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**ORDERS OF THE DAY**  
**For Tuesday, February 22, 2022, 9:00 A.M**

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- 1<sup>st</sup> Meeting Called to Order
- 2<sup>nd</sup> Adoption of Minutes – February 8, 2022
- 3<sup>rd</sup> Disclosure of Pecuniary Interest and the General Nature Thereof
- 4<sup>th</sup> Presenting Petitions, Presentations and Delegations

**DELEGATION:**

**9:00 a.m.** – IBI Group – Elgin County Broadband Assessment and Proposed Solutions

- 5<sup>th</sup> Motion to Move Into “Committee of the Whole Council”
- 6<sup>th</sup> Reports of Council, Outside Boards and Staff
- 7<sup>th</sup> Council Correspondence
  - 1. Items for Consideration
  - 2. Items for Information (Consent Agenda)
- 8<sup>th</sup> Other Business
  - 1. Statements/Inquiries by Members
  - 2. Notice of Motion
  - 3. Matters of Urgency
- 9<sup>th</sup> Closed Meeting Items
- 10<sup>th</sup> Recess
- 11<sup>th</sup> Motion to Rise and Report
- 12<sup>th</sup> Reports of Council, Outside Boards and Staff - Continued
- 13<sup>th</sup> Motion to Adopt Recommendations from the Committee of the Whole
- 14<sup>th</sup> Consideration of By-Laws
- 15<sup>th</sup> Adjournment

**VIRTUAL MEETING: IN-PERSON PARTICIPATION RESTRICTED**

**NOTE FOR MEMBERS OF THE PUBLIC:**

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<https://www.facebook.com/ElginCountyAdmin/>

**Accessible formats available upon request.**

**ELGIN COUNTY COUNCIL**

**MINUTES**

**February 8, 2022**

Elgin County Council met this 8<sup>th</sup> day of February 2022. The meeting was held in a hybrid in-person/electronic format with Councillors and staff participating as indicated below.

Council Present: Warden Mary French (Council Chambers)  
Deputy Warden Tom Marks (Council Chambers)  
Councillor Duncan McPhail (Council Chambers)  
Councillor Bob Purcell (electronic)  
Councillor Sally Martyn (Council Chambers)  
Councillor Grant Jones (Council Chambers)  
Councillor Dave Mennill (Council Chambers)  
Councillor Dominique Giguère (electronic)  
Councillor Ed Ketchabaw (Council Chambers)

Staff Present: Julie Gonyou, Chief Administrative Officer (Council Chambers)  
Brian Lima, General Manager of Engineering, Planning & Enterprise/Deputy Chief Administrative Officer (Council Chambers)  
Brian Masschaele, Director of Community & Cultural Services (electronic)  
Michele Harris, Director of Homes and Seniors Services (electronic)  
Amy Thomson, Director of Human Resources (electronic)  
Jeff Brock, Director of Information Technology Services (electronic)  
Stephen Gibson, County Solicitor (electronic)  
Nick Loeb, Senior Counsel (electronic)  
Amy Thomson, Director of Human Resources (electronic)  
Mike Hoogstra, Purchasing Coordinator (electronic)  
Katherine Thompson, Manager of Administrative Services/Deputy Clerk (Council Chambers)  
Carolyn Krahn, Legislative Services Coordinator (Council Chambers)

**1. CALL TO ORDER**

The meeting convened at 9:00 a.m. with Warden French in the chair.

**2. ADOPTION OF MINUTES**

Moved by: Councillor Mennill  
Seconded by: Councillor Jones

RESOLVED THAT the minutes of the meetings held on January 11, 2022; January 31, 2022; and February 1, 2022 be adopted.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

**3. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF**

None.

**4. PRESENTING PETITIONS, PRESENTATIONS AND DELEGATIONS**

**4.1 St. Thomas Elgin Local Immigration Partnership – Petrusia Hontar**

Petrusia Hontar from the St. Thomas Elgin Local Immigration Partnership presented the results from a survey conducted by eight (8) local immigration partnerships from Southwestern Ontario on the experiences of discrimination in St. Thomas and Elgin.

Moved by: Deputy Warden Marks  
Seconded by: Councillor McPhail

RESOLVED THAT the presentation from the St. Thomas Elgin Local Immigration Partnership be received; and

THAT staff be directed to research opportunities for Elgin County Council to strengthen its partnership with the St. Thomas Elgin Local Immigration Partnership and report back to County Council at a future meeting.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**5. COMMITTEE OF THE WHOLE**

Moved by: Councillor Martyn  
Seconded by: Councillor Mennill

RESOLVED THAT we do now move into Committee of the Whole Council.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**6. REPORTS OF COUNCIL, OUTSIDE BOARDS AND STAFF**

**6.1 Warden’s Activity Report (January) & COVID-19 Update – Warden French**

Warden French presented the report highlighting the County’s response to the pandemic, as well as a list of events and meetings attended on behalf of County Council.

Moved by: Councillor Jones  
Seconded by: Councillor Martyn

RESOLVED THAT the February 1, 2022, report titled, *Warden’s Activity Report (January) and COVID-19 Update* submitted by the Warden, be received and filed for information.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

**6.2 Environmental Committee Request for Funding – Councillor Jones**

Councillor Jones presented information regarding costs associated with the installation of wildflower plots at the Elgin County Administration Building and other County-owned facilities.

Moved by: Councillor Mennill  
Seconded by: Councillor Jones

RESOLVED THAT the report titled “Environmental Committee Request for Funding” from Councillor Jones, Chair of the Environmental Advisory Committee, dated January 27, 2022, be received and filed;

THAT Elgin County Council support the Environmental Committee’s recommendation that a maximum of \$5,000 be earmarked in the 2022 budget to be used to develop a 225 square foot wildflower plot at an existing County facility; and

THAT Elgin County Council permit the Environmental Advisory Committee to pursue opportunities for grants and funding partners for 2023 projects; and further,

THAT Elgin County Council permit the Environmental Committee to develop a policy associated with wildflower plots at County facilities for presentation to County Council at a future meeting.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		

Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère		X	
Bayham	Councillor Ed Ketchabaw		X	
Aylmer	Warden Mary French	X		
	<b>TOTAL</b>	7	2	0

- Motion Carried.

6.3 **Terrace Lodge Redevelopment Construction Progress Update – Councillor Purcell**

Councillor Purcell provided Council with a progress update on the Terrace Lodge Redevelopment project.

Moved by: Councillor Martyn  
Seconded by: Councillor Purcell

RESOLVED THAT the report titled, “Terrace Lodge Redevelopment Construction Progress Update” submitted by the Terrace Lodge Redevelopment Steering Committee Chair, dated January 17, 2022 be received and filed for information.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
	<b>TOTAL</b>	9	0	0

- Motion Carried.

6.4 **Homes – Long-Term Care Home Service Accountability Agreement (L-SAA) – Schedule E – Director of Homes and Seniors Services**

The Director of Homes and Seniors Services presented information regarding the annual reporting requirements of the Ontario Health Long-Term Care Home Service Accountability Agreement (L-SAA) Schedule E – Form of Compliance Declaration.

Moved by: Councillor Jones  
Seconded by: Councillor Martyn

RESOLVED THAT the report titled: “Homes – Long-Term Care Home Service Accountability Agreement (L-SAA) – Schedule E” dated January 27, 2022 be received and filed; and,

THAT Council authorize the Chief Administrative Officer (CAO) and Warden to sign the “Long-Term Care Home Service Accountability Agreement (L-SAA) – Schedule E” for the Homes for the period of January 1, 2021– December 31, 2021.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		

Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
	<b>TOTAL</b>	9	0	0

- Motion Carried.

6.5 **Procurement Activity Report (October 1, 2021 to December 31, 2021) – Purchasing Coordinator**

The Purchasing Coordinator provided details with respect to the exercise of delegated authority for all contracts awarded that exceed \$15,000, including amendments and renewals, for the period from October 1, 2021 to December 31, 2021.

Moved by: Deputy Warden Marks  
Seconded by: Councillor McPhail

RESOLVED THAT the January 31, 2022 report titled, Procurement Activity Report (October 1, 2021 to December 31, 2021), submitted by the Purchasing Coordinator, be received and filed for information.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
	<b>TOTAL</b>	9	0	0

- Motion Carried.

6.6 **Elgin County Museum Advisory Committee 2022 Membership – Director of Community and Cultural Services**

The Director of Community and Cultural Services recommended a new appointment to the Elgin County Museum Advisory Committee for 2022, recognized past service and provided an update on members previously appointed by Council.

Moved by: Councillor Mennill  
Seconded by: Councillor Ketchabaw

RESOLVED THAT County Council confirm the membership of the Elgin County Museum Advisory Committee as outlined in the report titled “Elgin County Museum Advisory Committee 2022 Membership” from the Director of Community and Cultural Services dated February 8, 2022; and,

THAT the Warden on behalf of County Council issue a letter of appreciation to Mr. Perry Clutterbuck for his past service to the committee.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		



Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.7 **HR Policies: 9.60 ‘Paid Sick Leave / Short-term Disability’ & 5.20 ‘Benefit Premium Payments’ – Director of Human Resources**

The Director of Human Resources presented updates to two (2) policies, Paid Sick Leave/Short-term Disability and Benefit Premium Payments.

Moved by: Councillor Jones

Seconded by: Councillor Mennill

RESOLVED THAT County Council approve HR Policies 9.60 ‘Paid Sick Leave / Short-term Disability’ & 5.20 ‘Benefit Premium Payments’ as drafted;

AND THAT the report dated February 8, 2022 from the Director of Human Resources be received and filed.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.8 **SCOR Short Line Rail – Manager of Economic Development and Tourism**

The Manager of Economic Development and Tourism provided information regarding future funding for short line rail.

Moved by: Councillor Ketchabaw

Seconded by: Deputy Warden Marks

RESOLVED THAT the report titled “SCOR Short Line Rail” from the Manager of Economic Development & Tourism dated January 28, 2022 be received and filed as information.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		

	<b>TOTAL</b>	9	0	0
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- Motion Carried.

6.9 **Local Business Accelerator Program – Manager of Economic Development and Tourism**

The Manager of Economic Development and Tourism presented information regarding funding received in partnership with the St. Thomas Economic Development Corporation and the Elgin-St. Thomas Small Business Enterprise Centre for the My Main Street Local Business Accelerator Program for Ambassadors in St. Thomas and West Elgin.

Moved by: Councillor Jones  
Seconded by: Councillor Giguère

RESOLVED THAT the report titled “Local Business Accelerator Program” from the Manager of Economic Development & Tourism, dated January 20, 2022 be received and filed as information.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.10 **Draft Plan of Condominium Approval – The Ridge at Talbotville Grove Vacant Land Plan of Condominium, Part of Lot 40, Concession SNBTR, Township of Southwold – General Manager of Engineering, Planning & Enterprise/Deputy CAO**

The General Manager of Engineering, Planning & Enterprise/Deputy CAO provided information required for Council to consider granting draft plan approval to the draft Plan of Condominium described under File 34CD-SO2101.

Moved by: Councillor Jones  
Seconded by: Councillor McPhail

RESOLVED THAT the Council of the Corporation of the County of Elgin grants draft plan approval to the Draft Plan of Condominium proposed by Dillon Consulting Ltd. in the Township of Southwold, described under File No. 34CD-SO2101; and,

THAT staff be directed to provide notice of this decision subject to the conditions for final approval in accordance with the Planning Act.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		

Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.11 **Draft Plan Approval of Vacant Land Condominium – Part of Lot 37, East of John Street, Plan 164 (Town of Aylmer); Part of Lot 84, Concession South of Talbot Road (former Township of Malahide), Town of Aylmer, County of Elgin – General Manager of Engineering, Planning & Enterprise/Deputy CAO**

The General Manager of Engineering, Planning & Enterprise/Deputy CAO presented information required for Council to consider granting draft plan approval to the draft Plan of Condominium described under File No. 34CD-AY2102.

Moved by: Councillor Jones  
Seconded by: Councillor Mennill

RESOLVED THAT the Council of the Corporation of the County of Elgin grants draft plan approval to the Draft Plan of Condominium proposed by Dillon Consulting Ltd. in the Town of Aylmer File No. 34CD-AY2102; and,

THAT staff be directed to provide notice of this decision subject to the conditions for final approval in accordance with the Planning Act.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.12 **Dutton Land Holdings Development – Currie Road – General Manager of Engineering, Planning & Enterprise/Deputy CAO**

The General Manager of Engineering, Planning & Enterprise/Deputy CAO provided an overview of a proposed development at the north limits of the Village of Dutton and detailed the anticipated traffic impacts to County roads and the recommended plan for mitigating road improvements.

Moved by: Councillor Martyn  
Seconded by: Councillor McPhail

RESOLVED THAT the report titled, “Dutton Land Holdings Development – Currie Road” from the General Manager of Engineering, Planning, & Enterprise (EPE) / Deputy CAO, dated January 14, 2022 be received and filed, and;

THAT \$1,525,000 be added to the capital plan to fund road network enhancements in order to accommodate proposed future developments adjacent to Currie Road near Pioneer Line.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		

Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.13 **Elgin (County) / Eh!tel Networks Inc. – Telecommunication Equipment Consent and Road User Agreement – General Manager of Engineering, Planning & Enterprise/Deputy CAO**

The General Manager of Engineering, Planning & Enterprise/Deputy CAO presented a report seeking Council’s approval and authorization for execution of a proposed Telecommunication Equipment Consent and Road User Agreement (“Telecommunication Agreement”) between Elgin (County) and Eh!tel Networks Inc.

Moved by: Councillor Ketchabaw  
Seconded by: Councillor McPhail

RESOLVED THAT the Report to Council, dated January 18, 2022, and entitled “Elgin (County) / Eh!tel Networks Inc. - Telecommunication Equipment Consent and Road User Agreement” be received and filed; and,

THAT County Council approve and authorize the Warden and Chief Administrative Officer to execute a proposed Telecommunication Equipment Consent and Road User Agreement as between Elgin (County) and Eh!tel Networks Inc. in the form and of the content attached.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.14 **Whites Station Operations Centre Antenna Communications Tower Inspection – General Manager of Engineering, Planning and Enterprise/Deputy CAO**

The General Manager of Engineering, Planning and Enterprise/Deputy CAO provided Council with a summary of a recently completed major tower inspection undertaken on the County’s Whites Station Operations Centre antenna communication tower.

Moved by: Deputy Warden Marks  
Seconded by: Councillor Jones

RESOLVED THAT the report titled, “Whites Station Operations Centre Antenna Communications Tower Inspection” from the General Manager Engineering, Planning, and Enterprise (EPE) / Deputy CAO, dated January 17, 2022 be received and filed; and

THAT staff be directed to provide a follow-up report regarding ISP access to the Whites Station Operations Centre Antenna Communications Tower.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.15 **Terrace Lodge Redevelopment – Revised Development Agreement – General Manager of Engineering, Planning and Enterprise/Deputy CAO**

The General Manager of Engineering, Planning and Enterprise/Deputy CAO presented a report seeking Council’s authorization to sign an amended Development Agreement as required by the provincial Ministry of Long-Term Care in support of the County’s Terrace Lodge Redevelopment Project.

Moved by: Councillor Mennill  
Seconded by: Councillor Purcell

RESOLVED THAT the report titled “Terrace Lodge Redevelopment – Revised Development Agreement” dated February 1, 2022, received from the General Manager of Engineering, Planning & Enterprise (EPE) / Deputy CAO be received and filed for information; and,

THAT the Warden and Chief Administrative Officer be directed and authorized to sign the Ministry of Long-Term Care Revised Development Agreement.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

6.16 **Bank Street (South of Catfish Creek) – Re-Addition to Elgin County Highway System – County Solicitor**

The County Solicitor provided information on the status of that portion of Bank Street, between the south bank of Catfish Creek and Colin Street, in the Community of Port Bruce and Township of Malahide, in relation to the Highway System for the Corporation of the County of Elgin.

Moved by: Councillor Mennill  
Seconded by: Councillor Jones

RESOLVED THAT the Report to Council, dated January 29, 2022, and entitled “Bank Street (South of Catfish Creek) – Re-Addition to Elgin County Highway System” be received and filed; and,

THAT Council consider enactment of a by-law re-adding Bank Street, between the south bank of Catfish Creek and Colin Street, in the Community of Port Bruce and Township of Malahide, to the Highway System for the Corporation of the County of Elgin.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**6.17 TVDSB Trustee Distribution for 2022-2026 – Legislative Services Coordinator**

The Legislative Services Coordinator presented information regarding rural representation on the Thames Valley District School Board following the 2022 election.

Moved by: Councillor Jones  
Seconded by: Councillor Martyn

THAT the County of Elgin support the designation of Middlesex County by Board resolution as a low population municipality;

THAT the County of Elgin support the following Thames Valley District School Board Trustee Distribution for the 2022- 2026 term:

- Two (2) Trustees representing Middlesex County
- Two (2) Trustees representing Oxford County
- Two (2) Trustees representing Elgin County
- Six (6) Trustees representing the City of London
- One (1) Indigenous Trustee appointed per Ontario Regulation 462/97;

THAT the Warden of the County of Elgin send advocacy letters to ensure equitable representation that balances the rural interests within the geography of Thames Valley District School Board to the Minister of Education, the Honourable Stephen Lecce; the Minister of Municipal Affairs and Housing, the Honourable Steve Clark; and Elgin-Middlesex-London MPP Jeff Yurek; and

THAT the same letter be sent to Thames Valley District School Board Trustee Chair Lori-Ann Pizzalato and the Director of Education Mark Fisher, requesting that a copy of this motion and letter be considered as correspondence at the next Board of Trustee’s meeting, prior to the Board’s decision with respect to the composition of the 2022-2026 Board of Trustees.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

6.18 **Transfer Payment Agreement for the Municipal Modernization Program – Chief Administrative Officer**

The Chief Administrative Officer provided information regarding a Transfer Payment Agreement from the Province of Ontario for the County of Elgin Human Capital Management Modernization project.

Moved by: Deputy Warden Marks  
Seconded by: Councillor Ketchabaw

RESOLVED THAT the Warden and Chief Administrative Officer be authorized and directed to enter into the Transfer Payment Agreement to receive \$125,674 from the Municipal Modernization Program; and,

THAT By-Law 22-10 to authorize the Warden and Chief Administrative Officer to execute the Transfer Payment Agreement on behalf of Elgin County be enacted.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

6.19 **COVID-19 Emergency Team Planning – January Update – Chief Administrative Officer**

The Chief Administrative Officer presented the report providing Council with an update on the County's COVID-19 response.

Moved by: Councillor Martyn  
Seconded by: Councillor Mennill

RESOLVED THAT the report titled "COVID-19 Emergency Team Planning – January Update" dated February 2, 2022 from the Chief Administrative Officer be received and filed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

**7. COUNCIL CORRESPONDENCE**

**7.1 Items for Consideration**

None.

**7.2 Items for Information (Consent Agenda)**

7.2.1 The Community Schools Alliance with a Press Release regarding the Social and Economic Impacts of Schools in Small Communities in Ontario.

7.2.2 SWIFT with their Monthly Project Update for December 2021.

7.2.3 County of Elgin Homes with their January 2022 Newsletter.

7.2.4 The Ministry of Municipal Affairs and Housing with a Letter regarding Bill 13, the Supporting People and Businesses Act, 2021.

7.2.5 The Town of Aylmer with a Letter to the Premier of Ontario regarding a Resolution respecting Joint and Several Liability, AMO Recommendations.

7.2.6 The Town of Aylmer with a Letter regarding Thames Valley District School Board Trustee Distribution for the 2022- 2026.

Moved by: Councillor Jones

Seconded by: Councillor Giguère

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

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.



**8. OTHER BUSINESS**

**8.1 Statements/Inquiries by Members**

Councillor Mennill asked a question regarding the Local Municipal and County share of property taxes. With input from the Local Municipal Partners, the Manager of Administrative Services will draft an infographic explaining how municipal taxes are distributed. This information will be shared with Council and the community.

Councillor McPhail requested that County staff circulate copies of the Council Highlights to the Local Municipal Partners for inclusion in their local Council agendas.

**8.2 Notice of Motion**

None.

**8.3 Matters of Urgency**

None.

**9. CLOSED MEETING ITEMS**

Moved by: Councillor Ketchabaw

Seconded by: Councillor Jones

RESOLVED THAT we do now proceed into closed meeting session in accordance with the Municipal Act to discuss the following matters under Municipal Act Section 239 (2):

In-Camera Item #1

*(c) a proposed or pending acquisition or disposition of land by the municipality or local board; (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (k) 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 – Land Acquisition Update.*

In-Camera Item #2

*(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (k) 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 – Telecommunications.*

In-Camera Item #3

*(b) personal matters about an identifiable individual, including municipal or local board employees; (d) labour relations or employee negotiations – Organizational Review.*

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

**10. MOTION TO RISE AND REPORT**

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Mennill

RESOLVED THAT we do now rise and report.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

In-Camera Item #1 – Land Acquisition Update

Moved by: Deputy Warden Marks  
Seconded by: Councillor Jones

RESOLVED THAT staff proceed as directed.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

In-Camera Item #2 – Telecommunications

Moved by: Councillor Martyn  
Seconded by: Councillor Ketchabaw

RESOLVED THAT staff proceed as directed.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		

Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

In-Camera Item #3 – Organizational Review

Moved by: Councillor Mennill  
Seconded by: Councillor Jones

RESOLVED THAT staff proceed as directed.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**11. MOTION TO ADOPT RECOMMENDATIONS FROM THE COMMITTEE OF THE WHOLE**

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Mennill

RESOLVED THAT we do now adopt recommendations of the Committee Of The Whole.

**Recorded Vote**

		Yes	No	Abstain
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**12. CONSIDERATION OF BY-LAWS**

**12.1 By-Law No. 22-09 – Establish Remuneration Rates**

BEING a By-Law to Establish Remuneration Rates for Employees Covered by the Job Evaluation Scale.

Moved by: Deputy Warden Marks  
Seconded by: Councillor Jones

RESOLVED THAT By-Law No. 22-09 be now read a first, second and third time and finally passed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

**12.2 By-Law No. 22-10 – Approve Transfer Payment Agreement**

BEING a By-Law to Approve a Transfer Payment Agreement for the Municipal Modernization Program with Her Majesty the Queen in Right of the Province of Ontario as Represented by the Minister of Municipal Affairs and Housing to Fund the Implementation of an Integrated Human Capital Management Software Platform and Call-In System and, Further Thereto, to Authorize the Warden and Chief Administrative Officer to Execute the Said Transfer Payment Agreement on Behalf of Elgin County.

Moved by: Councillor Martyn  
Seconded by: Councillor Mennill

RESOLVED THAT By-Law No. 22-10 be now read a first, second and third time and finally passed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		<b>9</b>	<b>0</b>	<b>0</b>

- Motion Carried.

**12.3 By-Law No. 22-11 – Add Highways**

BEING a By-Law to Add Highways, including Lower Tier Highways, to the Highway System for Elgin County.

Moved by: Councillor Jones  
Seconded by: Councillor McPhail

RESOLVED THAT By-Law No. 22-11 be now read a first, second and third time and finally passed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**12.4 By-Law No. 22-12 – Confirming all Actions and Proceedings**

BEING a By-Law to Confirm Proceedings of the Municipal Council of the Corporation of the County of Elgin at the February 8, 2022 Meeting.

Moved by: Councillor Mennill  
Seconded by: Deputy Warden Marks

RESOLVED THAT By-Law No. 22-12 be now read a first, second and third time and finally passed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

**13. ADJOURNMENT**

Moved by: Councillor Marks  
Seconded by: Councillor Purcell

RESOLVED THAT we do now adjourn at 12:22 p.m. to meet again on February 22, 2022 at 9:00 a.m.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
West Elgin	Councillor Duncan McPhail	X		
Dutton Dunwich	Councillor Bob Purcell	X		
Southwold	Councillor Grant Jones	X		
Central Elgin	Councillor Sally Martyn	X		
Central Elgin	Deputy Warden Tom Marks	X		
Malahide	Councillor Dave Mennill	X		
Malahide	Councillor Dominique Giguère	X		
Bayham	Councillor Ed Ketchabaw	X		
Aylmer	Warden Mary French	X		
<b>TOTAL</b>		9	0	0

- Motion Carried.

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Julie Gonyou,  
Chief Administrative Officer.

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Mary French,  
Warden.



# ELGIN COUNTY BROADBAND ASSESSMENT & PROPOSED SOLUTIONS

PRESENTATION TO ELGIN COUNTY COUNCIL  
FEBRUARY 22, 2022

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# Agenda

1. County Broadband Assessment Results
2. Technical Options
3. Funding Options
4. Recommendations





## Served vs. Underserved – County Summary

MUNICIPALITY	PREMISE COUNT				ROAD LENGTH (KM)			
	Served		Under-Served		Served		Under-Served	
	Count	%	Count	%	Count	%	Count	%
West Elgin	1658	67.8%	788	32.2%	79.3	21.5%	288.7	78.5%
Dutton/ Dunwich	1194	62.6%	712	37.4%	69.7	20.6%	268.4	79.4%
Southwold	1146	56.0%	902	44.0%	85.1	24.2%	266.0	75.8%
Central Elgin	4128	74.8%	1392	25.2%	114.6	29.4%	274.6	70.6%
Bayham	1427	51.9%	1320	48.1%	81.0	26.1%	229.3	73.9%
Malahide	1824	47.6%	2006	52.4%	97.2	22.3%	338.9	77.7%
<b>County Total</b>	<b>11377</b>	<b>61.5%</b>	<b>7120</b>	<b>38.5%</b>	<b>527</b>	<b>24.0%</b>	<b>1665.9</b>	<b>76.0%</b>

While just over 60% of County premises are served with minimum broadband speeds, the gap to meet minimum speeds for underserved areas is roughly 1,666 km of underserved road segments, or roughly 76% of County road segments.

# Technical Option – Fibre to Underserved Areas

- Fibre backbone to all underserved roads
- “Drops” to connect each underserved premises
- Average cost of \$60/m backbone; plus \$1000 per premise connection

**Pro:** High capacity and future proofed, long useful life (30 yrs)

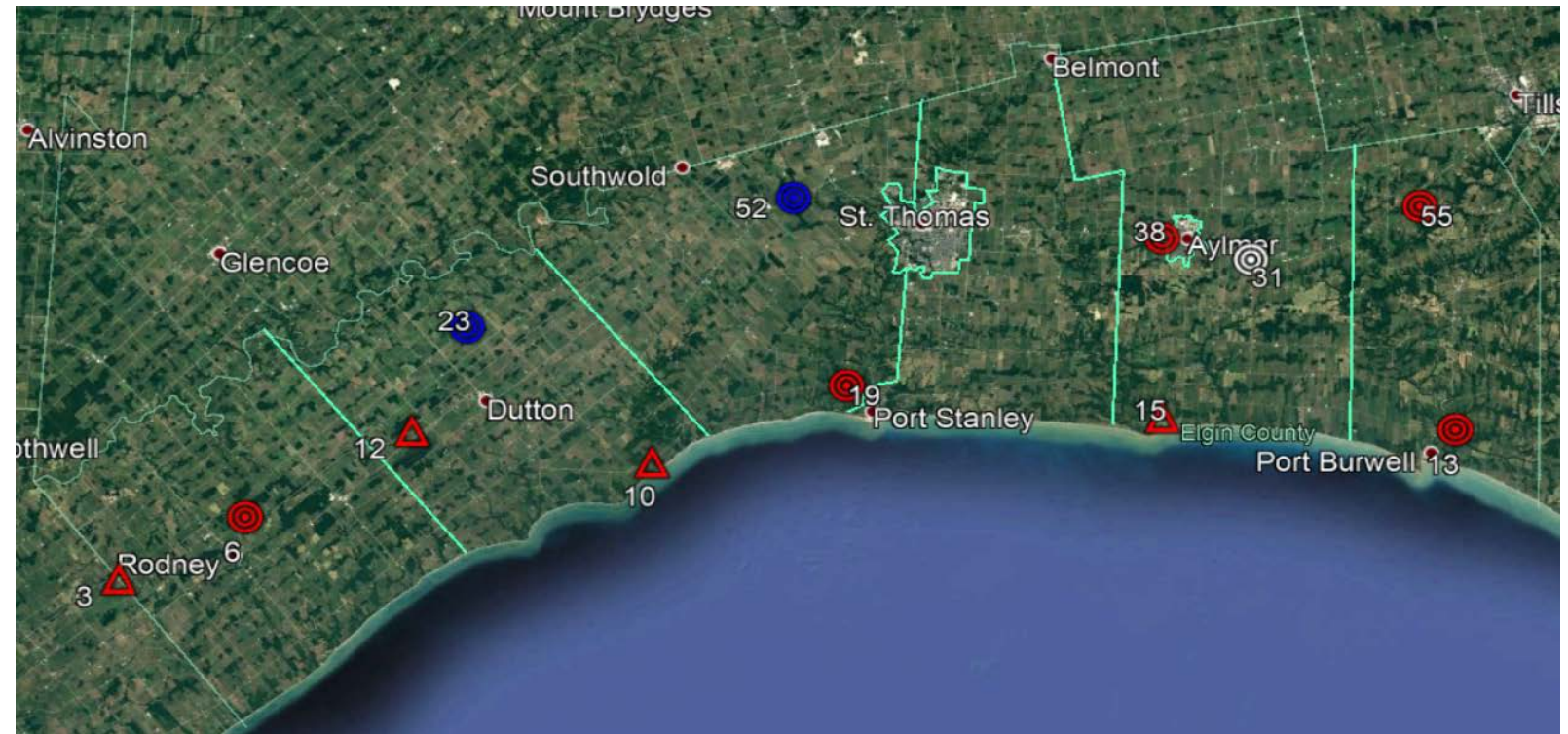
**Con:** High cost option, longer deployment timeframes

MUNICIPALITY	BACKBONE COST (Under-Served)	CONNECTION COSTS			
		Percentage of Under-Served Premises Connected			
		10%	50%	70%	100%
West Elgin	\$ 17,322,000	\$ 78,800	\$ 394,000	\$ 551,600	\$ 788,000
Dutton/ Dunwich	\$ 16,104,000	\$ 71,200	\$ 356,000	\$ 498,400	\$ 712,000
Southwold	\$ 15,960,000	\$ 90,200	\$ 451,000	\$ 631,400	\$ 902,000
Central Elgin	\$ 16,476,000	\$ 139,200	\$ 696,000	\$ 974,400	\$1,392,000
Bayham	\$ 13,758,000	\$ 132,000	\$ 660,000	\$ 924,000	\$1,320,000
Malahide	\$ 20,334,000	\$ 200,600	\$1,003,000	\$1,404,200	\$2,006,000
	<b>\$ 99,954,000</b>	<b>\$ 712,000</b>	<b>\$3,560,000</b>	<b>\$4,984,000</b>	<b>\$7,120,000</b>

COST SUMMARY Fibre Connectivity to Under-Served Premises				
Take Rate				
	10%	50%	70%	100%
<b>Total Capital Cost</b>	<b>\$100,666,000</b>	<b>\$103,514,000</b>	<b>\$104,938,000</b>	<b>\$107,074,000</b>
<b>Total Capital Cost/km</b>	<b>\$ 60,427</b>	<b>\$ 62,137</b>	<b>\$ 62,992</b>	<b>\$ 64,274</b>
<b>Total Capital Cost/Premise</b>	<b>\$ 141,385</b>	<b>\$ 29,077</b>	<b>\$ 21,055</b>	<b>\$ 15,038</b>

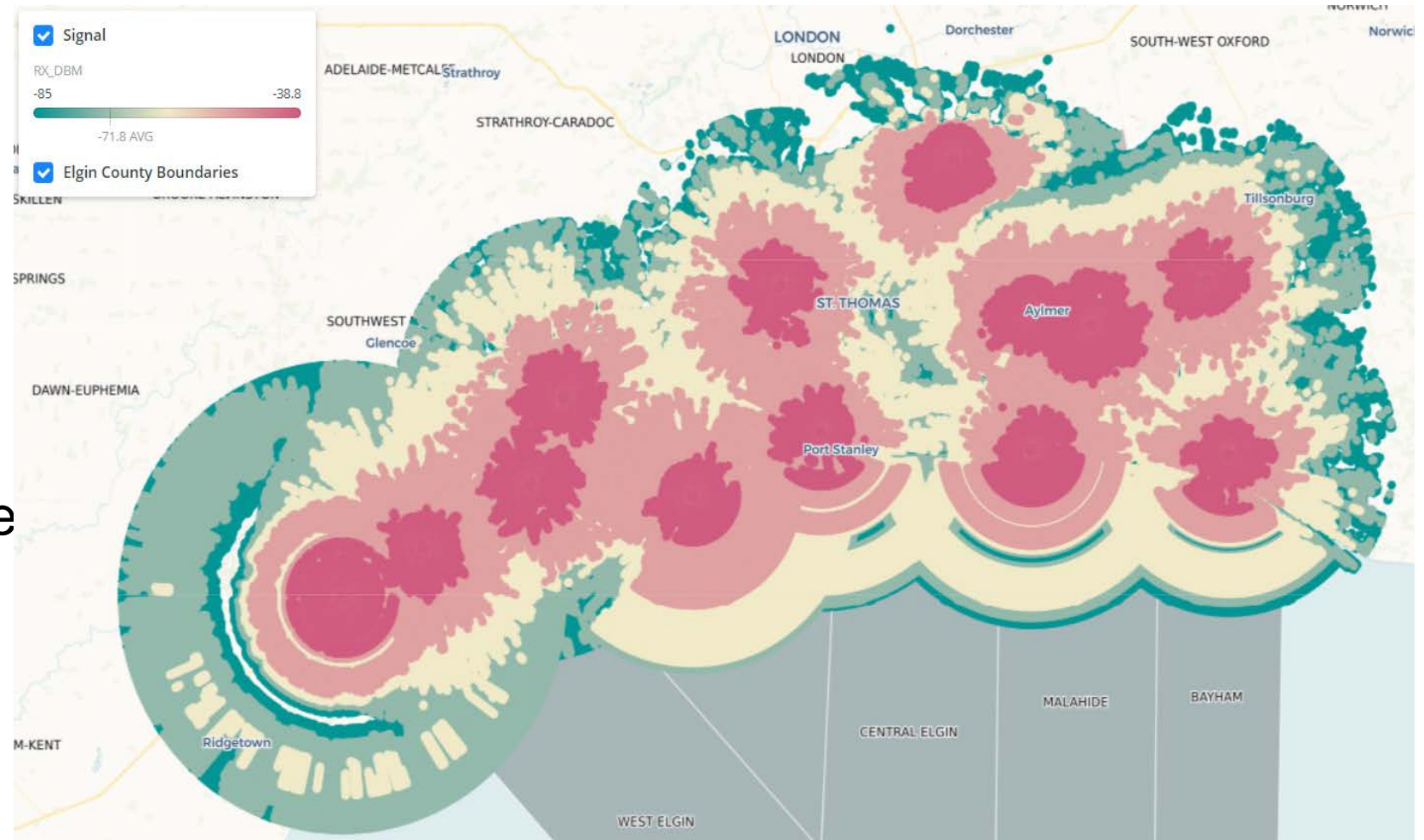
## Technical Option – Fibre Backbone to Fixed Wireless Locations

- Deploy fibre backbone to connect high value tower locations
- Premises along fibre path would be connected to fibre backbone
- Towers identified that are primary cellular providers (reduce overlap with existing fixed wireless providers)



## Technical Option – Fibre Backbone to Fixed Wireless Locations

- Conservative RF propagation model based on 5.8 GHz radios
- Assumed subscriber radio at 5m height (roof top antenna mount)
- Full County coverage is predicted by this model



# Technical Options Cost Summaries

- Representative of the spectrum of total costs and cost per premise
- Recommend a long term vision of a fibre based network for the County with wireless as ‘interim’ steps to improve connectivity
- Identify opportunities to include fibre conduits in future road construction/ rehabilitation programs for future use (e.g ‘dig once’ approach\*)
- Most grant programs and private investors are heavily biased towards funding fibre infrastructure

<b>COST SUMMARY</b>				
<b>Fibre Connectivity to Under-Served Premises</b>				
<b>Take Rate</b>				
	<b>10%</b>	<b>50%</b>	<b>70%</b>	<b>100%</b>
<b>County Wide Fibre Deployment</b>				
<b>Total Capital Cost</b>	<b>\$100,666,000</b>	<b>\$103,514,000</b>	<b>\$104,938,000</b>	<b>\$107,074,000</b>
<b>Total Capital Cost/km</b>	\$ 60,427	\$ 62,137	\$ 62,992	\$ 64,274
<b>Total Capital Cost/Premise</b>	\$ 141,385	\$ 29,077	\$ 21,055	\$ 15,038
<b>Fibre Backbone to Fixed Wireless Locations</b>				
<b>Total Capital Cost</b>	<b>\$ 3,686,920</b>	<b>\$ 5,174,120</b>	<b>\$ 5,917,720</b>	<b>\$ 7,033,120</b>
<b>Total Capital Cost/km</b>	\$ 2,213	\$ 3,106	\$ 3,552	\$ 4,222
<b>Total Capital Cost/Premise</b>	\$ 5,178	\$ 1,453	\$ 1,187	\$ 988

Regardless of which option or combination of options is chosen, an additional 10% of total capital should be planned for design and project management.

\* See October 28, 2020 report to Connectivity Committee, “Conduit in Road Allowances”

# Grant Funding Options

## Ontario Connects

- Recently announced \$4B program to connect all locations in Ontario
- Reverse auction subsidy process
- Targeted towards larger ISP

## Improving Connectivity for Ontario (ICON) Universal Broadband Fund (UBF)

- Coordinated programs between gov't of Ontario and Canada
- Targeted towards ISPs, Municipalities with ISP partners
- Capital subsidy program funds, typically in the range of 50% up to 75% of infrastructure, balance (25% or more) contributed by applicant
- Several funding announcements recently

## Investing in Canada Infrastructure Program (ICIP)

- Federal infrastructure grant program
- Broad range of infrastructure is eligible (e.g. roads, bridges, community recreation facilities)
- Broadband infrastructure is eligible under this program
- Capital subsidy program funds up to 75% of infrastructure, balance (25% or more) contributed by applicant

## Private Equity / Canada Infrastructure Bank

- Private equity players are now making investments in broadband infrastructure
- Backed by institutional investors (e.g. pension funds)
- Canada Infrastructure Bank can be a lending partner to private equity (lower interest long term debt)
- Minimum project size is typically \$50M, with typical projects of \$200M size

# Recommendations - Summary

NUMBER	RECOMMENDATION	ESTIMATED BUDGET	UNDERSERVED PREMESIS CONNECTED	TIMING	IMPACT OF ONTARIO CONNECTS PROGRAM
1	Advocacy, Strategic Purchasing & ISP Coordination	1 Senior Staff FTE	N/A	Immediately	Aligned – will provide maximum value to the County during this program
2	Fibre to the Home/ Business	\$107M	7120	5-10 yrs.	Aligned: This program could advise timing and provide funding
3	Initial Fibre Build to Radio Towers	\$7.0M	7120	3 yrs.	Overlap may need – delay or cancel this initiative pending auction results
4	Extend fibre connectivity to areas of interest / municipal locations	\$10.8M	7120	3 yrs.	Overlap may need – delay or cancel this initiative pending auction results

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# Recommendations

## **Recommendation 1: Advocacy, Strategic Purchasing & ISP Coordination**

As a best practice, it is recommended that the County takes on a role of facilitating and advocating for investment in broadband infrastructure both from private industry as well as other levels of government. The County does not make a direct financial contribution to constructing infrastructure under this recommendation, but rather looks to encourage cooperation, partnerships and facilitate the investment through approaches such as the facilitation of economic development and collaboration forums, removing financial or municipal approval challenges to planning and permitting of fibre optic and radio tower infrastructure, as well as leveraging and coordinating the current connectivity requirements.

**Budgetary Costs: 1 senior staff FTE salary**

**Underserved Premises Connected: N/A**

**Expected Timing: Immediately**

**Impact of Ontario Connects program:** This recommendation is aligned and an important action as the Ontario Connects program proceeds through various stages of funding allocations and ISP selections(s).



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# Recommendations

## **Recommendation 2: Long term vision: Fibre to the Home/ Business**

We recommend the County adopt a long-term vision of achieving a fibre to the home infrastructure for its residents and business. This vision provides the best long-term benefits for residents and businesses and strategically positions the County for economic development growth, attracting and retaining businesses and residents. We recognize that this vision may not be immediately affordable the County and may take many years to budget and implement. The Ontario Connects program may provide a significant benefit to advance the implementation of this recommendation

**Budgetary Costs: \$107,074,000**

**Underserved Premises Connected: 7120**

**Expected Timing: 5-10 years, depending on timing of available funding**

**Impact of Ontario Connects program:** This recommendation is aligned with the long term strategy and expected outcomes of the Ontario Connects program and it would be expected that significant funding could be secured through this program to accomplish this recommendation

---

# Recommendations

## Recommendation 3: Initial Fibre Build to Radio Towers

We have identified several options in each municipality for the County to invest in a hybrid fibre/ wireless approach to improve broadband connectivity in the County. This hybrid approach would involve the implementation of a fibre optic infrastructure from high density areas (e.g. served) extending along roadways to connect radio towers and residents along the fibre route to high speed services. A further analysis of the County's existing water tower infrastructure indicates that these towers may be a suitable substitute to colocation on some 3rd party towers or any new radio tower construction.

This approach is the recommended first step for the County to prioritize to improve broadband connectivity, subject to the outcomes that will be achieved by the Ontario Connects program.

**Budgetary Costs: \$7,033,120**

**Underserved Premises Connected: 7120**

**Expected Timing: 3 years**

**Impact of Ontario Connects program:** The Ontario Connects program would supersede the expected outcomes of this recommendation and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

---

# Recommendations

## **Recommendation 4: Extend fibre connectivity to areas of interest / municipal locations**

This recommendation builds on recommendation 3 and would provide for additional fibre optic connectivity to residents and businesses along the proposed fibre path, as well as achieving connectivity to municipal locations and land identified for future development to support specific economic development objectives.

**Budgetary Costs: \$10,761,120 (incremental \$3,728,000 from Recommendation 3)**

**Underserved Premises Connected: 7120**

**Expected Timing: 3 years**

**Impact of Ontario Connects program:** The Ontario Connects program would supersede the expected outcomes of this recommendation and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

---

## Next Steps

- Receive feedback from Council
- Issue final report



# Disclaimers

This document was prepared by IBI Group Professional Services (Canada) Inc. (“IBI”) for the benefit of Elgin County. (the “Client”) pursuant to a Consulting Services Agreement dated May 12, 2021 regarding Internet Connectivity and Broadband Analysis, Assessment, and proposed Solutions for the County of Elgin (the “System”). IBI has performed its services to the level customary for performing such services at the time and place where the services to our Client were provided. IBI makes or intends no other warranty, express or implied.

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## Cost Estimate Accuracy

Conceptual level planning and cost estimation has been performed for the purposes of identifying options. This is a ‘Class D’ estimate, with little or no site information, that indicates the approximate magnitude of cost of the proposed projects, based on broad requirements. This overall cost estimate is derived from unit costs in a similar area for a similar project. It is to be used to obtain approval in principle and for discussion purposes.



# Questions?



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# Thank You!



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## **REPORTS OF COUNCIL AND STAFF**

**February 22, 2022**

### **Council Reports – ATTACHED**

Deputy Warden Marks – Internet Connectivity – IBI Group Final Report and Committee Recommendations

Councillor Giguère – Terrace Lodge Redevelopment Fundraising Report and Proposed Amendments to Terms of Reference

### **Staff Reports – ATTACHED**

Digital Services Librarian and Library Coordinator – A Path Forward on Library Fines: Next Steps

General Manager of EPE/Deputy CAO – Approval of the Southwold Official Plan File No.: SO OP22-01, Applicant: Township of Southwold

General Manager of EPE/Deputy CAO – Small Business Enterprise Centre Update

General Manager of EPE/Deputy CAO – 2022 South Central Ontario Region Economic Development Corporation Board of Director Appointments

General Manager of EPE/Deputy CAO – Currie Road Pedestrian Crossing Construction – Tender Award

General Manager of EPE/Deputy CAO – Hamlet of Richmond Reconstruction – Tender Award

Chief Administrative Officer - Transfer Payment Agreement for the Community Paramedicine for Long-Term Care Program

Senior Counsel – Elgin (County)/Rogers – Telecommunications Equipment Consent and Road User Agreement (to be considered following Closed Session)





## REPORT TO COUNTY COUNCIL

**FROM:** Deputy Warden Marks, Connectivity Committee Chairman

**DATE:** February 17, 2022

**SUBJECT:** Internet Connectivity - IBI Group Final Report and Committee Recommendations

### RECOMMENDATIONS:

THAT the report titled “Internet Connectivity - IBI Group Final Report and Committee Recommendations” from Deputy Warden Marks, dated February 17, 2022, be received and filed for information; and,

THAT Elgin County Council support the Connectivity Committee’s recommendation to leverage existing staff resources and the Connectivity Committee to support to IBI’s Option #1 – **Advocacy, Strategic Purchasing and ISP Coordination** to facilitate and advocate for investment in broadband infrastructure (senior government / private sector).

### INTRODUCTION:

At its meeting on February 17<sup>th</sup>, the Connectivity Committee resolved:

THAT the IBI final report titled “Internet Connectivity and Broadband Analysis, Assessment, and Proposed Solutions” presented to Elgin County Council; and

THAT the Chair be directed to provide Elgin County Council with a summary of the Connectivity Committee’s recommended next steps with respect to final report prepared by IBI Group Inc.

The purpose of this report is to provide an overview of the options included within the final report prepared by IBI Group Inc. (“IBI Group”) titled “Internet Connectivity and Broadband Analysis, Assessment, and Proposed Solutions”, scheduled for presentation to Council on February 22, 2022.

### BACKGROUND:

In 2021, Elgin County Council engaged IBI Group to complete a study including “Internet Connectivity and Broadband Analysis, Assessment, and Proposed Solutions” (“Study”). The Study provides a series of actions that are intended to advance connectivity in the County, while acknowledging the importance of partnerships and

advocacy efforts. It recognizes the importance of broadband as an indispensable part of modern infrastructure.

At the December 16<sup>th</sup> 2021 Connectivity Committee (“Committee”) meeting, IBI Group presented its final draft report which included options to advance the access of affordable and reliable high-speed internet in Elgin County. For ease of reference, IBI Group’s options are included within the next section of this report.

The Committee carefully considered all options presented by IBI Group and requested that staff provide additional information regarding Option #1: Advocacy, Strategic Purchasing & ISP Coordination.

### **IBI GROUP INC. RECOMMENDATIONS:**

---

The Committee reviewed and discussed the following options presented by IBI Group:

#### **Option #1: Advocacy, Strategic Purchasing & ISP Coordination**

As a best practice, it is recommended that the County takes on a role of facilitating and advocating for investment in broadband infrastructure both from private industry as well as other levels of government. The County does not make a direct financial contribution to constructing infrastructure under this recommendation, but rather looks to encourage cooperation, partnerships, and facilitate the investment through approaches such as the facilitation of economic development and collaboration forums, removing financial or municipal approval challenges to planning, and permitting of fibre optic and radio tower infrastructure, as well as leveraging and coordinating the current connectivity requirements.

Budgetary Costs: 1 senior staff FTE salary

Underserved Premises Connected: N/A

Expected Timing: Immediately

*Impact of Ontario Connects program:* This option is aligned and an important action as the Ontario Connects program proceeds through various stages of funding allocations and ISP selections(s).

#### **Option #2: Long Term Vision – Fibre to the Home/Business**

It is recommended that the County adopt a long-term vision of achieving a fibre to the home infrastructure for its residents and business. This vision provides the best long-term benefits for residents and businesses and strategically positions the County for economic development growth, attracting and retaining businesses and residents. IBI recognizes that this vision may not be immediately affordable to the County and may

take many years to budget and implement. The Ontario Connects program may provide a significant benefit to advance the implementation of this option.

Budgetary Costs: \$107,074,000

Underserved Premises Connected: 7120

Expected Timing: 5-10 years, depending on timing of available funding

*Impact of Ontario Connects program:* This option is aligned with the long-term strategy and expected outcomes of the Ontario Connects program and it would be expected that significant funding could be secured through this program to accomplish this option.

### **Option #3: Initial Fibre Build to Radio Towers**

IBI has identified several options in each municipality for the County to invest in a hybrid fibre/ wireless approach to improve broadband connectivity in the County. This hybrid approach would involve the implementation of a fibre optic infrastructure from high density areas (e.g. served) extending along roadways to connect radio towers and residents along the fibre route to high speed services. A further analysis of the County's existing water tower infrastructure indicates that these towers may be a suitable substitute to colocation on some third-party towers or any new radio tower construction. This approach is the recommended first step for the County to prioritize improving broadband connectivity, subject to the outcomes that will be achieved by the Ontario Connects program.

Budgetary Costs: \$7,033,120

Underserved Premises Connected: 7120

Expected Timing: 3 years

*Impact of Ontario Connects program:* The Ontario Connects program would supersede the expected outcomes of this option and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

### **Option #4: Extend Fibre Connectivity to Areas of Interest / Municipal Locations**

This option builds on Option 3 and would provide for additional fibre optic connectivity to residents and businesses along the proposed fibre path, as well as achieving connectivity to municipal locations and land identified for future development to support specific economic development objectives. Please refer to the maps provided in Appendix A for additional details regarding this recommendation.

Budgetary Costs: \$3,728,000

Underserved Premises Connected: 7120

Additional Premises Connected: 785

Expected Timing: 1-3 years

*Impact of Ontario Connects program:* The Ontario Connects program would supersede the expected outcomes of this option and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

### **CONNECTIVITY COMMITTEE RECOMMENDATION:**

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At its meeting on February 17<sup>th</sup> 2022, the Connectivity Committee supported IBI's Option #1 – **Advocacy, Strategic Purchasing and ISP Coordination** which suggests that the County support facilitating and advocating for investment in broadband infrastructure (senior government / private sector). This option does not include a direct financial contribution to supporting infrastructure, but rather recommends that the County find ways to support cooperation and partnerships with local ISPs and find ways to improve processes and eliminate challenges ISPs are facing when planning or undertaking work in Elgin County.

The Connectivity Committee recommends that Council support the following:

#### **1.) Leverage Existing Resources**

For the balance of 2022, it is recommended by staff that, under the direction of the Chief Administrative Officer and as advised by the Connectivity Committee, the combined efforts of the Director of Information Technology Services, Manager of Economic Development, Business Enterprise Facilitator, Manager of Administrative Services, and Marketing and Communications Coordinator be leveraged to support Recommendation #1 including:

- Continue to support the Connectivity Committee and County Council in their advocacy efforts;
- Gather information directly from ISPs about barriers and recommend ways for the Committee to problem-solve and support local ISPs in non-monetary ways;
- Research and develop innovative ways for the Connectivity Committee to connect with local ISPs (both large and small), including the possible development of an NDA;
- Develop a robust online presence with ISP contact information along with a communications strategy;
- Build relationships with local ISPs and prospective ISPs; and

- Share status updates with the Committee regarding the SWIFT Project and projects currently underway within Elgin's partner municipalities for the Committee's review.
- Engage with all local ISPs and prospective ISPs to encourage investment throughout the County and facilitate discussion amongst applicable approval agencies.

### **Committee Opportunities**

- Consider reviewing the Committee Terms of Reference to assess composition and opportunities to recommend changes to County Council with respect to Membership/Composition (more ISP or Local Municipal Partner participation);
- Make recommendations to County Council regarding ways to advocate to private / senior government for funding; and
- With the support of staff, and together with ISPs, develop resources to enhance community awareness of available ISPs and associated costs.

### **NEXT STEPS:**

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Leveraging existing resources will provide the County with the opportunity to collect data about needs and resources and carefully evaluate how to best support ISPs through advocacy, strategic purchasing and coordination. In August 2022, staff will provide an interim report to the Connectivity Committee with information about initiatives supported, metrics collected, and with recommended next steps. The Committee may direct that these metrics be shared with County Council.

### **FINANCIAL IMPLICATIONS:**

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Metrics will be collected to support a careful evaluation of the effectiveness of the strategy proposed to support Option #1. While staff are confident that the team's combined efforts will meet the initial needs identified for this strategy, it is important to note that capacity currently does not exist within one (1) position alone. There are costs associated with supporting this work, however, these costs are already included in the forecasted budget for 2022.

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

Serving Elgin	Growing Elgin	Investing in Elgin
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.</li> <li><input checked="" type="checkbox"/> Exploring different ways of addressing community need.</li> <li><input checked="" type="checkbox"/> Engaging with our community and other stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.</li> <li><input type="checkbox"/> Fostering a healthy environment.</li> <li><input type="checkbox"/> Enhancing quality of place.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</li> <li><input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.</li> </ul>

As part of the 2020-2022 Elgin County Strategic Plan, Council prioritized *Quality of Place* which includes a focus on rural connectivity. The Connectivity Committee and County Council are working hard on behalf of our residents to ensure our community has access to high speed internet regardless of where they live. We know that the future of Elgin's economy, our prosperity and our society depend on access to reliable and affordable high-speed internet.

**LOCAL MUNICIPAL PARTNER IMPACT:**

It is critical that ongoing discussions with Elgin's Local Municipal Partners (LMPs) occur. Doing so will ensure processes (including municipal consents) are streamlined as much as possible. LMPs can actively participate in the Committee's advocacy efforts and help remove barriers to entry for ISPs thereby encouraging their work within Elgin County.

The IBI Report, along with Committee recommendations and associated Council resolutions will be shared with Local Municipal Partners.

**COMMUNICATION REQUIREMENTS:**

The IBI Report will be featured on the County's website, on the Engage Elgin Connectivity Project site, featured on County Social Media, sent in a newsletter to those who have signed up to receive more information about connectivity in Elgin, and shared through the Council highlights document.

## CONCLUSION:

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Elgin County recognizes the importance of reliable and affordable broadband for the well-being and economic competitiveness of the County's residents, businesses, and institutions. The final report provided by IBI Group Inc. ("IBI Group") titled "Internet Connectivity and Broadband Analysis, Assessment, and Proposed Solutions" will be essential to defining, developing and continuing to grow a broadband network to serve all of Elgin County.

County staff indicated to the Connectivity Committee that they are pleased to help explore options and coordinate local efforts with ISPs and local connectivity projects. Staff recognize that partnerships and collaboration will be essential to defining, developing and continuing to grow a broadband network to serve all of Elgin County.

All of which is Respectfully Submitted

All of which is Respectfully Submitted

Deputy Warden Tom Marks  
Elgin County Council

Julie Gonyou  
Chief Administrative Officer



DRAFT Report for Council Review

# Internet Connectivity and Broadband Analysis, Assessment, and Proposed Solutions

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Prepared for Elgin County  
by IBI Group

February 11, 2022



## **Disclaimer**

This document was prepared by IBI Group Professional Services (Canada) Inc. ("IBI") for the benefit of Elgin County. (the "Client") pursuant to a Consulting Services Agreement dated May 12, 2021 regarding Internet Connectivity and Broadband Analysis, Assessment, and proposed Solutions for the County of Elgin (the "System"). IBI has performed its services to the level customary for performing such services at the time and place where the services to our Client were provided. IBI makes or intends no other warranty, express or implied.

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## **Disclaimer Cost Estimate Accuracy**

Conceptual level planning and cost estimation has been performed for the purposes of identifying options. This is a 'Class D' estimate, with little or no site information, that indicates the approximate magnitude of cost of the proposed projects, based on broad requirements. This overall cost estimate is derived from unit costs in a similar area for a similar project. It is to be used to obtain approval in principle and for discussion purposes.

# Document Control Page

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<b>CLIENT:</b>	Elgin County
<b>PROJECT NAME:</b>	Elgin County Internet Connectivity
<b>REPORT TITLE:</b>	Internet Connectivity and Broadband Analysis, Assessment, and Proposed Solutions
<b>IBI REFERENCE:</b>	134843
<b>VERSION:</b>	1.0
<b>DIGITAL MASTER:</b>	SharePoint
<b>ORIGINATOR:</b>	Jason McBeath, Ian Nelson, Keith Ponton, John George
<b>REVIEWER:</b>	Keith Ponton
<b>AUTHORIZATION:</b>	Keith Ponton
<b>CIRCULATION LIST:</b>	Client Project Team
<b>HISTORY:</b>	0.1 – Initial Draft (Current State Assessment) 2021-07-13
	0.2 – Revised Draft (Options) 2021-08-18
	0.3 – Revised Draft (Recommendations) 2021-10-01
	1.0 – Draft for Connectivity Committee Review
	1.1 – Draft for Council Review 2022-02-10
	1.11 – Draft for Council Review 2022-02-11

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Appendix A – In-Process/ Potential Fibre Builds in Elgin County

Appendix B – Internet Service Providers and Technologies

Appendix C – Maps of Fibre Connectivity to Areas of interest / municipal locations

# 1 Executive Summary

Access to the internet is driving social and economic progress on a transformational scale. Elgin County residents rely on access to reliable, affordable, high-speed internet to participate in essential aspects of society. The COVID-19 pandemic has highlighted the need for internet access to support personal and professional communications, to allow residents to apply for jobs, receive education and do homework and to access government services. Businesses need reliable and affordable high speed internet access in order to grow and flourish, and the County has taken an active role, through the Connectivity Committee to focus on challenges that need to be addressed relating to (i) Availability, (ii) Affordability, (iii) Speed and (iv) Awareness.

This report provides an in-depth assessment of the current state of internet access within the County and goes on to explore several options for the County to consider as steps to address the challenges that currently exist. Technical options, namely fibre optic and wireless infrastructure are presented along with conceptual cost estimates related to investing in this infrastructure are presented. Recommendations have been provided in terms of appropriate next steps for the County to consider to address the connectivity challenges that have been identified.

It is noted that as this report was being finalized the Ontario government has launched the provincial Ontario Accelerated High Speed Internet Program (OAHSIP), also known as Ontario Connects. Details regarding the specific details and timing of the Ontario Connects program are emerging as this report is being finalized (December 2021). This program, and outcomes of planned reverse auctions planned for mid 2022 to allocate provincial broadband subsidies have the potential to substantially impact the recommendations presented in this report. We have provided commentary regarding the expected impact of the Ontario Connects program with each recommendation.

## Current State

The current state assessment detailed herein reviews available information and datasets relating to ISP and Internet speeds in Elgin County. Best efforts have been made to collect as much data as possible within the project scope and time frame, with independent 3<sup>rd</sup> party data sources used to provide a composite picture of the current state of broadband infrastructure in the County over the time period of June and July, 2021.

The initial current state review finds that 53.4% of premises are served, while 32.1% are underserved based on the CRTC minimum broadband speeds of 50 Mbps download and 10 Mbps upload. Roughly 14.5% of premises require further investigation.

While just over half of County premises are served with minimum broadband speeds, the gap to meet minimum speeds for underserved areas is challenging with roughly 1,500 km of underserved road segments, or roughly 71% of County road segments.

The following Table 1-1 summarizes the key broadband metrics for the County:

Table 1-1 Elgin County Broadband Key Metrics

BROADBAND SERVICE STATUS	PREMISES		ROAD NETWORK (KM)	
	Count	Percentage	Count	Percentage
Served	9884	53%	442	20%
Underserved	5940	32%	1563	71%
Further Investigation	2673	15%	188	9%
<b>Total:</b>	<b>18497</b>	<b>100%</b>	<b>2193</b>	<b>100%</b>

## Options

### County Wide Fibre Deployment

The County-Wide Fibre Deployment option involves the deployment of buried and aerial backbone fibre along all County roads in un/underserved areas of the County, with drops installed to each premise, (home/business), connecting to the network.

The benefits of this infrastructure are primarily that premises are connected via fibre optic cable, providing a secure access, with highest possible speeds, and that the connection is future-proofed, to the extent that with updated electronics in the future, speeds could be further increased. Based on the performance and longevity of existing fibre optic infrastructure that has been deployed globally, it would be expected that a fibre optic infrastructure would have a useful life of 30 years or greater.

The drawbacks of this option are primarily related to the option's high costs, estimated to be between \$100M and \$107M.

### Fibre Backbone and Fixed Wireless

This option is comprised of deploying fibre backbone to connect 12 tower sites across the County that would provide suitable wireless coverage, and then utilizing radio technology to connect premises within each tower's coverage area. Premises along the fibre paths would be served with fibre.

The benefits of such an approach are primarily financial, with costs in the \$3.6 to \$7M range underscored by shorter deployment timelines. The drawbacks relate to upgradability of the system to higher speeds in the future, as well as the potential for signal degradation based on the density of foliage as well as other environmental factors.

## Recommendations

*[All recommendations are presented here in draft subject to review and feedback from the Elgin County Connectivity Committee]*

### Recommendation 1: Advocacy, Strategic Purchasing & ISP Coordination

As a best practice, it is recommended that the County takes on a role of facilitating and advocating for investment in broadband infrastructure both from private industry as well as other levels of government. The County does not make a direct financial contribution to constructing infrastructure under this recommendation, but rather looks to encourage cooperation, partnerships and facilitate the investment through approaches such as the facilitation of economic development and collaboration forums, removing financial or municipal approval challenges to planning and permitting of fibre optic and radio tower infrastructure, as well as leveraging and coordinating the current connectivity requirements.



It is expected that 1 additional senior staff full time equivalent (FTE) would be required from the County to provide strategic leadership, facilitate coordination and collaboration forums, and lead the advocacy initiatives with other levels of government. While a staff role is preferred, this role could also be assumed by a contractor/ consultant until recruitment and hiring can take place.

**Impact of Ontario Connects program:** This recommendation is aligned and an important action as the Ontario Connects program proceeds through various stages of funding allocations and ISP selections(s).

**Budgetary Costs: 1 senior staff FTE salary**

**Underserved Premises Connected: N/A**

**Expected Timing: Immediately**

### **Recommendation 2: Long term vision: Fibre to the Home/ Business**

We recommend the County adopt a long term vision of achieving a fibre to the home infrastructure for its residents and business. This vision provides the best long term benefits for residents and businesses and strategically positions the County for economic development growth, attracting and retaining businesses and residents. We recognize that this vision may not be immediately affordable for the County and may take many years to budget and implement. The Ontario Connects program may provide a significant benefit to advance the implementation of this recommendation.

**Budgetary Costs: \$107,074,000**

**Underserved Premises Connected: 7120**

**Expected Timing: 5-10 years, depending on timing of available funding**

**Impact of Ontario Connects program:** This recommendation is aligned with the long term strategy and expected outcomes of the Ontario Connects program and it would be expected that significant funding could be secured through this program to accomplish this recommendation

### **Recommendation 3: Initial Fibre Build to Radio Towers**

We have identified several options in each municipality for the County to invest in a hybrid fibre/wireless approach to improve broadband connectivity in the County. This hybrid approach would involve the implementation of a fibre optic infrastructure from high density areas (e.g. served) extending along roadways to connect radio towers and residents along the fibre route to high speed services. A further analysis of the County's existing water tower infrastructure indicates that these towers may be a suitable substitute to colocation on some 3<sup>rd</sup> party towers or any new radio tower construction.

This approach is the recommended first step for the County to prioritize to improve broadband connectivity, subject to the outcomes that will be achieved by the Ontario Connects program.

**Impact of Ontario Connects program:** The Ontario Connects program would supersede the expected outcomes of this recommendation and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

**Budgetary Costs: \$7,033,120**

**Underserved Premises Connected: 7120**

**Expected Timing: 3 years**

### **Recommendation 4: Extend fibre connectivity to areas of interest / municipal locations**

This recommendation builds on recommendation 3 above and would provide for additional fibre optic connectivity to residents and businesses along the proposed fibre path, as well as achieving connectivity to municipal locations and land identified for future development to support specific economic development objectives. Please refer to the maps provided in Appendix C for additional details regarding this recommendation

**Impact of Ontario Connects program:** The Ontario Connects program would supersede the expected outcomes of this recommendation and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

**Budgetary Costs: \$10,761,120**

(This is an incremental \$3,728,000 in costs relative to Recommendation 3.)

**Underserved Premises Connected: 7120**

**Underserved Premises Connected: 785**

**Expected Timing: 1-3 years**

## Funding Options

This report identifies a number of federal and provincial grant funding options, along with various project structures (County Owned, Direct Subsidy, P3 with private investment) that may be considered to facilitate and manage the investment in broadband infrastructure.

All of the funding options identified in this report are somewhat superseded by the announcement of the provincial Ontario Accelerated High Speed Internet Program (OAHSIP), [Ontario Connects Program].

Note that at the time of writing this report, the Ontario Connects program was initially announced with program objectives as follows:

- Facilitate speed of delivery of high-speed internet services and 100% coverage at a minimum service level of 50/10 Mbps for approximately 700,000 unserved or underserved homes by the end of 2025
- Leverage existing utility infrastructure and rights of way to reduce required subsidies and compress delivery timelines
- Attract broad market participation of quality counterparties that is inclusive of smaller and local players
- Ensuring infrastructure lasts and can be upgraded as needed

The program has committed \$4B to connect every region in Ontario to reliable, high speed internet by the end of 2025. It is expected to support accelerated broadband expansion in the Province. While little detailed information is known, the Province has stated that the process will enable Internet Service Providers (ISPs) to bid for provincial subsidies through a series of reverse auction events, with winning bids meeting the defined coverage and deployment requirements at the most reasonable price.

The program is in very early stages of formulation, and few details are known regarding the eligibility for ISPs and/or municipalities to participate directly in the program.

## Benefits and Risks

The program announcement represents the most amount of funding that any provincial government has committed to improving broadband connectivity. The reverse auction process that is described would tend to favor incumbent ISPs with existing infrastructure in the County that can cost-effectively compete for subsidies in a reverse auction subsidy format. If successful, the program would provide a significant incentive to existing ISPs to invest in infrastructure to serve all underserved areas of the County.

Risks of the program include the ability of the program to have sufficient budget fund connectivity to all underserved areas in the County, the ability of small and medium size local ISPs to participate in the program due to the level of financial commitments from ISPs that are required, as well as the province's ability to execute on the program in the stated timeframe.

Since little detailed information regarding this program is known, we continue to describe other funding solutions in the following sections, assuming that they may be required in a coordinated and complementary fashion to fund areas within the County where the Ontario Connects program may not be eligible or have sufficient funding budget to adequately address.

## Guiding Principles

It is recommended that the County adopt a set of guiding principles that will help shape recommendations and next steps. These guiding principles would include:

1. The County does not want to duplicate the investments of the private sector and will therefore look to make investments in geographic areas where the private sector has not invested and has no short-term plans to invest.
2. The County will work collaboratively with private ISPs that operate, or plan to operate within the County to ensure that investment barriers within the County's control are removed, and that the County's objectives with respect to improved connectivity for residents and business is know and understood by all parties.
3. The County will work closely with all levels of government, both lower tier and upper tier to ensure that strategies with respect to grant funding to support infrastructure investment in the County are aligned and coordinated.
4. The County's investments are utilized to remove the barriers of investment and market entry for all ISPs and create a level playing field that encourages retail competition. All ISPs will be able to access County funded investments on equal open access terms and conditions.

The County has several alternatives to consider as it considers next steps. It is important to keep in mind that the County must make some determinations on the degree it can afford to invest, while at the same time weighing the socio-economic benefits of investment and benefits to the County in terms of economic development, attraction and retention of businesses and residents.

While a county wide fibre optic infrastructure is the long-term vision, this may need to be considered over many years to be affordable as a direct investment by the County.

## 2 Current State Assessment

This section of the report provides an overview and understanding of the current state of broadband in Elgin County.

### 2.1 Summary of Data Sources

Data for this analysis was sourced from federal, provincial, and local agencies. The agencies and their respective datasets are identified and explained below:

A. Innovation, Science and Economic Development Canada (ISED) – Federal – Governmental

ISED maintains the datasets used for evaluation of broadband service across the country. The data extracted for this report was available in two formats, hexagonal polygons and road segment polylines. The hexagonal data was used to show coverage maps of Internet Service Providers and the technologies they used. The road segment data gave more detailed insight into Data Speed Classification throughout the county, mapping each road in 250m sections.

The following data was reviewed from ISED:

- a. Data Speed Classification – Hexagon
- b. Data Speed Classification – 250m Road Segments
- c. Internet Service Provider (ISP) provided data
- d. Available Communication Technologies

B. Ontario Data Catalogue – Provincial - Governmental

The Province of Ontario maintains an extensive GIS database. For this report, point address, municipal border, road and highways, railway, land use classification and other broad economic data was used to verify data from other sources.

C. County of Elgin – Local – Governmental

The County provided an extensive dataset for the purpose of this report. Administrative Boundaries, Roads and Highways, Railways, Existing telecommunication lines and tower infrastructure (Partial), Municipal Buildings, Land-Use Types, Parcel Map, Civic Address Points. Additionally, the result dataset of a local broadband survey that was completed in 2020 was provided for analysis.

The County also provided a list of In-Process/Potential Fibre Builds in Elgin County. See Appendix A for a complete list recently updated in July 2021. While this list is not exhaustive, it is understood to capture most of the known or planned activity as of the date received.

D. Southwestern Integrated Fibre Technology (SWIFT) – Local/Regional initiative funded by three levels of government

SWIFT provided insight into current and future broadband projects that are planned within the County borders. This information is also available on their website at:

<https://swiftruralbroadband.ca/projects/approved-projects/>

E. Regional and Rural Broadband – (R2B2) – Federal - Non-Profit

R2B2 provided summaries of their historic broadband related survey results from the region. Notably, it was not in a spatially presented format due to data privacy barriers.

F. Local Resources

Various sets of data and information were shared from local residents. This data includes a visually conducted inventory of radio towers with estimated ranges and anecdotal reports of known and lacking infrastructure. The information was interpreted and used to estimate current state, for use when classifying broadband status by County.

All available data noted above was used in the review of the County's current state assessment.

## 2.2 Analysis Methodology

### 2.2.1 Overview

The datasets were collected and applied to a spatial project for evaluation, data verification, and analysis. The datasets were vetted for duplication of attributes, over-complexity, and accuracy. If multiple datasets were available with overlapping data, they were cross verified to confirm validity and one "master" dataset was selected. Once the data was deemed acceptable, a review and analysis were performed.

### 2.2.2 Data Deficiencies

There is a level confidence in the data used for review and analysis. However, it is important to note that not all the data provided will be accurate. The following potential shortcomings have been noted:

#### ISED Hexagons

There are industry known limitations to the ISED published hexagon data. If there is one data point within the predefined polygon then it becomes a positive data point. For example, if all residents have <50Mbps download, but one resident within the polygon has 50Mbps+ download, then the polygon is counted as served. For this reason, the road network level data for Internet speeds is used for analysis. For all other datasets (such as provider or technology data) the hexagon is used.

#### Internet Speed Tests

County residents were asked to confirm Internet speeds as part of the County's broadband survey. The results provided by residents were independent and cannot be confirmed to be accurate. A challenge with these self tests is that there could be limitations unknowingly imposed by the resident to limit speeds. For example, residents may be running their test device off a home Wi-Fi network that limits speeds or perhaps not set up in a favourable location.

#### Number of Speed Test

205 speed test results were received. Given there are 21,116 premises on record in Elgin County, this translates to less than a 1% response rate. This is a low rate when considering an analysis.

There is an ongoing follow up Internet speed test survey to supplement this report. It is anticipated to be complete by August 6, 2021.

#### Fixed Wireless Radio Towers

Fixed wireless solutions have provided many with access to broadband. However, fixed wireless comes with limitations and is generally not consider an ultimate solution to meet CRTC standards. Limitations include the following:

- Radio transmission challenges across varying topology and existing foliage within the County may limit data transmission rates;
- Towers may not have high capacity backhaul to support all users from a single tower;
- Number of active users on a single radio tower often create bottle necks for network equipment at the tower location.

As such, tower location and advertised subscriber data rates cannot be taken at full value and presents it challenging to confirm broadband information for those who have access to fixed wireless radio solutions.

## 2.3 Data Review

The following section provides a summary of the relevant data and information gathered from the data sources noted above.

The current state of broadband within Elgin County was evaluated by assessing the available data and correlating the data for a detailed look at what areas of the County are served and what areas of the County are not served.

The Canadian Radio-television and Telecommunications Commission (CRTC) has set a target of 50 Mbps upload and 10 Mbps download for fixed Internet service to be classified as served. For purposes of this report, this target also applies. Anything less is deemed to be underserved. The following table provides further clarity.

Table 2-1: Broadband Classification

DOWNLOAD SPEED	UPLOAD SPEED	BROADBAND CLASSIFICATION
Less than or equal to 50 Mbps	Less than or equal to 10 Mbps	Underserved
Less than or equal to 50 Mbps	Greater than or equal to 10 Mbps	Underserved
Greater than or equal to 50 Mbps	Less than or equal to 10 Mbps	Underserved
Greater than or equal to 50 Mbps	Greater than or equal to 10 Mbps	Served

The following sections provide a summary of findings and analysis that will be used in determining next steps.

### 2.3.1 Internet Service Providers & Technologies

The following Table lists Internet Service Providers operating within the county and their respective technologies for broadband delivery, based on ISED data:

Table 2-2: ISP and Associated Available Technologies

ISP NAME	TECHNOLOGY
Bell	Fixed Wireless High Capacity Transport Services Mobile Wireless DSL Fibre to the home
Cogeco Connexion	Fibre to the home
Eastlink	Coaxial Cable High Capacity Transport Services DSL
Execulink	Fixed Wireless
Falcon Internet Services	Fixed Wireless
Freedom Mobile	Mobile Wireless
KWIC Internet	Fixed Wireless
NFTC	Fibre to the home

ISP NAME	TECHNOLOGY
Present	High Capacity Transport Services
Rogers	High Capacity Transport Services Coaxial Cable Mobile Wireless
TekSavvy Solutions	Fixed Wireless
TekSavvy Solutions	High Capacity Transport Services
Telus	Mobile Wireless
Xplornet	Fixed Wireless Satellite

See Appendix B for detailed maps of ISP and Technology coverage by provider and type. While these maps should not be considered to be an exhaustive representation, it is deemed to be reliable as of the date of the information provided by Industry Science and Economic Development Canada

### 2.3.2 Fixed Wireless Radio Towers

There are several fixed-wireless radio towers within the borders of Elgin County. Mobile wireless towers are not considered in this review because this is a considered a separate function and not within the classification of fixed broadband solutions. This dataset was compiled from various sources and the tower transmission range should be used for illustration purposes only, as it does not factor any environmental conditions.

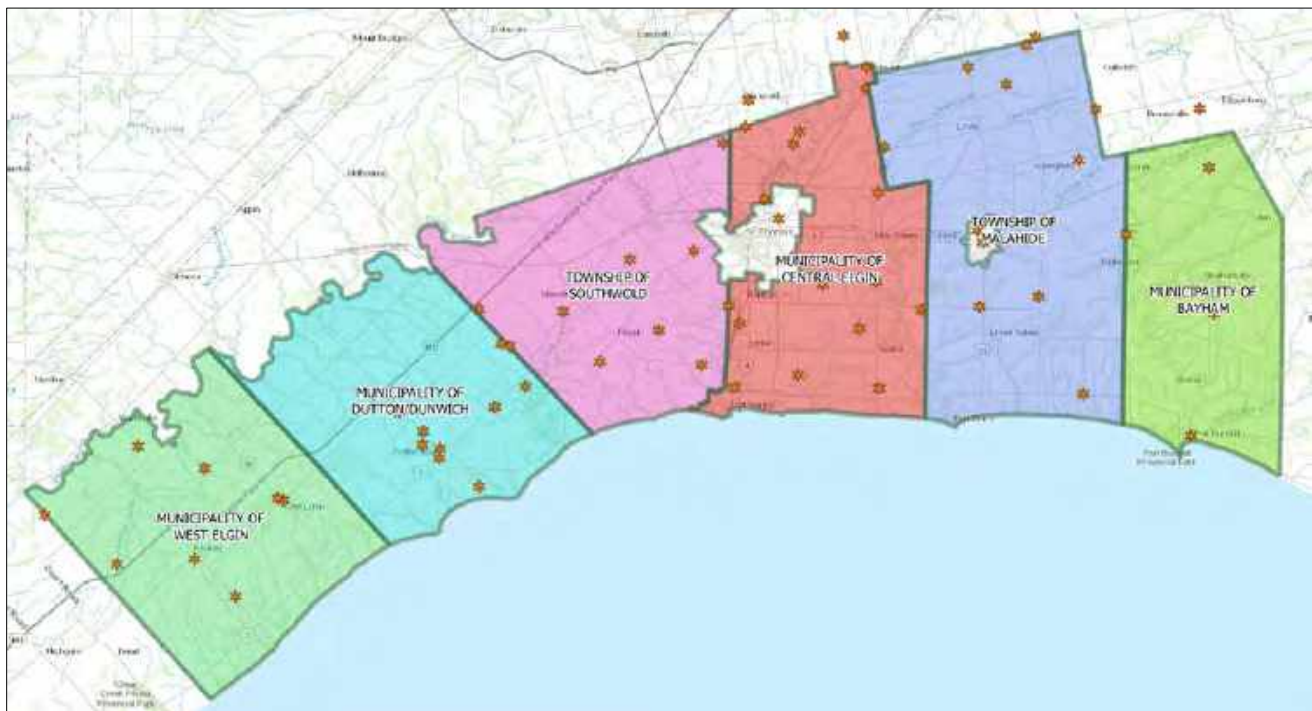


Figure 2-1: Elgin County Fixed Wireless Towers

### 2.3.3 Served and Underserved Premises

The following maps and commentary are broken out by each lower-tier municipality. The details provided include:



- Current understanding of fixed wireless tower infrastructure;
- Current understanding of known fibre optic cable infrastructure;
- ISED road classification compared to Internet speed survey results;
- Confirmed premises meeting CRTC minimum broadband speed standards;
- Current understanding of served and underserved areas based on road segments;
- Numbers and percentages of served and underserved based on premises and road segment lengths.

Discussion on each municipality follows the figures. Key metrics to be carried over into subsequent sections of this report are the number and percentage of premises and road segment lengths considered served versus underserved. This information will enable an understanding of the magnitude of the broadband challenge, help provide cost estimates, and ultimately strategies on how to address the gaps.

It is understood that the most effective way to validate the various datasets is to have local site-specific data speed tests. The previously completed survey results have been used to validate the datasets. By validating Elgin County survey results against ISED road segments, a picture of the true broadband status throughout the county has been developed.

A percentage has been identified as requiring further investigation. Reasons for this include the following:

- Conflicting known infrastructure data, ISED data, and local Internet speed test results;
- Conflicting data regarding current or future infrastructure in the area;
- Actual ability of infrastructure owners to provide services along “backhaul” or “feeder” routes;
- Anecdotal reports of lacking service or lacking infrastructure.

## **Municipality of West Elgin**

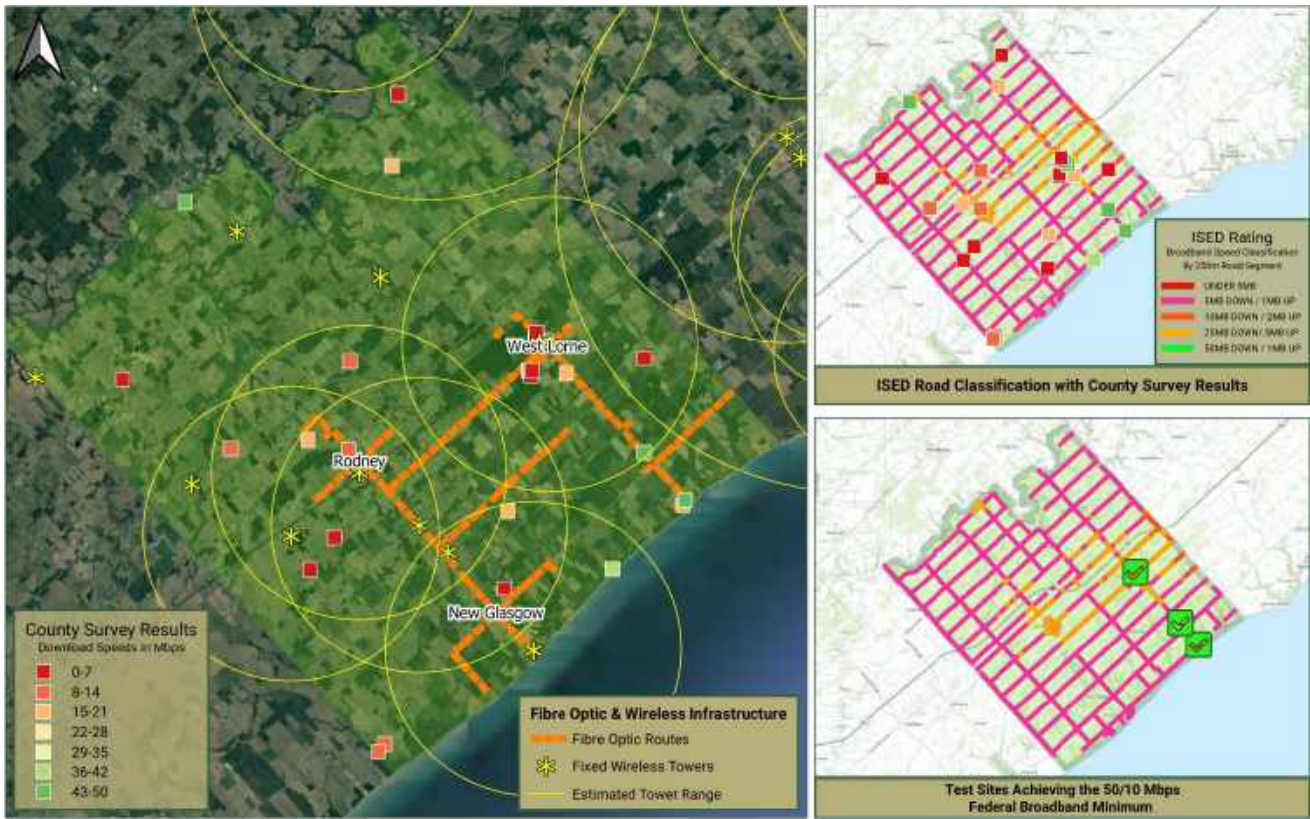


Figure 2-2: Current State of Broadband Infrastructure within West Elgin



*Figure 2-3: Current Understanding of Served and Underserved Areas within West Elgin*

West Elgin primarily has fibre optic infrastructure in and between the communities of West Lorne, Rodney, and New Glasgow. There are a number of fixed wireless towers in and just west of the municipality that serve residences and businesses as well.

Correlating ISED and Internet speed test data, premises along the path of fibre infrastructure are confirmed to meet CRTC broadband minimum speeds. Future SWIFT funded NFTC fibre build is considered to meet the minimum speeds as well.

Areas theoretically covered by fixed wireless towers do not meet the CRTC speed minimums. This is validated with local speed test results.

For perceived underserved areas in the municipality, ISED data is confirmed against the local survey data that properly represents the underserved area.

Confirmed served premises account for 67.7% of total premises, while underserved premises represent 32.1% of total premises. 0.2% requires further investigation.

Based on road segment lengths, 21.6% is considered served while 77.8% is considered underserved. 0.6% requires further investigation.

## Municipality of Dutton Dunwich

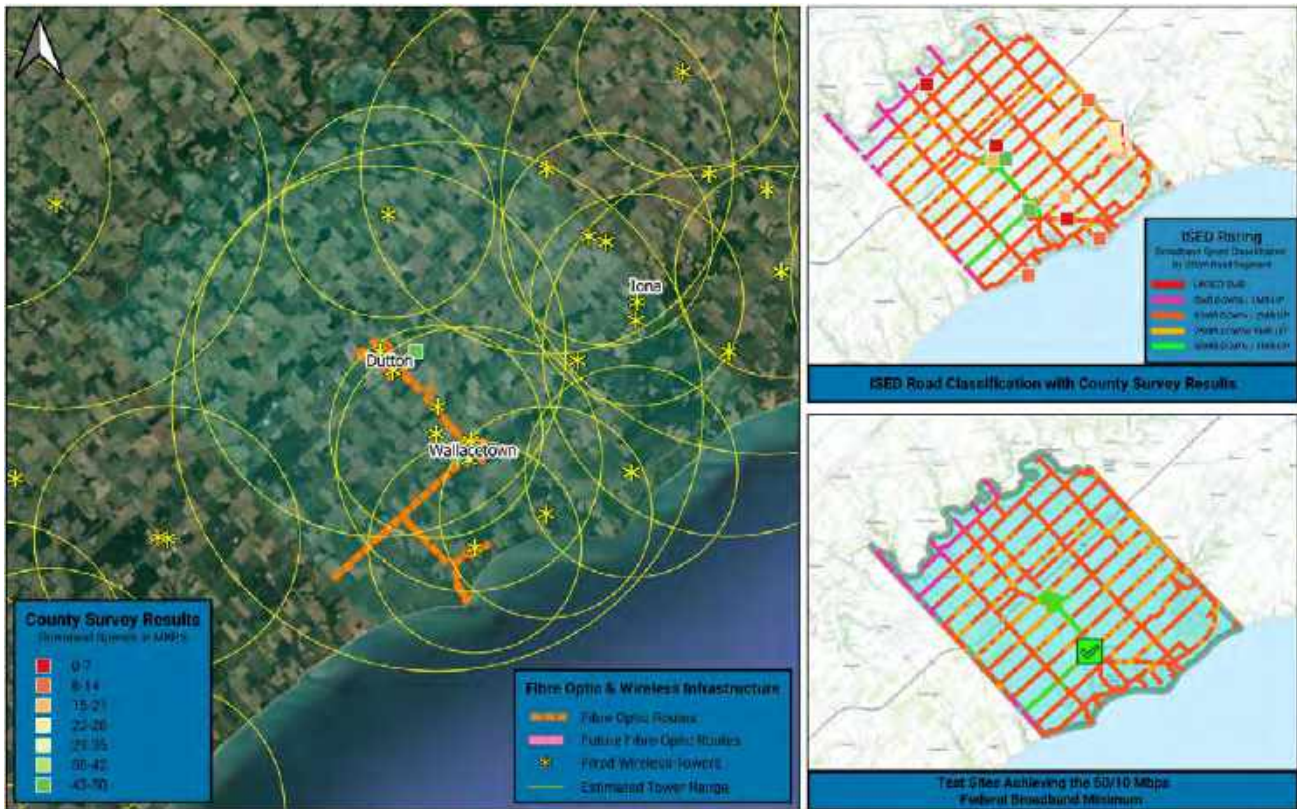


Figure 2-4: Current State of Broadband Infrastructure within Dutton Dunwich

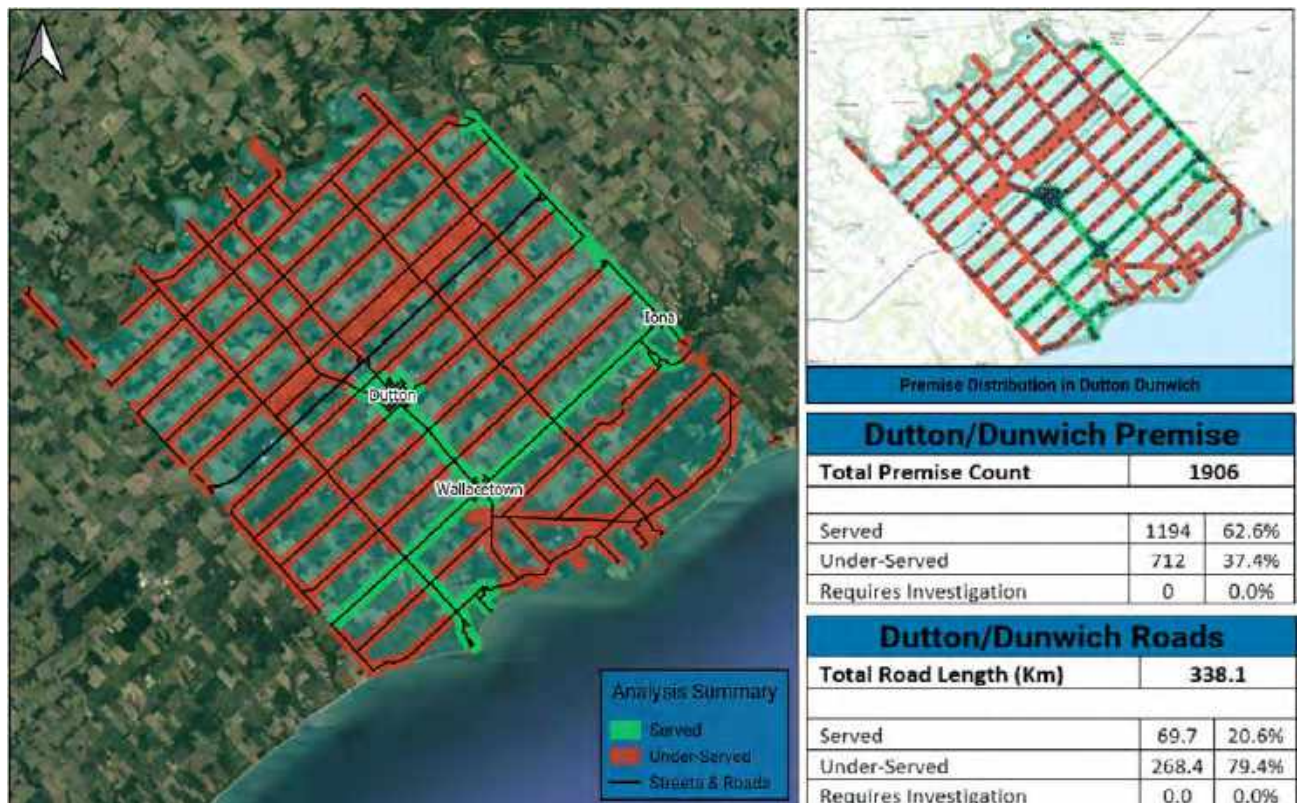


Figure 2-5: Current Understanding of Served and Underserved Areas within Dutton Dunwich

Dutton Dunwich primarily has fibre optic infrastructure in and between the communities of Dutton and Wallacetown. There is additional fibre that extends out from these communities, and includes committed fibre builds funding by SWIFT. There are several fixed wireless towers in and just west of the municipality that serve residences and businesses as well.

Correlating ISED and Internet speed test data, premises along the path of fibre infrastructure provide confidence that residences and business have access to CRTC broadband minimum speeds.

Areas theoretically covered by fixed wireless towers do not meet the CRTC speed minimums. This is validated with local speed test results.

For perceived underserved areas in the municipality, ISED data is confirmed against the local survey data that properly represents the underserved area.

Confirmed served premises account for 62.6% of total premises, while underserved premises represent 37.4% of total premises. 0% requires further investigation.

Based on road segment lengths, 20.6% is considered served while 79.4% is considered underserved. 0% requires further investigation.

### Township of Southwold

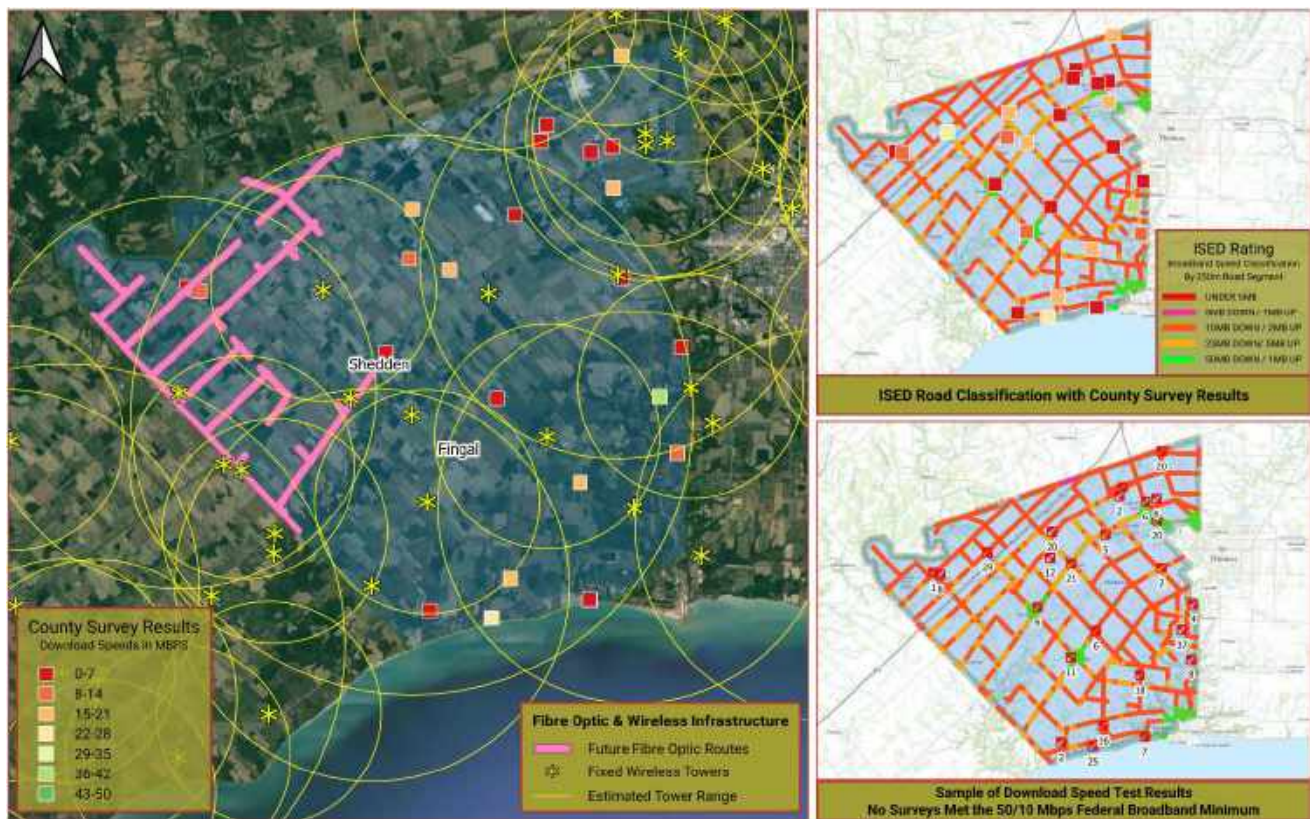


Figure 2-6: Current State of Broadband Infrastructure within Southwold

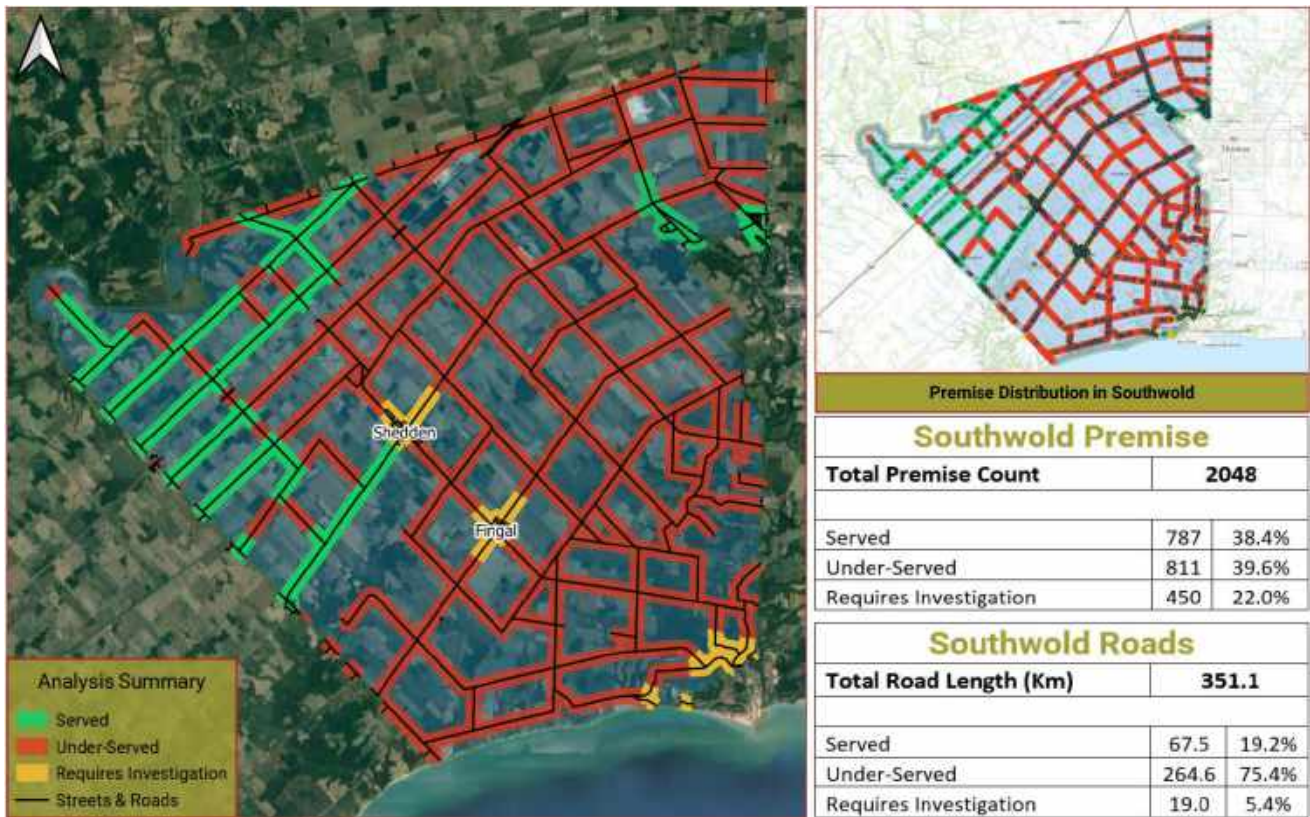


Figure 2-7: Current Understanding of Served and Underserved Areas within Southwold

There is limited broadband within the boundaries of Southwold. Connectivity primarily is comprised of fixed wireless radio towers of which there is no premises with minimum Internet speeds confirmed. There is committed SWIFT funded fibre infrastructure being built around Iona, Iona Station, and Lawrence Station.

Correlating ISED and Internet speed test data, there are pockets of areas considered served outside of St. Thomas and Port Stanley. There is conflicting data in communities of Fingal and Shedden.

Areas theoretically covered by fixed wireless towers do not meet the CRTC speed minimums. This is validated with local speed test results.

Confirmed served premises account for 38.4% of total premises, while underserved premises represent 39.6% of total premises. 22.0% requires further investigation.

Based on road segment lengths, 19.2% is considered served while 75.4% is considered underserved. 5.4% requires further investigation.

## Municipality of Central Elgin

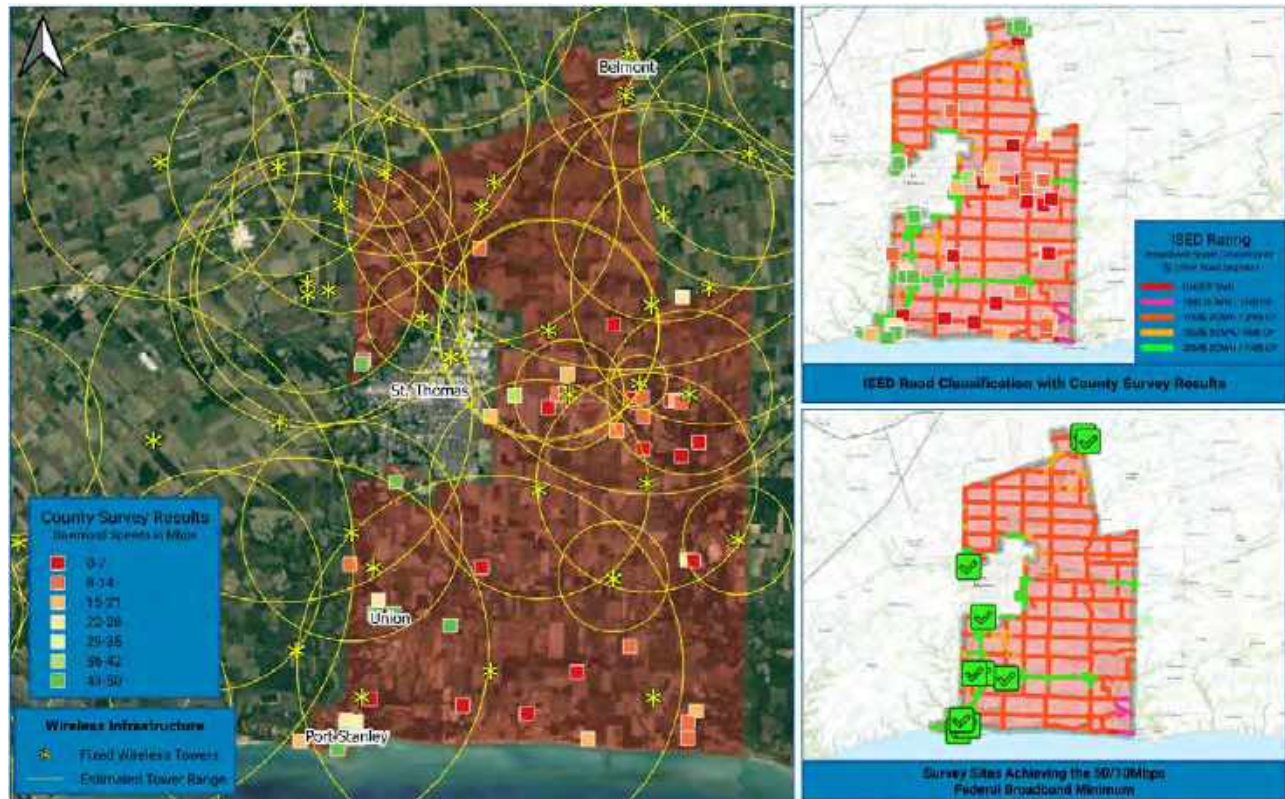


Figure 2-8: Current State of Broadband Infrastructure within Central Elgin

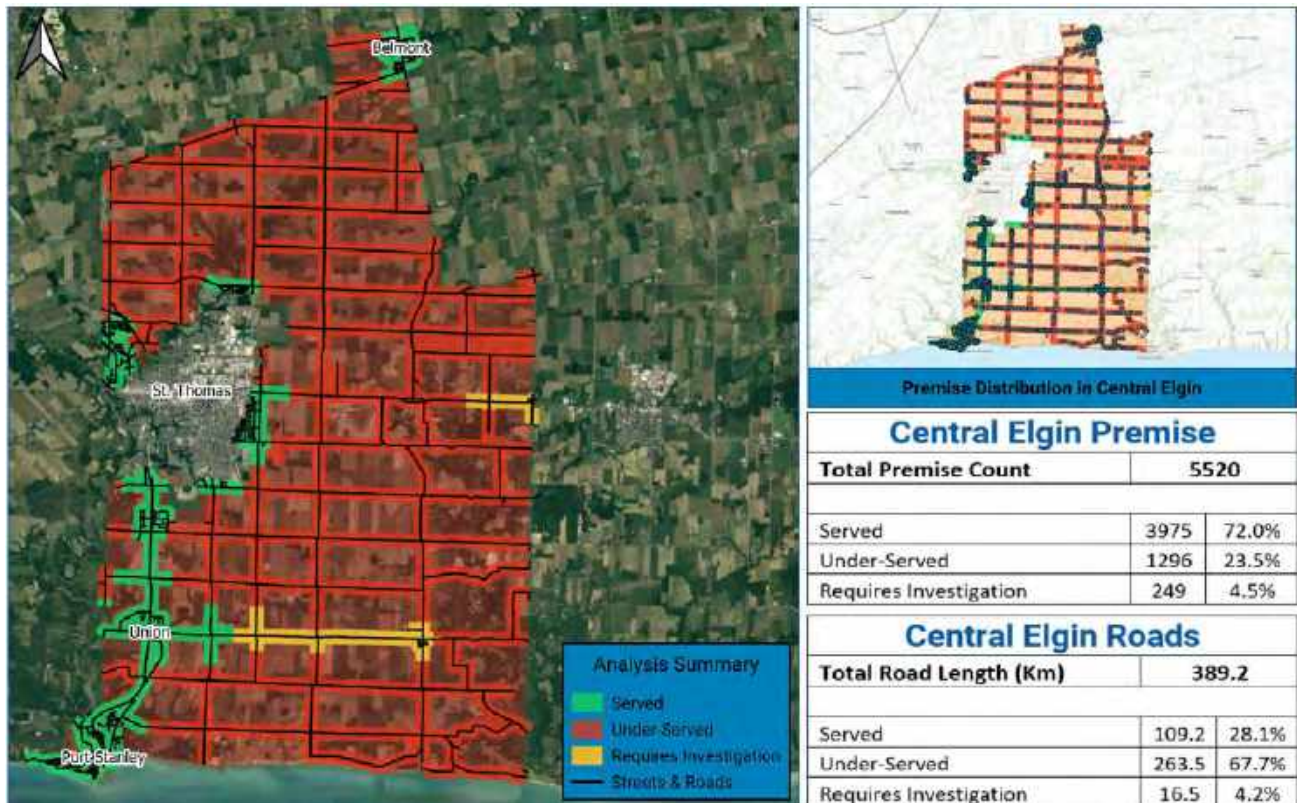


Figure 2-9: Current Understanding of Served and Underserved Areas within Central Elgin

Central Elgin primarily has physical broadband infrastructure in and between the communities of Port Stanley, Union, heading into St. Thomas. There is also infrastructure east-west between Lawton's Corner and Sparta.

Correlating ISED and Internet speed test data, premises along the path of physical broadband infrastructure provide confidence that residences and business have access to CRTC broadband minimum speeds.

Areas theoretically covered by fixed wireless towers do not meet the CRTC speed minimums. This is validated with local speed test results.

For perceived underserved areas in the municipality, ISED data is confirmed against the local survey data that properly represents the underserved area.

Confirmed served premises account for 72.0% of total premises, while underserved premises represent 23.5% of total premises. 4.5% requires further investigation.

Based on road segment lengths, 28.1% is considered served while 67.7% is considered underserved. 4.2% requires further investigation.

### Township of Malahide

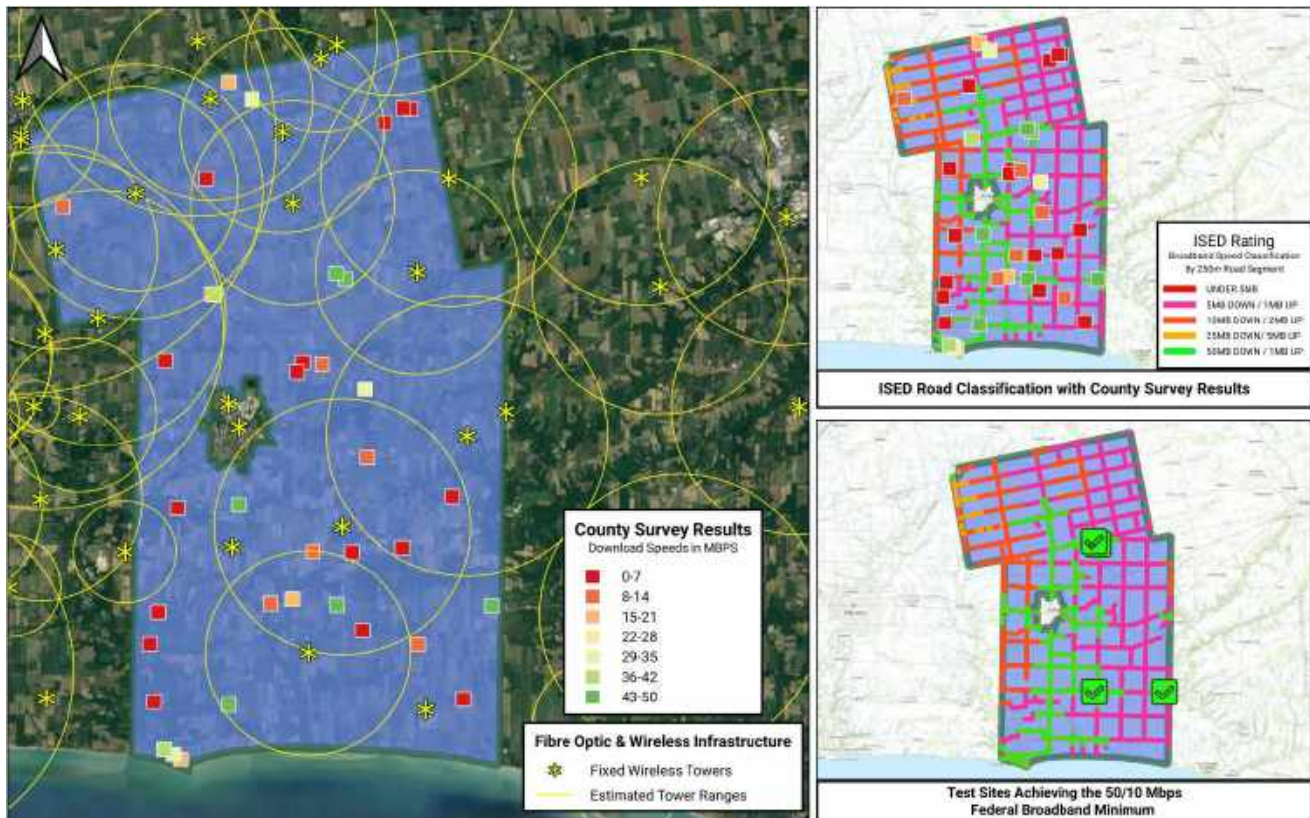


Figure 2-10: Current State of Broadband Infrastructure within Malahide



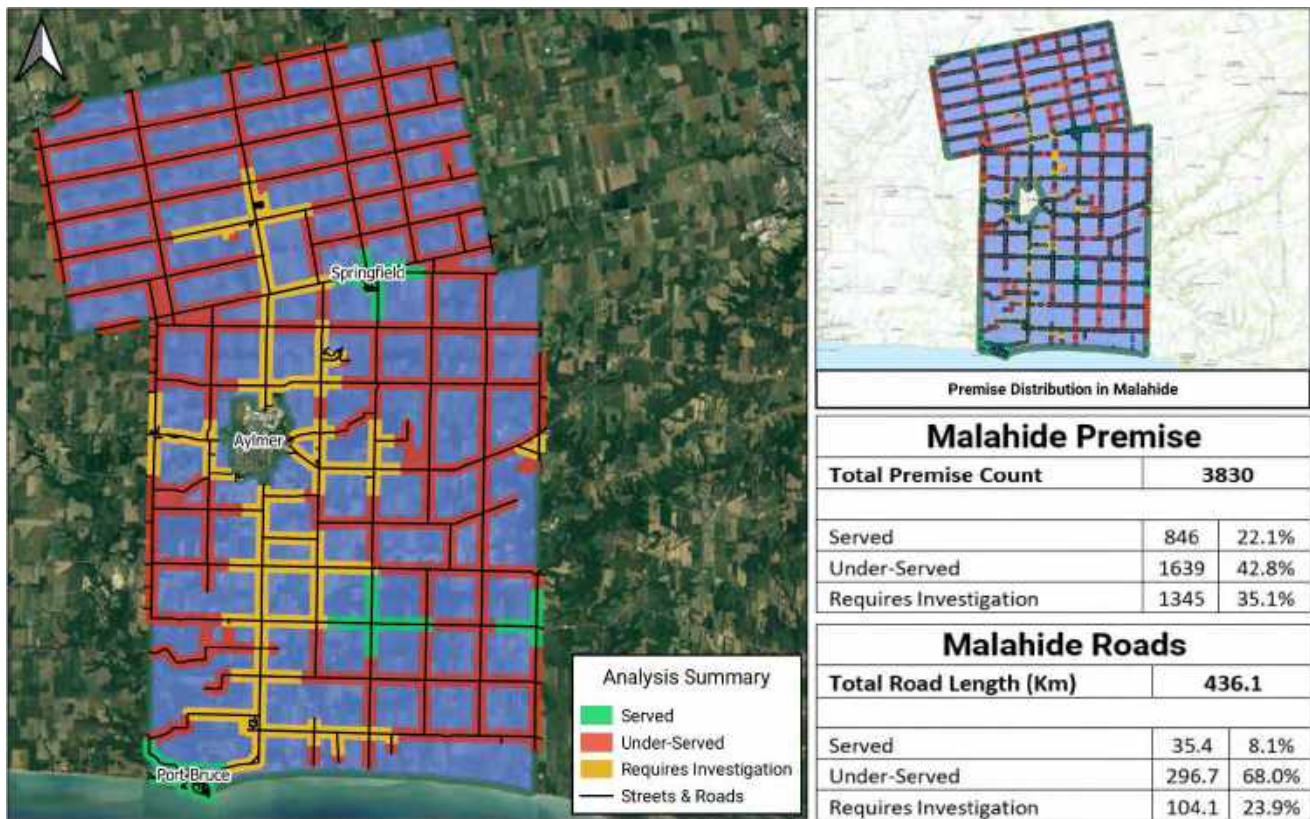


Figure 2-11: Current Understanding of Served and Underserved Areas within Malahide

The Township of Malahide has fibre optic infrastructure spurring out of Aylmer. Notably infrastructure down into Port Bruce, into Fairview, and up into Lyons. There are several fixed wireless towers in and around the Township that serve residences and businesses as well.

Correlating ISED and Internet speed test data, premises along the path of fibre infrastructure provides minimal confidence that residences and business have access to CRTC broadband minimum speeds.

Areas theoretically covered by fixed wireless towers do not meet the CRTC speed minimums. This is validated with local speed test results.

For perceived underserved areas in the municipality, ISED data is confirmed against the local survey data that properly represents the underserved area.

Confirmed served premises account for 22.1% of total premises, while underserved premises represent 42.8% of total premises. 35.1% requires further investigation.

Based on road segment lengths, 8.1% is considered served while 68.0% is considered underserved. 23.9% requires further investigation.

## Municipality of Bayham

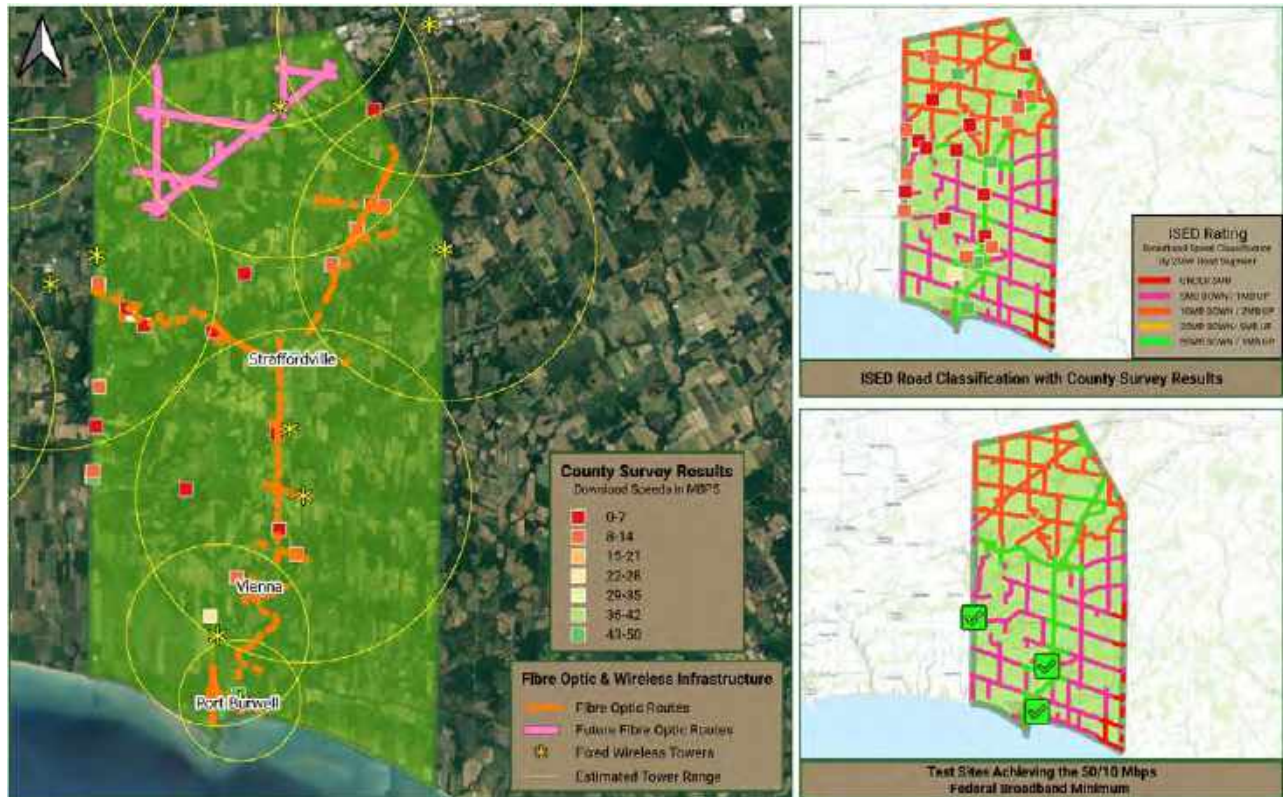


Figure 2-12: Current State of Broadband Infrastructure within Bayham

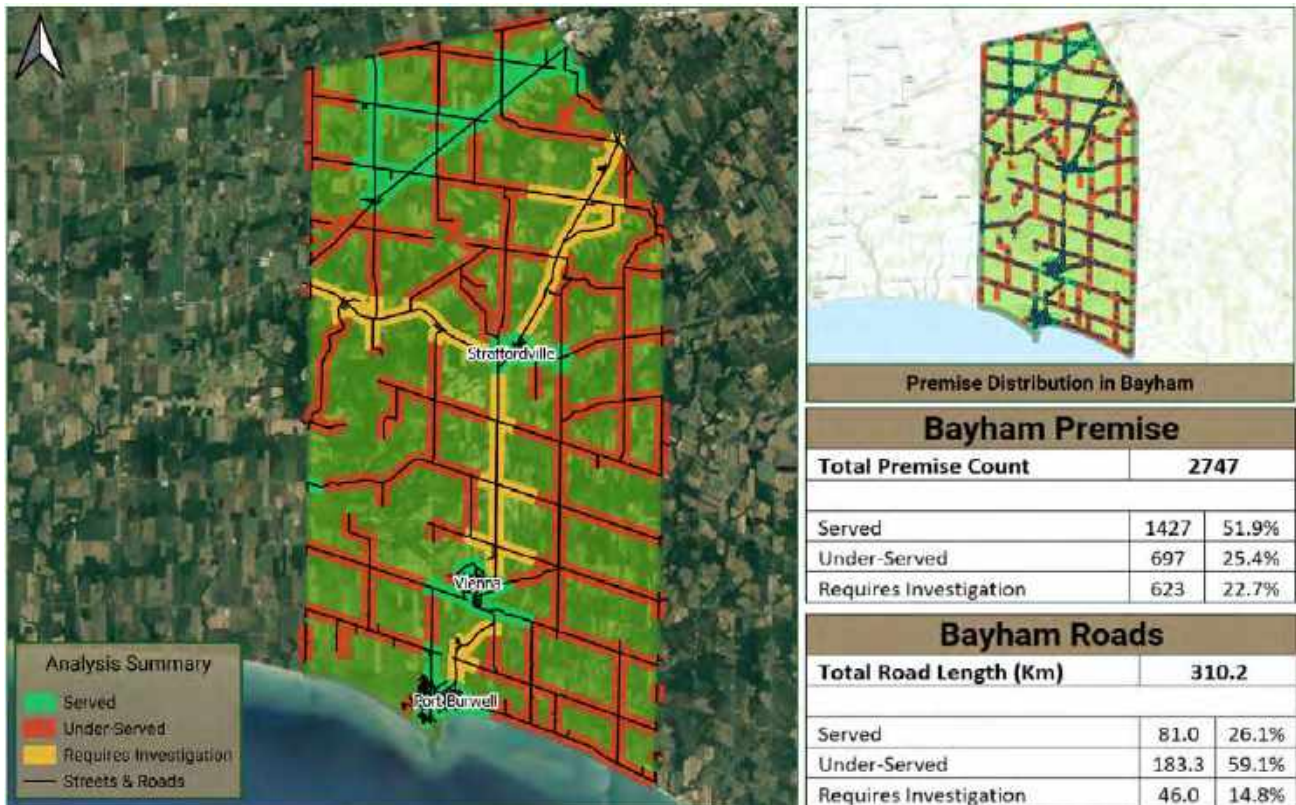


Figure 2-13: Current Understanding of Served and Underserved Areas within Bayham

The Municipality of Bayham primarily has fibre optic infrastructure in and between the communities of Port Burwell, Vienna, and Straffordville. There is additional fibre that extends out from these communities as well. SWIFT has a confirmed funded fibre build in and around North Hall and Corinth. There are several fixed wireless towers in and around the municipality that serve residences and businesses as well.

Correlating ISED and Internet speed test data, premises along the path of fibre infrastructure provide confidence in some areas that residences and business have access to CRTC broadband minimum speeds. The exception here is the route between Vienna and Straffordville and the fibre path running west out of Straffordville. Internet speed test data conflicts ISED road network data in these cases.

Areas theoretically covered by fixed wireless towers do not meet the CRTC speed minimums. This is validated with local speed test results.

For perceived underserved areas in the municipality, ISED data is confirmed against the local survey data that properly represents the underserved area.

Confirmed served premises account for 62.6% of total premises, while underserved premises represent 37.4% of total premises. 0% requires further investigation.

Based on road segment lengths, 20.6% is considered served while 79.4% is considered underserved. 0% requires further investigation.

### County Summary

Premises served vs. underserved and served area by road segments are two key metrics to further review. The following table provides a summary of served and underserved premises in Elgin County.

MUNICIPALITY	PREMISES SERVED (COUNT / PERCENTAGE)		PREMISES UNDERSERVED (COUNT / PERCENTAGE)		PREMISES REQUIRES FURTHER INVESTIGATION (COUNT / PERCENTAGE)	
West Elgin	1655	67.7%	785	32.1%	6	0.2%
Dutton Dunwich	1194	62.6%	712	37.4%	0	0.0%
Southwold	787	38.4%	811	39.6%	450	22.0%
Central Elgin	3975	72.0%	1296	23.5%	249	4.5%
Malahide	846	22.1%	1639	42.8%	1345	35.1%
Bayham	1427	51.9%	697	25.4%	623	22.7%
<b>County Total</b>	<b>9884</b>	<b>53.4%</b>	<b>5940</b>	<b>32.1%</b>	<b>2673</b>	<b>14.5%</b>

\*Totals do not equal 100% because there are areas that have been identified as requiring further investigation.

The following table provides a summary of served and underserved areas of the County based on length of road segment.

MUNICIPALITY	SERVED AREA BY ROAD SEGMENT (LENGTH / PERCENTAGE)		UNSERVED AREA BY ROAD SEGMENT (LENGTH / PERCENTAGE)		AREAS REQUIRING INVESTIGATIONS BY ROAD SEGMENT (LENGTH / PERCENTAGE)	
	Length (km)	Percentage (%)	Length (km)	Percentage (%)	Length (km)	Percentage (%)
West Elgin	79.3 km	21.6%	286.5 km	77.8%	2.2 km	0.6%
Dutton Dunwich	69.7 km	20.6%	268.4 km	79.4%	0.0 km	0.0%
Southwold	67.5 km	19.2%	264.6 km	75.4%	19.0 km	5.4%
Central Elgin	109.2 km	28.1%	263.5 km	67.7%	16.5 km	4.2%
Malahide	35.4 km	8.1%	296.7 km	68.0%	104.1 km	23.9%
Bayham	81.0 km	26.1%	183.3 km	59.1%	46.0 km	14.8%
<b>County Total</b>	<b>442.1 km</b>	<b>20.2%</b>	<b>1563.0 km</b>	<b>71.3%</b>	<b>187.8 km</b>	<b>8.6%</b>

The above two tables indicate that roughly 53.4% of the County has access to Internet speeds of at least 50 Mbps download and 10 Mbps upload. On the other hand, roughly 32.1% of County premises do not have access to minimum broadband speeds.

In contrast, roughly one third of premises underserved account for more than 70% of the County geographic area as represented by length of road. This is reflective of the rural broadband challenges that the County is facing.

The Township of Aylmer was reviewed for broadband services and deemed to be served.

### 3 Options Analysis and Recommendations

#### 3.1 Technical Options

##### 3.1.1 County Wide Fibre Deployment

Further investigation of the suspect areas enabled the requalification of all road segments and premises to either “Served” or “Under-Served”.

The County-Wide Fibre Deployment option involves the deployment of buried and aerial backbone fibre along all County roads in un/underserved areas of the County, with drops installed to each premise, (home/business), connecting to the network.

The benefits of this infrastructure are primarily that premises are connected via fibre optic cable, providing a secure access, with highest possible speeds, and that the connection is future-proofed, to the extent that with updated electronics in the future, speeds could be further increased. Based on the performance and longevity of existing fibre optic infrastructure that has been deployed globally, it would be expected that a fibre optic infrastructure would have a useful life of 30 years or greater.

The cons of such an approach are primarily related to the option’s cost.

MUNICIPALITY	PREMISE COUNT				ROAD LENGTH (KM)			
	Served		Under-Served		Served		Under-Served	
	Count	%	Count	%	Count	%	Count	%
<b>West Elgin</b>	1658	67.8%	788	32.2%	79.3	21.5%	288.7	78.5%
<b>Dutton/ Dunwich</b>	1194	62.6%	712	37.4%	69.7	20.6%	268.4	79.4%
<b>Southwold</b>	1146	56.0%	902	44.0%	85.1	24.2%	266.0	75.8%
<b>Central Elgin</b>	4128	74.8%	1392	25.2%	114.6	29.4%	274.6	70.6%
<b>Bayham</b>	1427	51.9%	1320	48.1%	81.0	26.1%	229.3	73.9%
<b>Malahide</b>	1824	47.6%	2006	52.4%	97.2	22.3%	338.9	77.7%
<b>County Total</b>	<b>11377</b>	<b>61.5%</b>	<b>7120</b>	<b>38.5%</b>	<b>527</b>	<b>24.0%</b>	<b>1665.9</b>	<b>76.0%</b>

For purposes of costing analysis, it was assumed that backbone fibre would be installed across all underserved roads, with drops only installed to the backbone, based on the assumed take-rates. Average costs of \$60/m for construction of rural backbone fibre, and \$1,000 per drop (connecting a premise to the backbone), were then used to estimate costs, based on various take-rates.

MUNICIPALITY	BACKBONE COST (Under-Served)	CONNECTION COSTS			
		Percentage of Under-Served Premises Connected			
		10%	50%	70%	100%
<b>West Elgin</b>	\$ 17,322,000	\$ 78,800	\$ 394,000	\$ 551,600	\$ 788,000
<b>Dutton/ Dunwich</b>	\$ 16,104,000	\$ 71,200	\$ 356,000	\$ 498,400	\$ 712,000
<b>Southwold</b>	\$ 15,960,000	\$ 90,200	\$ 451,000	\$ 631,400	\$ 902,000
<b>Central Elgin</b>	\$ 16,476,000	\$ 139,200	\$ 696,000	\$ 974,400	\$1,392,000
<b>Bayham</b>	\$ 13,758,000	\$ 132,000	\$ 660,000	\$ 924,000	\$1,320,000
<b>Malahide</b>	\$ 20,334,000	\$ 200,600	\$1,003,000	\$1,404,200	\$2,006,000
	<b>\$ 99,954,000</b>	<b>\$ 712,000</b>	<b>\$3,560,000</b>	<b>\$4,984,000</b>	<b>\$7,120,000</b>

Summarizing all costs by Take Rate, including backbone and connection costs, it can be seen that the cost of connecting all underserved areas ranges from \$100M @ 10% take rate, to approximately \$107M @ 100% take rate. More dynamically, and perhaps at a rate more

meaningful to individual constituents, the cost per premise-connected varies from \$141,385, to \$15,038, as the take rate increases from 10% to 100%, underscoring the importance of marketing and communications activities prior to construction.

<b>COST SUMMARY</b>				
<b>Fibre Connectivity to Under-Served Premises</b>				
<b>Take Rate</b>				
	<b>10%</b>	<b>50%</b>	<b>70%</b>	<b>100%</b>
<b>Total Capital Cost</b>	<b>\$100,666,000</b>	<b>\$103,514,000</b>	<b>\$104,938,000</b>	<b>\$107,074,000</b>
<b>Total Capital Cost/km</b>	<b>\$ 60,427</b>	<b>\$ 62,137</b>	<b>\$ 62,992</b>	<b>\$ 64,274</b>
<b>Total Capital Cost/Premise</b>	<b>\$ 141,385</b>	<b>\$ 29,077</b>	<b>\$ 21,055</b>	<b>\$ 15,038</b>

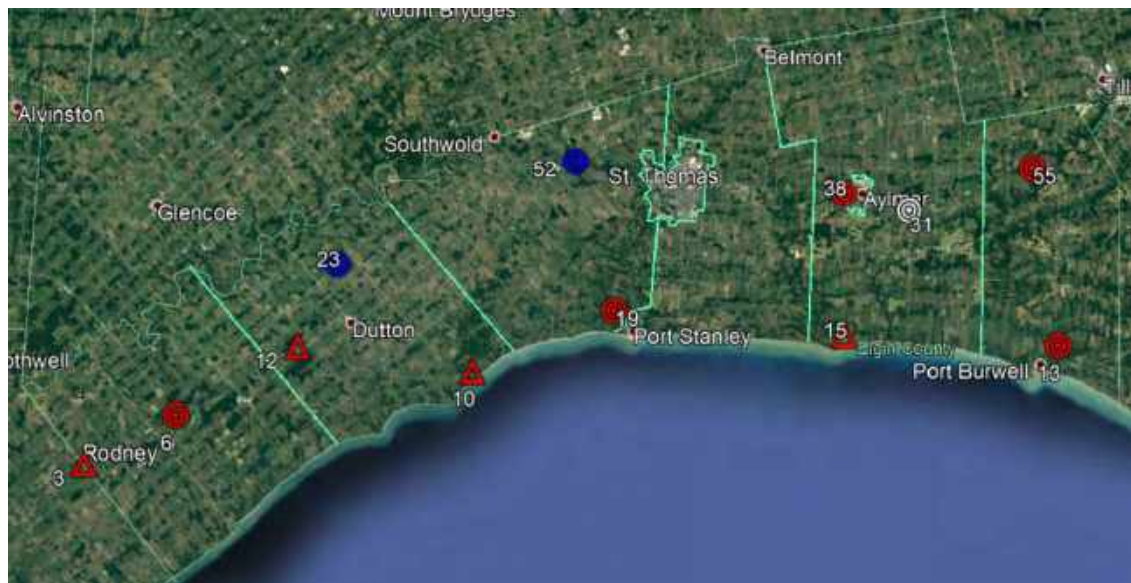
### 3.1.2 Fibre Backbone to Fixed Wireless Locations

This option is comprised of deploying fibre backbone to connect 12 tower sites across the County that would provide suitable wireless coverage, and then utilizing radio technology to connect premises within each tower’s coverage area. Premises along the fibre paths would be served with fibre.

The benefits of such an approach are primarily financial, underscored by shorter deployment timelines. The cons relate to upgradability of the system to higher speeds in the future, as well as the potential for signal degradation based on the density of foliage as well as other environmental factors.

For evaluation purposes, the ISED database was scanned to provide a list of all towers within Elgin County. The data provided tower height, spatial position, and owner. It was assumed that towers owned by service providers such as TekSavvy, Xplornet, and others are likely used to provide wireless broadband, and therefore, to position new antennas on those towers, would not have any impact on advancing towards the goal of expanding broadband coverage. 12 cellular towers (detailed in the following table), dispersed across the county, were then selected from which to model wireless broadband coverage.

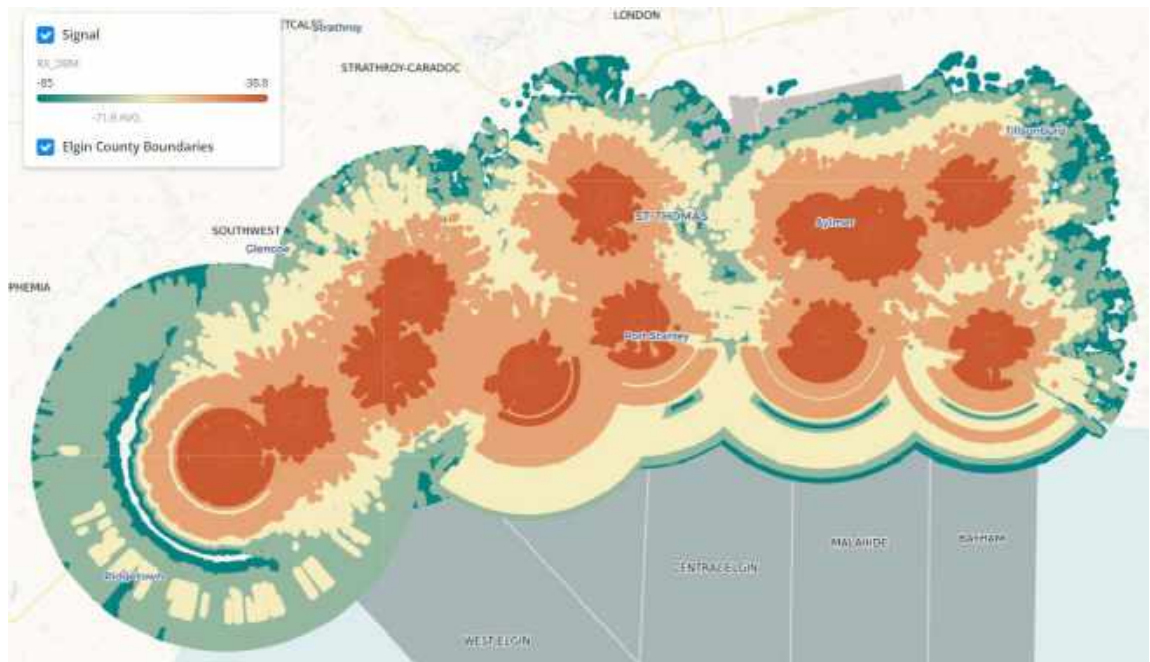
Google Earth Tower ID	Latitude	Longitude	Tower Height	Structure Type	Company	Owner Antenna Count	Total Tower Antenna Count	Percent Owner Antennas on Tower
3	42.55138889	-81.76555556	60 m	KDSS	Rogers Communications Canada Inc.	2	2	1
6	42.58972222	-81.67583333	60 m	Guyed	Rogers Communications Canada Inc.	8	8	1
10	42.62986111	-81.37727778	65 m	KDSS	Rogers Communications Canada Inc.	2	2	1
12	42.63944444	-81.55611111	61 m	KDSS	Rogers Communications Canada Inc.	2	2	1
13	42.66111111	-80.78194444	90 m	Guyed	Rogers Communications Canada Inc.	8	12	0.6667
15	42.66472222	-81.00027778	80 m	KDSS	Rogers Communications Canada Inc.	2	2	1
19	42.67833333	-81.235	80 m	Silo	Rogers Communications Canada Inc.	2	2	1
23	42.70666667	-81.52	62 m	Guyed	Bell Mobility Inc.	8	8	1
31	42.76111111	-80.93388889	80 m	Guyed	CHPD RADIO	1	1	1
38	42.77202778	-81.00161111	45 m	Monopole	Rogers Communications Canada Inc.	4	4	1
52	42.79066667	-81.27952778	91 m	Guyed	Bell Mobility Inc.	6	6	1
55	42.79527778	-80.8075	90 m	Guyed	Rogers Communications Canada Inc.	18	18	1



The towers were then connected, via fibre optic connections, run from the nearest served area, and premises counted along the serving fibre routes, as identified in the following table.

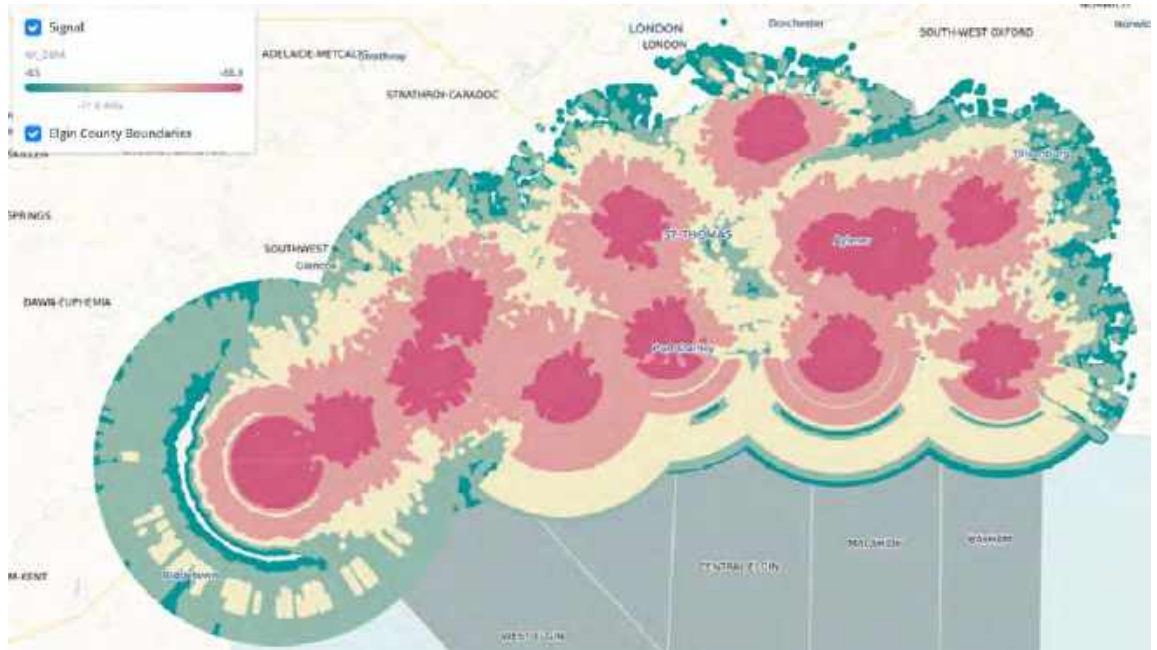
TOWER NUMBER	FIBRE CONNECTION LENGTH (M)	UNSERVED PREMISE COUNT ON SERVING FIBRE PATH	MUNICIPALITY
Tower 03	6,795	20	West Elgin
Tower 06	2,129	7	West Elgin
Tower 10	7,634	20	Dutton/Dunwich
Tower 12	4,392	17	Dutton/Dunwich
Tower 13	1,630	2	Bayham
Tower 15	158	0	Malahide
Tower 19	3,159	0	Southwold
Tower 23	5,797	10	Dutton/Dunwich
Tower 31	4,802	107	Malahide
Tower 38	1,677	0	Malahide
Tower 52	8,143	116	Southwold
Tower 55	3,686	17	Bayham
<b>TOTAL</b>	<b>50,002</b>	<b>316</b>	

A conservative RF propagation model was built, based on 5.8GHz radios, with omni-directional antennas placed at the tops of the towers, for simplicity. Coverage predictions were then run, using the Radio Mobile online tool, with receive omni-directional, 9 dBi antennas mounted at an elevation of 5m, simulating rooftop antenna mounts.





Coverage from the 12 towers was found to blanket the majority of the County, with the exception of the far north end of Malahide, and the Belmont area. By finding a suitable site in the Belmont area, and establishing a 13<sup>th</sup> tower, coverage of the county was significantly enhanced. For the purposes of this report, a new tower in close proximity to the Belmont water tower site was chosen, with a 32m tower modeled, as depicted below.



As can be seen in the above coverage prediction model, the 13 towers modeled should provide adequate signal strength, covering virtually all of the County. Lower frequency radio technologies would improve coverage and signal strength. Areas for further examination in the detailed design phase, would be selection of radio equipment and coverage in the areas between St Thomas and Aylmer, as well as the far north end of Malahide.

For purposes estimating costs of serving towers, the same cost assumption (\$60/m) for fibre and (\$1000/ connection) were used as with the first option of deploying fibre to all underserved roads. The cost of radio equipment and antennas was estimated at \$5,000 per tower, and the cost to build a new tower was estimated at \$250,000.

Number of Towers	Total Fibre Length (m)	Estimated Cost (Fibre)	Estimated Cost Tower Radio Equipment
12	50002	\$ 3,000,120	\$ 60,000
1	TBD	TBD	\$255,000

Similar to the all-fibre option, connection costs for those premises along the fibre serving the towers are estimated at \$1,000 per connection, and \$500 per connection for those using the wireless infrastructure.

Municipality	Tower Fibre Length	Under-Served Premise Count on Tower Fibre	Under-Served Road Length (km)	Remaining Municipality Premises Count Under-Served	Tower Cost	CONNECTION COSTS			
						Percentage of Under-Served Premises Connected			
						10%	50%	70%	100%
West Elgin	8924	27	288.7	761	\$ 545,440	\$ 40,750	\$ 203,750	\$ 285,250	\$ 407,500
Dutton/Dunwich	17823	47	268.4	665	\$ 1,084,380	\$ 37,950	\$ 189,750	\$ 265,650	\$ 379,500
Southwold	11302	116	266	786	\$ 688,120	\$ 50,900	\$ 254,500	\$ 356,300	\$ 509,000
Central Elgin	0	0	274.6	1392	\$ 255,000	\$ 69,600	\$ 348,000	\$ 487,200	\$ 696,000
Bayham	5316	19	229.3	1301	\$ 328,960	\$ 66,950	\$ 334,750	\$ 468,650	\$ 669,500
Malahide	6637	107	338.9	2006	\$ 413,220	\$ 105,650	\$ 528,250	\$ 739,550	\$1,056,500
<b>\$ 3,315,120</b>						<b>\$ 371,800</b>	<b>\$1,859,000</b>	<b>\$2,602,600</b>	<b>\$3,718,000</b>

Summarizing all costs by Take Rate, including fibre to connect towers and premise connection costs, it can be seen in the following table, that the cost of connecting all underserved areas ranges from \$3.7M @ 10% take rate, to approximately \$7.1M @ 100% take rate. More dynamically, and perhaps at a rate more meaningful to individual constituents, the cost per premise-connected varies from \$5,178, to \$988, as the take rate increases from 10% to 100%.

<b>COST SUMMARY</b>				
<b>Fibre Connectivity to Under-Served Premises</b>				
<b>Take Rate</b>				
	<b>10%</b>	<b>50%</b>	<b>70%</b>	<b>100%</b>
<b>Total Capital Cost</b>	<b>\$3,686,920</b>	<b>\$5,174,120</b>	<b>\$5,917,720</b>	<b>\$7,033,120</b>
<b>Total Capital Cost/km</b>	<b>\$ 2,213</b>	<b>\$ 3,106</b>	<b>\$ 3,552</b>	<b>\$ 4,222</b>
<b>Total Capital Cost/Premise</b>	<b>\$ 5,178</b>	<b>\$ 1,453</b>	<b>\$ 1,187</b>	<b>\$ 988</b>

### 3.1.1 Cost Summary

Cost estimates for both options are compared in the table below, with the more robust option carrying the higher price tag.

<b>COST SUMMARY</b>				
<b>Fibre Connectivity to Under-Served Premises</b>				
<b>Take Rate</b>				
	<b>10%</b>	<b>50%</b>	<b>70%</b>	<b>100%</b>
<b>County Wide Fibre Deployment</b>				
<b>Total Capital Cost</b>	<b>\$100,666,000</b>	<b>\$103,514,000</b>	<b>\$104,938,000</b>	<b>\$107,074,000</b>
<b>Total Capital Cost/km</b>	<b>\$ 60,427</b>	<b>\$ 62,137</b>	<b>\$ 62,992</b>	<b>\$ 64,274</b>
<b>Total Capital Cost/Premise</b>	<b>\$ 141,385</b>	<b>\$ 29,077</b>	<b>\$ 21,055</b>	<b>\$ 15,038</b>
<b>Fibre Backbone to Fixed Wireless Locations</b>				
<b>Total Capital Cost</b>	<b>\$ 3,686,920</b>	<b>\$ 5,174,120</b>	<b>\$ 5,917,720</b>	<b>\$ 7,033,120</b>
<b>Total Capital Cost/km</b>	<b>\$ 2,213</b>	<b>\$ 3,106</b>	<b>\$ 3,552</b>	<b>\$ 4,222</b>
<b>Total Capital Cost/Premise</b>	<b>\$ 5,178</b>	<b>\$ 1,453</b>	<b>\$ 1,187</b>	<b>\$ 988</b>

Regardless of which option or combination of options is chosen, an additional 10% of total capital should be planned for design and project management.

## 3.2 Recommendations

*[All recommendations are presented here in draft subject to review and feedback from the Elgin County Connectivity Committee]*

### Preface: Impact of Ontario Connects program

Details regarding the specific details and timing of the Ontario Connects program are emerging as this report is being finalized (December, 2021). We have provided commentary regarding the expected impact of the Ontario Connects program with each recommendation.

## Summary of Recommendations

The following table is provided to summarize the recommendations provided in this section, with additional details provided regarding each recommendation:

NUMBER	RECOMMENDATION	ESTIMATED BUDGET	UNDERSERVED PREMESIS CONNECTED	TIMING	IMPACT OF ONTARIO CONNECTS PROGRAM
1	Advocacy, Strategic Purchasing & ISP Coordination	1 Senior Staff FTE	N/A	Immediately	Aligned – will provide maximum value to the County during this program
2	Fibre to the Home/ Business	\$107M	7120	5-10 yrs.	Aligned: This program could advice timing and provide funding
3	Initial Fibre Build to Radio Towers	\$7.0M	7120	3 yrs.	Overlap may need – delay or cancel this initiative pending auction results
4	Extend fibre connectivity to areas of interest / municipal locations	\$10.8M	7120	3 yrs.	Overlap may need – delay or cancel this initiative pending auction results

### Recommendation 1: Advocacy, Strategic Purchasing & ISP Coordination

As a best practice, it is recommended that the County takes on a role of facilitating and advocating for investment in broadband infrastructure both from private industry as well as other levels of government. The County does not make a direct financial contribution to constructing infrastructure under this recommendation, but rather looks to encourage cooperation, partnerships and facilitate the investment through approaches such as the facilitation of economic development and collaboration forums, removing financial or municipal approval challenges to planning and permitting of fibre optic and radio tower infrastructure, as well as leveraging and coordinating the current connectivity requirements and spending of the (i) the County, (ii) lower tier municipalities and (iii) MUSH sector agencies with service providers. This coordination approach through procurement and strategic negotiations can help the County achieve its long term broadband goals without direct financial investment in infrastructure or subsidy programs.

It is expected that 1 additional senior staff full time equivalent (FTE) would be required from the County to provide strategic leadership, facilitate coordination and collaboration forums, and lead

**Impact of Ontario Connects program:** This recommendation is aligned and an important action as the Ontario Connects program proceeds through various stages of funding allocations and ISP selections(s).

the advocacy initiatives with other levels of government. While a staff role is preferred, this role could also be assumed by a contractor/ consultant until recruitment and hiring can take place.

**Budgetary Costs: 1 senior staff FTE salary**

**Underserved Premises Connected: N/A**

**Expected Timing: Immediately**

### **Recommendation 2: Long term vision: Fibre to the Home/ Business**

We recommend the County adopt a long term vision of achieving a fibre to the home infrastructure for its residents and business. This vision provides the best long term benefits for residents and businesses and strategically positions the County for economic development growth, attracting and retaining businesses and residents. We recognize that this vision may not be immediately affordable the County and may take many years to budget and implement. There is the opportunity with coordinated infrastructure planning and construction to cost share the construction cost of fibre optic infrastructure with other County linear infrastructure such as roads and municipal water/ wastewater systems in order to offset some of the construction costs identified. The County should actively pursue all forms of advocacy both with ISPs as well as higher tier levels of government in order to identify grant funding programs that will help accelerate the implementation of this long term vision. The Ontario Connects program may provide a significant benefit to advance the implementation of this recommendation.

**Impact of Ontario Connects program:** This recommendation is aligned with the long term strategy and expected outcomes of the Ontario Connects program and it would be expected that significant funding could be secured through this program to accomplish this recommendation

**Budgetary Costs: \$107,074,000**

**Underserved Premises Connected: 7120**

**Expected Timing: 5-10 years, depending on timing of available funding**

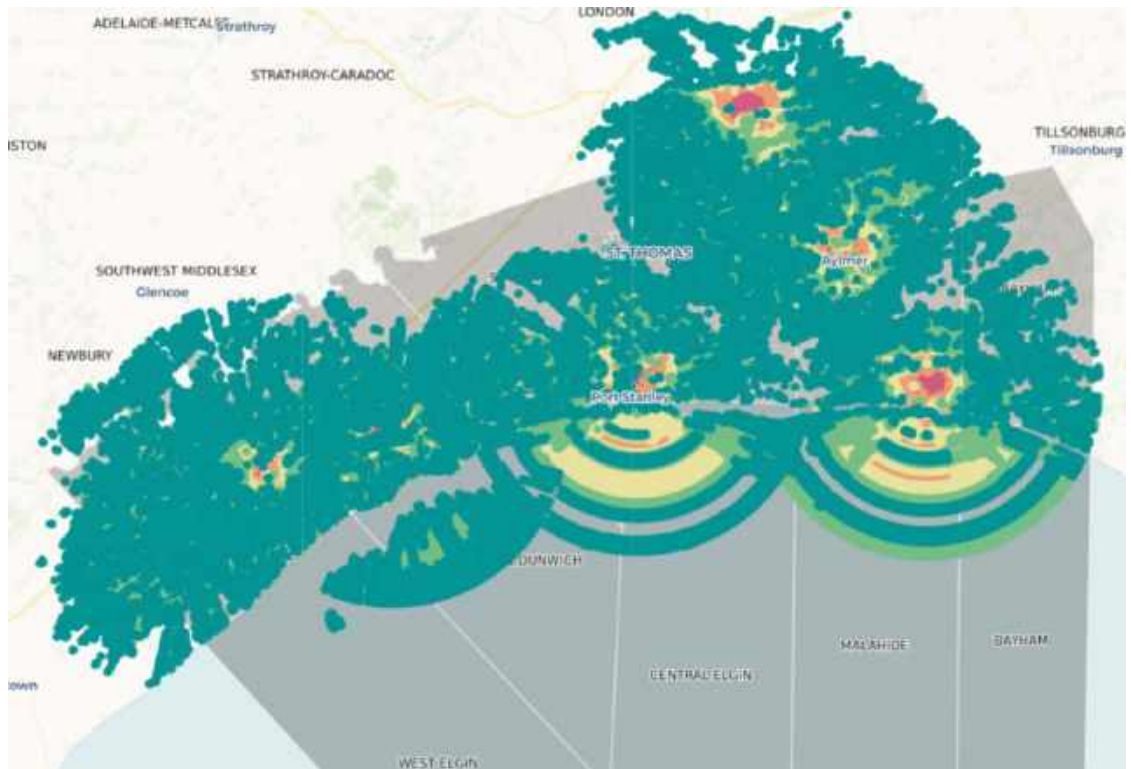
### Recommendation 3: Initial Fibre Build to Radio Towers

We have identified several options in each municipality for the County to invest in a hybrid fibre/wireless approach to improve broadband connectivity in the County. This hybrid approach would involve the implementation of a fibre optic infrastructure from high density areas (e.g. served) extending along roadways to connect radio towers and residents along the fibre route to high speed services. A further analysis of the County's existing water tower infrastructure indicates that these towers may be a suitable substitute to colocation on some 3<sup>rd</sup> party towers or any new radio tower construction.

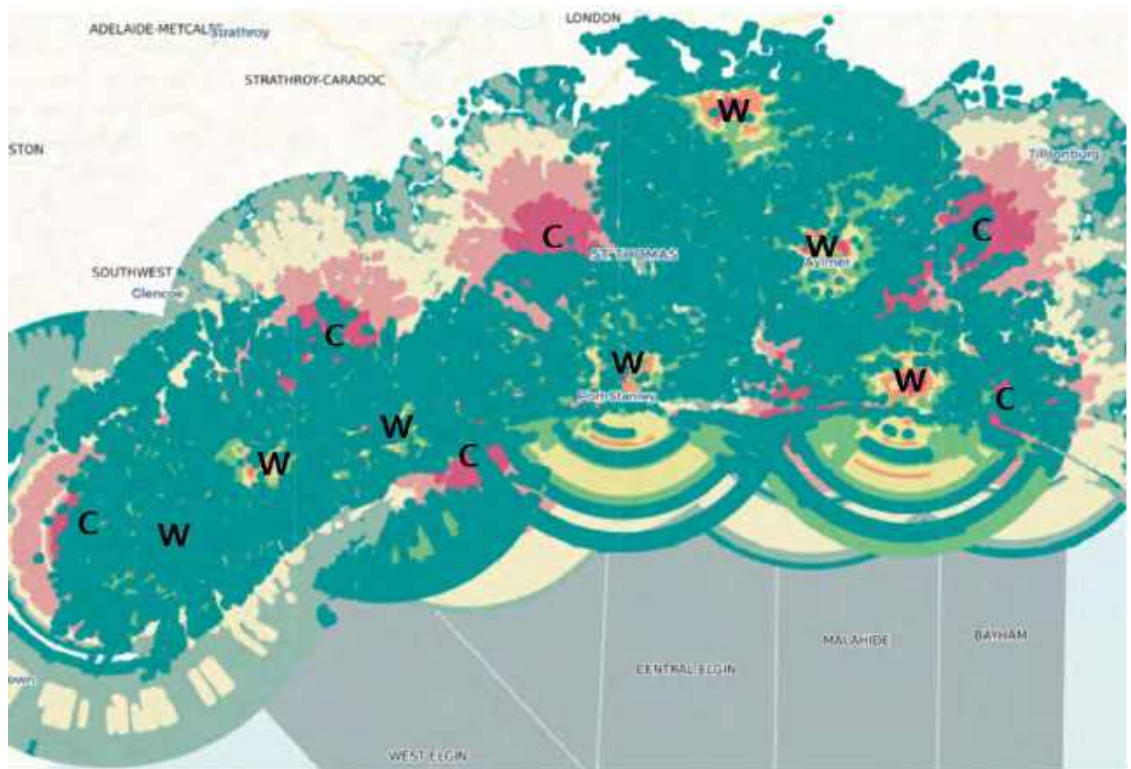


Elgin County Water Towers

Coverage predictions based on placing radios and antennas on the seven water towers, show reduced coverage areas from those of the colocation towers, due to the reduced relative height of the towers.



When overlaying coverage from the water towers on that from the previously proposed colocation towers, it can be seen that by deploying radios on existing water towers, (typically within served areas with connectivity readily available), the number of colocation towers required to fill out coverage could be reduced by approximately 50%. The following depiction shows coverage areas from water towers (W) and colocation towers (C).



As part of the detailed design phase, coverage predictions should be verified, based on radio and antenna technologies selected. Coverage and signal strength will vary, based on the radio technology, frequencies and use of higher-gain directional antennas, better focusing signals to where they are needed. The reduction of colocation towers, reduces the monthly fees related to tower space leases.

This approach is the recommended first step for the County to prioritize to improve broadband connectivity, subject to the outcomes that will be achieved by the Ontario Connects program.

**Impact of Ontario Connects program:** The Ontario Connects program would supersede the expected outcomes of this recommendation and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

**Budgetary Costs: \$7,033,120**

**Underserved Premises Connected: 7120**

**Expected Timing: 3 years**



**Recommendation 4: Extend fibre connectivity to areas of interest / municipal locations**

This recommendation builds on recommendation 3 above and would provide for additional fibre optic connectivity to residents and businesses along the proposed fibre path, as well as achieving connectivity to municipal locations and land identified for future development to support specific economic development objectives. Please refer to the maps provided in Appendix C for additional details regarding this recommendation

**Impact of Ontario Connects program:** The Ontario Connects program would supersede the expected outcomes of this recommendation and therefore the implementation of this program should be deferred until outcomes of the Ontario Connects program are further understood, in mid-year 2022.

**Budgetary Costs: \$10,761,120**

**Underserved Premises Connected: 7120**

Note that there are \$3,728,000 incremental fibre costs relative to Recommendation 3 as identified in the table below:

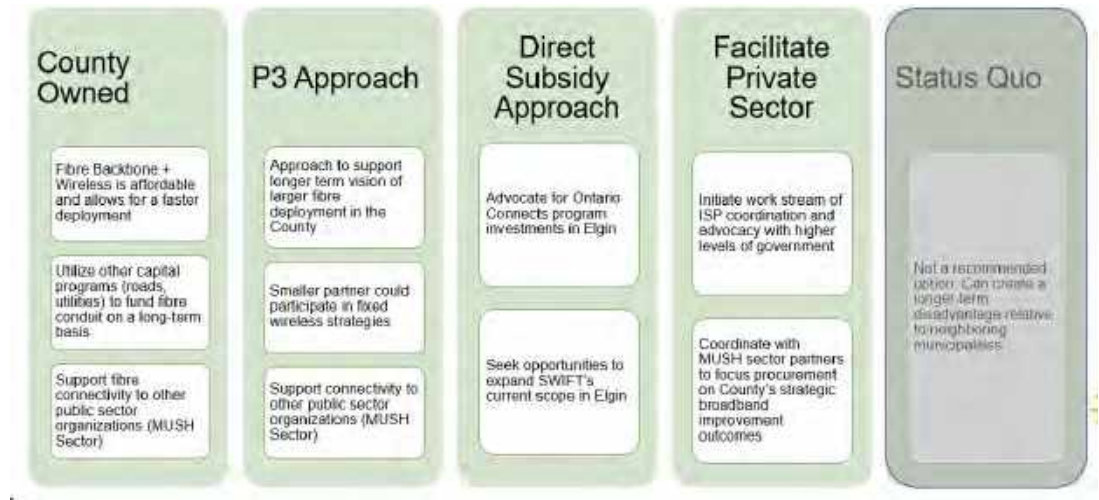
Municipality	Fibre Segment Name	Under-Served Premise Count on Fibre	Fibre Segment Length (km)	Estimated Budget
<b>Malahide</b>	Aylmer – Richmond	74	5.57	\$408,200
<b>Malahide</b>	Aylmer - Springfield	79	7.98	\$557,800
<b>Malahide</b>	St. Thomas - Aylmer	68	2.54	\$220,400
<b>Central Elgin</b>	St. Thomas - Aylmer	172	9.66	\$751,600
<b>Central Elgin</b>	Fairview Rd - Sparta	136	7.26	\$571,600
<b>Southwold</b>	Shedden – St. Thomas	128	8.02	\$609,200
<b>Southwold</b>	Shedden – Talbotville Royal	128	8.02	\$609,200
<b>Totals</b>		<b>785</b>	<b>49.05</b>	<b>\$3,728,000</b>

**Underserved Premises Connected: 785**

**Expected Timing: 1-3 years**

### 3.3 Governance / Funding Options

The following sections describe the governance and funding options available for the County as summarized in the figure below. We begin this summary with some preliminary information regarding the Ontario Connects program



#### 3.3.1 Ontario Connects: Ontario's Accelerated High-Speed Internet Program

Note that at the time of writing this report, the Ontario Connects program was initially announced with program objectives as follows:

- Facilitate speed of delivery of high-speed internet services and 100% coverage at a minimum service level of 50/10 Mbps for approximately 700,000 unserved or underserved homes by the end of 2025
- Leverage existing utility infrastructure and rights of way to reduce required subsidies and compress delivery timelines
- Attract broad market participation of quality counterparties that is inclusive of smaller and local players
- Ensuring infrastructure lasts and can be upgraded as needed

The program has committed \$4B to connect every region in Ontario to reliable, high speed internet by the end of 2025. It is expected to support accelerated broadband expansion in the Province. While little detailed information is known, the Province has stated that the process will enable Internet Service Providers (ISPs) to bid for provincial subsidies through a series of reverse auction events, with winning bids meeting the defined coverage and deployment requirements at the most reasonable price.

The program is in very early stages of formulation, and few details are known regarding the eligibility for ISPs and/or municipalities to participate directly in the program.

#### Benefits and Risks

The program announcement represents the most amount of funding that any provincial government has committed to improving broadband connectivity. The reverse auction process that is described would tend to favor incumbent ISPs with existing infrastructure in the County that can cost-effectively compete for subsidies in a reverse auction subsidy format. If successful,

the program would provide a significant incentive to existing ISPs to invest in infrastructure to serve all underserved areas of the County.

Risks of the program include the ability of the program to have sufficient budget fund connectivity to all underserved areas in the County, as well as the province’s ability to execute on the program in the stated timeframe.

Since little detailed information regarding this program is known, we continue to describe other funding solutions in the following sections, assuming that they may be required in a coordinated and complementary fashion to fund areas within the County where the Ontario Connects program may not be eligible or have sufficient funding budget to adequately address.

### 3.3.2 County Owned

This scenario sees the County taking the initiative in making an investment in building fibre optic networks to provide universal connectivity to all residents and business that are currently underserved. The County would seek grant funding from higher levels of government (e.g. Ontario and Canada) through programs such as ICON (Improving Connectivity for Ontario) and the UBF (Universal Broadband Fund). The County would be expected to contribute a percentage of project costs directly (usually 25% to 50%) as part of the conditions of the grant funding program.

Recent (August 2021) funding announcements from the governments of Ontario and Canada related to the ICON and UBF programs have committed the following amounts to fund \$1.344B in broadband projects. It is unclear of the amounts of funding provided from Ontario and Canada, nor if the Ontario contribution is part of the \$4B funding announced under the Ontario Connects program.

REGION	FUNDING AMOUNT (\$M)
North East Ontario	\$170
North West Ontario	\$148
Eastern Ontario	\$362
Golden Horseshoe Region	\$73
Central Ontario	\$230
Telesat (Satellite)	\$109
South West Ontario	\$252
Total	\$1,344

It is unclear at the time of writing the amount of funding that has been allocated for projects within Elgin County.

Using County and lower-tier municipal operational connectivity requirements as well as working closely with other public sector organizations, commonly referred to as the MUSH sector (Municipalities, Universities, Schools and Hospitals) as a network anchor / backbone client, these organizations could recover some of the upfront capital costs of construction through long term savings on connectivity costs currently paid to 3<sup>rd</sup> party providers. By installing additional conduit and fibre capacity at the time of construction, incremental extensions to the municipal network can be made. The County would facilitate retail service delivery through partnerships

with retail and wholesale Internet Service Providers (ISPs) to enable the delivery of retail telecommunications services to business and residents.

### **Benefits and Risks**

This option provides the benefit of stimulating and increasing competition for broadband services at a retail level. Incumbents may respond in the form of additional network investments and capacity to maintain their existing market share. The County retains local control over its assets. This model may not stimulate the wholesale / reseller telecommunications market (even if wholesale services are offered at reasonable discounted rates) as some resellers may be wary of trying to compete with the County for commercial and residential clients. Risks with this model are both financial and operational. There is a high degree of risk in securing grant funding from higher levels of government as the process to apply for grants is highly competitive and available funding for grants is highly oversubscribed by the requests for grant funding that are received.

The cost of construction presents a risk that can be managed through diligent procurement and construction management, however there is a longer term risk of demand for retail services not meeting initial forecasts, or competitive forces creating price pressure on retail services. This may result in underutilized or stranded network investment in the longer term. The County does not have the expertise to operate retail telecommunications services, so there is some risk in terms of creating operational partnerships with ISPs willing to take on this role.

### **3.3.3 P3 approach**

Under this scenario, the County would engage potential partners in the investment and operations of the network by publishing long range plans and soliciting partner interest through a Request for Proposal (RFP) process. Potential partners could participate in the form of providing financing, construction and/or operational expertise to build and operate the network. Depending on the nature of the partnership, the County may contribute to the partnership in the form of capital contribution, long term commitments to purchase telecommunications services or a combination of both. This model is more expensive than direct ownership of assets since private sector partners will want to receive a return (profit) from their investments.

### **Benefits and Risks**

This option has the benefit of leaving options open for the County that is unwilling to commit to a build program or lacks the available capital to invest in broadband infrastructure. Partners may bring needed construction and/ or operational expertise that the County may require for such a network. This model creates a shared risk reward scenario for the County and the partner. Risks involved with this approach include the ability to attract a suitable partner for various reasons (size of the investment, market conditions, etc), as well as the risk of losing some local control over the implementation of the network, uneven network coverage, etc. Since these arrangements are normally over a period of 10 to 30 years in order to allow for investment recovery and profit, it is important to ensure that long term vision of the partner is aligned with the County to prevent partnership conflicts. Exit strategies for both the County and the partner must be carefully thought through as part of forming the partnership.

### **3.3.4 Direct Subsidy Approach**

This approach, modeled after the SWIFT program that is currently active in Elgin County would have the County look to contribute one time funding to provide capital subsidies to existing ISPs as an incentive to invest in the construction of broadband infrastructure that would connect areas of the County that are currently underserved.

In this model, the County would allocate funds to be provided to service providers through a procurement process that is focused on specific outcomes in geographic areas (e.g. premises served, fibre route meters deployed).

### **Benefits and Risks**

This model differs from the County Owned model in that the County does not retain long term ownership of the assets, nor has the obligations to maintain the assets over their asset life. Risks of this approach include the County not having a long term control and little influence or ability to ensure that service levels to residents and businesses are provided and affordable pricing is maintained in the long term. In order to ensure that the Municipal Act is followed in terms of unfairly biasing or subsidizing a private sector organization, this subsidy approach would need to be done through an arms length origination such as SWIFT, of which Elgin County is already a participating member.

It should be noted that the Ontario Connects program appears take a very similar approach with the reverse auction subsidy model, with 7 year financial holdback provisions to have some trailing influence to ensure that ISPs maintain commitments to service quality and pricing.

### **3.3.5 Facilitate Private Sector Investment**

In this approach, the County takes on a role of facilitating and advocating for investment in broadband infrastructure both from private industry as well as other levels of government. The County does make a direct financial contribution, but rather looks to encourage cooperation, partnerships and facilitate the investment through approaches such as the facilitation of economic development and collaboration forums, removing financial or municipal approval challenges to planning and permitting of fibre optic and radio tower infrastructure, as well as leveraging and coordinating the current connectivity requirements and spending of the (i) the County, (ii) lower tier municipalities and (iii) MUSH sector agencies with service providers, providing this committed revenue stream as a mechanism to encourage ISP investment in underserved areas. This coordination approach through procurement and strategic negotiations can help the County achieve its long term broadband goals without direct financial investment in infrastructure or subsidy programs.

### **Benefits and Risks**

The primary benefit of this approach is that it can be executed with minimal incremental costs and should be undertaken as a best practice from a strategic procurement as well as a County economic development and advocacy perspective. Risks with this approach include that without direct investment from the private sector and higher levels of government this approach is unlikely to be successful, or result in a short term improvement. The County has little direct influence or control of outcomes, service levels or timelines with this approach.

### **3.3.6 Status Quo**

Under this scenario, the County would take a passive role, leaving investment in broadband infrastructure to the private sector with any grant subsidies the private sector is able to secure from higher levels of government. The County would continue to purchase the services it requires from commercial telecommunications providers, at the broadband speeds and prices currently available in the current marketplace without coordinating procurement efforts with other public sector entities.

### **Benefits and Risks**

This option has the benefit of no investment being required, however there is a risk that places the County at comparative disadvantage in the long run if commercial telecommunications providers do not make investments in fibre optic infrastructure to support the needs of the County as well as local businesses and residents.

## 3.4 Guiding Policies

*[All recommendations/ policies are presented as draft subject to review and feedback by County Administration and the Elgin County Connectivity Committee]*

In order to develop recommendations, it is important to ensure that there is a policy framework to guide the recommendations and next steps that the County will undertake in order to improve broadband connectivity for its residents and businesses. The following guiding policies are recommended to provide the basis of recommendations and next steps.

### 3.4.1 Guiding Policies:

It is recommended that the County adopt a set of guiding principles that will help shape recommendations and next steps. These guiding policies would include:

5. The County does not want to duplicate the investments of the private sector and will therefore look to make investments in geographic areas where the private sector has not invested and has no short-term plans to invest.
6. The County will work collaboratively with private ISPs that operate, or plan to operate within the County to ensure that investment barriers within the County's control are removed, and that the County's objectives with respect to improved connectivity for residents and business is know and understood by all parties.
7. The County will work closely with all levels of government, both lower tier and upper tier to ensure that strategies with respect to grant funding to support infrastructure investment in the County are aligned and coordinated.
8. The County's investments are utilized to remove the barriers of investment and market entry for all ISPs and create a level playing field that encourages retail competition. All ISPs will be able to access County funded investments on equal open access terms and conditions.

The County has several alternatives to consider as it considers next steps. It is important to keep in mind that the County must make some determinations on the degree it can afford to invest, while at the same time weighing the socio-economic benefits of investment and benefits to the County in terms of economic development, attraction and retention of businesses and residents.

While a county wide fibre optic infrastructure is the long-term vision, this may need to be considered over many years to be affordable as a direct investment by the County.

### 3.4.2 Technology Options Analysis

The following table summarizes the technology options available to the County to consider as strategies to improve broadband connectivity to residents and businesses. These options must also be reviewed with the governance/ funding options that are presented.

OPTION NUMBER	TECHNICAL OPTION	PRO	CON
<b>Option 1</b>	Fibre Optic Infrastructure (Fibre to the Home/ businesses)	<ul style="list-style-type: none"> <li>• High capacity</li> <li>• Long useful life (30 years)</li> <li>• Scalable to support faster speeds in the future</li> <li>• Supports future 5G wireless deployments</li> <li>• Eligible for grant funding under many programs</li> </ul>	<ul style="list-style-type: none"> <li>• High Cost</li> <li>• Longer time to implement</li> </ul>
<b>Option 2</b>	Fibre Optic Infrastructure to Fixed Wireless Tower Locations; Wireless connections to homes/ businesses	<ul style="list-style-type: none"> <li>• Lower Cost</li> <li>• Homes/ Businesses along fibre path benefit from fibre connection</li> <li>• Shorter time to implement</li> <li>• Achieves CRTC minimum service standard for all residents/ businesses</li> <li>• Can utilize some existing County water towers to reduce costs to build new towers and/or collocate on 3<sup>rd</sup> party radio towers</li> <li>• Wireless technology can be redeployed at different locations as required (as fibre infrastructure increases)</li> </ul>	<ul style="list-style-type: none"> <li>• Lower capacity that fibre to the home/ business</li> <li>• Not scalable due to limited radio spectrum</li> <li>• Shorter useful life (5 yrs.)</li> <li>• Some restrictions on grant funding eligibility for some wireless technology</li> </ul>
<b>Option 3</b>	Option 2 plus fibre extensions to connect population centers and	<ul style="list-style-type: none"> <li>• Serves additional residents/ businesses with</li> </ul>	<ul style="list-style-type: none"> <li>• Higher cost than Option 2</li> </ul>

OPTION NUMBER	TECHNICAL OPTION	PRO	CON
	additional residents along fibre path	fibre infrastructure <ul style="list-style-type: none"> <li>• Provides for connectivity for County operations between population centers</li> <li>• Provides for a progressive path to Option 1 (over time)</li> </ul>	



# Appendix A – In-Process/ Potential Fibre Builds in Elgin County

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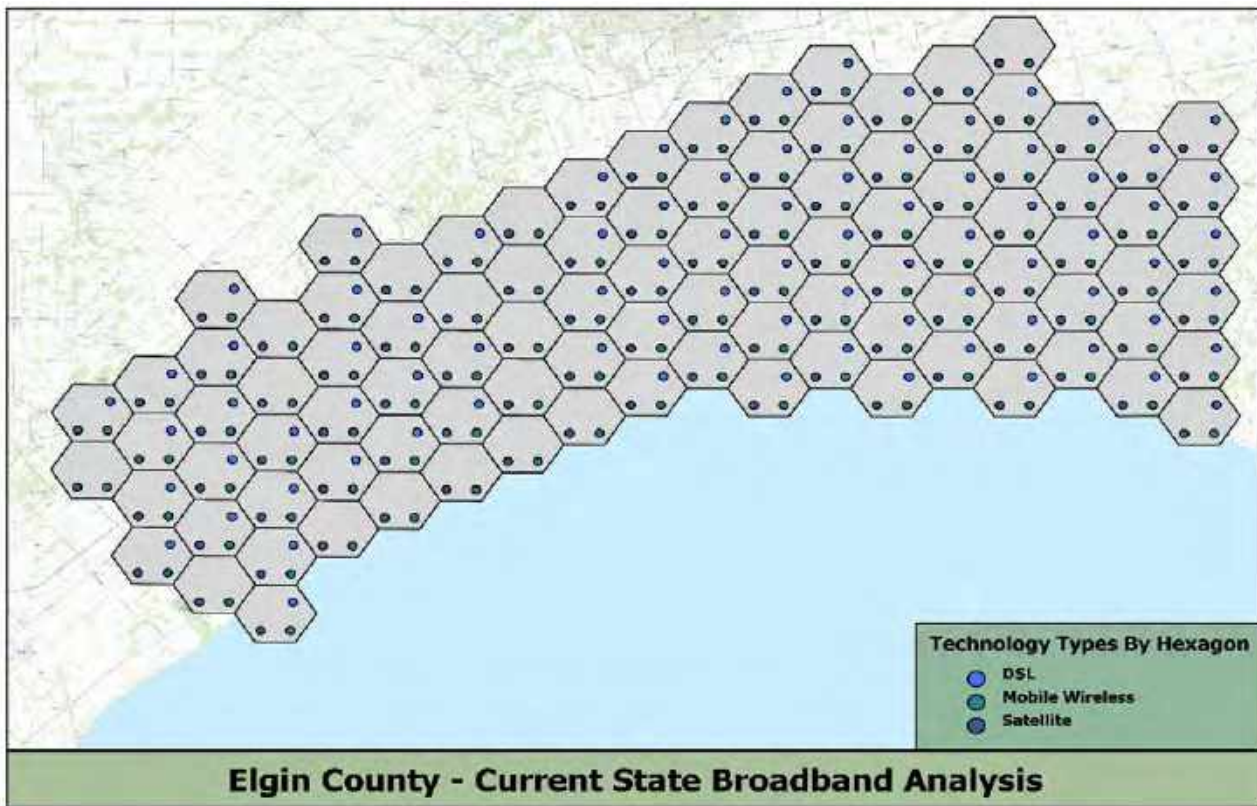
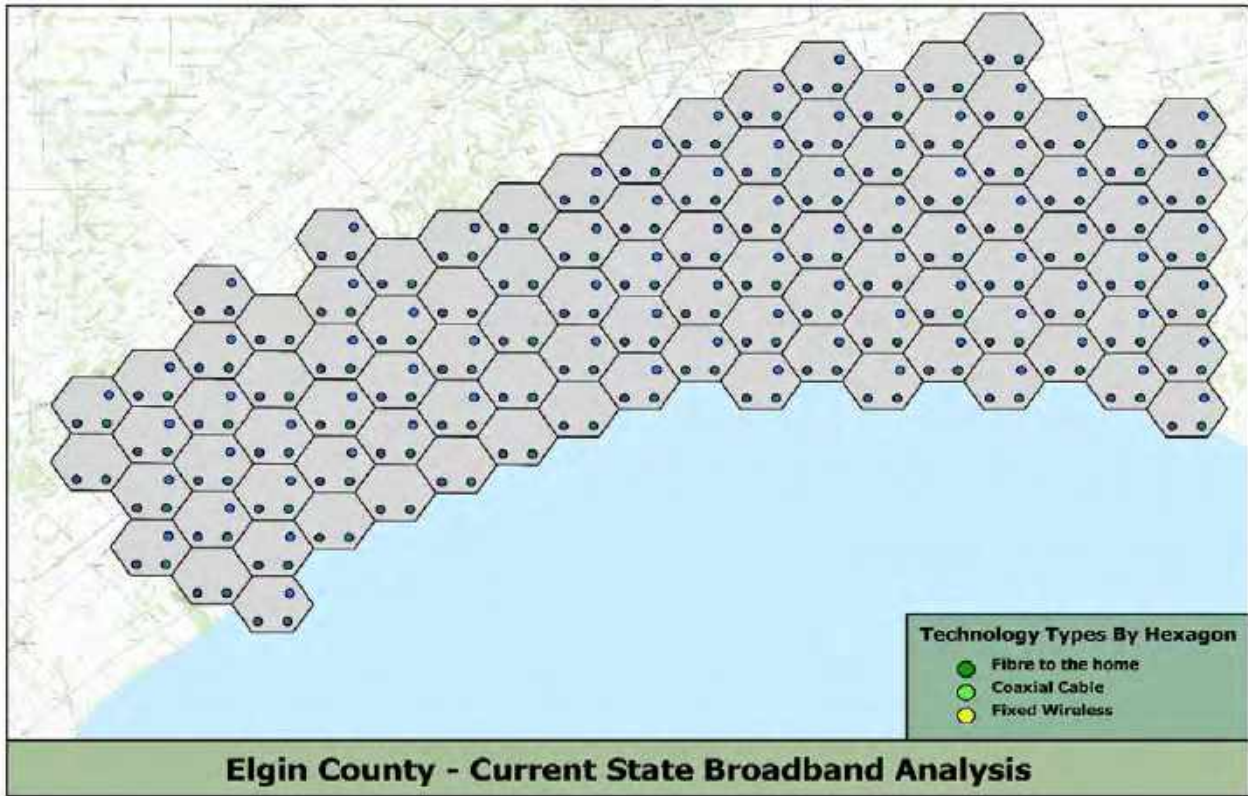
MUNICIPALITY/ISP	POTENTIAL BUILDS
<p><b>Municipality of Bayham</b></p>	<ul style="list-style-type: none"> <li>• North Frontenac Telephone Company (NFTC) is in the midst of a project installing fibre along Plank Rd from our north end (New England) through to Port Burwell. NFTC is currently working with the County and Municipality to ensure documents are in order.</li> <li>• Xplornet has received municipal concurrence for 2 towers in Bayham on private lands.</li> <li>• Execulink Telecom has approved a project for Corinth/North Hall. Expected completion Dec 2022 as noted on the SWIFT website.</li> </ul>
<p><b>Municipality of Central Elgin</b></p>	<ul style="list-style-type: none"> <li>• Uplink Communications is planning for a fibre build in the New Sarum area</li> </ul>
<p><b>Municipality of Dutton Dunwich</b></p>	<ul style="list-style-type: none"> <li>• There are no in-process or proposed fibre builds that Dutton Dunwich is aware of at this time.</li> <li>• TekSavvy is proposing to install a tower in north Dunwich</li> </ul>
<p><b>Town of Aylmer</b></p>	<ul style="list-style-type: none"> <li>• Two ISP's – EastLink and NetFox</li> <li>• Fiber installed to Town Hall</li> <li>• Examining potential of broadening fiber through SCADA RFP</li> </ul>
<p><b>Township of Malahide</b></p>	<ul style="list-style-type: none"> <li>• Malahide has had a few queries from third-party wireless ISPs.</li> <li>• Uplink Wireless has approached Malahide to install fibre in Avon and along some rural roads in order to feed future towers when developed</li> <li>• Malahide itself had initiated an RFP in January for a feasibility study on a Township lead wireless project. It was to consider the installation of 3-5 towers in different areas of the Township, specifically on land the Township of Malahide is owner. Determination of height requirements and associated costs were to be detailed for these sites. In addition to this, a preferred solution of municipal tower use only (i.e. connect municipal sites) or one where this could be accomplished along with providing opportunity for a third party provider access for new services in this area. This was report has been delayed but expected to be available in the next few weeks.</li> </ul>
<p><b>Township of Southwold</b></p>	

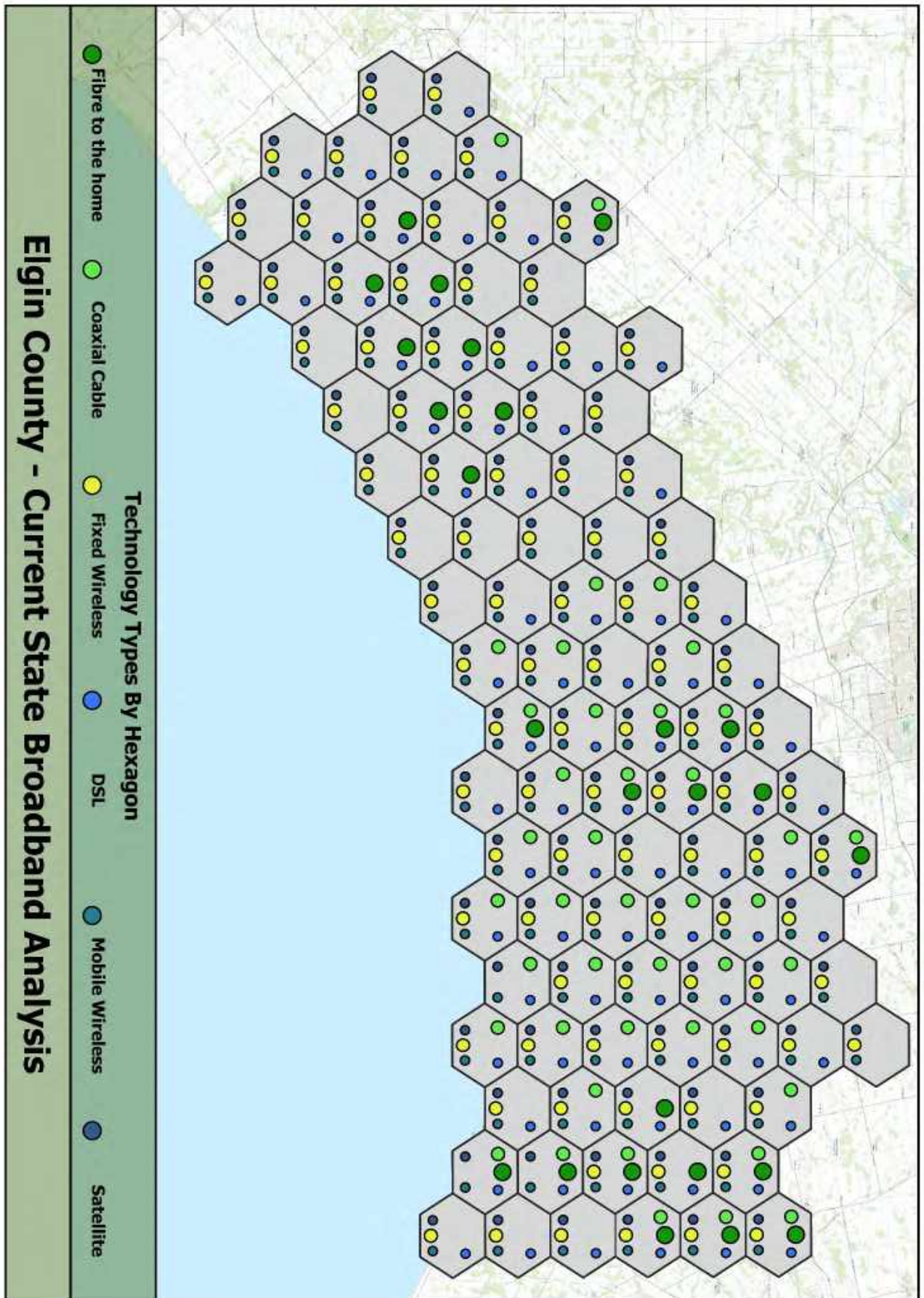
<p><b>Municipality of West Elgin</b></p>	<ul style="list-style-type: none"> <li>• <b>NFTC completed work in 2019 to install Fiberoptic lines in the most condensed areas of West Lorne and Rodney. Just recently, in August-2020 a new wireless service provider installed wireless equipment and offered services to rural residents.</b></li> <li>• <b>We received information that NFTC is now extending fiber service to the residents in New Glasgow along Furnival Road.</b></li> </ul>
<p><b>North Frontenac Telephone Company (NFTC)</b></p>	<ul style="list-style-type: none"> <li>• <b>The Warden provided NFTC Company with a letter of support for their application to the Universal Broadband Fund Rapid Response Stream on January 15, 2021.</b></li> <li>• <b>This application is in regards to an area near Rodney, towards the southwest corner of Elgin County.</b></li> </ul>
<p><b>Xplornet</b></p>	<ul style="list-style-type: none"> <li>• <b>Elgin County will consider providing a letter of support to Xplornet for their application to the Universal Broadband Fund due on February 14, 2021.</b></li> <li>• <b>This application is in regards to the proposed building of hundreds of kilometres of new fibre, establishing a robust backbone for Xplornet’s 5G wireless broadband network, with existing sites in Elgin County connected to fibre. Once completed, this project will enable rural households in communities such as North Hall, Corinth, New Sarum, Iona Station and Crinan to enjoy affordable and accessible 1 Gbps fibre services</b></li> </ul>
<p><b>Bell Canada</b></p>	<ul style="list-style-type: none"> <li>• <b>Bell has no fibre projects planned in Elgin at this time. Bell has decided that if they are unable to connect at least 100 houses with their new builds that they are not worth the investment. This even relates to the proposed ICON application that Elgin County provided a letter of support for in August.</b></li> </ul>

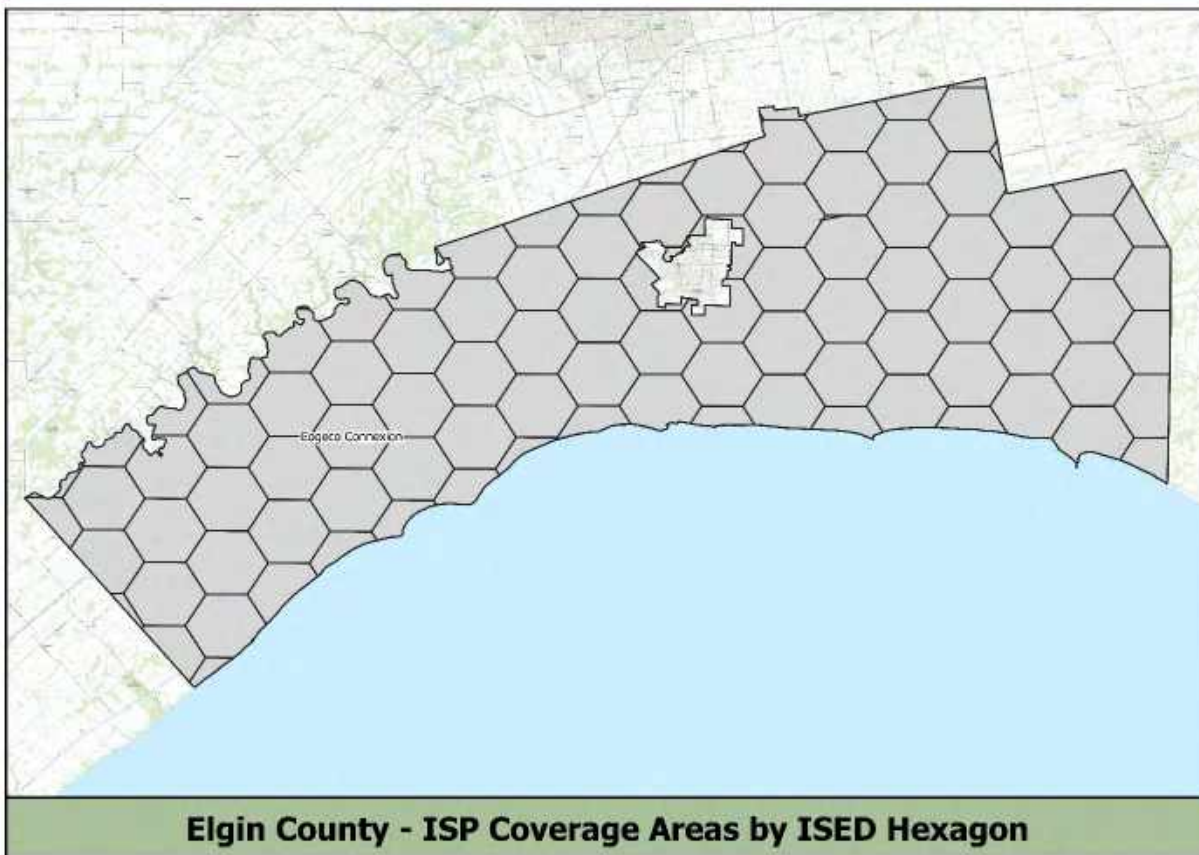
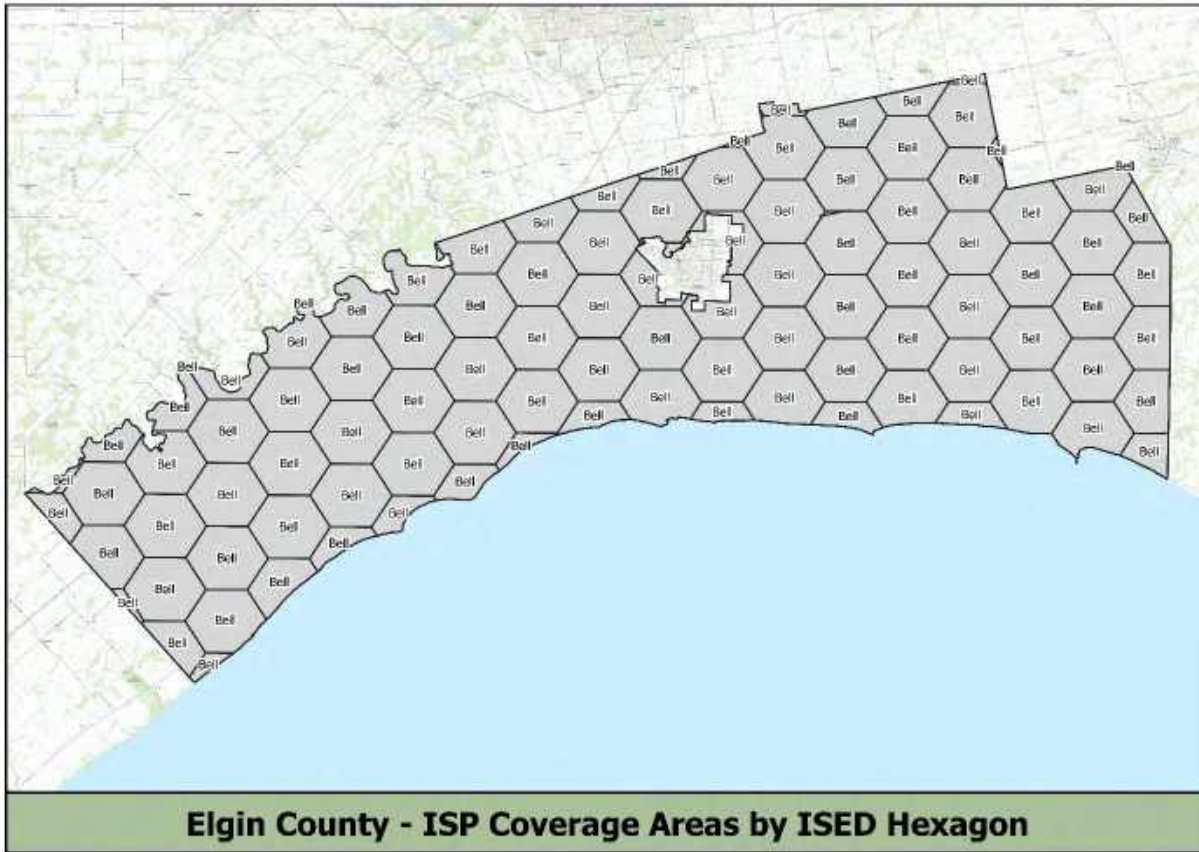
# Appendix B – Internet Service Providers and Technologies

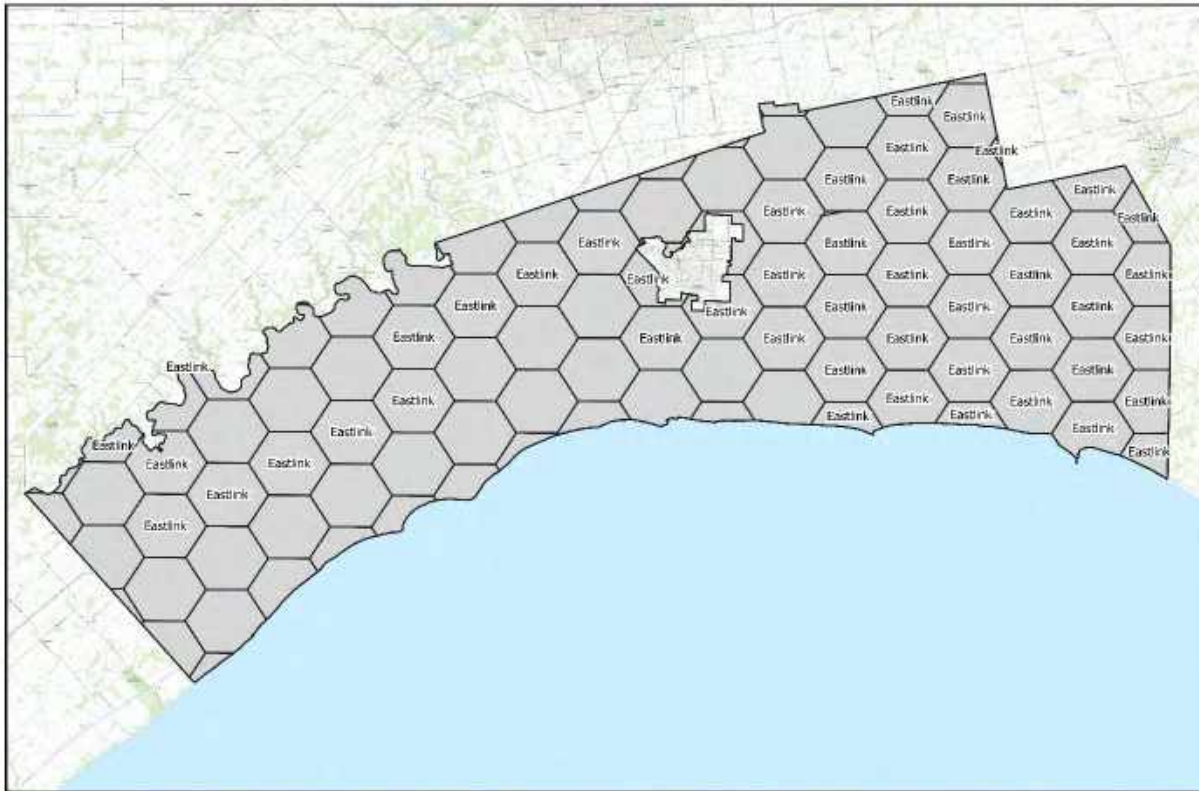
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Note to reader: These maps should not be considered to be an exhaustive representation, however they are deemed to be reliable as of the date of the information provided by Industry Science and Economic Development Canada as of the date indicated.

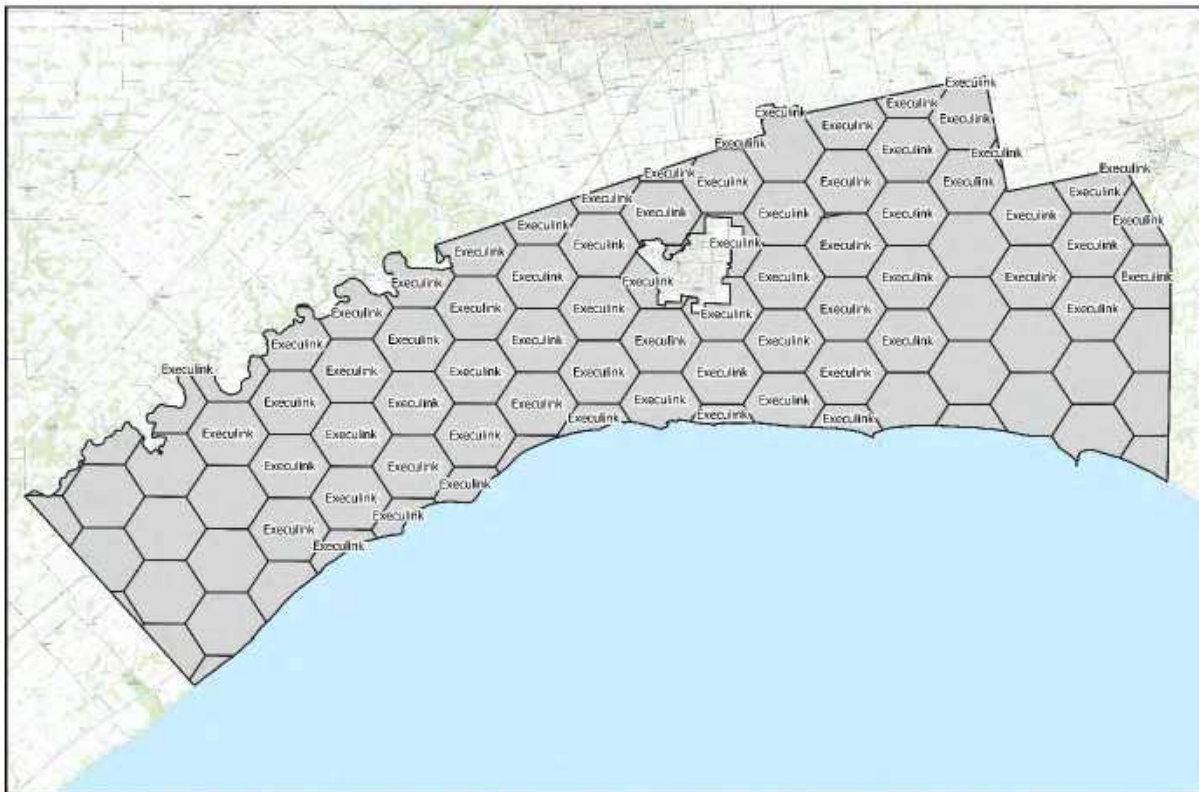






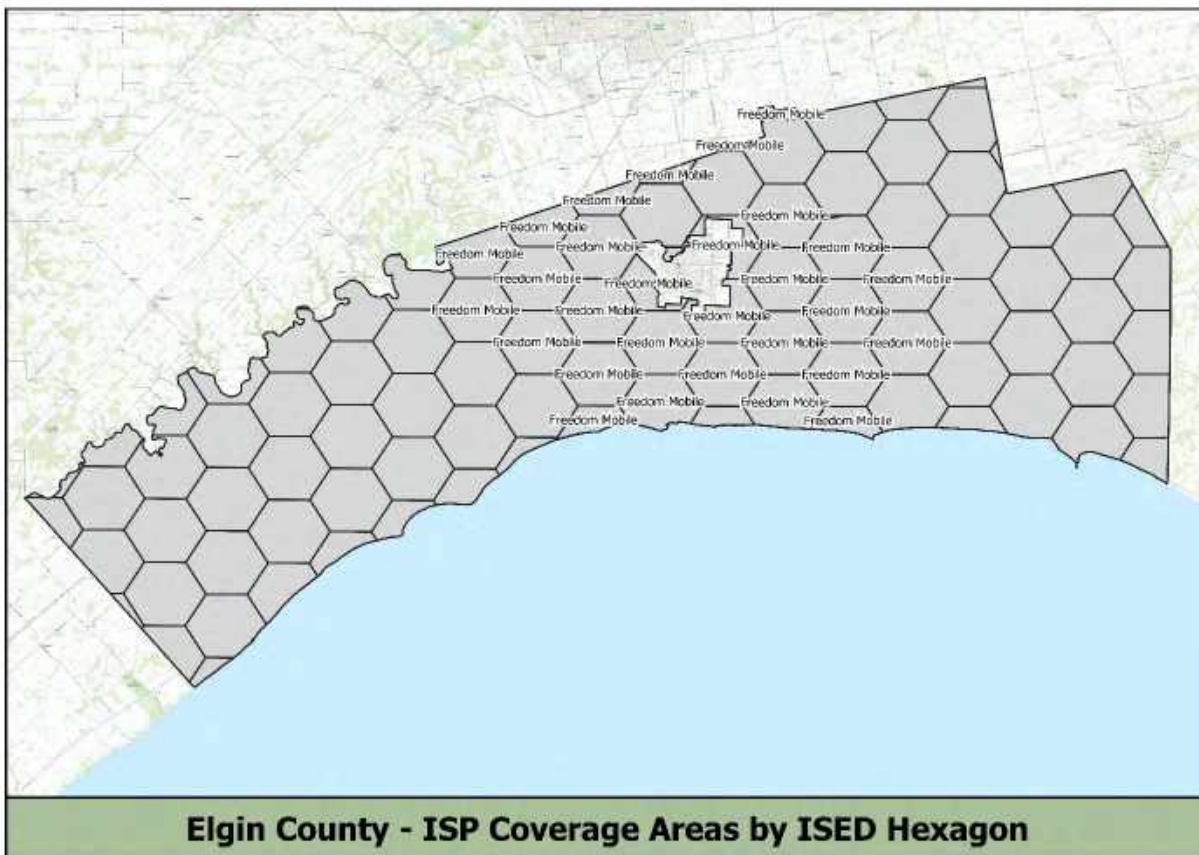
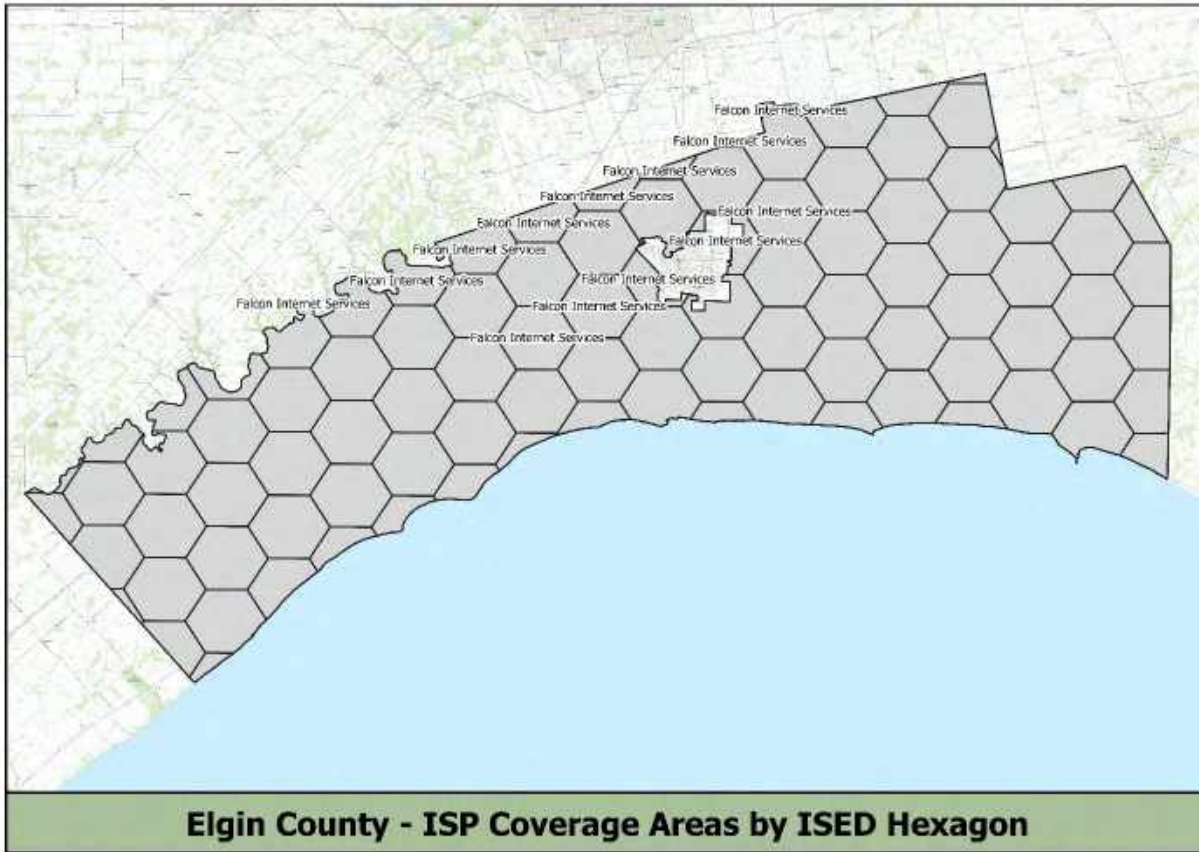


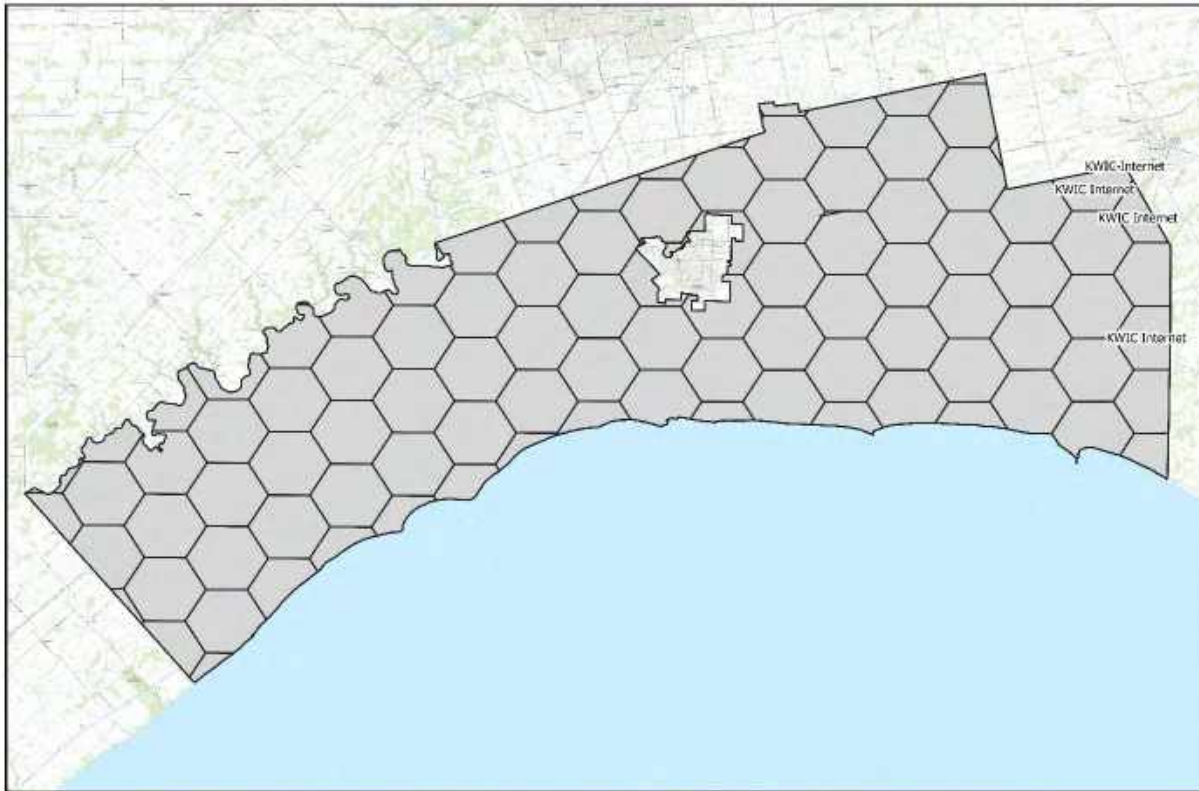
**Elgin County - ISP Coverage Areas by ISED Hexagon**



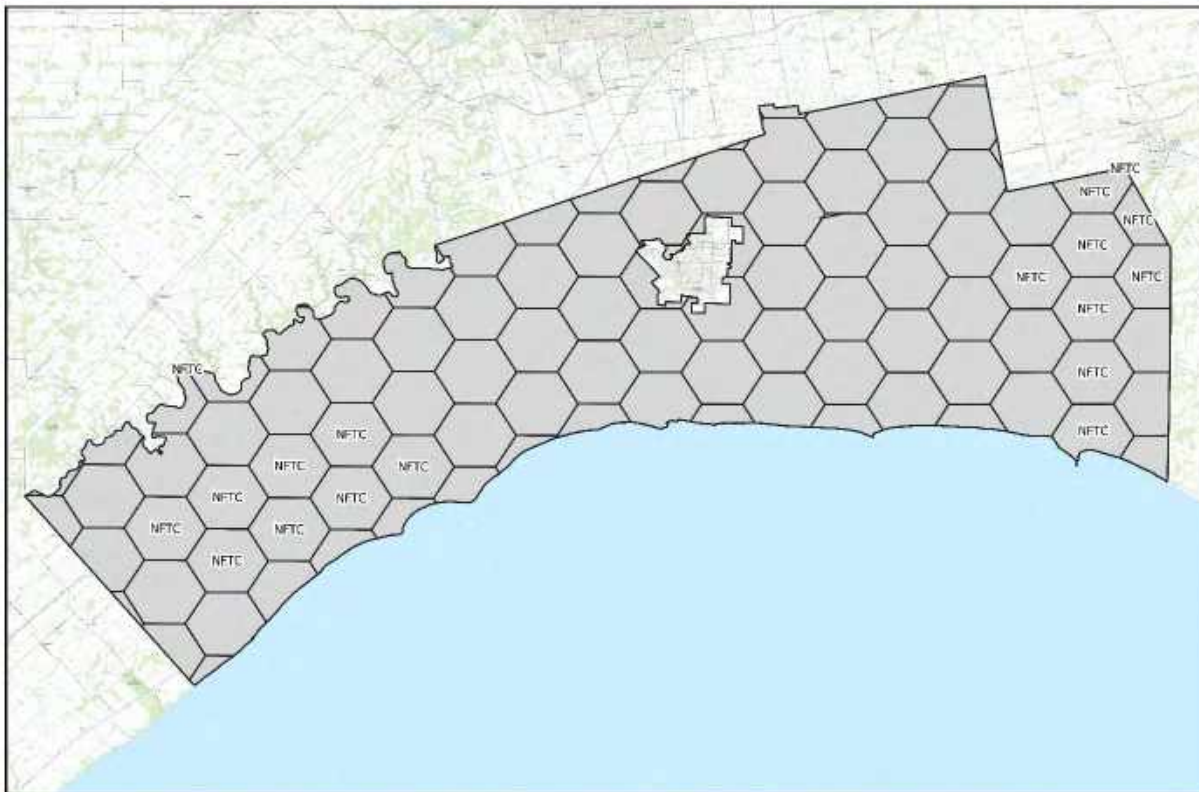
**Elgin County - ISP Coverage Areas by ISED Hexagon**



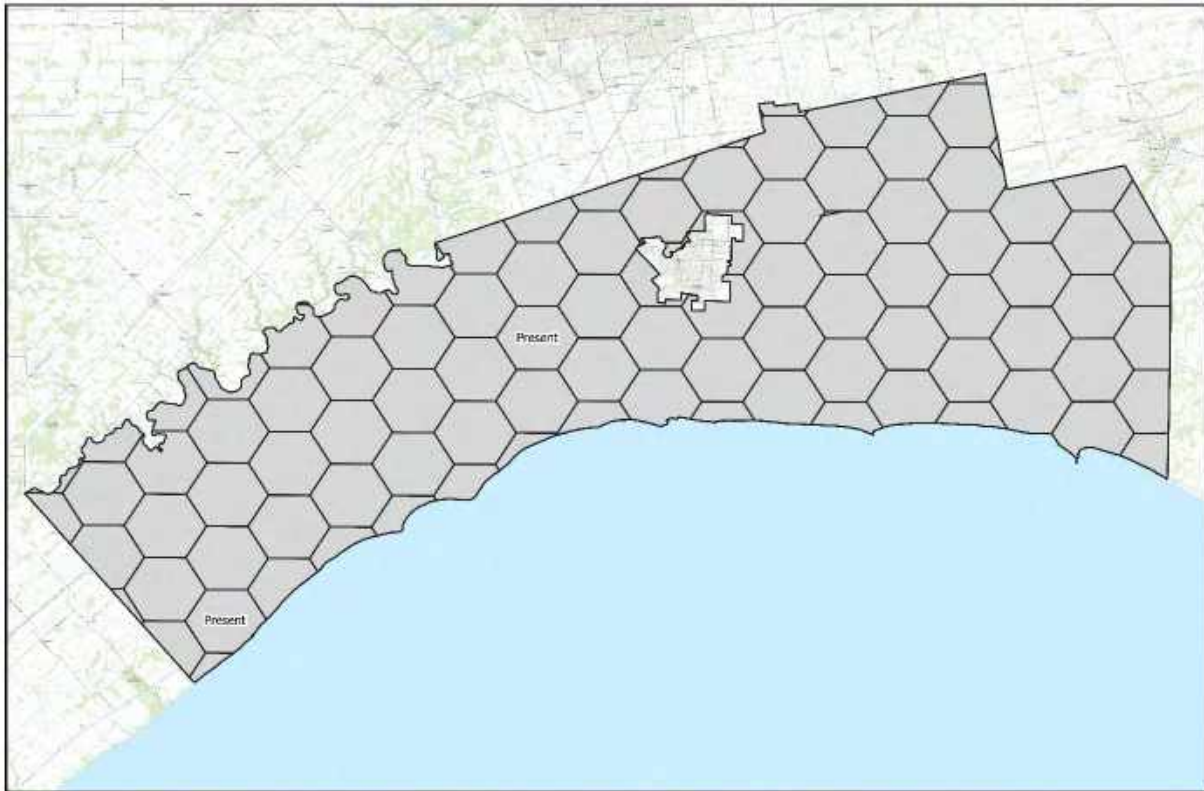




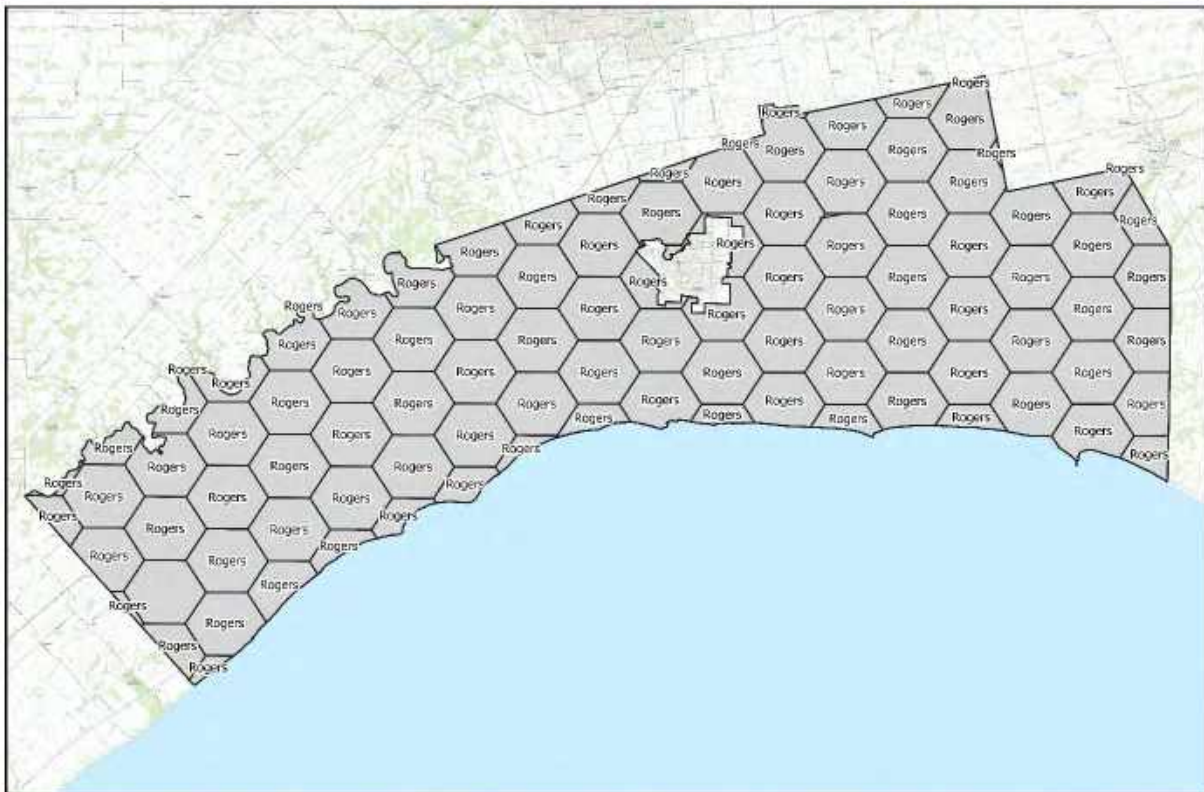
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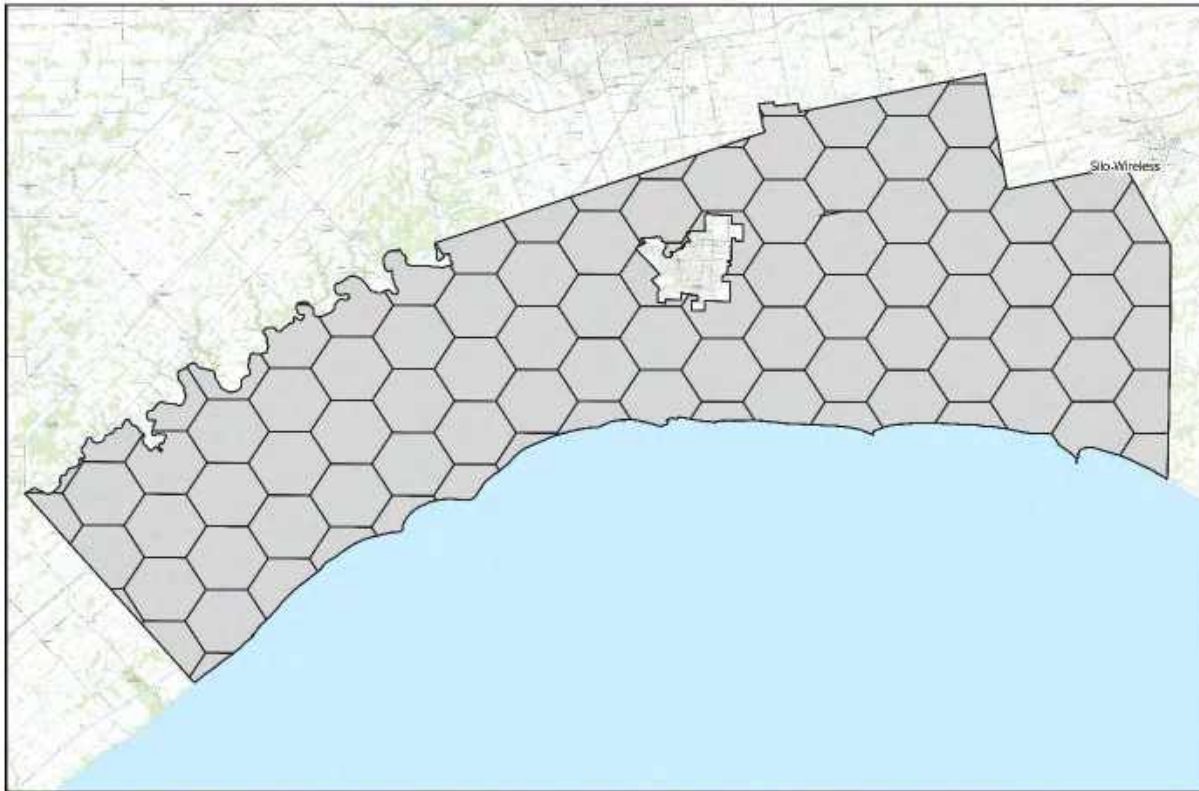
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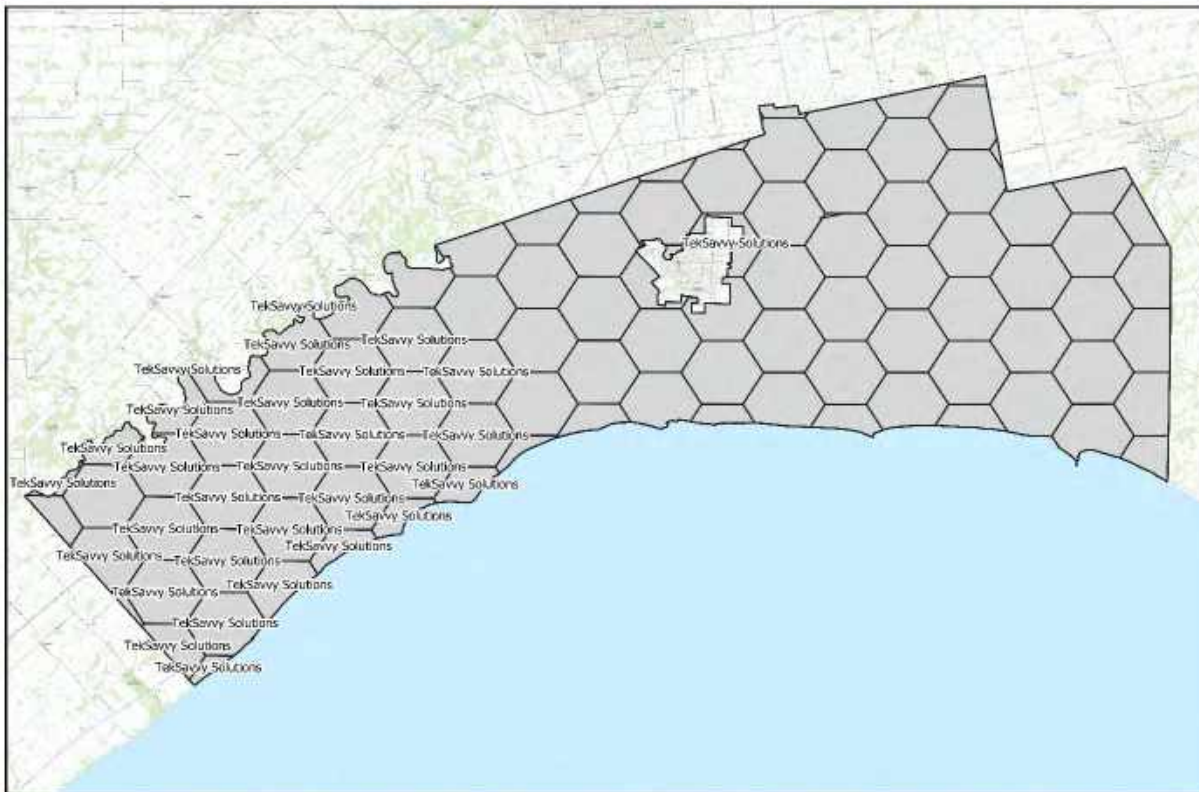
**Elgin County - ISP Coverage Areas by ISED Hexagon**



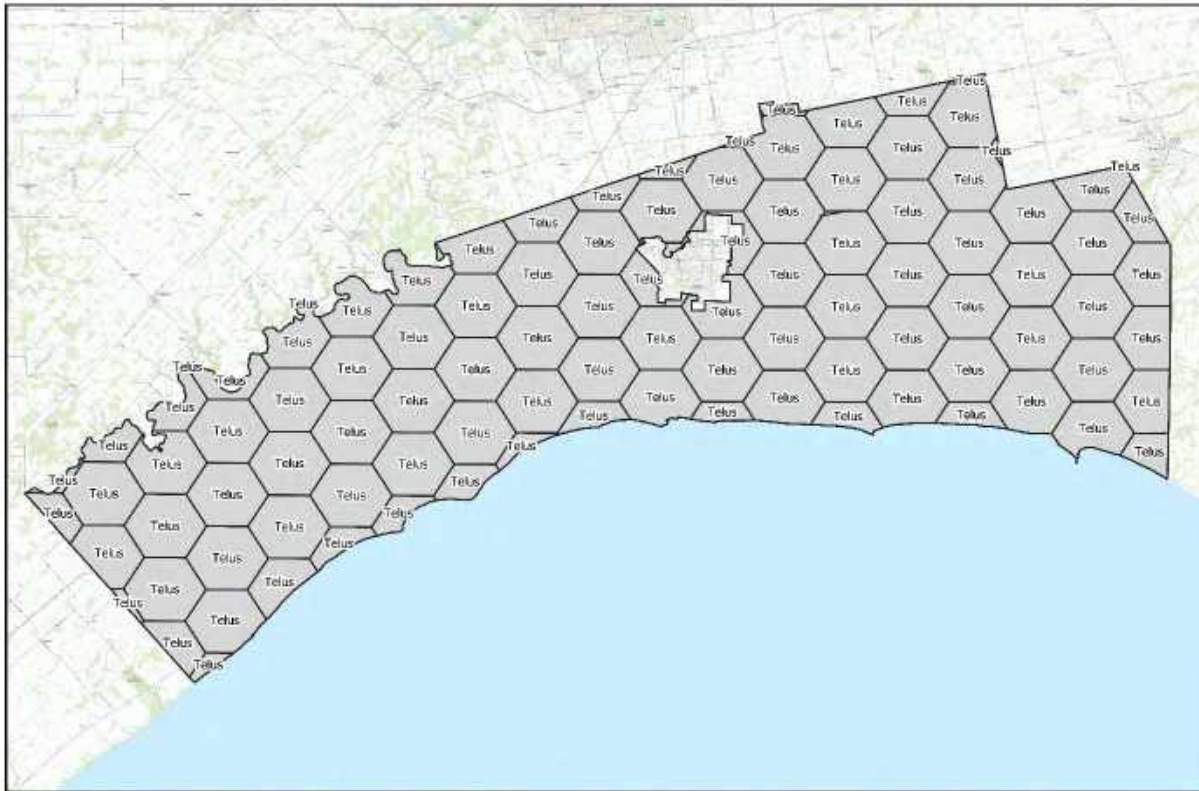
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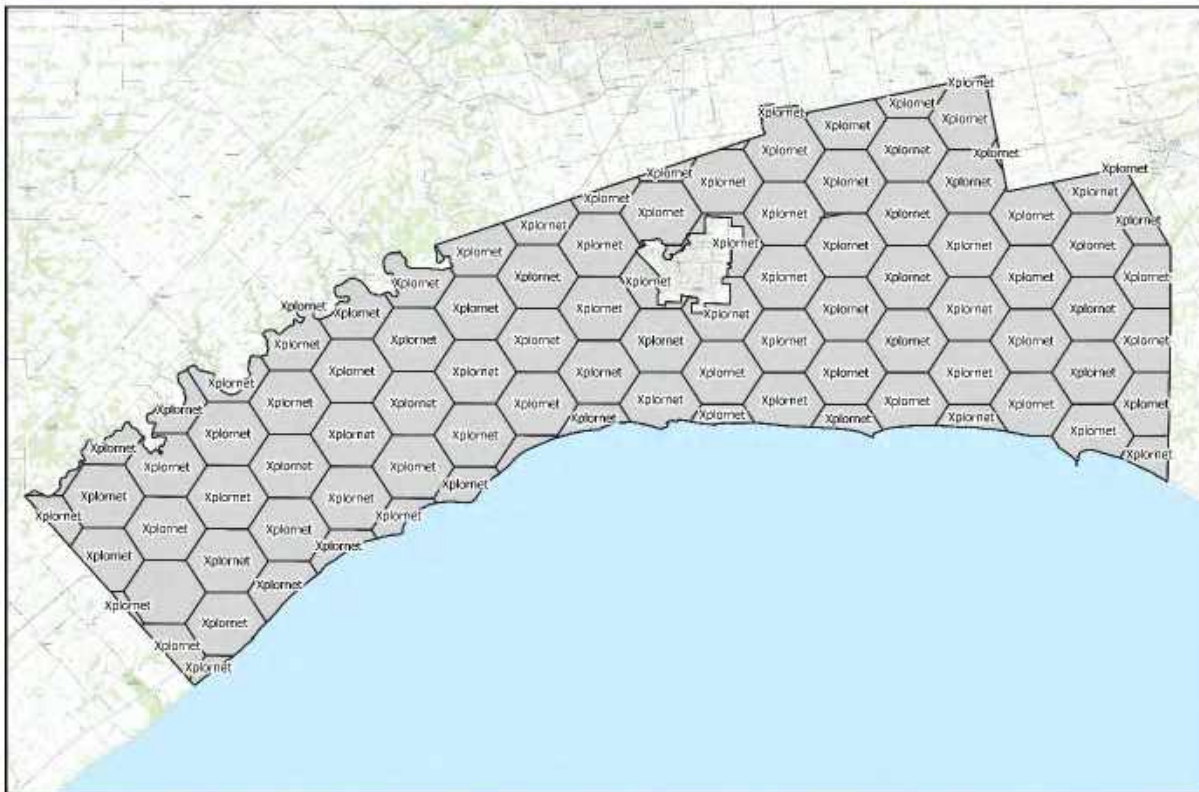
**Elgin County - ISP Coverage Areas by ISED Hexagon**



**Elgin County - ISP Coverage Areas by ISED Hexagon**



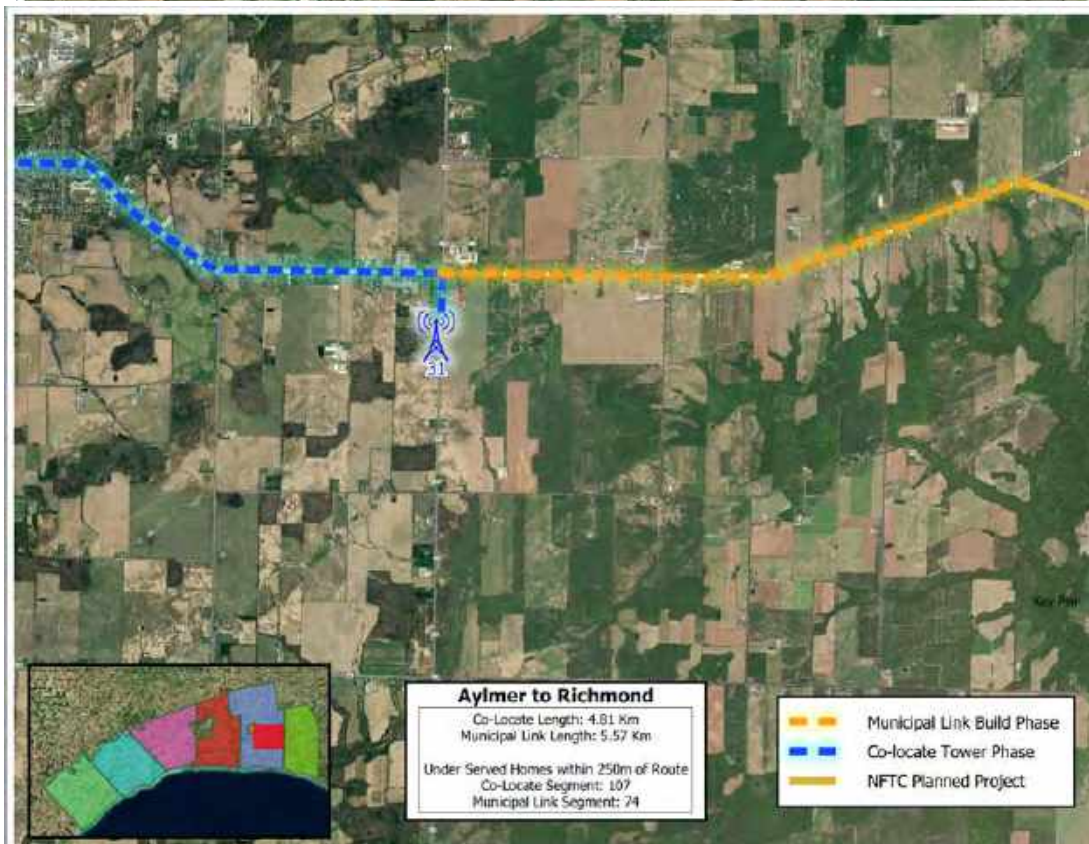
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**Elgin County - ISP Coverage Areas by ISED Hexagon**

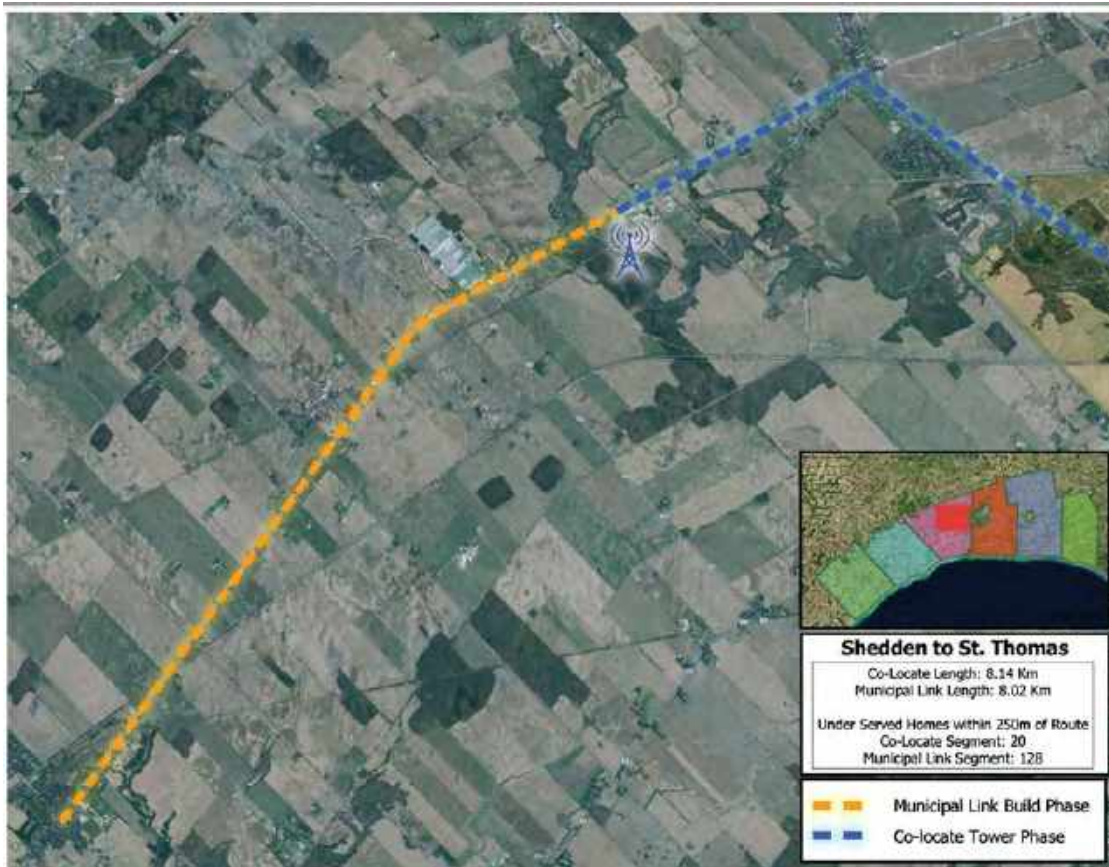
# Appendix C – Maps of Fibre Connectivity to Areas of interest / municipal locations

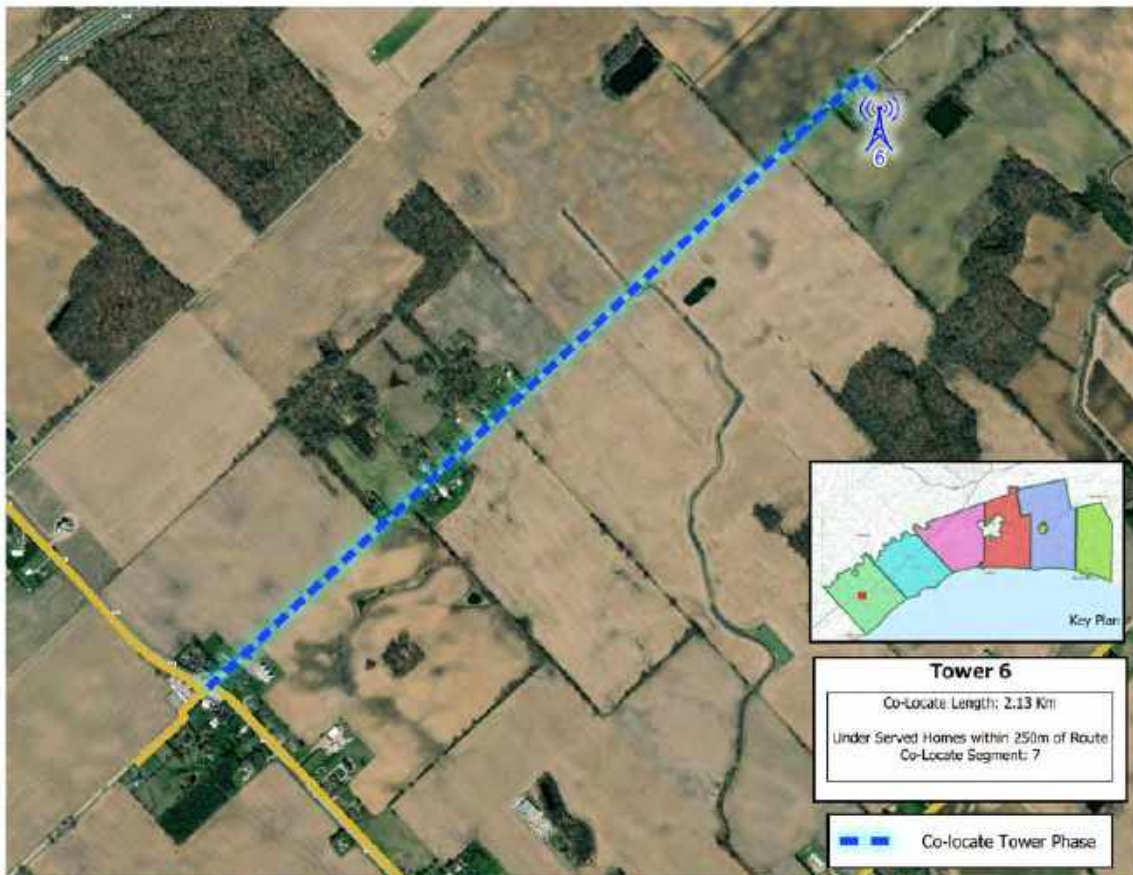
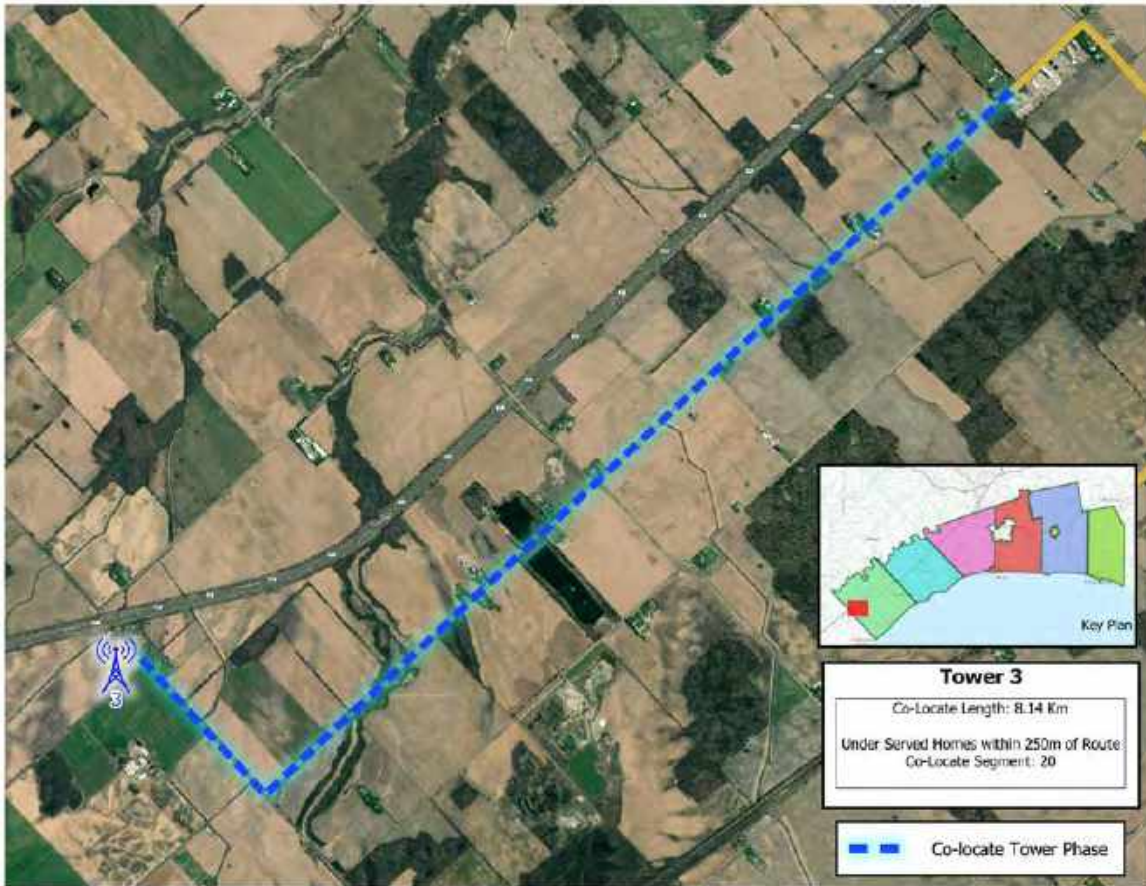
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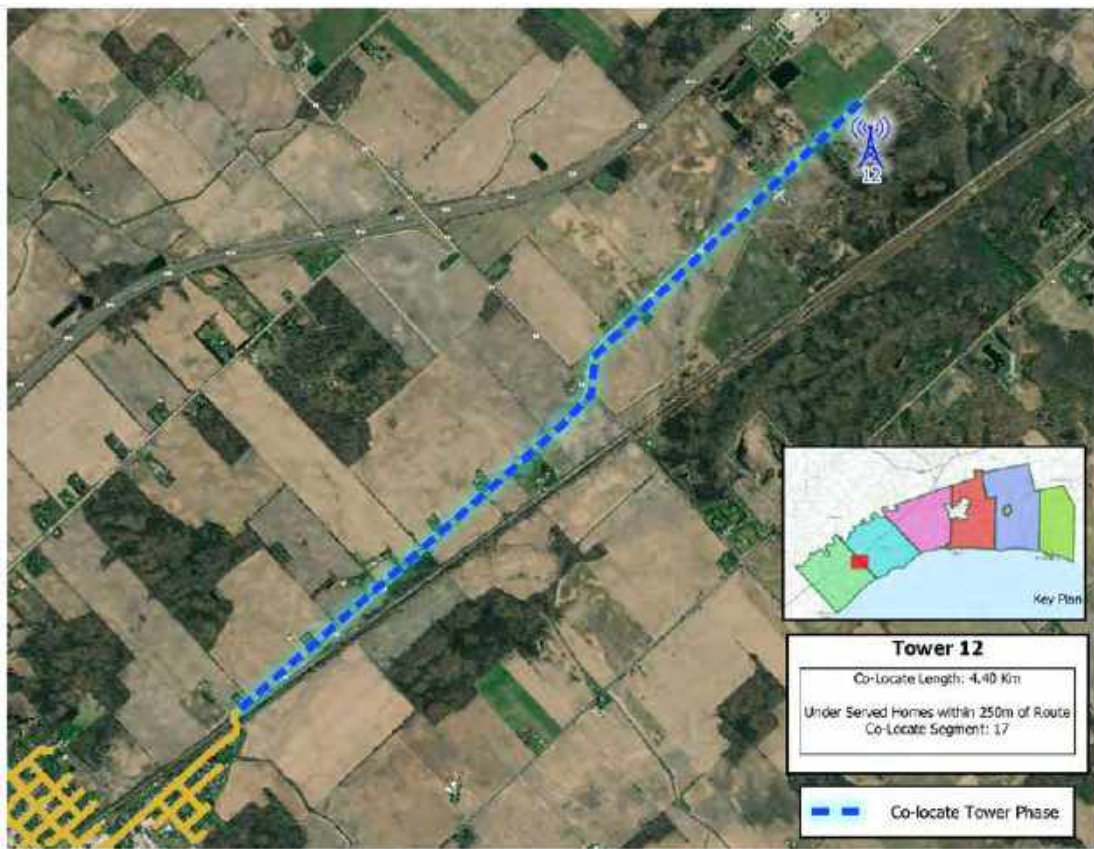


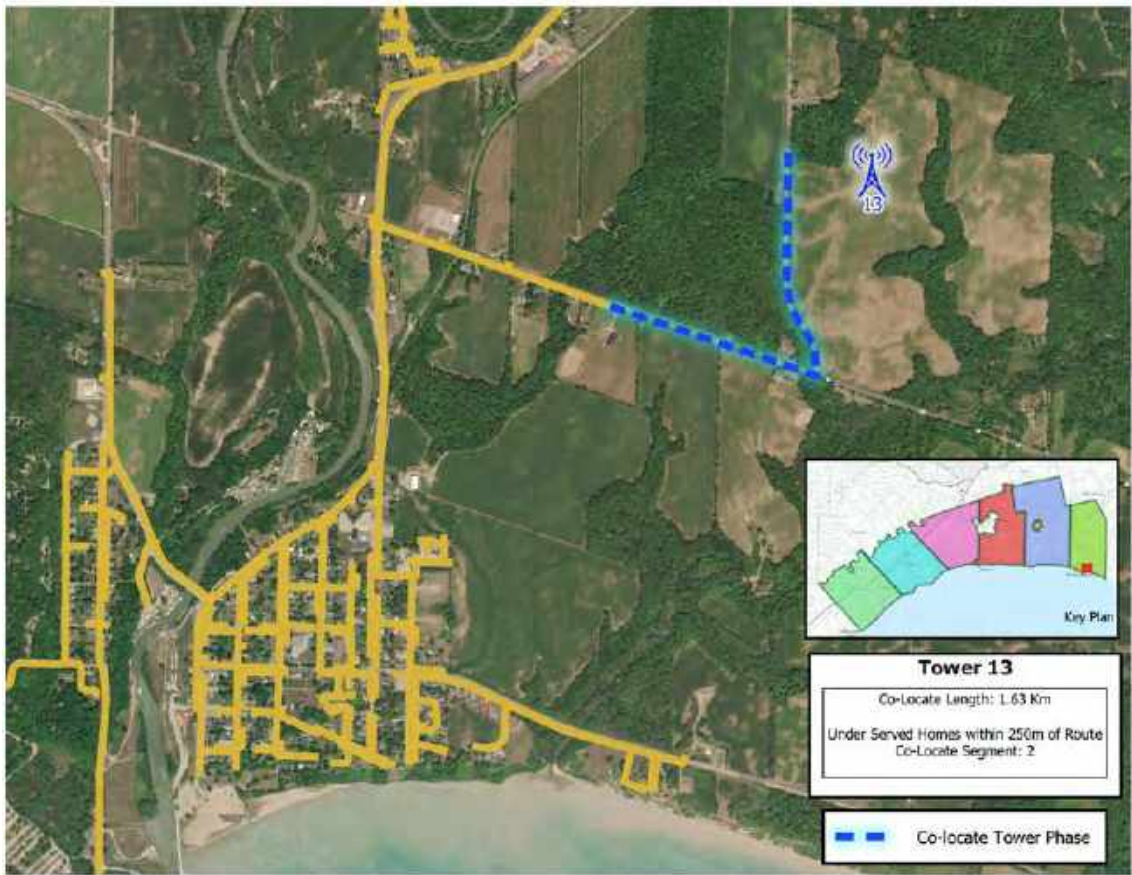


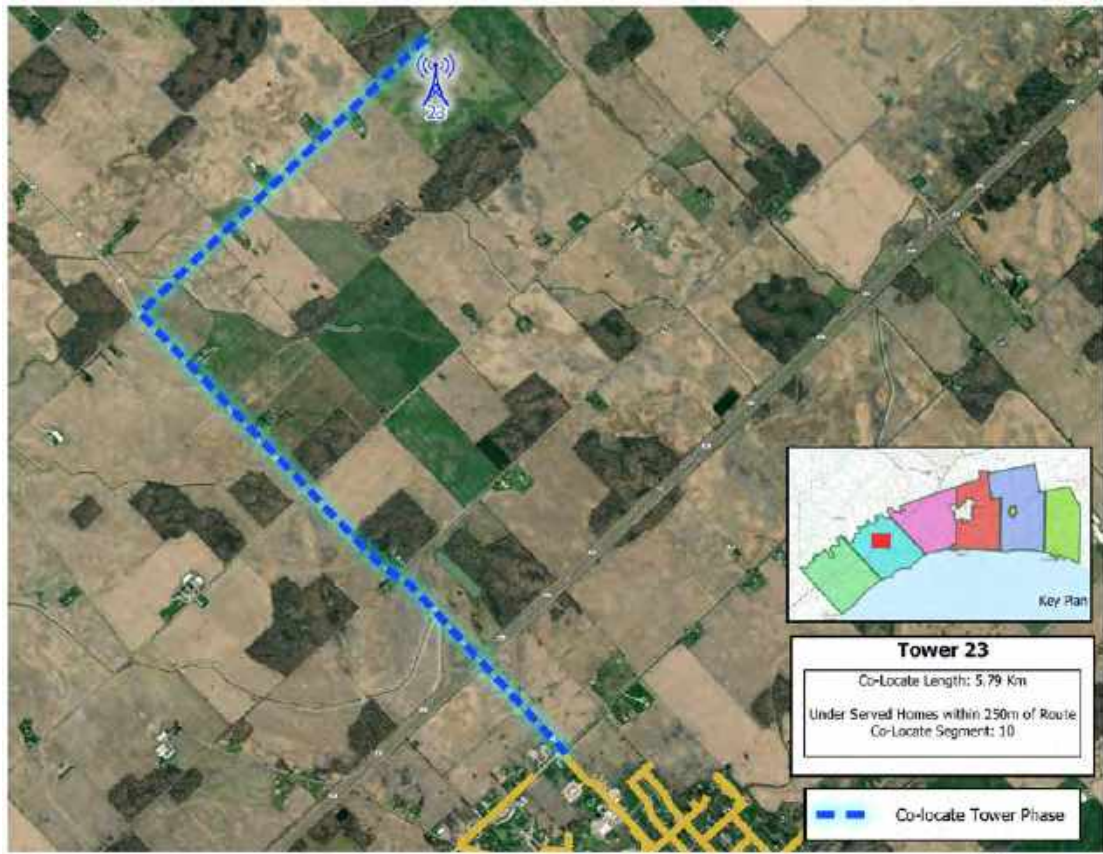


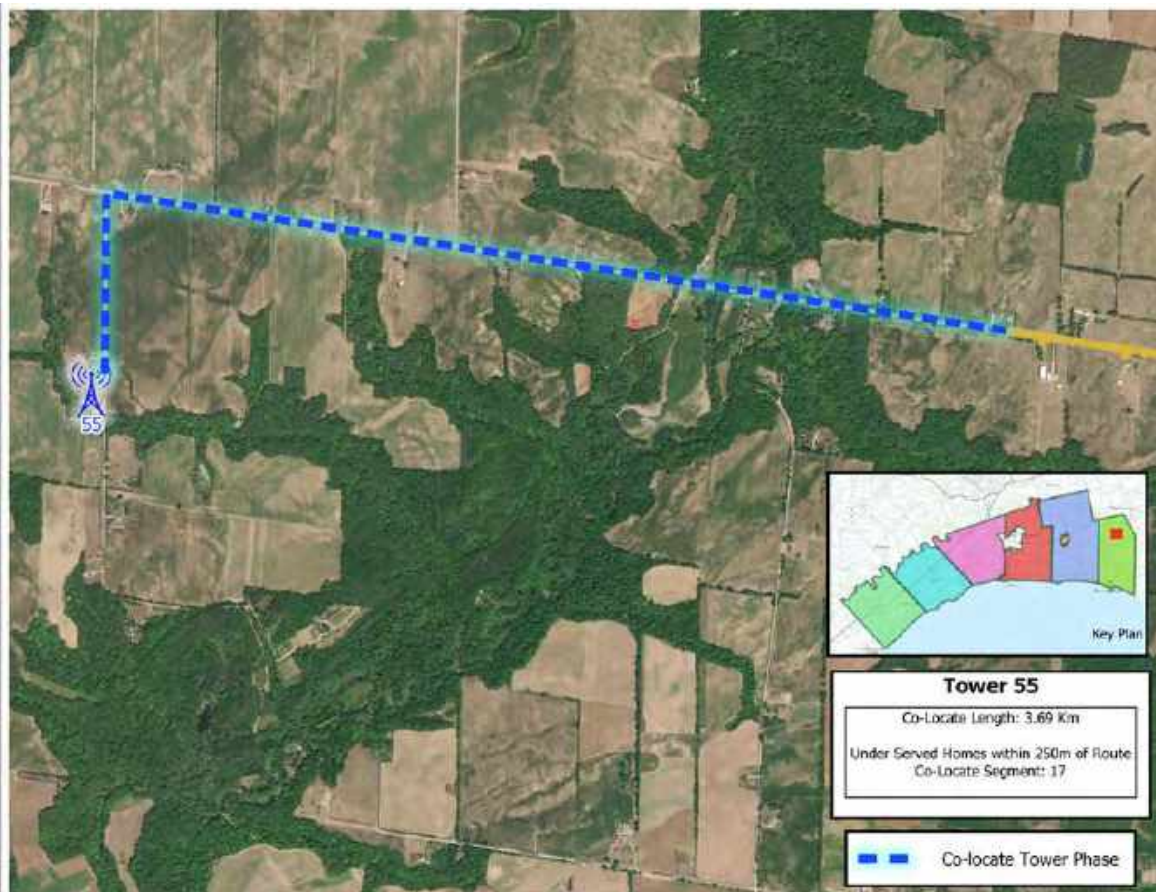














## REPORT TO COUNTY COUNCIL

**FROM:** Dominique Giguère, Councillor/Chair of Terrace Lodge Redevelopment Fundraising Committee

**DATE:** February 14, 2022

**SUBJECT:** Terrace Lodge Redevelopment Fundraising Report and Proposed Amendments to Terms of Reference

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### RECOMMENDATIONS:

THAT the February 14, 2022, report titled, *Terrace Lodge Redevelopment Fundraising Annual Report and Proposed Amendments to Terms of Reference* submitted by Councillor Giguère, be received and filed for information; and

THAT the 2021 Fundraising Report from the Terrace Lodge Redevelopment Fundraising Committee be approved for distribution; and

THAT Council approve amendments to the Terrace Lodge Redevelopment Fundraising Committee to allow for a voting member from each of Elgin's Local Municipal Partners and to maintain quorum at five (5).

### INTRODUCTION:

The Terrace Lodge Fundraising Campaign launched on December 1, 2020 and has now completed its first full year of fundraising. In 2021 the Campaign raised \$144,788 and secured \$125,000 in pledges. The \$269,788 total to-date represents 40% of the campaign's overall \$675,000 target. (This target includes a 4% budget for campaign expenses, as approved by the Steering Committee). The Fundraising Committee is seeking Council's approval of a 2021 Fundraising Report and for proposed amendments to the Committee's Terms of Reference.

### DISCUSSION:

#### 2021 Fundraising Report

The Terrace Lodge Redevelopment Fundraising Committee has developed the attached 2021 Fundraising Report for Council's review and approval. This report includes among other things; a message from the Chair, a timeline of fundraising milestones, an overview of campaign numbers and financials, a thank you and acknowledgement of donors, and next steps. The Report is a way for the Committee to remain transparent

and accountable to stakeholders including County Council, past and future donors, and the general public. It will also be utilized as a tool to promote the campaign to future donors.

## **Proposed Amendments to Committee Terms of Reference**

### *Committee Composition*

At its meeting held on February 7, 2022 the Terrace Lodge Redevelopment Fundraising Committee evaluated the existing Committee Terms of Reference (attached) and have indicated several proposed changes to Committee composition and quorum requirements as detailed below for Council's consideration.

Currently the Terrace Lodge Redevelopment Fundraising Committee Terms of Reference indicate that the Committee shall be comprised of:

Representatives of the Councils of the East Elgin Municipalities, including:

- One (1) Member of Municipality of Central Elgin;
- One (1) Member of Municipality of Bayham (Note: this position is currently vacant);
- One (1) Member of Township of Malahide;
- One (1) Member of Town of Aylmer;
  
- One (1) Member of the Terrace Lodge Auxiliary;
- A minimum of four (4) and a maximum of ten (10) Members from local service groups, local businesses, and the community that represent the catchment area;
- Long-Term Care Staff including Director of Homes and Seniors Services, Terrace Lodge Administrator, and Manager of Program and Therapies (Note: these are not voting members).

Given that residents of Terrace Lodge come from all across Elgin County and that Terrace Lodge is a Long-Term Care Home that belongs to all of Elgin County, not only the East Elgin Area, the Committee would like to open up membership to representatives from all seven (7) of Elgin's Local Municipal Partners for the remainder of the campaign. The Committee believed that in contrast to the existing Terms of Reference, these representatives could be either members of the Local Municipal Council or a member of the general public who resides within that particular municipality. Whether to appoint a member of local Council, or a member of the public, would be at the discretion of each Local Municipal Partner. In this situation the amended Terms of Reference would read:

Representatives of the Councils or a member of the public of Elgin's seven (7) Local Municipalities including:



- One (1) Member of Municipality of Central Elgin;
- One (1) Member of Municipality of Bayham;
- One (1) Member of Township of Malahide;
- One (1) Member of Town of Aylmer;
- One (1) Member of Municipality of Dutton Dunwich
- One (1) Member of Municipality of West Elgin; and,
- One (1) Member of Township of Southwold
  
- One (1) Member of the Terrace Lodge Auxiliary;
- A minimum of four (4) and a maximum of ten (10) members from local service groups, local businesses, and the community that represent the catchment area;
- Long-Term Care Staff including Director of Homes and Seniors Services, Terrace Lodge Administrator, and Manager of Program and Therapies.

The Committee would also like the ability to recruit volunteers who will assist with raising funds and perhaps running events (as conditions permit) but are not voting members and are not therefore required to attend regular Committee meetings.

#### *Committee Quorum*

Currently the Terms of Reference indicate that quorum for Committee meetings should be 51% of voting members. The Committee recommends that should Council approve the addition of voting members from across the County, that it would be prudent to set quorum at five (5) voting members instead of 51%. Within the current quorum requirements of 51% a larger Committee means a larger number of voting members need to be present to achieve quorum. The Committee believes that setting quorum at five (5) instead of 51% would allow for broader participation while ensuring that quorum is met at monthly meetings. This would accommodate for the busy and varied schedules of many members, taking the pressure off attending every meeting but still allowing the business of the Committee to continue.

#### **FINANCIAL IMPLICATIONS:**

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There are no financial implications.

#### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

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Serving Elgin	Growing Elgin	Investing in Elgin
<input type="checkbox"/> Ensuring alignment of current programs and services with community need. <input checked="" type="checkbox"/> Exploring different ways of addressing community need. <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth. <input type="checkbox"/> Fostering a healthy environment. <input checked="" type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future. <input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

**Additional Comments:** None.

#### **LOCAL MUNICIPAL PARTNER IMPACT:**

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Should Council approve the 2021 Fundraising Report, it will be circulated to Elgin's Local Municipal Councils.

Should Council approve expanded membership on the Terrace Lodge Redevelopment Fundraising Committee, correspondence will be circulated to municipalities who do not currently have representation on the Committee inviting them to appoint a representative.

#### **COMMUNICATION REQUIREMENTS:**

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See: Local Municipal Partner Impact.

#### **CONCLUSION:**

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The Terrace Lodge Redevelopment Fundraising Committee has completed a successful first year of its three (3) year fundraising campaign. The Committee is delighted to present Council with the 2021 Fundraising Report detailing the activities of the Committee over the past year and is excited to move forward towards its year-two targets. The Committee is asking that Council consider amending the Terms of Reference for the Terrace Lodge Redevelopment Fundraising Committee to include representation from all of Elgin's seven (7) Local Municipal Partners and to set quorum at five (5) voting members.



All of which is Respectfully Submitted

Councillor Dominique Giguère



## TERRACE LODGE REDEVELOPMENT – FUNDRAISING COMMITTEE

### TERMS OF REFERENCE

The following Terms of Reference describe the scope of the committee's responsibilities, the limits of authority, the results it is expected to achieve and the reporting required.

#### PURPOSE

The Terrace Lodge Redevelopment Fundraising Committee (herein referred to as "Fundraising Committee") is a sub-committee of the Terrace Lodge Redevelopment Project Steering Committee (herein referred to as "Steering Committee"). Working in collaboration with the Steering Committee, the purpose of the Fundraising Committee is to plan, coordinate, implement and evaluate fund development activities in support of the operational and "value added" revenue generation in support of Terrace Lodge Redevelopment Project. The Fundraising Committee shall not support the capital costs associated with the Terrace Lodge Redevelopment Project.

#### REPORTING/ACCOUNTABILITY

The Fund Development Committee is a Sub-Committee of the Terrace Lodge Redevelopment Project Steering Committee. The Fund Development Committee will provide reports to the Steering Committee through the distribution of the committee's minutes.

#### MEMBERSHIP

The Fundraising Committee membership includes elected officials representing the East Elgin municipalities and representatives of local service groups, local businesses and community members.

Representatives of the Councils of the East Elgin municipalities, including:

- One (1) Member of Municipality of Central Elgin;
- One (1) Member of Municipality of Bayham;
- One (1) Member of Township of Malahide;
- One (1) Member of Town of Aylmer; and
  
- One (1) Member of the Terrace Lodge Auxiliary;
- A minimum of four (4) and maximum of ten (10) members from local service groups, local businesses and the community that represent the catchment area.
- Long Term Care staff including Director of Homes and Seniors Services, Terrace Lodge Administrator and Manager of Program and Therapies.

#### TERMS

- Members from municipal council are appointed for the duration of their term on local Council.
- Community Members are appointed for a four (4) year term and shall be eligible for re-appointment.

#### SECRETARY

An employee of the County shall be the Secretary of the Committee and shall act as a resource person in a non-voting capacity.

## **SCOPE OF RESPONSIBILITIES**

To assist the Terrace Lodge Redevelopment Project Steering Committee to meet its project targets, including working with staff and volunteers to recommend goals and objectives of the fundraising initiatives:

- Recommend and draft a Fundraising Plan and Fundraising Target that supports and encourages community engagement with Terrace Lodge Redevelopment Project both the short and long-term, for approval by the Terrace Lodge Redevelopment Steering Committee;
- Support the staff and volunteers to identify, research, solicit, foster and steward major prospect and donors so as to build a pipeline of project specific support;
- Assist with the development and cultivation of mutually supportive fundraising partnerships with local community groups and organizations;
- Monitor and evaluate progress in meeting fundraising targets and return on investment;
- Oversee the formation/review of policies and procedures associated with fundraising activities so that they are conducted in accordance with County of Elgin Policies;
- Create and recommend fundraising policies that ensure that fundraising best practices are maintained and that committee's program is donor-centric;
- Promote and support fundraising events/activities by attending, volunteering and/or giving monetary/in-kind assistance to the level that committee members are able;
- Review and recommend levels of sponsorship recognition and evaluate methods of donor recognition and stewardship opportunities so that all donations of time and money are recognized appropriately.

## **MEETINGS**

Meetings will be held as necessary or an estimated 6 times per year.

## **ADMINISTRATION OF FUNDS**

Elgin County will administer funds and will issue tax receipts.

## **VOTING/QUORUM**

The Fundraising Committee shall endeavour to operate by consensus. In case of disagreement, Committee members shall cast votes. Decision-making is limited to providing advice and recommendations.

A quorum will be 51% of the members at the meeting who are entitled to vote.

Members of the Fundraising Committee will attempt to advise County staff at least two days in advance if unable to attend a meeting of the Committee. If quorum cannot be met, the meeting may be cancelled and rescheduled.

## **REVIEW**

An evaluation of the Fund Development Committee will be conducted from time-to-time as the Terrace Lodge Redevelopment Project Steering Committee deems necessary.

**Draft approved by County Council: June 2019**



Terrace Lodge  
COMFORTS OF HOME

# 2021 FUNDRAISING REPORT



# Contents

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[2021 Achievements: Some Highlights](#)

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[Seasonal Themes](#)

[Items Fully-Funded To-Date](#)

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[Thank You To Our Generous Donors](#)

[Redevelopment Construction Progress](#)

[Our Team](#)

[Looking Forward To 2022](#)

[Become Part of the Journey](#)

# A Message from the Campaign Chair

Construction on the Terrace Lodge Redevelopment is well underway and scheduled to be completed on-time and on budget in 2023. It is exciting to see progress being made on this long-anticipated project.

Terrace Lodge (located in the Township of Malahide), has been operated by the County of Elgin since 1977. The redevelopment will produce a modernized and reimagined facility that will meet the complex care needs of our 100 residents, while providing them with a living experience that is as home-like as possible.

In order to create this home-like atmosphere the Terrace Lodge Fundraising Committee has been hard at work raising funds that will help us to purchase specific items that will enhance the home-like quality of the redeveloped facility.

We launched our campaign on a very snowy morning in December of 2020 with a provincial lockdown on the horizon. There are many challenges associated with launching a fundraising campaign in the midst of a global pandemic. Being unable to gather in-person as a Committee, meet face-to-face with potential donors, or hold in-person fundraising events meant that the Committee needed to get creative.

We developed themed mini- campaigns and with the support of the Aylmer Express we promoted these themes in the local newspaper, we leveraged our online presence making the most of our social media accounts and website, and finally we turned to the tried-and-true fundraising technique: picking up the phone.

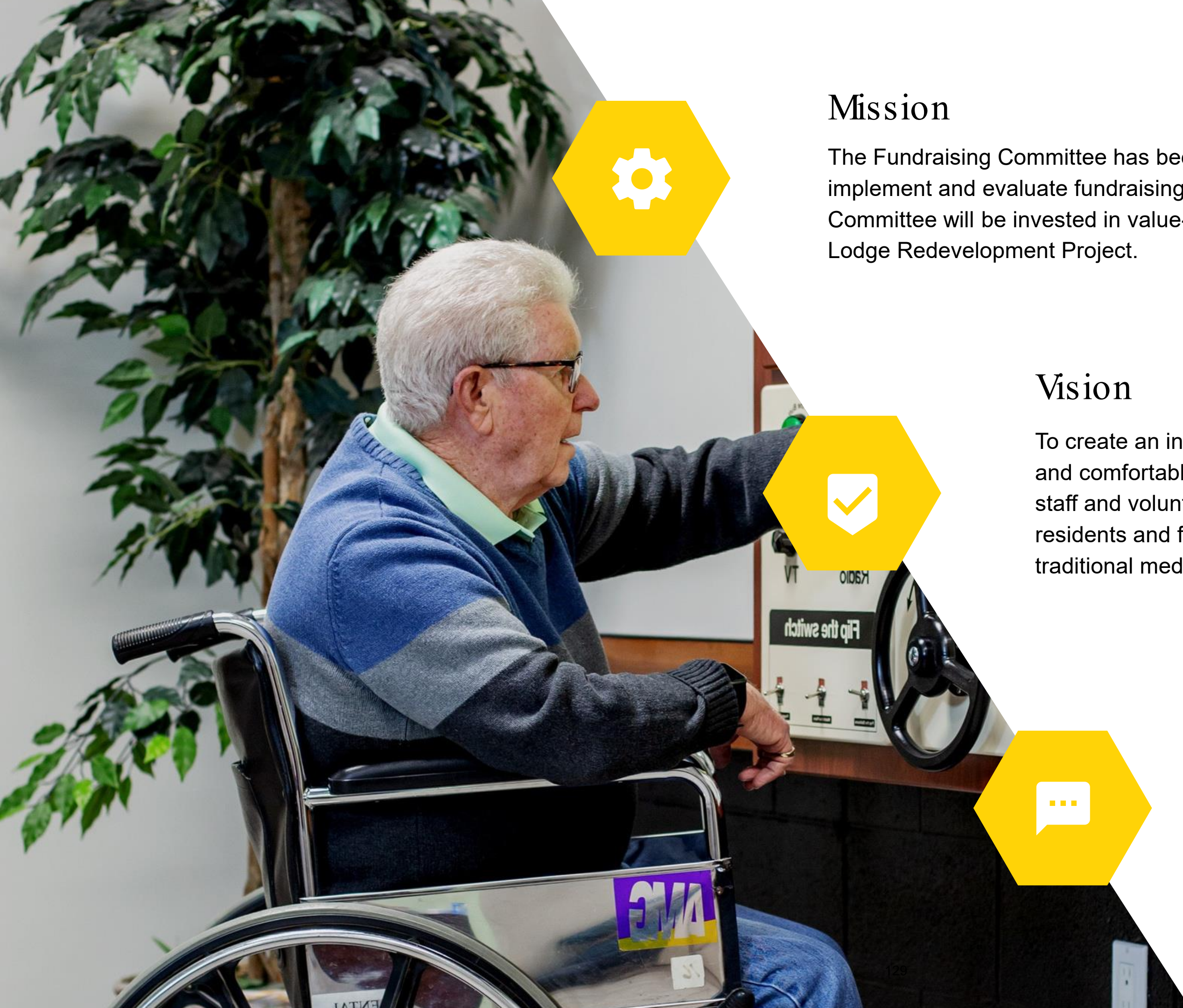
Despite the constantly changing rules around gathering, the Committee found ways to maintain its meeting schedule using virtual and hybrid methods. I am extremely proud of what we have been able to accomplish over the course of 2021. I am extremely honoured to lead such a dedicated, driven group of community minded individuals. I am likewise honoured to be a resident of such a generous community. Even during the difficult year we experienced, the service clubs, businesses, and individuals of Elgin County gave from their heart to make the first year of the campaign a success. On behalf of my colleagues on County Council, I thank you for your commitment to providing the comforts of home for our residents at Terrace Lodge.

I look forward to 2022 with optimism and continued dedication to this cause.



Councillor Dominique Giguère, Campaign Chair





## Mission

The Fundraising Committee has been mandated to plan, coordinate, implement and evaluate fundraising activities. The funds raised by the Committee will be invested in value-added enhancements to the Terrace Lodge Redevelopment Project.

## Vision

To create an inviting state-of-the-art Home, where residents feel safe and comfortable, while enabling the excellent care provided proudly by staff and volunteers. As redevelopments are completed, the staff, residents and families of Terrace Lodge will notice a shift from the traditional medical model toward a homelike model of care.

## Goals

To raise sufficient funds to purchase the items deemed necessary to enhance Terrace Lodge and provide residents with the Comforts of Home. As of January 2022, the total cost of all items is estimated at \$650,000. This goal may be adjusted throughout the campaign as more information becomes available (e.g. building design features, price of items).

# 2021 Achievements: Some Highlights



Sign goes up at TL.

Committee work and plans adjusted to new pandemic realities

\$75,000 donation from Green Lane – a boost to the campaign

Legacy Giving: Information kit developed

\$50,000 donation from ETBO – a nice end to year one.

December 2020

December 2021

Campaign Kick Off.

Partnership with Aylmer Express secured. Branding, brochure, campaign website, catalogue and online donation system set up.



Launch of seasonally themed campaigns, targeting specific seasonal items from the catalogue.



English and Low German poster designed and placed throughout the community. Radio spot on DeBrigj



Donation as gift: cards and system implemented

Fireplaces and benches all sold out!

# 2021 By the Numbers

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## 109 Individual Donors

109 individual donations were received from service clubs, businesses and individuals.

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## 800+ hours of volunteer work

Despite COVID-19 restrictions the Committee never lost momentum. While focused on everyone's health and safety, members adapted and used various technologies to communicate, plan, make decisions and coordinate all outreach efforts.

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## \$269,788 Raised

In 2021 the Campaign raised \$144,788 and secured \$125,000 in pledges. The \$269,788 total to-date represents 40% of the campaign's overall \$675,000 target. (This target includes a 4% budget for campaign expenses).



# Seasonal themes with targeted items

**Spring is in the air**



**Terrace Lodge**  
COMFORTS OF HOME



With your help, the new courtyard at Terrace Lodge will be a place to enjoy the best of spring, full of life.

[donatetoterracelodge.ca](http://donatetoterracelodge.ca)

You can make a difference in the lives of our residents.

Visit our website to learn more and donate.

**It's Summer Time!**



**Terrace Lodge**  
COMFORTS OF HOME

You can make a difference in the lives of our residents.



With your donations to our Summer BBQ campaign, Terrace Lodge residents can **welcome you** to outdoor celebrations, activities & sunshine!

[donatetoterracelodge.ca](http://donatetoterracelodge.ca)

Visit our website or call 548.888.6252 to learn more and to donate.

The campaign used seasonal themes for bi-weekly ads. This strategy was selected to raise awareness about the specific items needed at Terrace Lodge. The ads, designed by the Aylmer Express team, received great feedback and generated interest for designated donations.

**Terrace Lodge**  
COMFORTS OF HOME

*Lifelong learning*



The Comforts of Home include taking care of body **and** mind. We need your donations to acquire specialized computer systems that support memory care and continuous learning.

[donatetoterracelodge.ca](http://donatetoterracelodge.ca)

You can make a difference in the lives of our residents.

Visit our website to learn more and to donate.

**Terrace Lodge**  
COMFORTS OF HOME



*Dear Santa...*



This Christmas, we wish for a fully furnished guest suite for family members who visit us and need to stay overnight. We want to provide our loved ones with the Comforts of Home.

The Residents of Terrace Lodge

This Holiday season, turn your gift-giving into donations! Visit [donatetoterracelodge.ca](http://donatetoterracelodge.ca) for more details or contact us 548.888.6252 [donatetoTL@elgin.ca](mailto:donatetoTL@elgin.ca). Save time, decrease holiday stress, make a difference!

Visit our website to learn more and to donate.

# Items fully funded to-date\*

2 of 2 Large Gazebos  
1 of 3 Chapel Stained Glass Panels  
1 of 1 Chapel podium  
1 of 1 Water Feature  
4 of 4 Above Ground Planters  
4 of 12 Landscape Areas (adopt)  
8 of 8 Outdoor Solar Lighting  
23 of 23 Garden Ornaments (various sizes)  
6 of 6 Bench Roof/cover  
2 of 2 Bird Centres  
2 Bird Seeds for a year  
20 of 20 Benches  
7 of 7 Outdoor Tables (accessible)  
2 of 2 Stainless Steel Barbeque  
60 of 60 Outdoor Stackable Chairs  
1 of 6 Abby Computer System  
2 of 6 Abby System Support (annual)  
10 of 30 Abby Individual Subscriptions

1 of 4 Recreation Room TV  
20 of 20 Montessori Kits (various sizes)  
1 of 1 Gift Shop Table & Chairs Set  
8 of 8 Electric Fireplaces  
4 of 4 Lounge areas: all furnishings  
1 of 1 Dining Room Set  
1 of 1 Guest Suite, fully furnished + AV  
100 of 100 Personalised Door Coverings  
87 of 100 Keepsake Boxes  
4 of 4 Bookcases  
4 of 4 iPads  
1 of 4 Whiteboards with Stand  
1 of 2 CD Players/speakers  
1 of 1 Beauty Nook Desk  
100 of 100 Word Cloud Frames



# Financials

Donations Received for Terrace Lodge Fundraising as at	December 31, 2021	
	Received	To be received
<b>REVENUE (Donations to date)</b>		
Cash/Cheque	51,228	13,000
Credit Card	27,280	
Donations Prior to Campaign Start	8,105	
Pledges (Expected Value)	45,150	125,000
In Kind Donations	25	
<b>Total Donations</b>	<b>131,788</b>	<b>138,000</b>
<b>EXPENSES</b>	<b>Paid</b>	<b>Outstanding</b>
Fees (credit card)	624	
Fundraising Consultants	4,500	
Signage	2,719	
Meeting Room Rental	150	
In Kind Purchases	25	
Advertising and Promotion	9,656	
<b>Total Expenses</b>	<b>17,674</b>	
<b>Total funds towards the campaign</b>	<b>252,114</b>	

# What the Comforts of Home Campaign Means To Me

Why I gave to Terrace Lodge Fundraising:

***“We want to thank Terrace Lodge for good care, for our family over the years.”***

- Keith and Anne Howe, Donors



Why I volunteer on the Fundraising Committee

***“To help provide a state of art home with all the comforts for our residents, in our community.”***

- Ruth Anne Perrin, Committee Member



**WESTMINSTER**  
MUTUAL INSURANCE COMPANY



**MUTUAL**  
**INSURANCE**



Westminster Mutual Insurance - \$10,000



West Elgin Insurance - \$3,900



Action Financial Group iA Private Wealth - \$1,000



Knights of Columbus - Our Lady of Sorrows- \$500



Elgin Roofing Inc.- \$5,000



Aylmer Express - \$10,000





Aylmer Lioness- \$2,000



Springfield Lioness/Swans - \$1,600



Green Lane Community Trust - \$75,000



Belmont Lioness- \$1,000



Aylmer Community Foundation - \$5,000



# Thank you to our generous donors

Action Financial Group Ltd.

Advanced Stainless

Al and Randee Hooghiem

Alison Warwick

Andy and Ann Honchell

Antonissen Trucking

Arkess Rebekah Lodge

Aylmer Community Foundation

Aylmer Express

B&M Finishes

Barry and June Kinsey

Belmont Lioness Club

Bob and Suzanne Carrel

Bob Purcell

Candyville Mart

Catherine Bearss

Christine VanDaele

Connie Foster

Dave and Judy Mennill

Dave H. Jenkins

David Perrin

Deb Shackelton

Debra Shackleton

Dianne Wilson

Dominos Pizza Aylmer

Dr. Michael and Mrs. Michele Toth

Elgin Roofing Inc.

Elizabeth and Gerry Vanderwyst

ETBO Tool and Die

Greenlane Community Trust

Ida and David McCallum

IGPC Ethanol Inc.

iModular Homes Inc.

Jack and Ruby Dykxhoorn

Janis Hamilton

Jess Terpstra

Jim and Jeanette Jenkins

Joe Snyders

John and Ruth Anne Perrin

# Thank you to our generous donors

John Bajc

Karen and Gilles LeBlanc

Keith and Anne Howe

Keith Hunt Construction

Knights of Columbus - Our Lady of  
Sorrows

Larry McNeil

Lloyd Perrin

Lucille White

Marilyn Greenwood and Bonnie Toth

Marjorie and Larry Cowan

Maureen D. Jenkins

Mike Abell Electric

Mike and Lynn Summers and Aylmer Tirecraft

Monica and Glen Howe

Nancy Caverly

Pam Ruckle Buys

Pat and Sue Zimmer

Pat Vandevenne

Peters Paving

Philip and Leslie Psutka

RD Kisuule Professional Corporation

Robert Foster

Robert Michele Deryk Family

Rosemary Kennedy

Ross Alford

Royal Canadian Legion Branch 81

Scott and Sharon Shakir

Springfield C.P. & T. - Springfield

Oddfellows & Rebekahs

Springfield Lioness/Swans

Springwater Packers

Stan Putnam

Studer's Variety (Alpha Business  
Enterprises Ltd.)

The Wood Connection

# Thank you to our generous donors

Tim Maloney and Family

Tom and Muriel Carrel

Township of Malahide Staff

Vera Lampman

Vienna Lioness Club

Vuteq

West Elgin Mutual Insurance

Westminster Mutual Insurance Company

\* The Committee would also like to thank  
the many generous donors who wished  
to remain anonymous.

## **The Committee would like to thank the following organizations for their promotional support:**

The Aylmer Express

The Northshore Beacon

The Dorchester Sign Post

DeBrigj Radio

94.1 MyFM

Rogers TV

Dominos Pizza

# Redevelopment Construction Progress

**March 2021 – Start of project** – clearing of site and setting up of construction trailers and staging/storage areas. Construction of temporary access lane for the project.

**April – May 2021** – Begin excavation of addition, prepare for the relocation of the existing ground mounted air handling units for north and south wings.

**June – Aug 2021** – Continue to form and pour concrete foots, pads, and walls. Delays experienced do to multiple heavy rain events throughout the summer.



**Sept – Nov 2021**– Completion of foundation, installation of all underground electrical conduit and plumbing. The installation of all structural steel framing and metal studding. Ongoing installation of above ground electrical conduit, Mechanical rough in. Installation of concrete floor on ground level.

**Dec – Jan 2022** – Completion of interior steel partitions, continued installation of mechanical, plumbing and electrical infrastructure throughout the addition. Installation of roofing material and placement of roof top HVAC equipment.



# The Team



**Dominique Giguère**

[dgiguere@elgin.ca](mailto:dgiguere@elgin.ca) - (548) 888-6252



**Jim Jenkins**

(519) 644-1445



**Ruth Anne Perrin**

[rperrin@elgin.ca](mailto:rperrin@elgin.ca) - (226) 545-0452



**Richard Kisuule**

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**Kay Haines**

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**Jamie Chapman**

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**Fiona Wynn**

[fwynn@elgin.ca](mailto:fwynn@elgin.ca) - (519) 852-2921

# Staff Supports



Michele Harris

Director of Homes and Seniors  
Services



Jennifer Ford

Manager of Financial Services/Deputy  
Treasurer



Jenna Fentie

Legislative Services Coordinator



Katherine Thompson

Manager of Administrative Services/Deputy  
Clerk



Tanya Noble

Manager of Program and Therapy  
Services<sup>44</sup>

***The Committee is very grateful for the professional support provided staff.***



# Looking Forward to 2022



## **FOCUS: RECREATION**

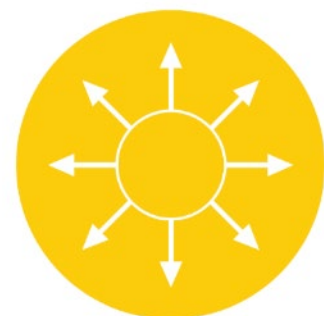
Recreation programs in our long-term care homes play a vital part in the health of residents. In 2022 we will focus our efforts on securing funds for a wide range of recreational items such as a wheelchair bike, outdoor music therapy equipment, art supplies, TV screens and stackable chairs.



## **TARGET YEAR 2: \$225,000**

2022 is the second of the three-year Comforts of Home campaign. After raising 40% of the total target in year 1, year 2 will once again aim to raise \$225,000. This will bring us 2 /3 of the way to the initial target set at \$675,000.

By the midpoint of the campaign, in June 2022, we will endeavour to fine tune the goals and the list of items required. The campaign target will be adjusted at that point to reflect changes in pricing and in best practices for resident care.



## **OUTREACH: COUNTY-WIDE**

With Terrace lodge in the heart of the Aylmer-Malahide area, we saw a high level of engagement in those two communities in 2021. We know that residents at the home come from all over Elgin County. The outreach in 2022 will ensure loved ones, service clubs and businesses from across the county have the opportunity to become part of the Comforts of Home journey.



## **PRIORITY: RECRUITMENT**

The first year of the campaign relied on a small but mighty group of dedicated committee members and volunteers. Our goal for 2022 is to increase the number of members and volunteers and to ensure each community in Elgin County will be represented on the committee.



**Terrace Lodge**  
COMFORTS OF HOME

# Become Part of the Journey...



Visit our online catalogue and purchase a much-needed item.

[www.donatetoterracelodge.ca](http://www.donatetoterracelodge.ca)



Reach out by phone or email to make a donation by cash, cheque or credit card.

[donatetoTL@elgin.ca](mailto:donatetoTL@elgin.ca)



Join our Committee or become a campaign volunteer.

**Dominique Giguère, Campaign Chair**  
**548-888-6252**

# A Path Forward on Library Fines: Next Steps

**Presentation to Elgin County Council**

February 22, 2022



**ElginCounty**  
*Progressive by Nature*

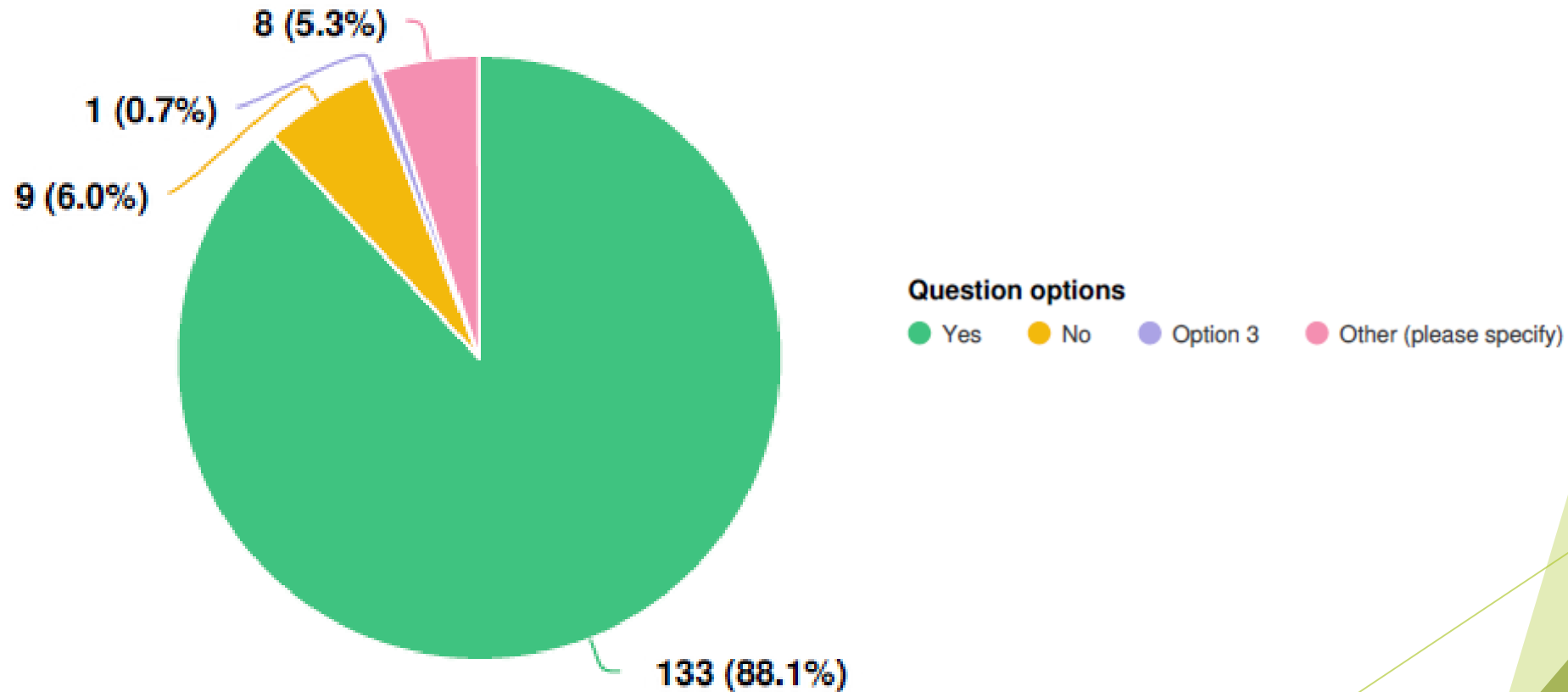
# Overview

1. **Summary:** Public Survey Results
2. **Survey Question Data:**
  - Would you support a fine free movement at Elgin County Library?
  - Do you currently owe fines to Elgin County Library?
  - In which municipality do you currently live?
3. **Suggestions & Strategies to Consider:** Survey Comments
4. **Strategic Tools:** Encouraging Responsible Library Use
5. **Next Steps**
6. **Recommendations**
7. Questions & Thank you!

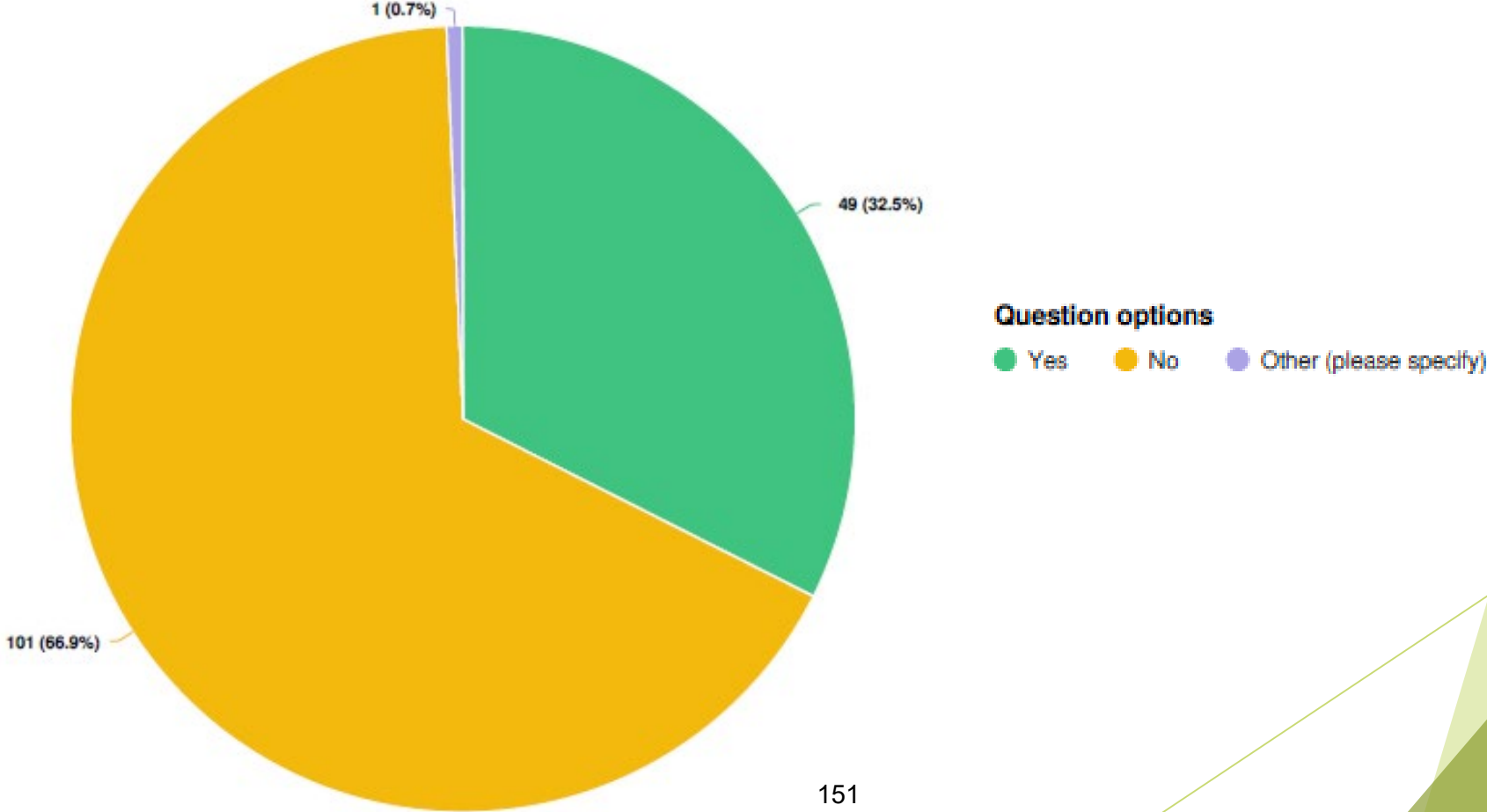
# Summary: Public Survey Results

- ▶ **Most In Support of Going Fine Free:** Of the 151 participants, 88% (133 people) were in support of a fine-free initiative at Elgin County Library. 6% (9 people) did not support this movement.
- ▶ **Most Don't Owe Fines:** Approximately 66.9% (101 people) of the survey participants do not currently owe fines to Elgin County Library. 32.5% (49 people) currently owe fines.
- ▶ **In Support and Don't Owe Fines:** Of the 133 people who were in support of a fine-free initiative at Elgin County Library 47 people (35.3%) indicated that they currently do owe fines, yet 85 people (63.9%) mentioned that they did not owe fines.
- ▶ **Many Sharing Comments:** When asked to share any thoughts or concerns respondents might have regarding Elgin County Library's fine-free initiative 70 (46.3%) out of the 151 participants included a response.
- ▶ **Most Use Library 1-2x Monthly:** 46.4% of survey respondents use the library 1-2x per month; 35.1% use the library 1-2x per week; 9.3% use the library everyday; and 7.9% use the library 1-2x per year.

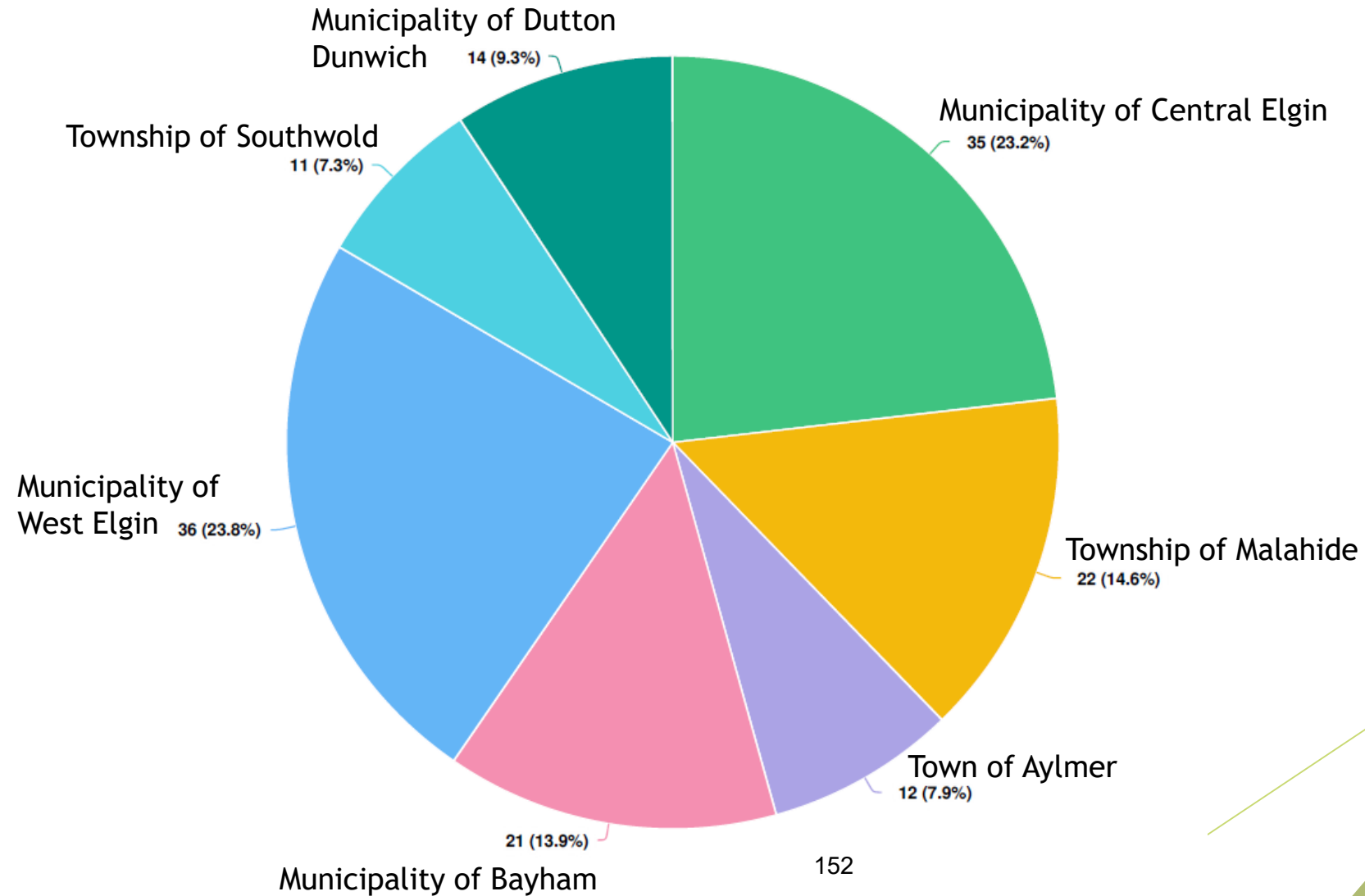
# Question #1: Would you support a fine-free movement at Elgin County Library?



# Question #3: Do you currently owe fines to Elgin County Library?



# Question #4: In which municipality do you currently live?





# Suggestions & Strategies to Consider: Survey Comments

## Removing Financial Barriers and Increasing Access to Library Materials:

“**Removing barriers and creating equity relating to fines is essential.** The research shows fines only hurt the most vulnerable and marginalized and create a culture of shame for those who can not afford to pay or address their fines. The library is a place where equity needs to be woven into the core of service. Anecdotally there are a number of people known to me who have stopped using their libraries as a result of fines - choosing to place a meal on your table or paying back a fine should not be a decision anyone needs to make. As our neighbouring systems have taken this step, as a community we need to follow suite [sic] and **do better for ALL members of our community, in particular those whose use of the library will have positive impact on quality of life and access to information.**”

# Suggestions & Strategies to Consider: Survey Comments

## Continuing Local Food Bank Donation after “Food for Fines” Program:

“ I like how Dutton does the **good [sic] drive around Christmas to pay off fines**. I would worry about people keeping more books than returning them.. there needs to be some way still to hold people accountable.”

(Anonymous; October 18, 2021)

# Suggestions & Strategies to Consider: Survey Comments

## Continuing to Receive Voluntary Donations in Lieu of Fines:

“ I feel that the rationale for dispensing with fines is excellent, to make literacy freely available to all. This disincentive should be eliminated. **To counter the financial loss, donation boxes to "pay reading forward to others" might work.** This could be the cornerstone to developing further programs to make the library's resources more inviting and less ominous... I would gladly share further thoughts and ideas about promoting literacy for all, especially children... ”

(Anonymous; October 29, 2021)

# Strategic Tools: Encouraging Responsible Library Use

1. Continuing to **apply replacement** fees for lost or damaged items;
2. Maintaining a **shorter loan period for high-demand and popular items**;
3. Continuing to **alert customers with courtesy messages** (email and print) when items are coming due and are overdue or when an overdue item has been placed on hold by another customer;
4. Implementing a **more frequent courtesy notice schedule for overdue items as well as limiting card access to library materials** (both print and digital) as a final measure of this schedule.

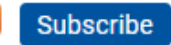
## Survey Comments: Staff Appreciation

“As long as the library has enough income coming in outside of fines, I think it would be okay. **I go to Rodney Library and its really important to have these services. I am very grateful to have Vicki and Gabrielle at my local library.** They are so inviting and informed. I want to keep going back. Thank you.”

(Anonymous; October 29, 2021)

# Wellington County Library Will Eliminate Overdue Fines in 2022

Posted On Thursday November 25, 2021



**Wellington County, Ontario** – Effective, January 1, 2022, the Wellington County Library will no longer charge fines on overdue materials. Earlier this month, the Wellington County Library Board voted unanimously to permanently end this practice, further removing barriers for Wellington County residents accessing library services.

“Starting January 1, 2022 the Wellington County Library will be fine free,” said Councillor Mary Lloyd, Wellington County Library Chair. “Permanently removing overdue fines supports lifelong learning by ensuring library resources remain accessible to everyone in Wellington County.”

Wellington County Library has not been charging for overdue materials throughout 2021 due to Covid restrictions. The decision to make this permanent is in line with the latest research which demonstrates that fines do not encourage the timely return of material, they in fact do the opposite. “Removal of this financial barrier will encourage more people in our communities to use the library and access all the resources we have to offer” said Rebecca Hine, Chief Librarian.

Outstanding overdue fines will be forgiven effective January 1. Fees will continue to be charged for lost or damaged materials.

# Huron County Library will eliminate overdue fines in 2022

MUSEUM & GAOL

MEDIA RELEASE

[← back to list](#) [↪ Share](#)

NOVEMBER 15, 2021

**Huron County, Ontario** – The Huron County Library is very pleased to announce that starting Jan. 1, 2022, the library will no longer charge fines on overdue materials.

While the collection of overdue fines has been temporarily halted since the start of the COVID-19 pandemic, the Huron County Library Board voted unanimously to permanently end this practice, further removing barriers for Huron County residents accessing library services.

During the pandemic, existing inequities in Huron became even more evident. Through these challenging times, access to library resources have increasingly become a priority as a way to engage and support the physical and mental well-being in local communities. The Huron County Library values inclusive and equitable access to information for all, and eliminating fines will help close to 1,000 patrons regain access to Library services.

# Next Steps...

- ▶ **Proceed with system and operational preparations for Phase 1 of the Elgin County Library fine-free framework;** effective June 1, 2022 (until December 31, 2022). This phase eliminates fines on all children's materials including picture books, juvenile fiction, and kids' DVDs; and reduces fines on adult DVDs, including TV series, leading to their eventual elimination in Phase 3.
- ▶ **Prepare a marketing and awareness campaign** to communicate Phase 1 to our communities. This campaign will promote library use and new card creation with fewer fines on materials, as well as encourage returning library items and responsible usage with replacement fees still in place. Library users will also be encouraged to donate at branches in lieu of fines.
- ▶ **Report back to County Council** by early 2023 to present an impact analysis of Phase 1, as well as other current considerations, as conducted prior to proceeding to Phase 2 in 2023.
- ▶ **Revenue reduction of \$5,000 off-set by donations is already incorporated** into the library's 2022<sub>160</sub> operating budget.



# Recommendations

THAT the results of the public consultation process and “A Path Forward on Library Fines at Elgin County Library” survey and report authorized by Elgin County Council at the September 28, 2021 meeting, and as attached, be received and filed for information, and;

THAT Elgin County Council hereby authorizes Elgin County Library to proceed on a path forward for the elimination of Elgin County Library fines as outlined in the fine-free framework received by County Council on September 28, 2021, and that all overdue fines be eliminated effective December 31, 2024 subject to a progress report and impact analysis for Council’s consideration in 2023, and;

THAT the February 22, 2022 presentation titled “A Path Forward on Library Fines: Next Steps”, submitted by the Digital Services Librarian and Library Coordinator, be received and filed for information.

# Attached Reference Documents

**Appendix A:** Elgin County Library Fine Free FAQ for Library Users

**Appendix B:** “A Path Forward on Library Fines at Elgin County Library”  
Public Survey Results, November 2021

**Appendix C:** “A Path Forward on Library Fines at Elgin County Library”  
Presentation to County Council on September 28, 2021

**Appendix D:** Going Fine-Free Press Releases (January, 2022): Huron  
County Library and Wellington County Library

# Thank you!

**Brian Masschaele**, Director of Community & Cultural Services

**Natalie Marlowe**, Library Coordinator

**Susan Morrell**, Library Supervisor

**Séanin Steele**, Digital Services Librarian

**Dalene van Zyl**, Library Supervisor



**ElginCounty**  
*Progressive by Nature*

## **Elgin County Library Fine Free FAQ for Library Users**

### **What does going fine free mean for me as a library user?**

- This means that overdue fines will no longer be applied to your library account.
- You are still responsible for any library items that you borrow and are accountable for returning your materials on time, as other customers may be waiting to use these items.
- If an item has not been returned in an appropriate amount of time, you will not be able to use your library account or card to check out library materials, place holds, or use our digital library, including eBooks, during that time. As soon as the items are returned, your account will be usable again.
- If an item has not been returned after a significant amount of time, you will be sent a bill for the replacement cost of the item.

### **How will this affect my digital eBooks and eAudiobooks?**

It won't! All eBooks and eAudiobooks are already fine free. The platforms you borrow those items from return them for you automatically when they are due.

### **Will I still get reminders about my library materials?**

Yes! Items will still have due dates. We currently have a process that provides print and email courtesy notices and these will continue. If you have not already provided an email address, please contact your local library branch.

### **What if I lose a library book?**

If a library item is missing or overdue past a certain amount of time then the item will be billed to the library card. This means that the library card will be billed the replacement cost of the item and prevented from checking out new items. We would rather have the library item back than your money, so if you find the item please return it and the replacement charge will be removed from the account.

### **What about the library item I borrowed prior to the pandemic?**

Bring it back! We just want the item back and fines won't be added to your account.

### **How do I know what my borrowing times are?**

This information about your due dates will be on the checkout receipt for your library items. You can also find information about our loan periods and fees on our [Membership & Fees page](#).

### **Will I have to wait longer for items?**

No, we do not anticipate any impact on wait times. Libraries that are already fine-free do not notice a difference in how long items are overdue. There will still be due dates on materials and email notices reminding library users that their items are due.

### **I think of my fines as a donation to the library, can I still make a donation?**

Yes! Voluntary goodwill donations will continue to be gratefully received at all of our ten library branches. Also, you can make a donation using our [“Make a Donation” web link](#).

### **Why is Elgin County Library going fine free with children’s materials first?**

Children and teens often cannot get to the library by themselves to return materials on time. This means that overdue fines punish them for something beyond their control. We encourage early literacy, and overdue fines that prevent children or teens from borrowing library items create a barrier to achieving that goal.

### **Other libraries have materials that renew automatically, so books are never overdue unless someone is waiting. Why doesn’t Elgin County Library do that?**

This is a great suggestion. We are considering how the autorenewal of library items would fit with our fine free initiative and how it would impact library users.

### **Are other libraries going fine free?**

Yes! All over Ontario, Canada, and North America, we are seeing more and more library systems go fine free. You can find more information about fine-free libraries on [this map from the Urban Libraries Council](#).

### **I haven’t been to the library in a few years. Will my account still work?**

Please come to your local [Elgin County Library branch](#) and see us. We will either reactivate your account or set you up with a new one. Welcome back!

# A Path Forward on Library Fines at Elgin County Library

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## **SURVEY RESPONSE REPORT**

17 October 2021 - 01 December 2021

### **PROJECT NAME:**

A Path Forward on Library Fines

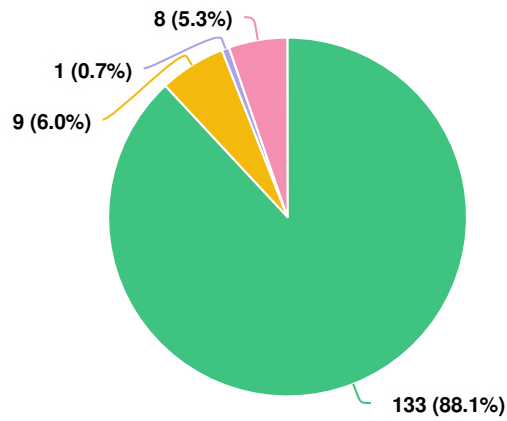
A Path Forward on Library Fines at Elgin County Library Survey was available from October 18, 2021 to November 19, 2021 through the Engage Elgin website, paper copies were made available at all 10 library branches as well as the Main Office. The survey received 151 total responses.



# SURVEY QUESTIONS



**Q1** Would you support a Fine Free movement at Elgin County Library?

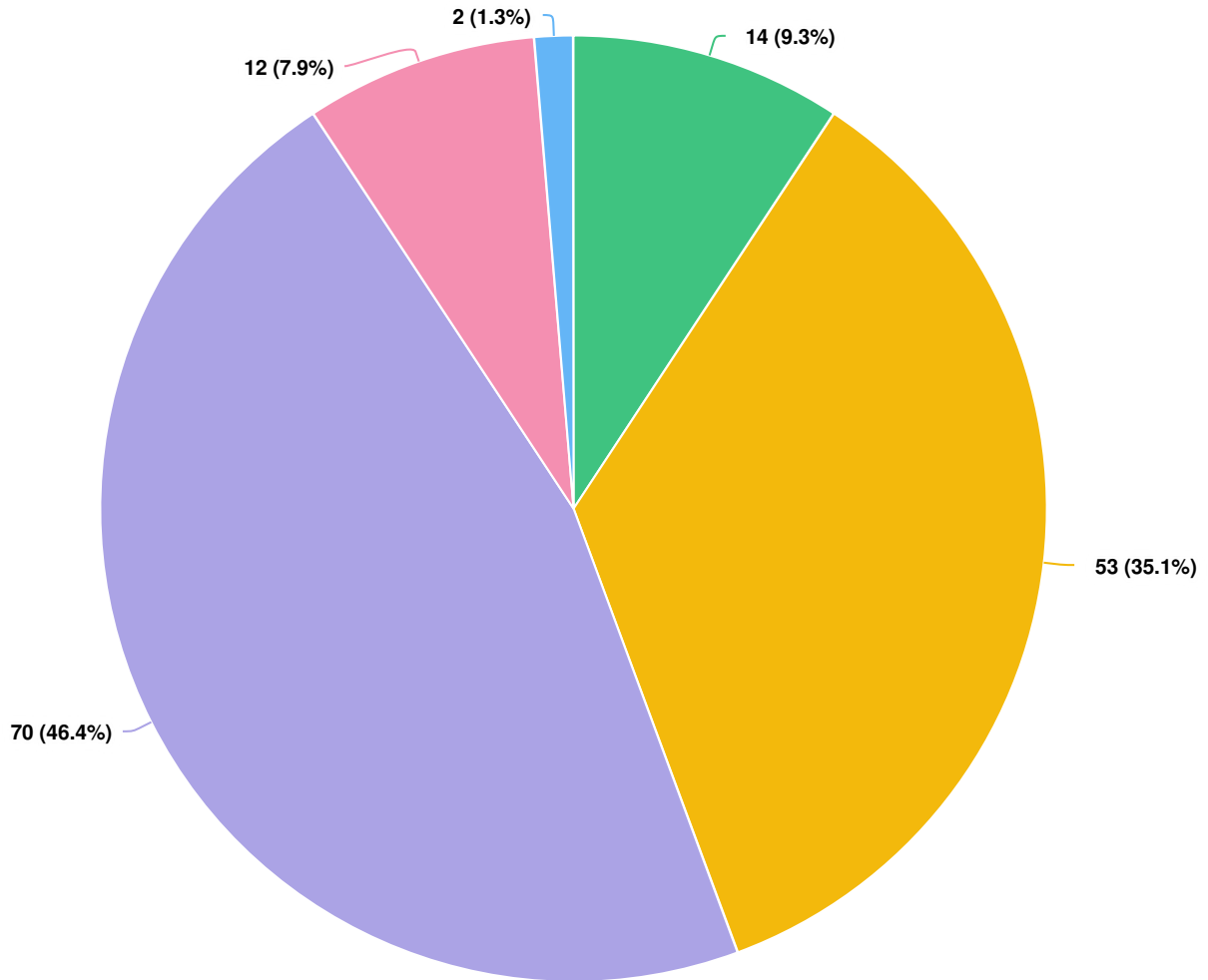


**Question options**

- Yes
- No
- Option 3
- Other (please specify)

Mandatory Question (151 response(s))  
Question type: Radio Button Question

**Q2** Are you a regular user of the library?

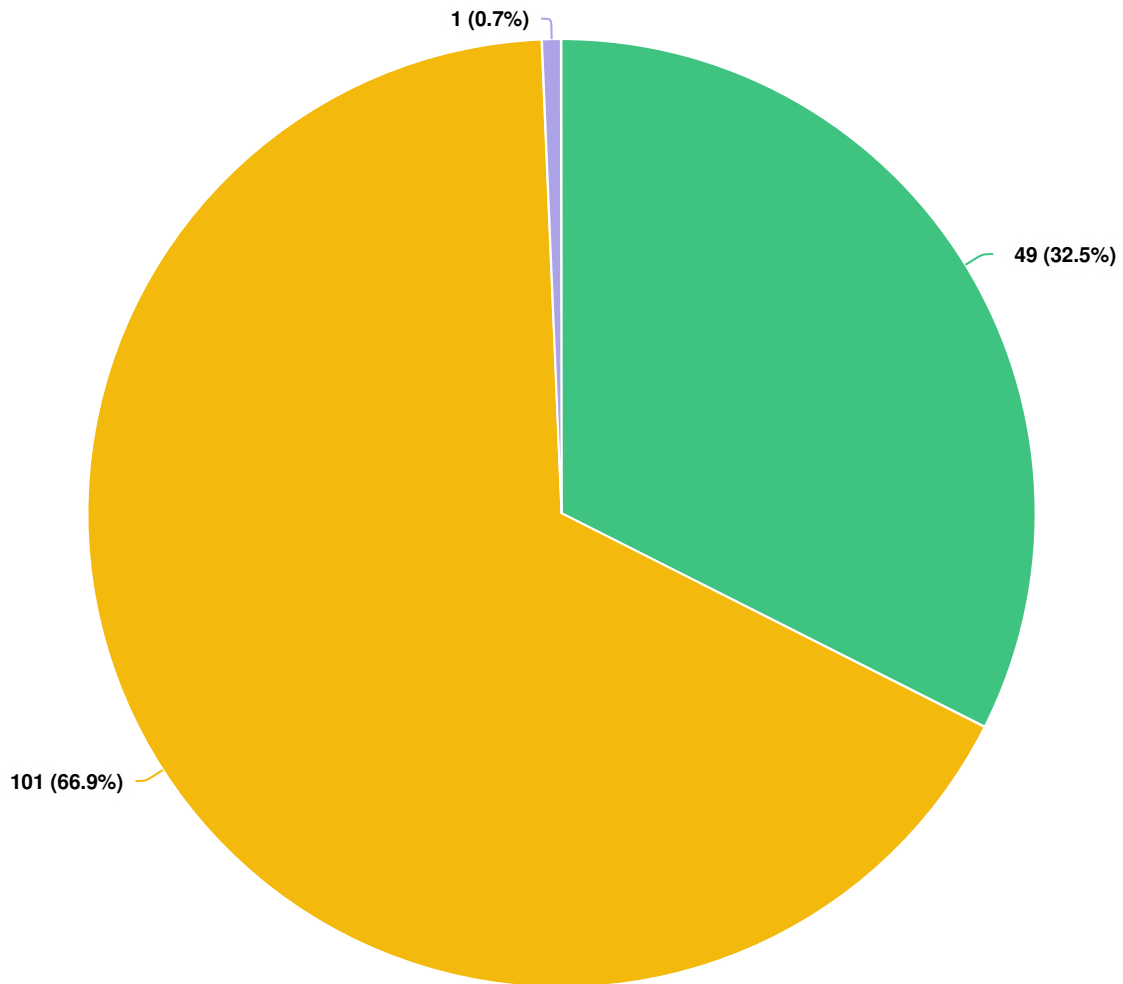


**Question options**

- Yes, I use the library every day.
- Yes, I use the library 1-2 times per week.
- Yes, I use the library 1-2 times per month.
- No, I use the library 1-2 times per year.
- No, I don't use the library at all.

Mandatory Question (151 response(s))  
Question type: Radio Button Question

**Q3 Do you currently owe fines to Elgin County Library?**

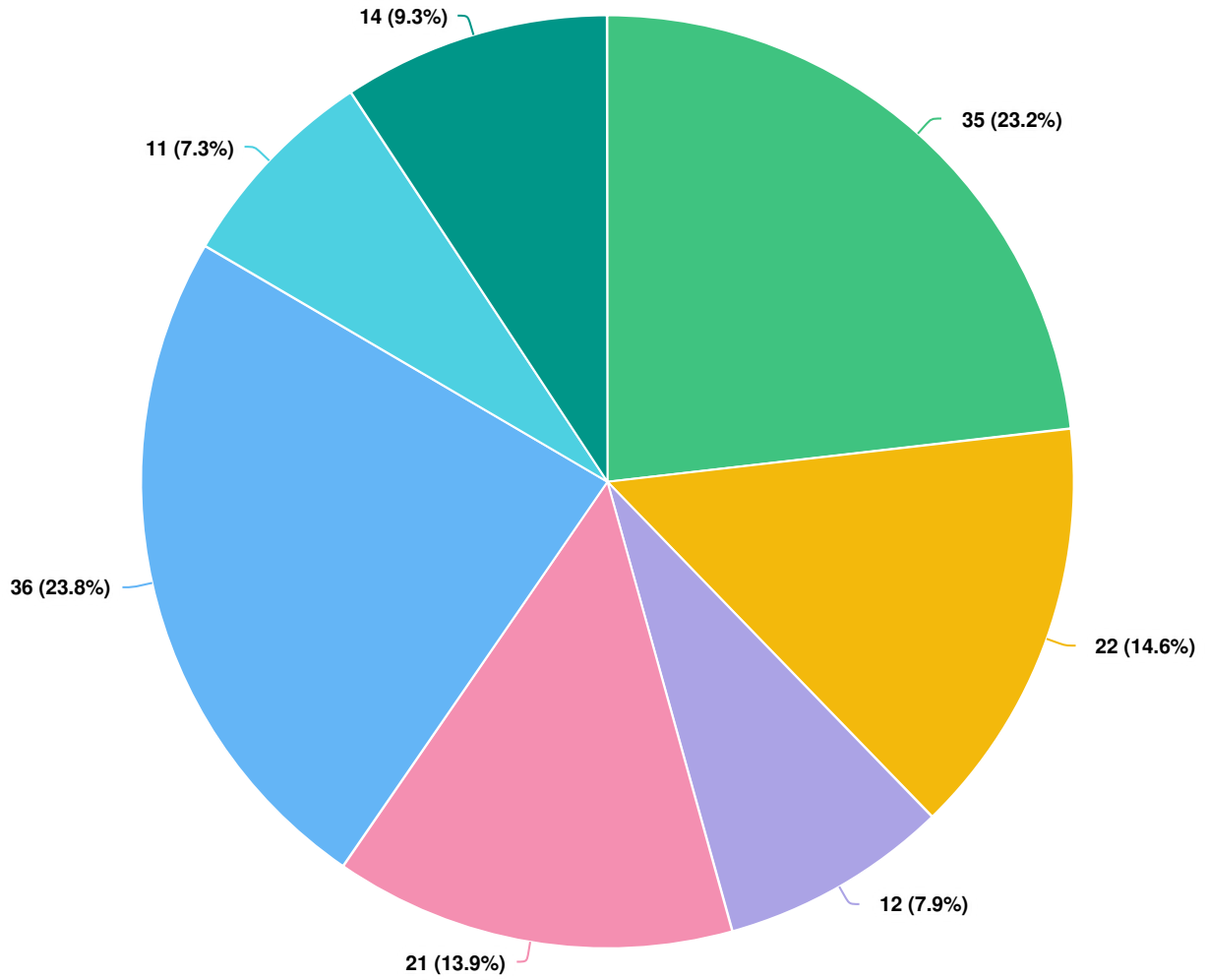


**Question options**

- Yes
- No
- Other (please specify)

Mandatory Question (151 response(s))  
Question type: Radio Button Question

**Q4 In which Municipality do you live?**



**Question options**

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

Mandatory Question (151 response(s))  
 Question type: Radio Button Question

**Q5 Please share any thoughts or concerns you might have regarding the fine free initiative.**

Screen Name Redacted

10/18/2021 06:50 AM

YES! YES! YES! Fines free removes barriers for users and negative, unnecessary interactions from staff. Oxford set it up as a year-long trial originally and it was so successful they implemented it after 6 months. The income from fines is not funding the library - it is costly in staff time and relationship. Let's do this!

Screen Name Redacted

10/18/2021 06:52 AM

We have been active library users since our children were young. It was very difficult when they were little to keep books, resources and VHS/dvd organized and returned on time. Especially frustrating when the fines were \$1 per day for a children's video. We were able to pay off our fines with the food donation days but that doesn't seem fair to users who would not have extra funds for fines or food bank donations! We eventually stopped borrowing media resources because of the fines. We support reminders and fees for lost items.

Screen Name Redacted

10/18/2021 06:55 AM

I fell it's a great idea to go fine free. I normally pay my fines with canned food drive in December. I think I might only owe one or two dollars. I normally take 20-30 books at a time. We get books every month or twice a month

Screen Name Redacted

10/18/2021 06:59 AM

I like how Dutton does the good drive around Christmas to pay off fines. I would worry about people keeping more books than returning them.. there needs to be some way still to hold people accountable.

Screen Name Redacted

10/18/2021 07:07 AM

I was an Elgin County librarian years ago and I would occasionally pay fines for children who always came into the library regularly without parents and accrued fines that caused their accounts to be blocked (DVDs were a problem because the \$1/day added up very quickly). Their family's income didn't allow luxuries and library fines would fall under such a category. The connection with the library and its resources were important in their lives. Personally, I am an avid library user and when my daughter was younger I regularly maxed out my 100 book borrowing limit, but incurred few fines because of the ease of checking the account online and being able to renew from my computer. I generally use Food for Fines to pay my own fines and bring extra to have added to the account of anyone else the librarians would consider in need.

Screen Name Redacted

People won't have to worry about not being able to take out a book

10/18/2021 07:11 AM

Screen Name Redacted

10/18/2021 08:31 AM

New or popular books will not be available if longer than the current checkout time is allowed

Screen Name Redacted

10/18/2021 08:40 AM

Kids books rack up really fast if forgotten for a month because we take out some for each child and it makes me want to use the library less.

Screen Name Redacted

10/18/2021 09:32 AM

No concerns at all! I work for a library system that has been fine free for a few years, and we've had many people return to the library because there wasn't a barrier to access. I would be more inclined to use my local library knowing there are no fines (I currently have cards for Oxford, Elgin, and LPL) and I mostly use the other libraries because I don't have to worry about fines. I hope this passes! Thank you

Screen Name Redacted

10/18/2021 09:40 AM

Whatever way works best to get the books back I fully support.

Screen Name Redacted

10/18/2021 10:15 AM

I strongly support the removal of late fines! As someone who works in the library field, I have seen firsthand the negative impact fines make on a library user experience. The library should be a place that is welcoming to anyone no matter their situation, it is time to remove fines and the financial barrier that they create.

Screen Name Redacted

10/18/2021 11:01 AM

There have been times that library fines have prevented us from visiting the library. I have also not allowed my children to check out certain higher fine items, such as DVD's. The library is fairly far from our home so we can't always get to it, and that means we have spent more on DVD fines than it would cost us to buy the DVD itself. I would find helpful if the library software would automatically renew my materials that were due, if they were available for renewal. Thank-you for considering this step, I know it would make library materials much more accessible to me and my family.

Screen Name Redacted

10/18/2021 11:13 AM

Nowadays I read online using Libby so I am still using the library in a sense. But I think it's important to keep costs down at the library so they can continue to provide books to everyone. I never had a problem with getting a fine for bringing back books late because it was my fault! Please do not take more steps to make people not have to be accountable for their actions!!! There's enough of that going on! The library always offered food for fines to bring in a food donation

and many times I would pay that way instead.

Screen Name Redacted

10/18/2021 12:10 PM

People need to be responsible for their actions and own up to the consequences. This would just contribute to more people breaking more rules and expecting for society to say.. "No problem." If people return books on time, they would not have to pay a fine. Simple solution.

Screen Name Redacted

10/18/2021 01:02 PM

I'm hopeful that the library can continue the Food Bank collection through November.

Screen Name Redacted

10/18/2021 01:20 PM

I love the library. I am not very good at returning books and am interested to know what happens next.

Screen Name Redacted

10/18/2021 05:45 PM

There are times when I don't use the library because of fines. This would change how I use the system in a ur community

Screen Name Redacted

10/19/2021 08:08 AM

Removing barriers and creating equity relating to fines is essential. The research shows fines only hurt the most vulnerable and marginalized and create a culture of shame for those who can not afford to pay or address their fines. The library is a place where equity needs to be woven into the core of service. Anecdotally there are a number of people known to me who have stopped using their libraries as a result of fines - choosing to place a meal on your table or paying back a fine should not be a decision anyone needs to make. As our neighbouring systems have taken this step, as a community we need to follow suite and do better for ALL members of our community, in particular those whose use of the library will have positive impact on quality of life and access to information.

Screen Name Redacted

10/19/2021 12:25 PM

Everything we do has a due date, it serves as a gentle reminder to return/pay on time.

Screen Name Redacted

10/19/2021 12:59 PM

Fines are a discouraging nuisance to regular patrons of the library. I support going fine free, as the fines do not encourage regular use of the library's resources. I also support keeping replacement fees for long overdue, lost, or damaged books.

Screen Name Redacted

10/20/2021 06:44 AM

Going fine free prevents users/families from feeling they are unable to access the library services/materials due to fear of fines/owing fines.

Screen Name Redacted

10/20/2021 12:08 PM

I reviewed the presentation materials which are really good. This seems to be a "no-brainer" to me as the cost to collect is greater than the revenue received, plus all the other good arguments in terms of increasing active card holders and eliminating barriers to those most vulnerable. Replacement fees will apply so borrowers are still accountable. Bring this on!

Screen Name Redacted

10/20/2021 12:24 PM

I believe wholeheartedly in removing anything that acts a a barrier to people accessing books. The benefit to the community at large is worth the removal of the fines.

Screen Name Redacted

10/21/2021 11:27 AM

Late fees are too high on DVDs and some of them aren't even that much in demand, so charging 10 times the amount for a late DVD versus a book is unfair in my opinion. Late fees on books are minimal which has been affordable for my family in the past.

Screen Name Redacted

10/21/2021 12:10 PM

Great initiative!

Screen Name Redacted

10/21/2021 01:02 PM

A fine is an incentive to care for and return a book or other item on time and in good condition. Renewals help meet these goals. The food for fines and other ways to pay your fine are good ways for people that may have accumulated a large fine to catch up.

Screen Name Redacted

10/22/2021 10:47 AM

I can see the reasoning behind this initiative and fully support it.

Screen Name Redacted

10/23/2021 11:05 AM

I think fines free would be a step forward in Elgin County being truly "progressive by nature" since I believe levying fines creates a barrier to access for many individuals and families.

Screen Name Redacted

10/23/2021 02:57 PM

This is a great idea!

Screen Name Redacted

10/26/2021 08:16 AM

I wholeheartedly support this initiative. I often simply forget sometimes that my books are due and sometimes therefore have to pay a fine. That is more a deterrent for me to go to the library than anything...



Screen Name Redacted

10/27/2021 07:14 AM

I would support the movement but have always felt that the fine structure ensured a timely return of borrowed materials. I never really thought about what it actually costs the library to enforce it. I do think a replacement fee is still necessary to ensure accountability.

Screen Name Redacted

10/27/2021 09:09 AM

It is a positive initiative to remove barriers for return of book and to bring patrons back as well and remove stigma.

Screen Name Redacted

10/29/2021 04:44 AM

As long as the library has enough income coming in outside of fines, I think it would be okay. I go to Rodney Library and its really important to have these services. I am very grateful to have Vicky and Gabrielle at my local library. They are so inviting and informed. I want to keep going back. Thank you.

Screen Name Redacted

10/29/2021 11:57 AM

I feel that the rationale for dispensing with fines is excellent, to make literacy freely available to all. This disincentive should be eliminated. To counter the financial loss, donation boxes to "pay reading forward to others" might work. This could be the cornerstone to developing further programs to make the library's resources more inviting and less ominous. I would gladly share further thoughts and ideas about promoting literacy for all, especially children. I a retired English teacher, administrator, and am looking to develop and support reading for children on our community.

Screen Name Redacted

10/29/2021 12:25 PM

I think it would be a great way to allow everyone, no matter what their financial situation, to use the library.

Screen Name Redacted

10/31/2021 01:07 PM

I think it's a wonderful way to reduce barriers for users (or potential users) of the library :).

Screen Name Redacted

11/01/2021 07:13 AM

Fine Free--absolutely NOT. The books are free for our perusal and enjoyment. Fines are reminders that the borrowers are not entitled to hold on to books because it suits them. Others, too, may want to read the same books. It's about caring and valuing library property. It teaches people to care.

Screen Name Redacted

11/01/2021 11:16 AM

To question 1: Yes [selected with the following written next to it:] and No Fine Free Initiative - the power or right to take the int [sic] step or next step in some action -Replacement costs-? When you join the library - discussion - /c signature - fine - replacement costs, etc. -

Teaching - tardiness - discipline, one self - books come in on time -  
 Subjection to some authority -Disengagement [?] - Freedom -  
 Something [?] for - digging deeply into the subject (Fines) -Subject to  
 replacement cost -People may wish to read the book - that a person  
 has no incentive to return materials -I would want the library book  
 back -I enjoy discussing & examining a book - often guided by their  
 literary legacy [input by SS]

Screen Name Redacted

11/01/2021 01:08 PM

This would bring ECL system in line with systems around the area.

Screen Name Redacted

11/01/2021 01:09 PM

See statement re support or object

Screen Name Redacted

11/01/2021 01:14 PM

Live in Tillsonburg I recognize that fines might be an impediment to  
 some people for library use. Especially for children. My one concern  
 is for high interest items. Books on reserve should be subject to fines  
 as an incentive to return those items. This leads me to suggest: 1) No  
 fines for children and teens 2) No fines for adults except for items on  
 reserve. In that case, the fine would kick in 7 days after a borrower is  
 alerted that an item held by that person is needed elsewhere. P.S. All  
 fines can be avoided if your computer system automatically renewed  
 items on the due dates. [emphasis on automatically]

Screen Name Redacted

11/03/2021 06:37 AM

I was pushing for this initiative last year during the worst of the  
 pandemic. I am glad it is being given consideration now.

Screen Name Redacted

11/03/2021 07:35 AM

Dropping fines would follow St. Thomas's and London example.

Screen Name Redacted

11/03/2021 07:37 AM

It is a privilege to have the library in our community, especially during  
 COVID 19. Thanks for all your hard work during that time. I never  
 minded paying fines but support the fine free movement.

Screen Name Redacted

11/04/2021 08:56 AM

I still think you should have the fines. it gives people the time to renew  
 or take it back. you can renew if no one else wants the book. I t hink it  
 is running well.

Screen Name Redacted

11/05/2021 01:09 PM

I thought that a due date for a book might teach responsibility but if  
 research has found that fines are not as great an incentive as thought,  
 I guess it does not have as great an effect.

Screen Name Redacted

11/06/2021 08:48 AM

I think it would be great!

Screen Name Redacted

11/07/2021 07:54 AM

Fine free seems like a good way to increase accessibility for those who may not be able to afford fines for returns or are embarrassed by fees.

Screen Name Redacted

11/09/2021 01:14 PM

Great move. Very "progressive"! Implement immediately - no phase-in.

Screen Name Redacted

11/12/2021 10:53 AM

The lack of fines would not encourage a person to return a "hot loan" book that others are waiting to read.

Screen Name Redacted

11/13/2021 09:34 AM

Sometimes my account shows a fine of say \$1. If I renew the material, I have to pay \$1. If I drop it off at the library, it gets backdated by a day or many days (especially with COVID quarantine of books), then there is no fine. My issue is I would have liked to renew the material without having to spend time and money visiting in person. Living in a rural area and on the wrong side of the Internet divide, it is a concern. With winter weather coming, price of gas, plus my work being 12 hour days, going fine free would help a lot. It sounds weird but I get stressed over checking the website and feel pressure to get to the library on time to save on fines.

Screen Name Redacted

11/15/2021 02:51 PM

I like the idea. It is probably a barrier to borrowing for those who can't afford paying the fines, and not enough to deter those who can afford. I do like that the fines become "Food for Fines: at Christmas time however, and like bringing donations for the food bank. I feel though, as a frequent user, we have books coming and going all the time, and when our 3 kids were younger at home, we had a lot of books in and out and it was easy to lose track, so I always kind of felt that fines penalized people like us who were frequent users of the library. The books always came back, never long overdue, but enough to rack up some fines over a few months.

Screen Name Redacted

11/17/2021 08:07 AM

Great, just hope it doesn't mean some patrons won't return books, or not bother to look hard for them if they are mislaid. Thank you.

Screen Name Redacted

11/18/2021 07:17 AM

Really well researched and put together presentation!

Screen Name Redacted

11/18/2021 08:15 AM

I believe moving towards a fine-free library system is the way to go, would reduce barriers and is in line with the library's values. I hope to see this implemented in Elgin County.

Screen Name Redacted

11/18/2021 01:26 PM

I think fine free is the right solution to the overdue book issues, but, of course, Patrons should be required to pay for replacements if a book is never returned within a specified period.

Screen Name Redacted

11/18/2021 01:28 PM

I try to get books returned before or on the due date, so I haven't had to pay hardly any fines in 7 years.

Screen Name Redacted

11/18/2021 01:30 PM

I like how St. Thomas Library has auto renew of its books, so you don't get fined for late books. It's an auto system by computer.

Screen Name Redacted

11/18/2021 01:34 PM

It is a wonderful idea! {PAID next to their selection of No, I don't currently owe fines]

Screen Name Redacted

11/18/2021 01:35 PM

I think fine free is good BUT paying fines is also ok because that helps bring money back into the library!

Screen Name Redacted

11/19/2021 05:28 AM

I believe that reducing and eliminating fines is a great idea. The phase in approach seems reasonable and realistic. We want to keep access available, especially for those in tight financial circumstances. Reading should be available for everyone. Great Job Elgin Library! You are all wonderful.

Screen Name Redacted

11/19/2021 12:29 PM

I believe this is important to offer fine free so everyone can enjoy the library. No boundaries.

Screen Name Redacted

11/19/2021 12:31 PM

We love using the library - but have forgetful kids! ;)

Screen Name Redacted

11/19/2021 12:33 PM

If a book is not returned at all it should be a charge for it.

Screen Name Redacted

11/19/2021 12:34 PM

Not for kids and youth. Only adults. [No concerns for fine free for kids, only adults is my interpretation of this comment - SS]

Screen Name Redacted

11/23/2021 12:23 PM

AS a busy family, and a family willing to donate books back to Library if it is an option, would really appreciate fine free. London & St Thomas have shifted to this model. Books are such a gift & I don't agree with a charge when a little late. I understand a charge if never returned. Thank-you :)

Screen Name Redacted

11/23/2021 12:24 PM

Grateful for e-mail reminders

Screen Name Redacted

11/23/2021 12:25 PM

I'd return books on time. I do like to support the library. Thank you

Screen Name Redacted

11/23/2021 12:29 PM

I thin the "fine" is a reminder that the book is DUE and somebody may be waiting! However, if you could send a reminder by e-mail that the book was due, then I might reconsider the issue.

Screen Name Redacted

11/30/2021 12:44 PM

the problem is that everything is due on different dates, books, magazines, CDs, VCRs, making more trips to the library than you have time for with limited library hours. not against fines, just time lines

**Optional question** (70 response(s), 81 skipped)

**Question type:** Essay Question



Elgin County Library thanks our community for their responses and input.

# A Path Forward on Library Fines

Presentation to Elgin County Council  
September 28, 2021



**ElginCounty**  
*Progressive by Nature*

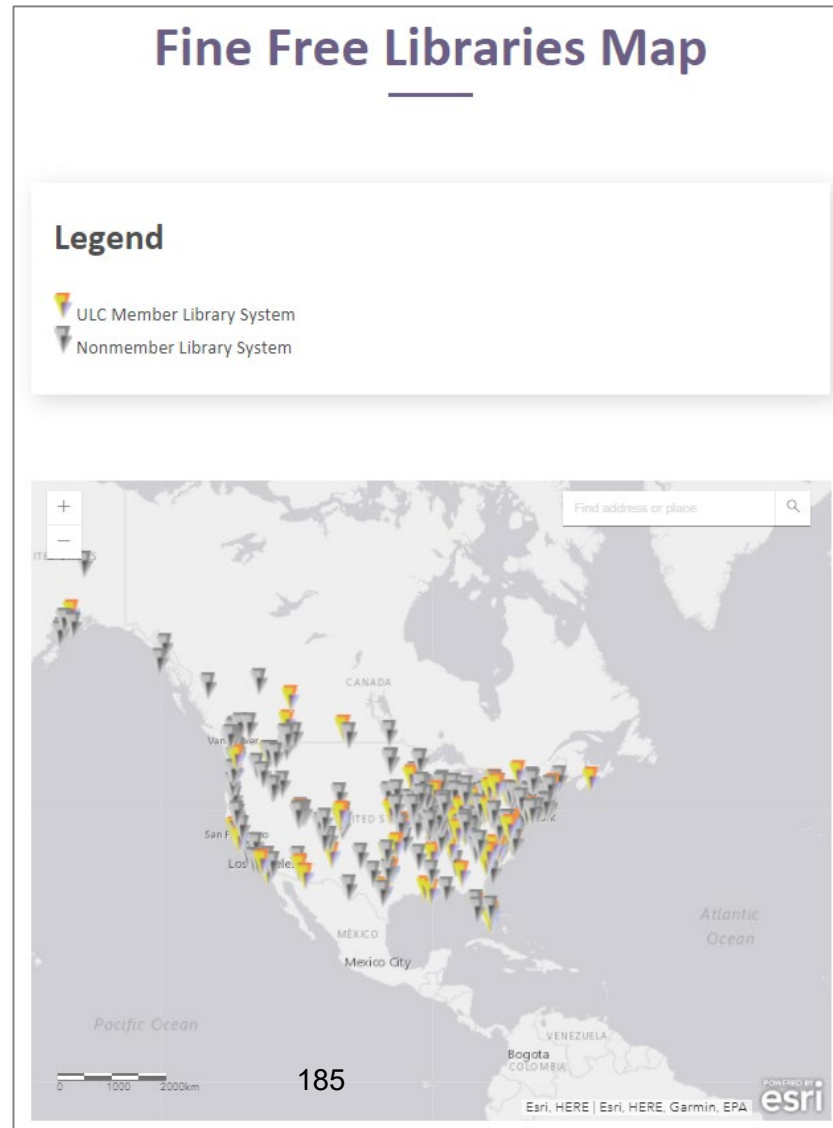
# Overview

1. Background: **The Fine-Free Movement**
2. Arguments **For Going Fine Free**
3. Arguments **Against Going Fine Free**
4. Elgin County Library **Fines Data**
5. **Impact** on Elgin County Library Families
6. **Options to Consider** for a Fine-Free Plan
7. **Next Steps**
8. **Recommendations**
9. Questions



# The Fine-Free Movement

- Several neighbouring public library systems and peers have either gone fine free or partially fine free, including
  - London Public Library
  - St. Thomas Public Library
  - Oxford County Library
  - Chatham-Kent Public Library
  - and Brant County Library.
- [Fine-free map](#)



Local News

# London Public Library scraps late-return fines, seeks 'barrier-free' system

Jonathan Juha

Nov 09, 2020 • November 9, 2020 • 2 minute read



Here's one less reason to give London's public libraries a miss: they're ditching late fines. Delivering the good news are signbearers Kate Scarfe, left, Leonor DaCosta, chief executive Michael Ciccone and Sherry Graham. (Mike Hensen/The London Free Press)

Forget the fines on those overdue books, now and forever.

London Public Library is scrapping fines for late returns on all materials, saying the penalties have created access barriers for some of London's most vulnerable residents.

"We know that there are people who don't come back to the library because of their fines, and it's also a situation where the have-nots really do struggle," said Mariam Hamou, chairperson of the library's board.

"Libraries are trying to become as accessible and barrier-free as possible, and we feel that removing fines is a way to do that."

Library staff estimate more than 10,000 people have at some point refrained from taking out a book or other material because they know they owe fines.

That's why, besides ending fines, the library system is also forgiving all past debts in an attempt to bring more Londoners back.

Michael Ciccone, the library's chief executive, says "overdue fines" have become a "long-standing barrier to library services."

The end of late-return fines, already in effect, coincides with the library celebrating its 125th anniversary this month.

Londoners still will be expected to return borrowed materials and there will still be a replacement fee if a book or other item is kept for an extended period and not returned despite notifications.

London library has already eliminated late fines for items in its children's catalogue and cut fines in half for teens. Going fine-free follows a trend across North America.

# COVID-19 & The Fine-Free Movement

- In the early onset of the COVID-19 pandemic (March 2020 onwards), public libraries were **physically closed as a pandemic response, and many waived fines.**
- Waiving fines was **a response to encourage community members to stay home, not feel the need to return library materials, and stay safe.**
- It was also a way to **recognize cardholders that may have been under financial pressure at the time.**
- As public libraries **reopened their buildings, and in response to their community members, many have decided to extend their waiving of fines, or a fine-free policy.**

# Background: What does “fine free” mean?

- **“Fines”** refer to the **daily fine or cost accrued** on each library item when library materials are **not returned on time or are overdue**.
- **“Replacement fees”** and **“processing fees”** are fees applied to each library item to **replace materials when library items are lost or damaged**.
- Both fines and replacement and processing fees contribute to the charges a library member can accrue on their library account.
- Being “fine free” means **a library system has completed one or more of the following**. In addition, a fine-free policy may focus on one or more of these things:
  - **Eliminating or partially eliminating late or overdue fines.**
  - **Eliminating or partially eliminating replacement fees on lost materials.**
  - **Additionally implementing alternative strategies to encourage the return of library materials**, such as longer loan periods.

# Arguments For Going Fine Free

- ▶ Amount of fine revenue is less than 1% in most systems relative to the staff time and systems to recuperate. It is less than 1% in Elgin.
- ▶ Use of virtual and electronic resources is growing proportionally and the traditional fine model does not work for these resources.
- ▶ Encouraging donations in lieu of fines can increase revenue.
- ▶ Low-income parents may stop using the library if their kids material will cause them to pay – Fines are seen as a financial barrier to those who cannot pay.
- ▶ It is difficult to fund fixed operating costs through revenue that you actually hope you do not have to collect.
- ▶ Sometimes the embarrassment of not returning an item and having to pay a fine can be enough to cause a patron to never use the library again. Quote from recent fine-free panel: “We lost a family because of a fine of \$1.75”.
- ▶ Greater return on investment - Eliminating barriers allows for greater usage of materials that taxpayers have already paid for.
- ▶ Removal of fines has often resulted in more items being returned to the public library, reducing the amount that public libraries must spend on replacement materials and the effort of collection charges for lost or stolen materials.

# Calculating Fines: Hidden Costs

\$5

To collect a \$5 fine...

\$5.95

... a 10-minute interaction would cost \$5.95 in staff wages and a mailed overdue notice alone.



## Organizational Costs of Fines



Hidden Costs

While fines are a revenue source for public libraries, the cost of collecting those fines can easily outweigh those revenues.



Revenue

A fine might appear to be a simple source of revenue, but there are **hidden costs** below the surface.



Staff Time

A 10 minute conversation between a frontline library staff member and a patron regarding fines **costs a library \$4.17** in staff wages (based on a pay rate of \$25 an hour.)



Overdue Notices

Paper, envelope, and postage for an overdue notice could **cost as much as \$1.78** a notice. There is also the **staff time** to call patrons with verbal notices, or to generate email notices.



Mental Health

A challenging fines negotiation could require staff to need **time away from the desk** to recover.



Cost of Collecting

Digital fine payments mean **PayPal fees** for the library. Physical fine payments mean **staff time** to collect and complete deposits.

To collect a \$5 fine...

...a 10 minute interaction would cost \$5.95 in staff wages and a mailed notice alone.

\$5

\$5.95



Staff Morale



Customer Loyalty

# Arguments Against Going Fine Free

- ▶ Library materials are public goods held in the public trust. Fines encourage respect for public property. No fines if you follow the rules!
- ▶ It is traditionally believed that fines incentivize timely returns to reduce wait times for others.
- ▶ Also, it is traditionally believed that having a fine structure in library membership provides a learning experience for young people to develop responsibility, accountability, good citizenship, self-discipline, and other life skills.
- ▶ Fines remain a source of revenue during a time when libraries have to think creatively about finding sources of revenue.
- ▶ Strategic and longer loan periods, automatic renewals of materials, and high fine thresholds can mitigate the need to go fine free.
- ▶ Strategic fine amounts applied to high demand collections like DVDs may be incentivizing timely returns leading to lower revenue being generated.

# Current ECL Fines Structure

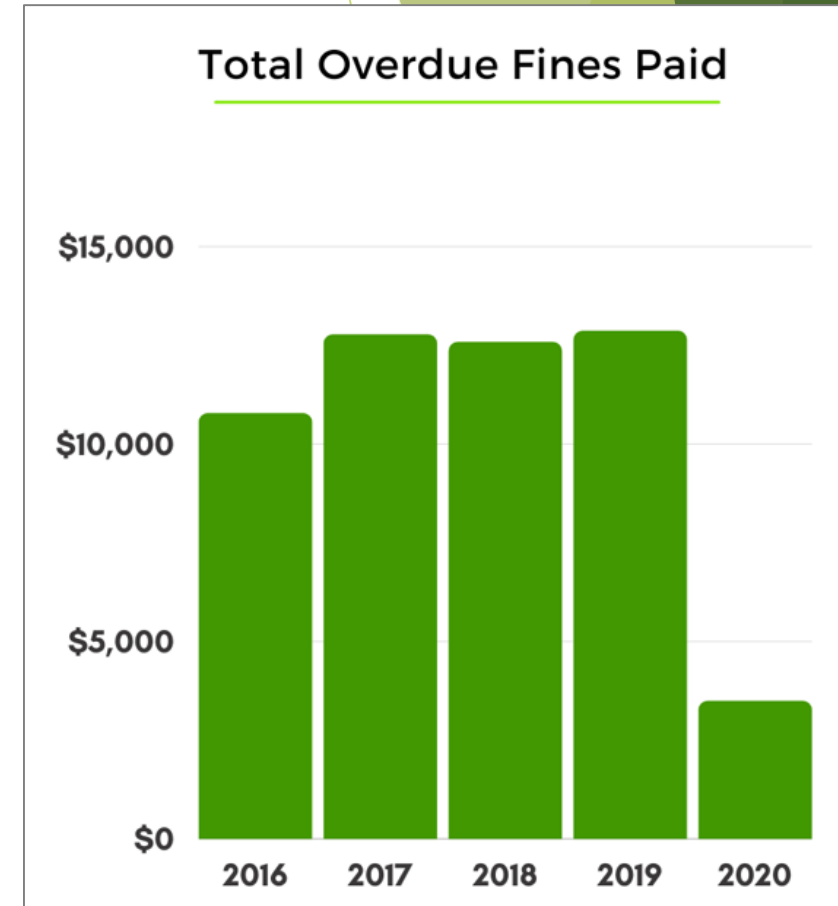
## Fines & Fees:

Item	Description	Loan period	Fines/Daily fee	Maximum fine	Replacement fee*	Processing fee
Book	Hardcover	4 weeks	\$0.10	\$7.00	\$30.00	\$5.00
Book	Paperback	4 weeks	\$0.10	\$5.00	\$10.00	\$5.00
DVD/Video/Game	Adult/ Juvenile	1 week	\$1.00	\$10.00	\$20.00	\$5.00
TV Series on DVD	Adult/Juvenile	2 weeks	\$1.00	\$10.00	\$20.00	\$5.00
Music CDs	Adult/ Juvenile	1 week	\$0.50	\$7.00	\$20.00	\$5.00
Bag of Books	Adult/Juvenile	4 weeks	\$1.00	\$10.00	\$160.00	\$5.00
Audiobooks & Language Kits	Adult/ Juvenile	4 weeks	\$0.50	\$7.00	\$50.00	\$5.00
Playaways & Wonderbooks	Adult/ Juvenile	4 weeks	\$0.50	\$7.00	\$70.00	\$5.00
Magazines	Adult/ Juvenile	2 weeks	\$0.10	\$5.00	\$5.00	None
Interlibrary loan items	Adult/ Juvenile	Discretion of loaning library	\$0.10	\$7.00	Discretion of loaning library	None
Computer Kits	Adult	2 weeks	\$1.00	\$10.00	\$80.00	\$5.00
Park Passes	Adult	1 week	\$1.00	\$10.00	\$100.00	\$5.00
Reference Books	Adult/ Juvenile	1 week	\$1.00	\$10.00	\$50.00	\$5.00

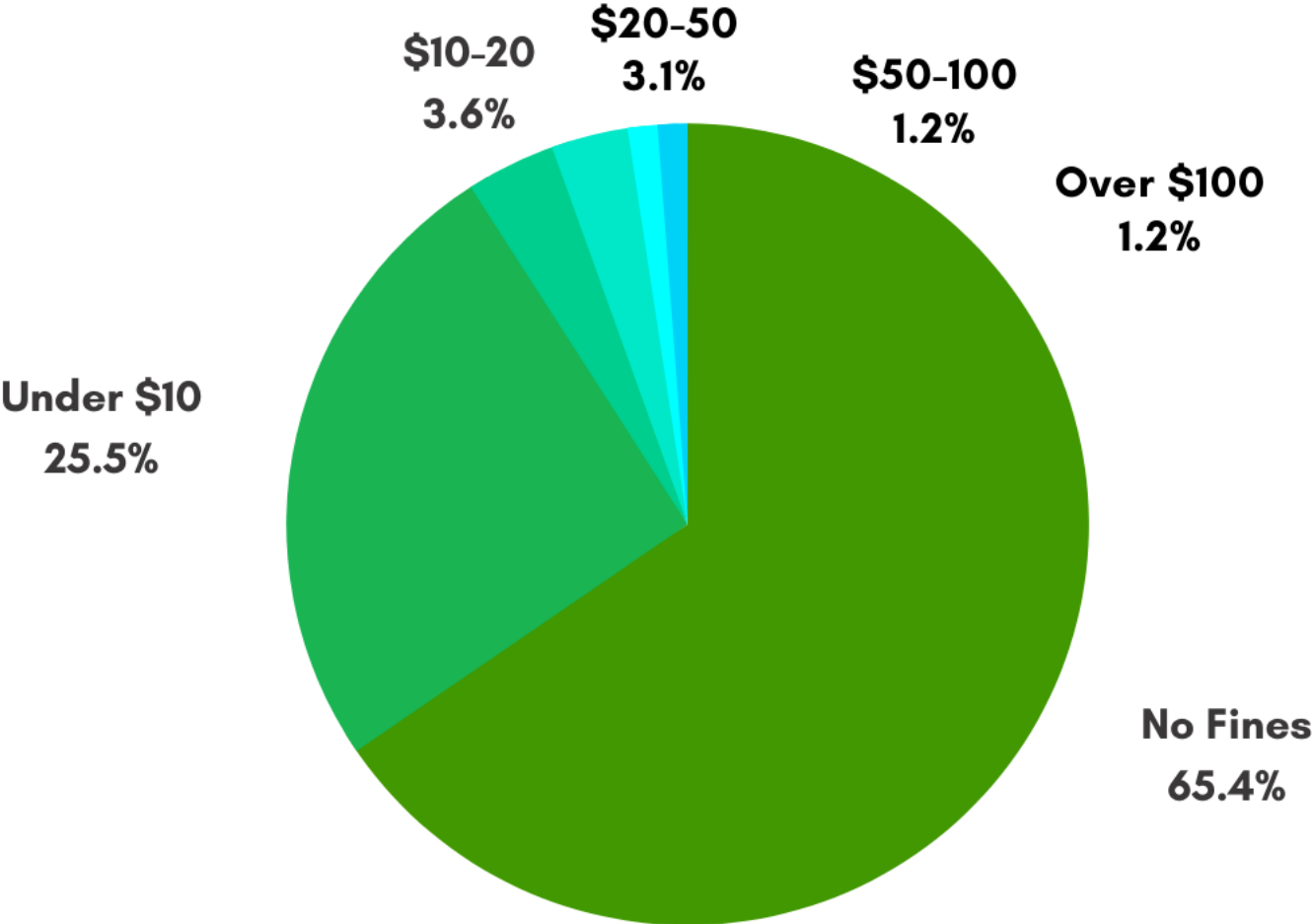


# Elgin County Library Reality Check

- ▶ Annual revenue for overdue fines was approximately \$12,000 per year but that is declining annually due to emergence of e-resources and due to COVID-19. In 2021 to date, \$2,173.90 has been paid in overdue fines.
- ▶ Our print materials have a 4-week loan period which is among the most generous of any system in Ontario. A 3-week loan period is much more common. Fines do not accumulate until after 28 days and renewals are possible if there are no holds on the item.
- ▶ Our pre-COVID fine threshold is \$10 which is average. If that were increased to \$20, fewer patrons would be blocked. 1,310 patrons would be blocked if the threshold was \$10, whereas 786 would only be blocked if this were increased to \$20.
- ▶ We currently have 8,729 inactive cardholders and many due to fines. We have been flat-lined in terms of the number of active card holders and this is an area that we want to grow by at least one per cent or 100 new card holders in 2021. Going fine free would achieve that and more quickly.



# % of Patrons with Fines



**\*Total Patrons: Active & Inactive**

Source: Elgin County Library. Sierra, Create Lists function. September 7, 2021.

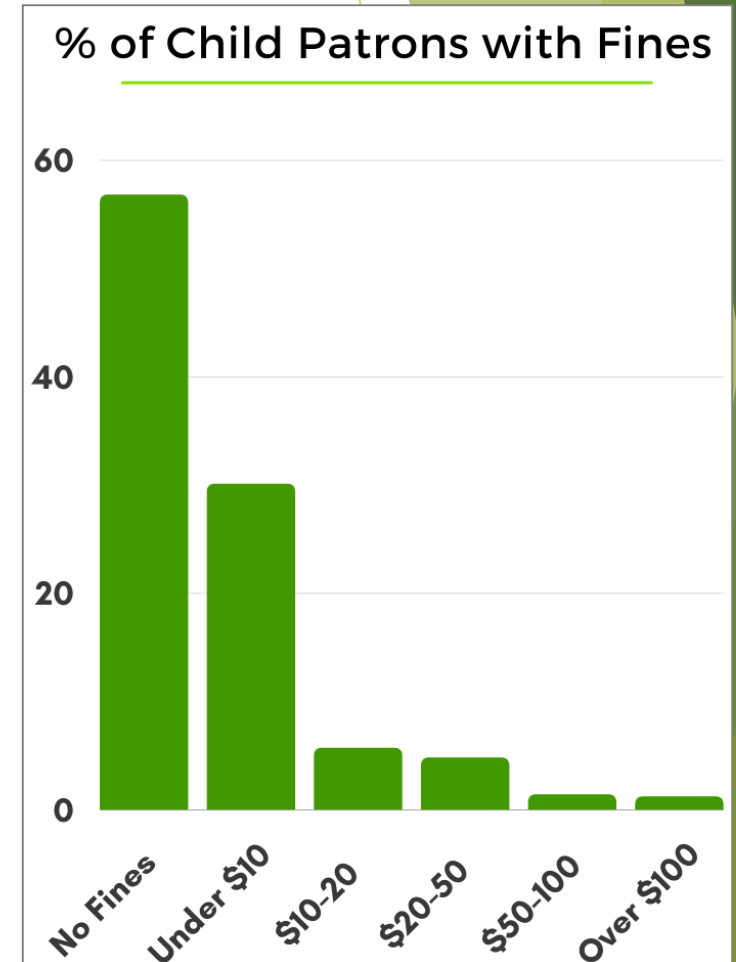
# Impact on Elgin County Library Families

Stories of two families that reflect the impact of overdue fines on their library experience:

- ▶ **A family of four in Straffordville:** They were having difficulty finding transportation to the library and items were often overdue. They would use the Library's "Food for Fines" program to donate nonperishable food items in lieu of money and pay down all the fines on all four of their library cards (two adult and two child cards). Often one or two of their cards would be blocked by the fine threshold and they would need to use the other two. When the family had money to pay fines, which was often not enough to clear all cards, library staff would allocate the funds to whichever card would become "unblocked" to give more access to library materials. However, the family was diligent in ensuring a few of their cards were always in good standing so they could continue to check out many materials, especially for their children. They are happy to be visiting the Library in person again!
- ▶ **A group of siblings in Port Burwell:** These siblings would come to the Library together regularly to check out DVDs. Each sibling had a library card and each accrued overdue fines until the cards were blocked. All of the cards have expired, and library staff haven't seen the siblings in the Library again.

# Options to Consider...

- ▶ A phased-in approach could be started in 2022. The first phase would **eliminate fines on all children's materials such as picture books, junior fiction and kids DVDs, and reducing fines on items like DVDs leading to their eventual elimination.** The impact on annual revenue from this move is likely less than \$5,000 and we project that this will be offset through donations, resulting in likely no impact to ratepayers.
- ▶ Phase 2 could be started in 2023 and involve the elimination of fines **for all cardholders on certain types of materials such as adult fiction.** The cumulative impact on annual revenue is likely less than \$8,000 and we project that this will be offset through donations, resulting in no impact to ratepayers.
- ▶ Phase 3 could start in 2024 which would **entail the elimination of all fines.** However, an impact analysis after each of the above phases will need to be conducted first and presented to County Council before proceeding to the next phase.



# Next Steps...

- ▶ **Perform a survey to gauge public support** for going fine free; to be completed by mid-October 2021. This consultation will be done through a survey available online and in library branches which will target both library users and ratepayers generally. [Here](#) is an example of what the survey and consultation will look like.
- ▶ **Create a placeholder in the 2022 Elgin County Library Budget** for the reduction of fine revenue of up to \$5,000 to be off-set by donations for further deliberation by Council's Budget Committee.
- ▶ **Report back to County Council** as soon as the end of 2021 for implementation.

# Recommendations

THAT Elgin County Council hereby **authorizes a public consultation process** on a path forward for the reduction and/or elimination of Elgin County Library fines as outlined in the presentation “A Path Forward on Library Fines” by the Director of Community and Cultural Services at the September 28, 2021 meeting of Elgin County Council, and;

THAT the **results of this public consultation, along with recommendations on a path forward for the elimination and/or reduction of Elgin County Library fines, be presented to Elgin County Council** as soon as feasible with the necessary amendments reflected in the draft 2022 budget, and;

THAT the September 28, 2021 **presentation titled “A Path Forward on Library Fines”, submitted by the Director of Community and Cultural Services, be received and filed for information.**

# Thank you!

Brian Masschaele, Director

Natalie Marlowe, Library Coordinator

Susan Morrell, Library Supervisor

Dalene van Zyl, Library Supervisor



**ElginCounty**  
*Progressive by Nature*

# Huron County Library will eliminate overdue fines in 2022

[MUSEUM & GAOL](#) [MEDIA RELEASE](#) [← back to list](#) [↻ Share](#)

NOVEMBER 15, 2021

Huron County, Ontario – The Huron County Library is very pleased to announce that starting Jan. 1, 2022, the library will no longer charge fines on overdue materials.

While the collection of overdue fines has been temporarily halted since the start of the COVID-19 pandemic, the Huron County Library Board voted unanimously to permanently end this practice, further removing barriers for Huron County residents accessing library services.

During the pandemic, existing inequities in Huron became even more evident. Through these challenging times, access to library resources have increasingly become a priority as a way to engage and support the physical and mental well-being in local communities. The Huron County Library values inclusive and equitable access to information for all, and eliminating fines will help close to 1,000 patrons regain access to Library services.

“There is growing evidence from libraries across the country and beyond that the revenue generated from collecting overdue fines is not worth the barrier it creates to accessing library resources,” said Director of Cultural Services and County Librarian, Beth Rumble. Evidence from other library systems has also shown little difference when items are returned after removing overdue fines. “Library users want to continue to use the library and we look forward to welcoming back our patrons to our branches.”

“Huron County’s libraries play an important role in supporting education and literacy in our communities,” said Huron County Library Board Chair, Jim Dietrich, highlighting the importance of equal access to the library and its services regardless of one’s financial situation. “Going fine-free will support those in our communities who need it the most.”

All outstanding overdue fines will be forgiven effective Jan. 1, 2022. Fees will, however, continue to be charged for lost or damaged materials.

For those ready to reintroduce themselves to the library, visit any one of the 12 branches located throughout the County or visit the Library online [www.HuronCounty.ca/library](http://www.HuronCounty.ca/library).

*The County of Huron asks the community to continue respecting all public health guidelines, including performing hand hygiene, practicing physical distancing, wearing masks and staying home if ill. Stay informed on the COVID-19 situation in Huron County by visiting the Huron-Perth Public Health website.*



# Wellington County Library Will Eliminate Overdue Fines in 2022

Posted On Thursday November 25, 2021



**Wellington County, Ontario** – Effective, January 1, 2022, the Wellington County Library will no longer charge fines on overdue materials. Earlier this month, the Wellington County Library Board voted unanimously to permanently end this practice, further removing barriers for Wellington County residents accessing library services.

“Starting January 1, 2022 the Wellington County Library will be fine free,” said Councillor Mary Lloyd, Wellington County Library Chair. “Permanently removing overdue fines supports lifelong learning by ensuring library resources remain accessible to everyone in Wellington County.”

Wellington County Library has not been charging for overdue materials throughout 2021 due to Covid restrictions. The decision to make this permanent is in line with the latest research which demonstrates that fines do not encourage the timely return of material, they in fact do the opposite. “Removal of this financial barrier will encourage more people in our communities to use the library and access all the resources we have to offer” said Rebecca Hine, Chief Librarian.

Outstanding overdue fines will be forgiven effective January 1. Fees will continue to be charged for lost or damaged materials.

-30-

**Media Contact:**

**Rebecca Hine, Chief Librarian**

**T: 519.787.7805 x 6224**

**E: rebeccah@wellington.ca**



## REPORT TO COUNTY COUNCIL

**FROM:** Brian Lima, General Manager of Engineering, Planning, & Enterprise (EPE) / Deputy CAO

**DATE:** February 14, 2022

**SUBJECT:** Approval of the Southwold Official Plan  
File No.: SO OP22-01  
Applicant: Township of Southwold

### RECOMMENDATIONS:

THAT the Council of the Corporation of the County of Elgin repeals the Official Plan of the Township of Southwold as adopted by By-law No. 2011-13 and all subsequently amendments thereto; and,

THAT the Council of the Corporation of the County of Elgin modifies and approves the Official Plan of the Township of Southwold as adopted by By-law 2021-68 as detailed in the attached decision; and,

THAT staff be directed to provide notice of this decision in accordance with the Planning Act.

### INTRODUCTION:


This report is intended to provide County Council with information required to consider granting approval to the above noted Official Plan which was submitted to the County of Elgin for approval on November 30, 2021 (attached for your reference along with the recommended decision).

In accordance with Section 17 of the Planning Act the County, as approval authority, is required to make a decision in which it may approve, modify, or refuse to approve an official plan. If the County fails to make a decision within 120 days after the official plan is received, any person or public body may appeal to the Ontario Land Tribunal.

### DISCUSSION:

On November 15, 2021 the Council of the Township of Southwold adopted a new official plan for the municipality to replace the existing plan that has been in effect for approximately 11 years. The proposed new official plan was developed in accordance with the Planning Act, the Provincial Policy Statement, and the County of Elgin Official Plan and contains goals, objectives and policies established primarily to manage and direct physical change and the effects on the social, economic, built and natural environment of the Township including policies and measures to ensure the adequate





provision of affordable housing, the protection of agricultural resources, and a description of the measures and procedures for informing and obtaining the views of the public in respect of various Planning Act processes.

County staff have had the opportunity to review the official plan submission package submitted by the Township, as required by the Planning Act, and are of the opinion that all statutory requirements have been met by the Township including the requirements for public consultation.

Further, County staff have had the opportunity to review the plan itself for conformity with the Provincial Policy Statement and the County Official Plan. Subsequently, after the review, two meetings were held with township staff and their consultant team to review and discuss potential modifications to the plan. These modifications can be described as generally falling into three categories:

- Correction of technical and administrative issues and errors (as would normally be expected with the production of a new document such as this);
- Modifications to ensure compliance with the Provincial Policy Statement and the County Official Plan; and,
- General modifications to ensure the ease of administration of the plan and clarity of the policies.

In total there are 57 recommended modifications to the plan. These modifications have been reviewed by township staff and their consultant team and all parties have provided their concurrence. No modifications have been proposed to any of the official plan's schedules (including all proposed urban boundary adjustments) and they are recommended to be approved as adopted by the Township.

#### **FINANCIAL IMPLICATIONS:**

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None.

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

Serving Elgin	Growing Elgin	Investing in Elgin
<p><input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.</p> <p><input checked="" type="checkbox"/> Exploring different ways of addressing community need.</p> <p><input checked="" type="checkbox"/> Engaging with our community and other stakeholders.</p>	<p><input checked="" type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.</p> <p><input checked="" type="checkbox"/> Fostering a healthy environment.</p> <p><input checked="" type="checkbox"/> Enhancing quality of place.</p>	<p><input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</p> <p><input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.</p>

**LOCAL MUNICIPAL PARTNER IMPACT:**

This Official Plan will impact the Township of Southwold.

**COMMUNICATION REQUIREMENTS:**

The Notice of Decision will be sent to the Township and anyone prescribed under the Planning Act.

**CONCLUSION:**

Based on the analysis contained in the Discussion section of this report, it is in the opinion of staff that Council may grant approval to the Township of Southwold Official Plan, as modified, as the plan:

- Is consistent with the Provincial Policy Statement;
- Conforms to the policies of the County Official Plan; and
- Represents good planning and is in the public interest.

If County Council approves this new official plan, the Township will not be required to undertake another update to the Plan for a period of ten years.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
 General Manager of Engineering,  
 Planning & Enterprise / Deputy CAO

Julie Gonyou  
 Chief Administrative Officer

# DECISION

With respect to the Official Plan for the Township of Southwold 17 (34) of the Planning Act

I hereby approve the repeal of the Official Plan of the Township of Southwold and all subsequent amendment thereto, pursuant to By-law No. 2011-13, insofar as this Official Plan is in effect.

I hereby approve all of the Official Plan of the Township of Southwold as adopted by By-law 2021-68, subject to the following modifications:

1. Section 2.4, add a new subsection e) "To ensure that all development is appropriately serviced with an adequate supply drinking water and an adequate sanitary sewage system".
2. Section 3.1.1 replace all references to a "25-year planning horizon" with a "20-year planning horizon".
3. Section 3.2.2.1, delete the word "larger".
4. Section 3.2.2.2, delete the word "major" in the second sentence and replace with "majority".
5. Section 3.2.2.3, replace the words "The Township recognizes hierarchy of servicing" with "The Township recognizes the hierarchy of servicing established the Provincial Policy Statement" in the fourth sentence.
6. Section 3.2.2.3, delete the term "interim servicing study" and replace with "settlement area servicing study".
7. Section 3.2.2.4, delete all subsections and replace with the following:
  - "a) sufficient opportunities to accommodate growth and to satisfy market demand are not available through intensification, redevelopment and designated growth areas to accommodate the projected needs over the identified planning horizon;
  - b) the infrastructure and public service facilities which are planned or available are suitable for the development over the long term, are financially viable over their life cycle, and protect public health and safety and the natural environment;
  - c) in prime agricultural areas:
    - i) the lands do not comprise specialty crop areas; alternative locations have been evaluated, and
    - ii) there are no reasonable alternatives which avoid prime agricultural areas; and,
    - iii) there are no reasonable alternatives on lower priority agricultural lands in prime agricultural areas;
  - d) the new or expanding settlement area is in compliance with the minimum

- e) distance separation formulae; and impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible.”
8. Section 3.2.2, delete the word “growth” in subsection b).
  9. Section 3.2.3, delete the third sentence and replace with the following:  

“Partial services are permitted for infilling and minor rounding out and to address the failure of private sewage and water services on existing lots”
  10. Section 3.2.4, add the words “and constitutes the Township’s Prime Agricultural Area as defined by the Provincial Policy Statement”.
  11. Section 3.2.5.2, replace the existing 10% intensification target with a 15% intensification target.
  12. Section 3.2.7, delete this section in its entirety and replace with the following:  

“The Township will provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the Township. To that end, the Township planning shall:

    - a) maintain at all times the ability to accommodate residential growth for a minimum of 15 years through residential intensification and redevelopment and, if necessary, lands which are designated and available for residential development; and
    - b) maintain at all times where new development is to occur, land with servicing capacity sufficient to provide at least a three-year supply of residential units available through lands suitably zoned to facilitate residential intensification and redevelopment, and land in draft approved and registered plans.”
  13. Section 3.3.1.4, delete the word “broader” from subsection b).
  14. Section 3.4, insert the word “will” before the word “support” in the first sentence.
  15. Section 3.4.1.1, replace the word “percent” with the “%” after the number “30”.
  16. Section 4.1.2.6, insert the word “Habitat” after “Wildlife” in Table 4.1.
  17. Section 4.1.5.4, add the following at the end of the last sentence: “and must comply with the requirements of the County’s Woodlands Conservation By-law.”
  18. Section 4.1.5.5, replace the words “Have regard for” with “Comply with” in subsection h).

19. Section 4.2.3.3, replace the words “written approval” with “a valid permit / permission” in the first sentence.
20. Section 4.2.4.1, replace “is not permitted” and replace with “will only be permitted”.
21. Section 4.2.5.1, delete the word “no”, pluralize the words “building” and “structure” and insert the word “only” after the word “shall”.
22. Section 4.3.2.2, replace with the word “Aquiver” in the section title with “Aquifer”.
23. Section 4.3.2.4, insert the words “, at the time of application” after the word “submit” in the first sentence.
24. Section 4.4.2.5, delete the section in its entirety and replace with the following:

“Wayside pits and quarries, portable asphalt plants and portable concrete plants used on public authority contracts shall be permitted, without the need for an official plan amendment, rezoning, or development permit under the Planning Act in all areas, except those areas of existing development or particular environmental sensitivity which have been determined to be incompatible with extraction and associated activities.”
25. Section 5.1.2.1 change the policy references in this section as follows:
  - Subsection c) to policy 5.1.3.2
  - Subsection h) to policy 5.1.3.3
  - Subsection i) to policy 5.1.4.2.
26. Section 5.1.2.1 k), replace the words “secondary dwelling units” with “residential permissions within the Agricultural Area in accordance with policy 5.1.3.3.”
27. Section 5.1.2.2.2 insert the words “small scale” before the word “food” in the first sentence.
28. Section 5.1.3.2, insert the words “established in the Zoning By-law” at the end of subsection c).
29. Section 5.1.3.3, add the following words at the end of the section:

“e) Secondary dwelling units where:
  - i) the size of the secondary dwelling unit is smaller relative to the primary residence;
  - ii) the secondary dwelling is located within the farm cluster; and,
  - iii) the secondary dwelling has adequate servicing.”
30. Section 5.1.4.5, insert the word “generally” before the number 40 in the first sentence.

31. Section 5.1.4.6, replace the paragraph with the following: “Severances for agricultural related uses may be considered where both the severed and retained lots are generally 40 hectares in size. Despite this lot area requirement, the lot may be severed from an agricultural lot that is generally less than 40 hectares provided that the agricultural land is merged in name and title to an abutting agricultural lot.”

32. Section 5.1.5.1, Insert the following at the end of this section:

“Nothing in this Plan shall limit the ability of farmers to carry out normal farm practices in accordance with the Farming and Food Production Protection Act.”

33. Section 5.1.5.2, insert the words “and said formulae shall be incorporated into the Township’s Zoning By-law” at the end of the sentence.

34. Section 5.2.2.2, change the policy references in this section as follows:

- Subsection h) to policy 5.2.2.3.6
- Subsection i) to policy 5.2.2.3.7

Add a new subsection g) as follows: “Professional offices and small-space commercial uses in accordance with policy 5.2.3.5. ”and re-number the remaining subsections as required.

35. Table 5.1, delete the table in its entirety and replace with the following:

Density:	Dwelling type:	Maximum Density:	Maximum Building Height:
Low	Single-detached, semi-detached, duplexes, triplexes	Generally 20 units per net hectare	Generally up to 3 storeys
Medium	Townhomes and low-rise apartments	Generally 50 units per net hectare	Generally up to 3 storeys for townhomes and 6 storeys for low-rise apartment

36. Section 5.2.2.3.5, is deleted in its entirety and replaced with the following:

**"5.2.2.3.5 Professional Offices and Small-Scale Commercial Uses**

Certain types of professional offices and small-scale commercial uses which are compatible with a residential neighbourhood and may be intended to serve as a needed function to nearby residents may be permitted in specific residentially designated areas. These uses include, but are not limited to a convenience store, café, law office, doctor’s office, chiropractic practice, dentist, accounting practice or similar uses. Development standards can blend such uses into the residential community to minimize undesired impacts. Professional offices and small-scale



commercial uses will be permitted in existing residential dwellings within the Residential Areas provided:

- a) The proposed use is limited to a professional practice or small-scale commercial use;
  - b) Within Settlement Areas, the use fronts onto a Collector or Arterial Road; and,
  - c) Adequate parking and pedestrian connections are provided.”
37. Section 5.2.2.4.1, delete the first sentence being “Site Layout of all new residential development shall maintain or enhance the neighbourhood’s prevailing pattern of lot widths, lot depth and lot area”.
38. Section 5.2.4.4.1, delete the word “residential” and “residences” throughout this section and replace with “sensitive land uses”.
39. Section 5.3.2, create a new subsection following subsection g) as follows:
- “h) Institutional uses such as places of worship, community halls, and schools that will support the viability of the Hamlet and which are commiserate with the servicing policies of this plan.”
40. Section 6.2.2.1, delete the word “be” and replace with “been” in the first paragraph.
41. Section 6.2.2.2, delete the letter “o” and replace with the word “on” in the second sentence.
42. Section 6.2.3.1, insert the word “municipal” before the word “water” in the section title and first sentence.
43. Section 7.7, Replace “Local Planning Appeal Tribunal (LPAT)” with “Ontario Land Tribunal (OLT)”.
44. Section 7.8.3.1, insert the words “legally-established” before the word “uses”.
45. Section 7.11.2.1, insert the words “which may cover part or all of the corporate boundaries of the Township” at the end of the first sentence”.
46. Section 7.14, delete subsection d) in its entirety.
47. Section 7.15, delete subsection d) in its entirety.
48. Section 7.19, insert the words “Provincial Policy Statement, Elgin County Official Plan, and this” before the word “Official” in subsection a).
49. Section 7.20, delete the first two sentences of the section in their entirety.

50. Section 7.22.4, delete the word “amendment” from subsections b), c) and d) and replace with “variance”.

51. Section 7.22.4, delete subsection d) in its entirety.

52. Section 7.23.3, delete the words “of sufficient size for agricultural use, including adequate land for manure utilization from livestock on the property” and replace with “generally 40 hectares in size” at the end of Subsection a).

53. Create a new section entitled “3.7 Contaminated Sites” which states the following:

“If the site of a proposed use or development is in the opinion of the Township or other approval authority known or suspected to be a contaminated site, Council shall require that prior to permitting development on the site, the proponent shall complete the following to the satisfaction of the Township or other approval authority:

- a) Environmental Site Assessment (ESA) in accordance with Ministry of Environment guidelines; and,
- b) Site restoration in accordance with a remedial plan, where the need for remediation is identified. Where an ESA has determined that contamination exists, no development shall be permitted until such time as the completion of any required decommissioning and/or remediation of the site, and a Record of Site Condition has been prepared by a Qualified Person confirming that site soil conditions meet Provincial criteria for the proposed use.”

54. Create a new section entitled “5.3.4 Industrial Operations and Employment Lands” which states the following and renumber the subsequent sections accordingly:

“Sensitive land uses shall be planned and developed to minimize and mitigate any potential negative impacts from existing industrial operations and planned employment areas to ensure the long-term operational and economic viability of said operations and areas in accordance with provincial guidelines, standards and procedures.”

55. Create a new section after the existing Section 5.1.3 entitled “5.1.4 Non Farm Uses” as follows, and renumber subsequent sections as appropriate:

“The Township shall only permit non-agricultural uses in the agricultural designation for:

- a) extraction of minerals, petroleum resources and mineral aggregate resources; or
- b) limited non-residential uses, provided that all of the following are demonstrated:
  - i) the land does not comprise a specialty crop area;
  - ii) the proposed use complies with the minimum distance separation formulae;
- c) there is an identified need within the 20 year planning horizon of this plan for additional land to accommodate the proposed use and alternative locations have been evaluated, and
  - i) there are no reasonable alternative locations which avoid prime agricultural areas; and

- ii) there are no reasonable alternative locations in prime agricultural areas with lower priority agricultural lands.”

56. Create a new section after the existing Section 6.2.2.4 entitled “6.2.2.5 Sanitary Sewage System Capacity” as follows:

“New development shall demonstrate that the municipal sanitary sewage system has uncommitted reserve capacity available in order to ensure that capacity is not exceeded. The Township may require the oversizing of sewer lines where future servicing extensions are anticipated. The developer is responsible for the necessary extensions and/or enlargements.”

57. That the Table of Content, page numbering, and section numbering is revised as required to address all modifications.

Dated at the County of Elgin this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Manager of Planning  
County of Elgin



# **TOWNSHIP OF SOUTHWOLD**

## **OFFICIAL PLAN**

**NOVEMBER 15, 2021**

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# 1 INTRODUCTION

## 1.1 Context for this Official Plan

### 1.1.1 Historical Context

The Township of Southwold (also referred to as Township within this document) is located in southwestern Ontario, generally between the shores of Lake Erie and the Thames River. The Township is located in Elgin County and is approximately 30 kilometers south of the City of London and is home to approximately 4,570 people (2016). The Township was initially opened for settlement in 1792, with early colonists arriving in 1803. Initial development occurred along the Lake Erie shoreline and eventually the arrival of the railway saw the emergence of a handful of smaller rural settlements. The Township was incorporated in 1852 and while the intervening years have seen some major industrial developments come and go, the present-day community is predominantly agricultural and includes a number of smaller towns and hamlets.

### 1.1.2 Background for Official Plan Review

The Township's first Official Plan (also referred to as Plan within this document) was adopted in 2011 and subsequently approved by the Province in 2013. Since the approval of the original Official Plan in 2013, there have been a number of policy changes at the Provincial and County level, along with a number of emerging issues and opportunities which prompted the Township to launch a review of its Official Plan in 2019. From a policy perspective, the Province adopted a new Provincial Policy Statement and the County's first ever Official Plan came into force and effect in 2013. In recent years, the Township has also begun to see a number of growth management issues emerge and there is a need for the Official Plan to provide guidance on where and how the Township will grow over time.

## 1.2 Basis for the 2021 Official Plan

A review of the Official Plan was initiated in 2019 in order to respond to the changing local community, physical conditions and to address the relevant economic, social and environmental changes. The Official Plan Review (OPR) considered the Planning Act, Provincial Policy Statement, 2020 (PPS, 2020) and the County of Elgin Official Plan (2013).

The basis for this 2021 Official Plan includes the PPS, 2020, the County Official Plan (2013) along with a Policy Background Report (2019) which examines the detailed policy context, growth trends and projections, growth management as well as agriculture, natural resources and natural hazards. The comprehensive planning program initiated to prepare the 2021 Official Plan also included regular meetings with Council, a public open house, and consultation with provincial agencies and the affected Conservation Authorities.

This Plan is intended to provide planning guidance for a planning period of 2021-2041. This Plan will be monitored, reviewed and amended on a five year basis, or as necessary to maintain its currency and conformity with provincial and county policies. For additional detail on the basis for the Official Plan, refer to Part 2 Objectives.

## 1.3 Effect of the Plan

After this Official Plan is approved by Council and adopted pursuant to the Planning Act, no work shall be undertaken and, except as provided for under the Planning Act, no By-law shall be passed for any purpose that does not conform to the Plan.

## 1.4 Plan Organization and Interpretation

### 1.4.1 Official Plan Contents

The Official Plan includes the policies and text within the Plan, along with the Schedules and Definitions. Material changes to the text and schedules of this document require an Official Plan Amendment. Minor changes, including any formatting, typographical errors and numbering changes do not require an Official Plan Amendment. Updates or modifications, for instance minor boundary adjustments, to the maps within this Official Plan do not require an Amendment.

### 1.4.2 Organization of the Plan

The Plan consists of eight Parts:

**Part 1 – Introduction** includes the rationale for the update to the Official Plan and details on the effect, organization and interpretation of the content included.

**Part 2 – Official Plan Objectives** establish the direction for the policies in the corresponding sections in the body of the Official Plan.

**Part 3 – General Policies** is comprised of the Growth Forecast, Growth Strategy, Settlement Area Expansions, Economic Development, Housing, Land Use Compatibility and Additional General Policies.

**Part 4 – Resource Policies** is comprised of content on Natural Heritage, Natural Hazard Lands, Water Resources, Mineral Aggregate Resources, Petroleum Resources, Cultural Heritage and Archaeological Resources, and Climate Change.

**Part 5 – Land Use Policies** is comprised of content on Agricultural Areas, Settlement Areas, Hamlets, Highway Commercial, Open Space, and Waste Management Centre.

**Part 6 – Infrastructure** is comprised of policies pertaining to roads, sanitary, water, storm-water, power, energy, utilities and green infrastructure.

**Part 7 – Implementation** describes how the objectives, policies, schedules and maps of the Official Plan will be implemented.

**Part 8 – Definitions** – includes defined terms which form part of the Official Plan.

### 1.4.3 Interpretation

#### 1.4.3.1 General

The contents of this Plan should be considered in its entirety when applying or interpreting policy.

The Township of Southwold's Council, appointed Committees, and Municipal staff are responsible for the interpretation of this Plan. Where appropriate the Province of Ontario or County of Elgin's interpretation shall be considered.

### 1.4.3.2 Conflicting Policies

In general, where two policies are in conflict, the more restrictive policy applies however interpretation shall be subject to the discretion of the Township.

### 1.4.3.3 Boundary Interpretation

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

## 1.5 Conformity with the Provincial Policy Statement and County of Elgin Official Plan

### 1.5.1 Provincial Policy Statement

Section 3 of the *Planning Act* requires municipalities to make decisions and enact by-laws, which are consistent with the Provincial Policy Statement (PPS). The PPS, 2020 is inclusive of four sections that develop a narrative of provincial direction on land use planning and development, which are: Building Strong Communities, Wise Use and Management of Resources, Protecting Public Health and Safety and Implementation. The Township of Southwold's Official Plan has been prepared to align with and be consistent with the PPS, 2020.

### 1.5.2 County of Elgin Official Plan

The County of Elgin is the upper-tier municipality and the Township of Southwold is the lower-tier municipality that comprise a two-tier planning system. The County of Elgin Official Plan provides direction on matters of Provincial and County-wide interest. Based on the *Planning Act*, the lower-tier municipality is to conform to the Official Plan of the upper-tier municipality. The Township of Southwold's Official Plan is prepared to align with and conform to the County of Elgin Official Plan (2013).

## 2 OFFICIAL PLAN OBJECTIVES

The following objectives are intended to guide decision-making and provide context for the detailed policies of this Official Plan.

### 2.1 Growth Management Planning Objectives

- a) To direct the majority of population and employment growth to settlement areas;
- b) To encourage commercial and industrial development in appropriate locations and reserve suitable lands in the Township for future economic development opportunities;
- c) To provide guidance for future infrastructure investment;
- d) To provide for a healthy agricultural sector within the Township's economy;
- e) To ensure that the level of services required by development is within the Township's financial capabilities;
- f) To ensure that the Township of Southwold provides opportunities for employment, learning, culture, recreation, and physical, social, emotional and spiritual well-being in a manner that is environmentally sound;
- g) To protect agricultural areas for agricultural and resource uses, and enhance the agricultural economy within the Township;
- h) To establish boundaries between settlement areas and agricultural areas by defining settlement edges and discouraging urban uses in the agricultural areas;
- i) To create attractive, functional and livable settlement areas that reflect the character of the Township;
- j) To preserve and enhance wherever possible the distinctive identity and character of the settlement areas within the Township, while accommodating expected growth over the planning horizon of this Plan;
- k) To provide an adequate supply and diversity of housing types in appropriate locations within settlement areas; and
- l) To promote tourism in the Township which would facilitate appropriately located and scaled commercial and recreational opportunities.

### 2.2 Resource Planning Objectives

- a) To protect and enhance natural heritage features, functions and resources;
- b) To protect the long term potential for mineral and petroleum resource extraction;
- c) To protect the Township's natural heritage resources, agricultural land base, water supply, cultural and archaeological resources and provide for the wise use and protection of these uses over the long term;
- d) To reduce the risk to public safety and to property by directing development away from natural hazard lands including flooding and unstable slopes; and
- e) To provide a planning policy framework which broadly addresses the potential impacts of climate change.

### 2.3 Land Use Planning Objectives

- a) To minimize the potential for future land use conflict;

- b) To provide for a mix of uses within settlement areas which allow for a range of development opportunities;
- c) To provide for a range of rural and agricultural development opportunities which help to support a vibrant economy;
- d) To provide guidance for attractive built form;
- e) To promote efficient, cost effective development and land use patterns to minimize land consumption, reduce servicing costs; and
- f) To encourage intensification and brownfield redevelopment within settlement areas.

## 2.4 Infrastructure Objectives

- a) To provide an efficient, well-connected and safe transportation network for moving people and goods;
- b) To support and promote active transportation;
- c) To provide guidance for the sustainable expansion of infrastructure in accordance with the Town's growth management strategy; and
- d) To provide opportunities for green infrastructure development.

## 2.5 Implementation Objectives

- a) To provide guidance for how the policies of the Official Plan are to be implemented;
- b) To provide a planning policy framework for decision-making which is transparent, efficient and effective;
- c) To support and encourage communication and consultation with the community, stakeholders and investors;
- d) To support and facilitate proactive dialogue with Indigenous communities; and
- e) To provide a policy framework which supports collaboration with neighbouring municipalities, the County of Elgin and other government agencies.

# 3 GENERAL POLICIES

## 3.1 Growth Forecast

### 3.1.1 Time Horizon for Official Plan

The Official Plan is intended to provide planning guidance for a planning period of up to approximately 25 years. This Official Plan has been prepared up to 2041 time horizon. It is intended that this Plan will be monitored, reviewed and amended as necessary to maintain its currency and usefulness.

### 3.1.2 Population Growth

The following population growth forecasts shall be used for the basis of long-range municipal planning, growth management and municipal infrastructure planning. **Table 3.1** describes the population forecast for the Township of Southwold between 2019 and 2041.

Table 3.1: Township of Southwold, 2041 Population Forecast	
Year	Population Including Undercount
2016	4,570
2019	4,800
2031	5,940
2041	6,640
<b>2019 to 2041</b>	<b>1,840</b>

Source: 2016 from Statistics Canada Census. Forecast by Watson & Associates Economist Ltd., 2019

### 3.1.3 Housing Growth

The housing growth forecast shall be used for the basis of municipal planning related to servicing, community facilities, parks and recreation space and other growth management sectors for serving the anticipated growth. **Table 3.2** describes the housing growth forecast for the Township of Southwold between 2019 and 2041.

Table 3.2: Township of Southwold, 2041 Housing Forecast	
Year	Housing (units)
2016	1,630
2019	1,730
2031	2,280
2041	2,780
2019 to 2041	1,050

Source: 2016 from Statistics Canada Census. Forecast by Watson & Associates Economist Ltd., 2019

### 3.1.4 Employment Growth

The Township's employment forecast is illustrated in **Table 3.3** below.

Table 3.3: Township of Southwold, 2041 Employment Forecast	
Year	Jobs
2016	1,520
2021	1,560
2031	1,680
2041	1,770
2016 to 2041	250

Source: 2016 from Statistics Canada Census. Forecast by Watson & Associates Economist Ltd., 2019

## 3.2 Growth Strategy

### 3.2.1 Vision for Growth

The majority of the Township's future growth will be directed to the settlement areas of Talbotville, Shedden, Fingal and North Port Stanley where there is access and availability or planned access of municipal sewage services and municipal water services.

### 3.2.2 Settlement Areas

#### 3.2.2.1 Municipal Structure

Schedule 1 shows the Municipal Structure of the Township, illustrating the location of the larger Settlement Areas, Hamlets and the Agricultural Area.

#### 3.2.2.2 Settlement Area Hierarchy

The Settlement Areas of Talbotville, Shedden, Fingal and North Port Stanley will accommodate the greatest amount of growth and maintain the highest concentration in residential, industrial and commercial development. Historically, these four Settlement Areas have seen the major of new development in the Township. Talbotville is planned to be the focus of future housing, employment and urban development opportunities given the availability of full municipal services and land in the Settlement Area. Shedden, Fingal and North Port Stanley remain important areas and are intended to be a secondary focus for growth, providing a diversity of housing types. Both Shedden and Fingal have opportunities for growth and are expected to grow through infilling and uptake of remaining greenfield lands (on full municipal services where services are extended in alignment the infrastructure policies of this Plan). North Port Stanley which has a number of natural environment constraints is expected to see a modest amount of developmental growth on partial services for infilling and minor rounding out of existing development and would require full municipal services or private communal services for new development.

#### 3.2.2.3 Development in Settlement Areas

Full municipal sewage and water services are the preferred form of servicing in the Settlement Areas. New development in Settlement Areas is intended to take place on full municipal services where possible. If such services are not available, Council may consider development which uses alternate, interim services, where it can be justified in accordance with the policies of Section 6.2 of this Plan. Proponents may be required to prepare an Interim Servicing Study as described in this Plan. The Township recognizes a hierarchy of servicing and may consider the use of municipally or privately owned and operated communal systems for new development, individual on-site private systems and partial municipal services for infilling and minor rounding out of existing development.

#### 3.2.2.4 Settlement Area Expansions

At the time that this Plan was prepared it was determined that there is a sufficient supply of land within the settlement areas to accommodate the 2041 growth forecast and that there was no need for settlement area expansions. The current settlement area boundaries are shown on Schedule 1 (with additional details depicted on Schedule 4A-4E). Future settlement area expansions shall only be considered through a municipal comprehensive review which examines the following:

- a) The land capacity within the existing settlement areas to determine whether there is sufficient supply of land to accommodate future growth through greenfield and intensification development over the planning horizon;
- b) The availability of existing or planned infrastructure and public service facilities which are planned or available to accommodate growth;
- c) Infrastructure and financial implications of growth;
- d) Where an expansion is located in prime agricultural areas:
  - i. the lands do not comprise specialty crop areas;
  - ii. alternative locations have been evaluated and there are no reasonable alternatives which avoid prime agricultural areas and there are also no reasonable alternatives on lower priority agricultural lands in prime agricultural areas;
  - iii. the new or expanding settlement area is in compliance with the minimum distance separation formulae; and,
  - iv. impacts from new or expanding settlement areas on agricultural operations which are adjacent or close to the settlement area are mitigated to the extent feasible.
- e) Implications for natural heritage features and/or any natural hazards.

### 3.2.2.5 Settlement Area Expansions outside of a Municipal Comprehensive Review

Notwithstanding Policy 3.2.2.4, the Township may permit adjustments of the Settlement Area boundaries outside a comprehensive review provided:

- a) There is no net increase of land within the Settlement Areas;
- b) The adjustment would support the Township's ability to meet growth, intensification and redevelopment targets;
- c) Prime agricultural areas are addressed in accordance with 3.2.2.4 d) and e); and,
- d) The Settlement Area to which lands would be added can be appropriately serviced and there is sufficient reserve infrastructure capacity to service the lands.

### 3.2.3 Hamlets

The Township has seven small hamlets including Frome, Iona, Iona Station, Middlemarch, Lawrence Station, Paynes Mills and Southwold Station (see Schedule 4E). Given the limited availability of full services, future growth will be limited to small scale infilling and redevelopment within the Hamlets. Hamlets do not have full municipal services, nor the expectation of that full services will be provided in the future. Partial services are permitted to address a need and/or failure of private sewage and water services on existing lots. Hamlets are planned to maintain their historic communities' character through architectural details and features through infilling or minor rounding out of existing development. Refer to Section 5.3 for additional details.

### 3.2.4 Agricultural Area

In general, the Agricultural Area is inclusive of all lands outside Settlement Areas and Hamlets. The Agricultural Area is characterized primarily by agriculture and clusters of development of insufficient size and variety of uses, to warrant designation as Rural Settlement Areas. Any new servicing shall be through individual on-site sewage services and individual on-site water services, or by municipal water services, provided that such development is consistent with natural heritage and resource protection policies and does not increase the overall density in the Agricultural Area. Additional polices for guiding development within the Agricultural Area are provided in Section 5.1 of this Plan.



### 3.2.5 Intensification

#### 3.2.5.1 General Intensification

The Township encourages intensification within its four Settlement Areas and seven Hamlets. All new intensification may be permitted where such development would constitute minor infilling or rounding out of existing development within the Settlement Area or Hamlet boundaries.

#### 3.2.5.2 Intensification Target

Intensification is the development of a property, site or area at a higher density than currently exists through:

- a) Redevelopment, including the reuse of brownfield and greyfield sites;
- b) The development of vacant and/or underutilized lots within previously developed areas;
- c) Infill development; and
- d) The expansion or conversion of existing buildings.

The Official Plan intensification target is 10%, recognizing that the majority of future growth is expected to occur on greenfield lands within the Settlement Areas.

### 3.2.6 Greenfield Areas

Areas of Greenfield development shall take the form of extensions to the existing built-up area subject to the policies in Section 5 of this Plan. Development in Greenfield Areas shall require a phasing plan based on the extension of municipal services and utilities.

### 3.2.7 Housing Supply

A minimum of 15-year supply of land shall be designated for residential purposes at all times to accommodate future housing needs. The Township will also maintain a minimum of a 3-year supply of land with servicing capacity for residential units in draft approved or registered plans.

### 3.2.8 Employment Lands

#### 3.2.8.1 Employment Land Supply

At the time that this Plan was prepared it was determined that the Township has sufficient supply of vacant employment lands to accommodate future employment growth. The Township will maintain a sufficient supply of employment lands to provide opportunities for a variety of economic development opportunities. The Township's employment lands are mainly located in Talbotville as well as Shedden. Refer to Schedules 4A and 4B for additional details.

#### 3.2.8.2 Conversion of Employment Lands

Any proposal to convert lands within a designated Employment Area to another type of land use will only be considered through a Municipal Comprehensive Review which demonstrates:

- a) the land is not required over the long term;
- b) there is a need for the conversion;
- c) there is sufficient supply of employment lands to accommodate employment growth;
- d) there is existing or planned infrastructure and public service facilities to accommodate the proposed use;

- e) the proposed use meets the interest of the public in the long and short-term, rather than employment uses; and
- f) the land use is compatible.

### 3.3 Economic Development

The Township is located in close proximity to the City of London and the City of St. Thomas, with direct access to Provincial Highway 401. This Plan encourages forms of development which will expand the economic development of the Township, improve the Township's fiscal position and positively contribute toward the development of a balanced community through local employment opportunities.

#### 3.3.1.1 Commercial and Industrial Economic Development

Council will actively encourage the development of new and expanded commercial and industrial operations within the Township. The Township, in cooperation with Elgin County and other jurisdictions, will pursue the development of industrial and mixed industrial/ commercial uses in the Talbotville industrial area where there is access to full municipal services. Council will encourage the establishment of commercial and industrial uses which support and enhance the agricultural sector of the Township's economy.

#### 3.3.1.2 Siting of Commercial and Industrial Economic Development

New and expanded commercial and industrial development are to be located in the Industrial and Commercial designations within Settlement Areas to optimize the benefits of location, servicing, and to minimize impact on agriculture. Council will ensure a supply of lands designated for commercial and industrial use to adequately meet the anticipated requirement over the planning period. Council will encourage the efficient use of commercial and industrial land. The use of large lots by small operations will be discouraged unless there is a need for future expansion. Refer to the policies of section 5.2.3 and 5.2.4 for additional details on Industrial and Commercial permissions.

#### 3.3.1.3 Employment Areas

The Township's Employment Areas are located in the Settlement Areas of Talbotville and Shedden and are designated as Industrial. The supply of Employment land in the Township will be reviewed periodically through the Municipality's Municipal Comprehensive Review to ensure that there is an appropriate amount of designated land to meet the Municipality's long term planning needs. A significant supply of vacant employment land is located in Talbotville, with a portion of it containing Ford's former St. Thomas Assembly Plant site on Sunset Drive. The expectation of the Township is that this site will be redeveloped for employment purposes and the Township supports the rehabilitation and redevelopment of this strategic site for employment purposes.

#### 3.3.1.4 Employment Area Protection

Conversion of Employment Areas may only be permitted through a Municipal Comprehensive Review where it is demonstrated that the land is not required for employment purposes over the long term and that there is a need for the conversion. Notwithstanding the above, the Township may permit the conversion of Employment Areas where it can be demonstrated that:

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- a) There is a need for the conversion and the lands are not required for the employment purposes over the long term;
- b) The proposed uses would not adversely affect the overall viability of the broader employment area;
- c) Existing or planned infrastructure and public service facilities are available to accommodate the proposed uses.

### 3.3.1.5 Collaborative Economic Development

Council will work in conjunction with neighbouring municipalities and the County in order to give focus and direction to its economic development efforts. Where appropriate, the Township will coordinate its economic development efforts with Elgin County and other municipalities within the County. Council will protect the City of Toronto waste disposal facility from incompatible land uses and will encourage the development of complementary land uses. In pursuing economic development, Council, at all times, ensure that the costs associated with development are within the Township's financial capabilities, and that there are no undue social or environmental costs.

### 3.3.1.6 Land Use Considerations

The Township will encourage the reuse of vacant industrial buildings and the redevelopment of vacant industrial sites. Council will work to ensure that the physical needs of business are addressed, ensuring that:

- a) A diversity of zoned and ideally serviced sites are available to support a range of industrial and service activities;
- b) Settlement areas are adequately served by telecommunication facilities; and
- c) Industrial areas are well designed and have a high level of available amenities, including access to major transportation routes that are attractive to new investors.

### 3.3.1.7 Infrastructure Considerations

The Township will promote the installation, maintenance and improvement of modern infrastructure systems including roads and railways, pipelines, and telecommunications networks to service existing and future employment.

### 3.3.1.8 Agricultural System

The Township's agricultural system is comprised of inter-connected elements that collectively create an important component of the Township's economy. The Agricultural system includes all prime agricultural areas and rural lands, as well as the supporting agri-food network and associated infrastructure which are essential to the success and vibrancy of the sector. Section 5 of this Plan provides additional guidance for the agricultural system, including opportunities for economic development, including guidance for agricultural uses, agricultural-related uses, on-farm diversification and agri-tourism.

## 3.4 Housing

The Township is part of a larger regional market area and should support meeting the needs, affordability and preferences of residents in a manner which is compatible with the scale of the existing

communities and commensurate with the services required to support it. The Township will encourage innovative housing designs particularly those which offer energy efficiency, reduced municipal expenditures or lower costs to purchasers. The Township may participate in the housing programs of other levels of government in order to achieve the residential goals of the Plan.

### 3.4.1 Affordable Housing

#### 3.4.1.1 Affordable Housing Defined

Affordable housing is defined as the least expensive of housing for which the purchase price results in annual accommodation cost which does not exceed 30 percent of the gross annual household income for low and moderate income households, or housing which is priced 10% below the average purchase price of a resale unit in the regional market area. When rental housing is considered part of, or the entirety of a new development, affordable housing will be defined as that which is rented below the average market rent in the regional market area.

#### 3.4.1.2 Affordable Housing Target

The Township shall encourage all new residential and mixed use development in settlement areas and hamlets, to include a target of 20% affordable housing units or dwelling. This target shall be calculated as affordable based on the definition in Section 3.4.1.1 and applied to the entirety of the development. The Township's 2041 housing demand is 1050 residential units, which requires the Township to provide approximately 210 new affordable housing units by 2041.

#### 3.4.1.3 Affordable Housing Target Achievement

To support affordable housing, the Township will work collaboratively with the private sector by encouraging residential intensification, a mix of tenure types and mix of housing typologies/built form. The Township may also consider additional tools, including but not limited to Community Improvement Plan incentives and alternative development standards.

### 3.4.2 Secondary Dwelling Units

The Township recognizes secondary dwelling units as an important component to support affordable housing options. Secondary dwelling units are permitted as-of-right within the land use designations of: Agricultural areas, Settlement Areas and Hamlets, refer to the policies of Section 5.1, Section 5.2 and Section 5.3. Site Plan control is required for all secondary dwelling units.

## 3.5 Land Use Compatibility

New development shall be compatible with adjacent land uses and have regard for the Ministry of Environment Land Use and Compatibility Guidelines (D-6 Guidelines).

### 3.5.1 Sensitive Uses

Residential areas and other sensitive uses, such as hospitals and nursing homes, will be protected from undesirable air quality, excessive noise and vibration, and excessive dust and odour through the policies of the Plan and the use of Site Plan Control. Developers may be required to perform noise, dust, odour and/or vibration assessments and determine control measures that are satisfactory to the Township and the Province.

### 3.5.2 Major Facilities

Major facilities and sensitive land uses shall be planned and developed to avoid, or if avoidance is not possible, minimize and mitigate any potential adverse effects from odour, noise and other contaminants, minimize risk to public health and safety, and to ensure the long-term operational and economic viability of major facilities in accordance with provincial guidelines, standards and procedures.

Where avoidance is not possible planning authorities shall protect the long-term viability of existing or planned industrial, manufacturing or other uses that are vulnerable to encroachment by ensuring that the planning and development of proposed adjacent sensitive land uses are only permitted if the following are demonstrated in accordance with provincial guidelines, standards and procedures:

- a) there is an identified need for the proposed use;
- b) alternative locations for the proposed use have been evaluated and there are no reasonable alternative locations;
- c) adverse effects to the proposed sensitive land use are minimized and mitigated; and
- d) potential impacts to industrial, manufacturing or other uses are minimized and mitigated.

### 3.5.3 New Development Compatibility

All site designs of new developments must provide a development plan that demonstrates the scale of the development and/or addition or expansion is compatible with the character of the area, incorporates appropriate buffering in accordance with the Zoning By-law and ensure no adverse impact on views and shadowing, when applicable.

## 3.6 Climate Change

The Township recognizes the importance of providing a strong policy framework for addressing the impacts of a changing climate. Impacts of a changing climate refers to the present and future consequences from changes in weather patterns at local and regional levels including extreme weather events and increased climate variability. The Township's approach includes objectives and actions to mitigate greenhouse gas emissions and provide for adaptation to a changing climate including through increasing resiliency. The Township's approach to climate includes the following, but is not limited to:

- a) Implementing a hierarchy of settlement areas, where future growth and development is compact and concentrated in a few locations so as to preserve the agricultural land base and reduce the potential for commuting (refer to Section 3.2 for additional details);
- b) Protecting important natural heritage features and functions (refer to Section 4.1);
- c) Restricting development within known hazards areas, including shoreline areas which may be subject to erosion, wave uprush and flooding, as well as riverine flood hazards and areas with unstable slopes (refer to Section 4.2);
- d) Supporting and promoting opportunities for complete streets and active transportation infrastructure (refer to section 6.1);
- e) Integrating when possible the planning of stormwater, sewage and water services for optimization, feasibility and financial viability of systems and to prepare for the impacts of a changing climate (refer section 6.2);

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- f) Promoting and supporting opportunities for energy conservation and the production of alternative and renewable energy systems (refer to section 6.5); and,
- g) Promoting green development and infrastructure standards (refer to section 6.8).

In an effort to reduce greenhouse gas emissions, the Township will:

- h) Promote settlement areas structure and active transportation network;
- i) Support any efforts by the County on specific initiatives to reduce greenhouse gas emissions;
- j) Collaborate and implement any objectives of a climate change action plan or related plan; and
- k) Contribute to carbon capture strategies and actions through tree planting and enhancing and protecting tree cover.

# 4 ENVIRONMENT AND RESOURCE POLICIES

## 4.1 Natural Heritage

### 4.1.1 General Policies

#### 4.1.1.1 Natural Heritage Features

Natural Heritage Features are to be protected for the long term and include: Significant Wetlands, Significant Coastal Wetlands, Significant Habitat of Endangered Species and Threatened Species, Significant Woodlands, Significant Valleylands, Significant Wildlife Habitat, Fish Habitat, and Significant Areas of Natural and Scientific Interest. Known Natural Heritage Features within the Township include Provincially Significant Wetlands, Areas of Natural and Scientific Interest and Significant Woodlands. For the purpose of this plan, all woodlands equal or greater than 4 hectares in size are considered significant. All Natural Heritage Features are intended to be in alignment with the County of Elgin Official Plan (2013). Should the County update the Natural Heritage Feature policy or mapping, this Plan will incorporate updates during the appropriate review.

#### 4.1.1.2 Ecological Diversity and Connectivity

The diversity and connectivity of Natural Features in the Township and the long-term ecological function and biodiversity of natural heritage systems, should be maintained, restored or, where possible, improved, recognizing linkages between and among natural heritage features and areas, surface water features and ground water features.

#### 4.1.1.3 Location of Natural Heritage Features

Natural Heritage Features are identified on Schedule 2 of this Plan.

#### 4.1.1.4 Significant Habitat of Endangered Species and Threatened Species

The Significant Habitat of Endangered Species and Threatened Species is not shown on Schedule 2. Species at risk and their habitat are protected under the *Endangered Species Act* (ESA) and are identified on the Species at Risk in Ontario List. Where required, Environmental Impact Studies in accordance with Policy 4.1.4 of this Plan or other applicable planning reports/studies will be used to identify the extent of the habitat of endangered species and threatened species.

#### 4.1.1.5 Updates to Natural Heritage Features Mapping

The boundaries of the Natural Heritage Features depicted on Schedule 2 are intended to provide guidance on the location of known Natural Heritage Features in the Township based on the most up to date information. The mapping on Schedule 2 is not intended to limit the existence of other Natural Heritage Features. As newer more up to date mapping becomes available the Township will update the mapping in Schedule 2 and the implementing Zoning by-law as required.

#### 4.1.1.6 Minor Adjustments to Natural Heritage Features Mapping

Minor adjustments to the boundaries of the Natural Heritage Features may be permitted without an Amendment to the Official Plan, where an Environmental Impact Study has been prepared and completed to the satisfaction of the Township and applicable Conservation Authority. Refer to Policy 4.1.4 for additional details on Environmental Impact Studies.

#### 4.1.1.7 Natural Heritage Features Net Gain

Where appropriate the Township may be open to net gain opportunities for natural heritage features to assist with achieving the County's goal of no net loss and striving for improvements to existing natural heritage coverage within the Township.

### 4.1.2 Development and Site Alteration

#### 4.1.2.1 Permitted Uses in Natural Heritage Features

Permitted uses on lands identified as Natural Heritage Features include open space uses, conservation uses, forestry uses, fish and wildlife management uses, passive outdoor recreational uses and existing agricultural uses. Marine facilities, such as docks and boat ramps may also be permitted.

#### 4.1.2.2 Development in Natural Heritage Features and Areas

Any development or site alteration proposed within Natural Heritage Features and Areas must be assessed under the *Endangered Species Act* (ESA). The landowner shall request a review under the ESA from the Ministry of Environment, Conservation and Parks (MECP), prior to beginning site alteration and/or conducting ESA surveys. The MECP will review available ESA data to determine if ESA species are known or likely to occur on the property. If ESA species are known to occur the landowner may be required to engage a qualified biologist to determine if the proposed development may contravene the ESA. Project screening through an Information Gathering Form would be needed to initiate a project screening request after which MECP would provide a response indicating that contravention under the ESA is not likely to occur or contravention under the ESA is likely to occur with recommended options for seeking approval. No development or site alteration shall be permitted until the landowner for the development or site alteration has provided the necessary documentation to the MECP.

#### 4.1.2.3 Development in Provincially Significant Wetlands and

Proposed development and site alteration shall not be permitted within lands identified as Provincially Significant Wetlands. Schedule 2 identifies the location of known Provincially Significant Wetlands.

#### 4.1.2.4 Development in Significant Habitat of Endangered Species and Threatened Species

Proposed development and site alteration shall not be permitted in Significant Habitat of Endangered Species and Threatened Species, except in accordance with provincial and federal requirements.

#### 4.1.2.5 Development in Significant Woodlands and Areas of Natural and Scientific Interest

Proposed development and site alteration within lands identified as Significant Woodlands and Areas of Natural and Scientific Interest will not be permitted unless it can be demonstrated that there will be no



negative impacts on the natural features or their ecological functions through the completion and approval of an Environmental Impact Study. Where development and site alteration within lands identified as Significant Woodlands and Significant Areas of Natural and Scientific Interest are being proposed, the Township will consult with the appropriate Conservation Authority, the County and the Province (where required) regarding the scope of the Environmental Impact Study.

#### 4.1.2.6 Development Adjacent to Natural Heritage Features

Adjacent lands are the lands contiguous to a natural heritage feature or area where it is likely that development or site alteration would have a negative impact on the feature or their ecological function. Where permitted in the policies of this plan, proposed development and site alteration adjacent to Natural Heritage Features identified on Schedule 2 are required to demonstrate that there will be no negative impacts on the natural feature or its ecological functions through the completion of an Environmental Impact Study. The landowner shall request *Endangered Species Act* (ESA) information from the Ministry of Environment, Conservation and Parks (MECP) - Aylmer District, prior to beginning site alteration and/or conducting species at risk surveys and follow the prescribed steps of section 4.1.2.2. Where development and site alteration adjacent to Natural Heritage Features and Areas is proposed, the Township will consult with the appropriate Conservation Authority, the County and the Province, as required. The Township will use the setbacks in Table 4.1 to determine the need for an Environmental Impact Study:

Table 4.1: Guidance for Assessing Impacts on Natural Heritage Features	
Natural Heritage Feature	Adjacent Lands (meters)
Provincially Significant Wetland	120 metres
Significant Woodlands	120 metres
Significant Wildlife	120 metres
Significant Habitat of Endangered Species and Threatened	120 metres
Provincially Significant Areas of Natural Scientific Interest – Earth Science	50 metres
Provincially Significant Areas of Natural and Scientific Interest – Life Science	120 metres
Significant Valleylands	120 metres
Fish Habitat	120 metres

### 4.1.3 Watercourses

#### 4.1.3.1 Watercourse Protection

Development in and adjacent to watercourses is regulated by two Conservation Authorities in the Township – Kettle Creek Conservation Authority and Lower Thames Valley Conservation Authority and depending on the presence of fish habitat, the federal Department of Fisheries and Oceans. The policies of this Official Plan are intended to complement the regulatory function under the *Conservation Authorities Act* and the *Fisheries Act*. The Township’s watercourses are depicted on Schedule 3. All

watercourses in the Township are considered to be of significance since they often have multi-dimensional functions, as they transport water sediment and energy and also provide storage for drainage and flooding. They are living systems, providing habitat for fish, amphibians, invertebrates, birds, plants and other species. They also provide opportunities for recreation, education and tourism.

#### 4.1.3.2 Development Adjacent to a Watercourse

Proposed development and site alteration adjacent to a watercourse shall ensure that there are no negative impacts on fish habitat and adverse effects for stormwater management (quality/quantity) are addressed. The following principles will apply to any proposed development adjacent to a watercourse in the Township:

- a) Natural stream bank vegetation should be maintained;
- b) Grassed slopes and other native vegetation, or other suitable erosion control methods, should be introduced and should be maintained on the banks of watercourses;
- c) Construction of tile outlets should not contribute to erosion along watercourses;
- d) Tree planting or other buffer measures should be installed where appropriate to protect watercourse banks and enhance the “biological corridor” role of watercourses;
- e) Interim measures to protect the watercourse from erosion and sedimentation during construction are incorporated; and
- f) An appropriate setback for all development from the top of bank, and outside of the flood plain / ravine system, of watercourses will be required in order to prevent erosion, reduce the loss of flood storage capacity improve water quality, enhance wildlife corridors and protect fish habitat, in addition to protecting the development from flooding and slope instability.

Approval from the appropriate Conservation Authority is required for any development on or adjacent to a watercourse.

#### 4.1.3.3 Protection of Fish Habitat

Development and site alterations shall not be permitted within fish habitat, except in accordance with federal requirements. If it is determined that the development has the potential to impact fish habitat, the proponent is required to consult with the appropriate Fisheries and Oceans Canada to determine whether permitting and/or approvals are required.

### 4.1.4 Environmental Impact Studies

#### 4.1.4.1 Environmental Impact Studies

Where the policies of this Plan require that an Environmental Impact Study be prepared, the Environmental Impact Study must be undertaken by qualified professionals and prepared in accordance with the policies contained in Appendix 1 of this Plan. Where the policies of this Plan require that an Environmental Impact Study be prepared, the Township will consult with the appropriate agency regarding the scope of the Environmental Impact Study. The Township reserves the right to have an Environmental Impact Study peer reviewed at the cost of the applicant.

#### 4.1.4.2 Exemptions from an Environmental Impact Studies

In instances where there is a low likelihood that the proposed development will have a negative impact on the Natural Heritage Feature or Area, the Township in consultation with any appropriate agencies may waive the requirement for the Environmental Impact Study.

#### 4.1.4.3 Engagement of Conservation Authorities

A Service Agreement with the appropriate Conservation Authority and Township needs to be developed and executed prior to the Conservation Authority engagement with the development of an Environmental Impact Study to address natural heritage policy requirements.

### 4.1.5 Preservation and Enhancement

#### 4.1.5.1 Identification of Natural Heritage Features

The Township encourages the identification, preservation, and enhancement of natural heritage features that are not identified on Schedule 2. The Township will work with public stakeholders to identify natural features and areas. Natural features may include rare trees, tree rows, vegetated areas, secondary corridors, linkage areas, and other wildlife habitat.

#### 4.1.5.2 Establishing Natural Corridors

The Township encourages the connectivity of Natural Heritage Features through a system of natural corridors. Connectivity between and among natural heritage features and areas, surface water features and ground water features will be maintained, restored or, where possible, enhanced.

#### 4.1.5.3 Preservation of the Lakeshore Area

The Lake Erie Shoreline area provides natural habitat and linkages for flora, fauna, fish and wildlife. Land use decisions shall have regard for the importance of the Lakeshore Area as natural habitat for flora, fauna, fish, and wildlife. The need to preserve significant natural heritage features and natural linkages and corridors for wildlife and the enhancement of natural heritage systems will be considered.

#### 4.1.5.4 Tree Protection

The County of Elgin Woodlands Conservation By-law regulates the removal of trees within the Township. Proposed development and site alteration shall prevent the removal of any trees to the extent possible. If a tree must be removed, trees of a similar species with sufficient maturity shall be planted within a reasonable timeframe following tree removal. The applicant must consult with the County prior to the removal of any trees.

#### 4.1.5.5 Tree Saving Plan

The Township may require development applications within or adjacent to wooded areas to include a Tree Saving Plan. The Tree Saving Plan shall:

- a) Contain an inventory of existing tree species and condition;
- b) Indicate the impact of development on existing trees and the wildlife habitat that they provide;
- c) Indicate measures necessary to reduce the negative effect of development;

- d) Indicate the trees to be removed and ensure the preservation of the remaining trees;
- e) Indicate a plan for the replacement of trees with suitable quality stock, preferably of indigenous species, and maintenance of replacement trees to a free-to-grow stage;
- f) Be included in the development agreement;
- g) Incorporate the requirements of an Environmental Impact Study if the wooded area is part of a Significant Woodland; and
- h) Have regard for the requirement of the County of Elgin Woodlands Conservation By-law.

## 4.2 Natural Hazard Lands

### 4.2.1 General Policies

#### 4.2.1.1 Consideration for a Changing Climate

One important element to managing the risks around a changing climate is to maintain up to date mapping of natural hazards to minimize risks to the public's health and safety, property damage and other impacts of a changing climate. The Township will work with the County and Conservation Authorities to ensure all guidelines and plans related to natural hazard lands are kept up to date.

#### 4.2.1.2 Components of Natural Hazard Lands

Natural Hazard Lands identified in the Township include hazardous lands that are subject to flooding hazards, erosion hazards and dynamic beach hazards. The Lake Erie Shoreline presents potential natural hazards that are unique to the lake and land interface. The Lake Erie Shoreline in the Township consists mostly of bluffs, which are susceptible to erosion and slumping resulting from wind and wave action from the lake. The Thames River, associated flood plain, natural watercourses and associated ravine systems (e.g. Talbot Creek and tributaries) also presents potential natural hazards that are unique to the river and land interface.

#### 4.2.1.3 Location of Natural Hazard Lands

Schedule 3 of this Plan is intended to provide guidance on the location of lands that have the potential to be hazardous lands. Technical studies prepared by qualified professionals may be required to define the extent of the actual hazard lands in consultation with the Township and appropriate Conservation Authority.

#### 4.2.1.4 Updates to Natural Hazard Lands Mapping

The boundaries of Natural Hazard Lands depicted on Schedule 3 are intended to provide guidance on the location of known hazardous lands. The mapping depicted on Schedules 3 is not intended to limit the existence of other Natural Hazard lands which have not been mapped. Where detailed mapping of hazardous lands and hazardous sites becomes available, the Township will work with the appropriate Conservation Authority and Ministry to incorporate updates to the mapping in this Official Plan and the implementing Zoning By-law.

#### 4.2.1.5 Direct Development Away from Hazardous Lands

Development shall be directed away from areas identified as hazardous lands as it could result in the loss of lives, damage to private and public property and undue financial burdens for the Township.

#### 4.2.1.6 Development on Hazardous Lands

Development and site alteration is not permitted in areas that would be inaccessible to people and vehicles during times of flooding hazards, erosion hazards and/or dynamic beach hazards, unless it has been demonstrated that the site has safe access and egress appropriate for the nature of the development and the natural hazard.

#### 4.2.1.7 Uses Not Permitted on Hazardous Lands

Development and site alteration is prohibited on hazard lands and hazardous sites for institutional uses associated with hospitals, nursing homes, pre-school, nurseries, daycare, schools, essential emergency service, electrical substations and uses associated with the disposal, manufacture, treatment or storage of hazardous substances.

#### 4.2.1.8 Development of Accessory Buildings, Structures and Uses

The Zoning By-law will determine the permitted types, sizes and locations of accessory buildings, structures and uses within the erosion hazard area in consultation with the applicable Conservation Authority.

### 4.2.2 Lake Erie Shoreline Hazard

#### 4.2.2.1 Shoreline Management Plan

The Lake Erie shoreline within the Township, is predominately within the Kettle Creek Conservation Authority's jurisdiction. The most up to date Shoreline Management Plan for the Kettle Creek watershed shall be used for guiding Township decision making along the Lake Erie shoreline. The Township is located along the Lake Erie shoreline as defined in the 2015 Elgin County Shoreline Management Plan. The Lake Erie shoreline presents potential hazards that are unique to the lake/land interface.

#### 4.2.2.2 Land Use Decision along the Lake Erie Shoreline

The Township will consult with the Kettle Creek Conservation Authority prior to making any land use decisions along the Lake Erie shoreline. Development and site alteration which has the potential to negatively impact an existing hazard or create a new hazard is prohibited.

#### 4.2.2.3 Site Plan and Other Agreements along Lake Erie Shoreline

Property owners along the Lake Erie Shoreline may be required to enter into a site plan and/or development agreement with the Township should reconstruction or relocation of existing buildings/structures already located within such hazardous lands be desired.

#### 4.2.2.4 Shoreline Development

The shoreline management plans prepared for the Lake Erie shoreline within the Township of Southwold have determined that the 100 year recession rates for the high bluff reaches are severe based on Provincial standards. The average annual recession rate for this reach of shoreline is 1.6m/yr. Proposed development within the Shoreline Erosion Hazard Limits shall require a permit from the Conservation Authority and may not be permitted depending on potential risks to property, human health and safety.

#### 4.2.2.5 Relocation of Existing Buildings

The relocation of a dwelling within hazardous lands is permitted provided the dwelling is relocated outside or as far from the hazard as possible and there is no increase in size or structural alteration other than a new foundation. The Technical Guide for Great Lakes – St. Lawrence River Shorelines, Appendix A7.2 – Existing Development Within the Hazardous Lands should be referenced for the minimum requirements and considerations.

#### 4.2.2.6 Setback Requirements

Reductions in required yard setbacks shall be permitted for the purpose of increasing the setback from a hazard. The degree of reduction shall take into consideration the character of the area, setbacks from utilities and hazards related to proximity to the street.

#### 4.2.2.7 Engineering and Geotechnical Studies on Unstable Lands

Where slope stabilization, development or redevelopment is proposed near the top-of-bank of a watercourse or slope, the proponent will consult with the Township and the appropriate Conservation Authority having jurisdiction regarding the need for geotechnical or engineering studies.

#### 4.2.2.8 Engineering and Geotechnical Studies outside Unstable Lands

Where slope stabilization, development or redevelopment is proposed outside regulated areas, the Township may consult with the appropriate Conservation Authority at its own discretion regarding the need for geotechnical or engineering studies.

### 4.2.3 Flooding Hazard

#### 4.2.3.1 One Zone Concept

The Flood Hazard Limit for watercourses is subject to the One Zone Concept as defined by the Regulatory Flood Standard which will be determined in consultation with the appropriate Conservation Authorities.

#### 4.2.3.2 Regulatory Flood Standards

The Township is within the jurisdiction of the Kettle Creek and the Lower Thames Valley Conservation Authorities. The Regulatory Flood Standard for the area under the Kettle Creek Conservation Authority jurisdiction is based on the Hurricane Hazel storm-centred event which occurred in 1954. The Regulatory Flood Standard for the area under the jurisdiction of the Lower Thames Valley Conservation Authority is based on the 1937 Thames River flood event.

#### 4.2.3.3 Development within Floodplain

Development within the floodplain is not permitted without written approval from the appropriate Conservation Authority having jurisdiction and in accordance with Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulations which are administered by the relevant Conservation Authority.

#### 4.2.3.4 Existing Development within Floodplain

Any works or construction taking place within the floodplain must be in conformity with the policies of this Plan, the policies of the appropriate Conservation Authority, and will require a permit from the appropriate Conservation Authority.

#### 4.2.3.5 Supporting Studies for Existing Development within Floodplain

The preparation of engineering reports to determine the extent of the Flood Hazard Limit may be required in areas where no engineered floodplain lines exist. The cost of any required reports will be borne by the development proponent.

### 4.2.4 Dynamic Beach Hazard

#### 4.2.4.1 Development within the Dynamic Beach Hazard

Development and site alteration is not permitted within the dynamic beach hazard and wave uprush hazard zone in consultation with the appropriate Conservation Authority.

### 4.2.5 Unstable Lands

#### 4.2.5.1 Development on Unstable Lands

No new building or structure shall be permitted within the 100 year erosion allowance and the 3:1 stable slope allowance in consultation with the appropriate Conservation Authority.

#### 4.2.5.2 Development Adjacent to Unstable Lands

Proposed development adjacent to steep slopes, which includes the Lake Erie shoreline, or watercourse valleys will be subject to setbacks from the stable top-of-bank. The stable top-of-bank will be determined through a technical analysis by a qualified professional to the satisfaction of the Township and the appropriate Conservation Authority. The required development setback will reflect the degree, severity and extent of the hazard. The erosion hazard (slope setback) will be determined using an allowance for slope stability, an erosion allowance based upon the 100-year erosion rate, and an erosion access allowance. A minimum standard setback may be included in the implementing Zoning By-law.

## 4.3 Water Resources

### 4.3.1 General Policies

#### 4.3.1.1 Location of Water Resources

The Township is within 2 source water protection regions. The Thames, Sydenham and Region Source Protection covers the geographic area of Lower Thames Valley Conservation Authority and the Lake Erie Source Protection Region covers the geographic area of the Kettle Creek Conservation Authority.

The Thames, Sydenham and Region Source Protection Committee have mapped Significant Groundwater Recharge Areas Vulnerability and Aquifer Vulnerability through the Source Protection Plan approved on September 17, 2015 and are depicted on Map 1 and Map 2 of this Plan.

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The Lake Erie Source Protection Region have mapped Significant Groundwater Recharge Areas Vulnerability and Aquifer Vulnerability through the Source Protection Plan May 15, 2014 and are depicted on Map 3 and Map 4 of this Plan.

Highly Vulnerable Aquifers and Significant Groundwater Recharge Areas have been identified in Source Water Protection Area Assessment Reports as being vulnerable to contaminants.

### 4.3.1.2 Updates to Water Resources Mapping

The Water Resources depicted on Maps 1 to 4 are intended to provide guidance on the location of Significant Groundwater Recharge Areas based on Provincial mapping. The mapping depicted on Maps 1 to 4 is not intended to limit the existence of other aquifers and groundwater recharge areas or possibly an Intake Protection Zone. The Official Plan and Implementing Zoning By-law will be amended as required.

Changes to the extent of aquifers and groundwater recharge areas or an Intake Protection Zone will be reflected on Source Water Protection Schedules to be incorporated as part of the Official Plan. For the benefit of the reader, these vulnerable areas have been generally identified on Maps 1 to 4 of this Plan. This mapping is intended to reflect the mapping in the approved Source Protection Plan and Assessment Report which may be revised or updated from time to time without the need for an amendment to this Plan. In the case of a discrepancy, the mapping in the most recently approved Source Protection Plan and Assessment Report shall take precedence.

### 4.3.1.3 Protection of Water Resources

Proposed development and site alterations should consider the cumulative impacts of a proposed development within and across watersheds.

### 4.3.1.4 Protection of Groundwater and Surface Water Features

Groundwater features and surface water features and their related hydrologic functions must be protected, improved or restored to promote public health and to address the current and future needs of residents, businesses and the natural environment.

### 4.3.1.5 Watershed and Subwatershed Management Plans

To the extent feasible, the Township will support Conservation Authorities in the preparation and implementation of watershed and subwatershed management plans, including those that extend beyond the municipal boundaries.

### 4.3.1.6 Watershed Forest Cover

The Township encourages achievement of a 30% forest cover in a watershed to support bio-diversity, and the overall health of the watershed. .



## 4.3.2 Groundwater and Surface Water Protection

### 4.3.2.1 Development On or Adjacent to Significant Groundwater and Surface Water Features

Development and site alterations within or adjacent to significant groundwater features and significant surface water features are discouraged. Proposed development and site alteration must demonstrate that the quality and quantity of significant groundwater features and significant surface water features will not be negatively impacted prior to the approval of a development application. Mitigative measures or alternative development approaches may be required to demonstrate how the quality and quantity of significant groundwater features and significant surface water features is protected.

### 4.3.2.2 Development in High Aquifer Vulnerability Areas

The Township discourages the development of new industrial uses and accessory industrial uses on lands designated High Aquifer Vulnerability Areas, as depicted on Maps 2 and 4 of this Plan. Industrial uses permitted will generally be non-noxious industrial uses within enclosed buildings.

### 4.3.2.3 Groundwater Impact Assessments

Depending on the level of susceptibility and potential groundwater contaminants, the Township may require that a groundwater impact assessment be completed as part of the development approval process.

### 4.3.2.4 Private Water Sources

Most lands within the Township have access to municipal drinking water sources. Planning applications that propose to make use of a private water source will be required to submit a detailed hydrogeological study to determine the suitability of the lands for groundwater extraction. The hydrogeological study will be prepared to the satisfaction of the Township and the appropriate Conservation Authority. Where new development is proposed on a site with an existing well, the applicant may only be required to submit a well study and drinking water test.

### 4.3.2.5 Permit to Take Water

A Permit To Take Water (PTTW), in accordance with the *Ontario Water Resources Act* is required from the Ministry of Environment where more than 50,000 litres a day of groundwater and surface water will be drawn.

### 4.3.2.6 Stormwater Management

The Township shall promote stormwater management practices that minimize stormwater volumes and contaminant loads and maintain or increase the extent of vegetative and pervious surfaces.

### 4.3.2.7 Stormwater Management Facilities

The Township will require the use of stormwater management facilities downstream of new developments, where appropriate, to mitigate development impacts on stormwater quantity and quality and include provisions to protect groundwater recharge/discharge areas. The Township will promote naturalized and unfenced stormwater management facilities, constructed with gentle slopes.

The Township discourages the placement of proposed stormwater management facilities from occurring within or upon natural heritage and/or natural hazard area.

Applications for development will be required to be supported by a stormwater quality/quantity management study. The planning and design of stormwater facilities should be undertaken in accordance with the Ministry of the Environment's Stormwater Management Planning and Design Manual. Environmental Assessment and Certificate of Approval may be required from the Ministry of Environment in connection with stormwater management facilities and permits to take water.

### 4.3.3 Source Water Protection

#### 4.3.3.1 Source Water Protection

In accordance with the Clean Water Act, 2006 and Provincial Policy Statement, the Township will take measures to protect, improve and/or restore the quantity and quality of groundwater sources to secure long-term hydrologic stability, healthy aquatic habitat and safe drinking water supply.

#### 4.3.3.2 Wellhead Protection Areas

There are no Wellhead Protection Areas in the Township according to both the Lower Thames and the Kettle Creek Source Water Protection Assessment Reports.

#### 4.3.3.3 Drinking Water Supply

The Township's drinking water is supplied from the Elgin Area Primary Water Supply Treatment Plant located in Municipality of Central Elgin. The intake for the Water Treatment Plant is in Lake Erie. At this time, there are no Intake Protection Zones in the Township according to the Kettle Creek Source Protection Area Assessment Report and the Lower Thames Valley Source Protection Area Assessment Report

#### 4.3.3.4 Development Proposals

Development proposals or changes in use in these areas will require determination of their potential negative impact on the groundwater and appropriate mitigating measures imposed as a condition of approval.

#### 4.3.3.5 Livestock Operations

In the interest of protecting the quality of ground and surface waters, new or expanding livestock operations will satisfy the policies of this Plan.

#### 4.3.3.6 Intake Protection Zone

A future Intake Protection Zone may be identified in the Township, depending on the outcome of the Source Water Protection Plan process. The Township will consult with the appropriate Conservation Authority as information on an Intake Protection Zone becomes available. The Official Plan and Implementing Zoning By-law will be amended as required.

## 4.4 Mineral Aggregate Resources

### 4.4.1 General Policies

#### 4.4.1.1 Identification of Mineral Aggregate Resources

At the time of this Plan, there are no known mineral aggregate resource areas in the Township. The intent of the policies in this section is to provide guidance in the event the Township receives an application related to mineral aggregate resource extraction.

#### 4.4.1.2 Provincial Requirements

All resource extractive uses must satisfy the requirements of the Province as to water supply, disposal of liquid wastes, pumping operations, the control of air and noise pollution and vibrations where blasting is involved.

### 4.4.2 New Mineral Aggregate Operations and Associated Uses

#### 4.4.2.1 New Mineral Aggregate Operations on Lands Not Designated

Applications for the establishment of new mineral aggregate operations on lands not designated will require an amendment to both the Official Plan and Zoning By-law. Applications to amend the Official Plan and Zoning By-law must be supported with the following information:

- a) The location, shape, topography, contours, dimensions, area and characteristics of the lands to be used for the new resource extraction operation;
- b) The use of all land, and the location and use of all buildings and structures on the subject lands and within 500 metres (1,640 feet) of any of the boundaries of the lands to be used for the resource extraction operation;
- c) The specific location, type, quantity and quality of the mineral resources within the lands to be used for resource extraction purposes;
- d) Plans showing progressive grade changes, excavation setbacks, proposed buildings, changes to the drainage systems, access points, mineral storage areas, screening and berming and progressive rehabilitation of the site during the active life of the resource extraction operations; and
- e) The final rehabilitation and reuse of the site.

The above-noted information may be supplied by the proponent in an application for a license under the Aggregate Resource Act, a separate submission to the Township or a combination of both.

#### 4.4.2.2 Extraction Below the Water Table

Where extraction is proposed below the water table, the following criteria will be satisfied.

- a) A Permit To Take Water, in accordance with the *Ontario Water Resources Act* will be required from the Ministry of Environment where more than 50,000 litres a day of groundwater/surface water will be drawn. A hydrogeological study will be conducted for aggregate operations that intend to use groundwater resources to wash their aggregate and will use greater than 50,000 litres per day during this washing process;

- b) A Certificate of Approval from the Ministry of Environment may be required to treat and dispose of excess water;
- c) A substantial quantity of mineral aggregate is located below the water table warranting extraction below the water table;
- d) Other alternatives have been considered by the applicant and have been found unsuitable. Other alternatives include resources on land committed to future urban uses, and resources in the Agricultural Area where rehabilitation to agricultural uses is possible; and
- e) In those areas remaining above the water table following extraction, agricultural rehabilitation will be maximized.

#### 4.4.2.3 Mineral Aggregate Operations on Lands in Agricultural Area Designation

Mineral aggregate extraction is permitted as an interim use on lands designated as Agricultural Area provided that the site will be rehabilitated back to an agricultural condition, where extraction is not below the water table.

#### 4.4.2.4 Mineral Extraction in Prime Agricultural Areas

In prime agricultural areas extraction of mineral aggregate resources will be supported by an agricultural impact assessment. Where possible, the assessment will provide guidance on how to maintain or improve connectivity of the agricultural system.

#### 4.4.2.5 Wayside Pits and Quarries, Portable Asphalt and Concrete Plants

The use of wayside pits and quarries, portable asphalt plants, and portable concrete plants on Municipal, County or Provincial road authority contracts will be permitted in all land use designations except Hazard Lands and Natural Heritage Features and Areas as identified on Schedule 2 and Schedule 3 of this Plan and areas where conflicts with existing developments would occur.

#### 4.4.2.6 Mineral Aggregate Operation Applications

Applications for a Mineral Aggregate Operation shall include a range of supporting studies which shall demonstrate impacts and recommend appropriate mitigation measures. Studies shall be prepared in coordination with the County and other applicable agencies. Study shall include the following (but are not limited to):

- a) Traffic Impact Study;
- b) Environmental Impact Study;
- c) Archaeological and Cultural Heritage Study;
- d) Stormwater Management and Hydrologic Study;
- e) Agricultural Impact Assessment;
- f) Visual Impact Assessment; and,
- g) Land Use Compatibility Assessment.

### 4.4.3 Rehabilitation

#### 4.4.3.1 Progressive and Final Rehabilitation

Progressive and final rehabilitation for mineral aggregate operations is required. Progressive and final rehabilitation shall accommodate subsequent land uses, promote land use compatibility, recognize the

interim nature of extraction, and mitigate negative impacts to the extent possible. Final rehabilitation of the operation must be compatible with the surrounding land use and approved land use designations.

#### 4.4.3.2 Rehabilitation Plan

The Township requires applications for new mineral aggregate operations to submit a rehabilitation plan to satisfy the requirements of the Province, the County, and the Township.

#### 4.4.3.3 Rehabilitation of Agricultural Lands

Where extraction takes place on agricultural lands, the lands shall be rehabilitated to an *agricultural condition*. Complete rehabilitation to an *agricultural condition* is not required if:

- a) There is a substantial quantity of mineral resource below the water table warranting extraction;
- b) The depth of planned extraction makes restoration of pre-extraction agricultural capability unfeasible;
- c) Other alternatives have been considered by the applicant and found unsuitable. The consideration of other alternatives shall include resources in areas of Canada Land Inventory Class 4 through 7 lands, resources on lands identified as designated growth areas, and resources on prime agricultural lands where rehabilitation is feasible. Where no other alternatives are found, prime agricultural lands shall be protected in this order of priority: specialty crop areas, Canada Land Inventory Class 1, 2 and 3 lands; and
- d) Agricultural rehabilitation in remaining areas is maximized.

#### 4.4.3.4 Consideration of other Uses

Where agricultural rehabilitation is not required, other appropriate after uses, such as recreational uses may be considered in accordance with the policies of this Plan. Sites may also be rehabilitated to wildlife habitat using native species for vegetation. If a proposed use is not permitted in the Agricultural designation, an Official Plan Amendment will be required.

### 4.4.4 Recycling of Mineral Aggregates

#### 4.4.4.1 Aggregate Recycling Facilities

The Township permits the use of aggregate recycling facilities within licensed mineral aggregate operations provided the appropriate mitigation measures are implemented to minimize any potential adverse effects on surrounding land uses and the natural environment. Mitigation measures should address for off-site impacts related to views/vistas, dust, noise and other potential impacts associated with the operation.

#### 4.4.4.2 Use of Recycled Aggregates

The Township supports the recovery and recycling of manufactured materials derived from mineral aggregate resources for reuse in public work projects as a substitute for new mineral aggregate resources.

## 4.5 Petroleum Resources

### 4.5.1 General Policies

#### 4.5.1.1 Location of Petroleum Resources

There is one known Petroleum Resource pool in the Township of Southwold. The location of the Township's petroleum resources is shown on Schedule 6 of this Plan.

#### 4.5.1.2 Updates to Petroleum Resources Mapping

The mapping depicted on Schedule 6 is not intended to limit the existence of Petroleum Resources. The Township will consult with the Province as new mapping of Petroleum Resources becomes available. The Official Plan and implementing Zoning By-law will be amended as required.

#### 4.5.1.3 Management of Petroleum Resources

Petroleum resources shall be recognized and managed as non-renewable resources.

#### 4.5.1.4 Extraction of Petroleum Resources

The extraction of petroleum resources shall be permitted in accordance with the *Oil, Gas and Salt Resources Act* and associated regulations.

### 4.5.2 Existing Wells

#### 4.5.2.1 Proposed Development in Proximity to Existing Wells

Proposed developments shall be set back a minimum of 75 metres from existing wells and any associated works.

#### 4.5.2.2 Proposed Development in Proximity to Improperly Decommissioned Wells

Improperly decommissioned (plugged) wells or associated works discovered during the planning or implementing of a new developmental proposal shall be properly decommissioned in accordance with the *Oil, Gas and Salt Resources Act*, regulations and Provincial Operating Standards prior to any activity associated with a development continuing.

### 4.5.3 Decommissioned Wells

#### 4.5.3.1 Proposed Development On or Adjacent to Decommissioned Wells

Proposed development on or adjacent to lands with a decommissioned well and any associated works is only permitted if site rehabilitation has been completed and known hazards are appropriately mitigated.

### 4.5.4 Rehabilitation

#### 4.5.4.1 Rehabilitation of Wells

Rehabilitation and clean-up of wells is required after operations have ceased in accordance with the provision of the *Mining Act* and the *Oil, Gas and Salt Resources Act*, regulations, and Provincial Operating Standards. Progressive rehabilitation should be undertaken wherever feasible.

## 4.6 Cultural Heritage and Archaeological Resources

### 4.6.1 General Policies

#### 4.6.1.1 Maintain and Enhance our Cultural Heritage Resources and Landscapes

The Township supports the maintenance, preservation, and enhancement of the area's cultural heritage resources for the benefit of the community as a whole. Cultural heritage resources include buildings, structures, landscapes, monuments or artifacts of cultural heritage value or interest.

#### 4.6.1.2 Identifying Areas of Archaeological Potential

The Township may identify areas of archaeological potential through the use of Provincial screening criteria, or criteria based on known archaeological sites within the Township developed by a licensed archaeologist. The Township recognizes that there are precontact and historic archaeological sites, and areas containing archaeological potential within the Township.

#### 4.6.1.3 Establishing a Municipal Heritage Committee

Council may establish a Municipal Heritage Committee according to the *Ontario Heritage Act* to advise and assist Council on matters related to the Act and other matters of heritage conservation. The Heritage Committee shall identify and maintain a registry of possible heritage properties which would include properties of cultural heritage value or interest.

#### 4.6.1.4 Archaeological Management Plans and Cultural Management Plans

The Township supports the development of archaeological management plans and cultural plans in conserving cultural heritage and archaeological resources.

#### 4.6.1.5 Provincial Requirements

The Township may utilize Parts IV and V of the *Ontario Heritage Act* to conserve cultural heritage resources through the designation of individual properties or areas, and the designation of a group or groups of properties as Heritage Conservation Districts.

### 4.6.2 Development Within or Adjacent to Cultural and Archaeological Resources or Areas

#### 4.6.2.1 Development on Lands with Archaeological Resources or Areas of Archaeological Potential

Development and site alteration is not permitted on lands containing archaeological resources or areas of archaeological potential unless significant archaeological resources have been conserved. Proposed developments and site alterations on lands containing archaeological resources or areas of archaeological potential must submit an archaeological assessment. The Township may require the assessment prior to final planning approval, or as a condition of final planning approval. Archaeological assessment reports conducted by licensed archaeologists shall be in compliance with standards and guidelines set out by the Ministry of Heritage, Sport, Tourism and Culture Industries as well as licensing requirements developed under the *Ontario Heritage Act*.

#### 4.6.2.2 Development On or Adjacent to a Protected Heritage Property

Proposed developments and site alterations on or adjacent to protected heritage properties are required to provide a heritage impact assessment as part of the development approval process, demonstrating that the heritage attributes of the protected heritage property will be conserved.

#### 4.6.2.3 Marked or Unmarked Cemeteries

When an identified marked or unmarked cemetery is affected by land use development, the Ministry of Heritage, Sport, Tourism and Culture Industries and the Cemeteries Registrar Unit of the Ministry of Consumer Services shall be notified according to the provisions of the *Ontario Heritage Act* and the *Cemeteries Act* and those provisions shall apply.

### 4.6.3 Participation and Consultation

#### 4.6.3.1 Public Participation

The Township will encourage and foster public awareness, participation and involvement in the preservation, restoration and utilization of heritage resources.

#### 4.6.3.2 Indigenous Consultation

The Township shall engage with Indigenous communities and consider their interests when identifying, protecting and managing cultural heritage and archaeological resources..

### 4.6.4 Marine Archaeological Resources

Within the Township boundaries, there may be marine archaeological resources, including the remains of boats, artifacts, docks and other items of cultural heritage value. Prior to approving a development proposal where there is a potential for marine archaeological resources, the Township shall require a marine archaeological survey to be conducted by a licensed marine archaeologist to the satisfaction of the Township and the Ministry of Heritage, Sport, Tourism and Culture Industries. Marine archaeological remains may currently be under water or were, at one time, under water but may no longer be submerged.



# 5 LAND USE POLICIES

## 5.1 Agricultural Area

### 5.1.1 Planned Function

The Agricultural Area in Southwold is part of a broader inter-connected system of elements which spans across the County of Elgin and southwestern Ontario more generally. This broader agricultural system is the foundation for Ontario's vibrant and thriving agricultural sector. Accordingly, lands designated as Agriculture are intended to support a broad range of economic development activities related to farming and include the following elements:

- a) Agricultural Uses;
- b) Agricultural Related Uses; and,
- c) On-Farm Diversified uses.

### 5.1.2 Agricultural Uses

#### 5.1.2.1 Permitted Uses

Agricultural uses have the highest priority in designated Agricultural Areas. Non-agricultural uses are discouraged and should be located in Settlement Areas, Hamlets or other appropriate designations to help preserve agricultural land and to prevent conflict between farm and non-farm uses. Permitted uses within Agricultural Areas include the following:

- a) Growing of crops, nurseries, biomass and horticultural crops, raising of livestock, raising of other animals for food, fur or fibre, including poultry and fish, aquaculture, apiaries, agro-forestry, maple syrup production and associated on-farm buildings and structure;
- b) Agricultural-related uses in accordance with policy 5.1.2.2;
- c) On-farm diversified uses in accordance with policy 5.1.2.3;
- d) Existing institutional uses and cemeteries;
- e) Petroleum resource exploration and extraction;
- f) Aggregate resource extraction;
- g) Forestry, conservation and open space uses;
- h) Limited residential uses in accordance with policy 5.1.2.4;
- i) Cannabis cultivation in accordance with policy 5.1.4.3;
- j) Alternative energy facilities in accordance with Provincial requirements;
- k) Secondary dwelling units.

### 5.1.2.2 Agricultural Related Uses

#### 5.1.2.2.1 Permitted Agricultural Related-Uses

Agricultural Related Uses include farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support the agricultural system, benefit from being in close proximity to farm operations and provide direct products and/or services to farm operations as a primary activity.

#### 5.1.2.2.2 Criteria for Agricultural Related Uses

Examples of such uses include, but are not limited to, grain dryers, feed mills, cold and dry storage facilities, grain and seed storage facilities, distribution facilities, abattoirs, food and beverage processing operations (e.g. wineries, cheese factories), farmer's market selling mostly local produce and farm auction operations. Agricultural-related industrial uses may include uses such as industrial operations that process farm commodities. The following requirements shall apply to all agricultural related uses:

- a) The use is directly related to the farm operation and requires a location in close proximity to the farm operation;
- b) The need and demand for the use at the location proposed can be demonstrated to the satisfaction of the Township;
- c) The use is located on the least productive agricultural land, where possible;
- d) The use is located on a road capable of accommodating the traffic generated;
- e) The requirements and standards for Township, County and Province regarding water supply, sewage disposal, drainage, air quality, noise and vibration are satisfied;
- f) The use is located in conformity with the Minimum Distance Separation formulae and does not adversely impact surrounding agricultural activities;
- g) The size and scale of the facility is appropriate for the rural character of the surrounding area and does not adversely impact adjacent agricultural uses;
- h) The use does not negatively impact natural heritage features and areas and functions;
- i) A site-specific Zoning By-law Amendment is obtained; and
- j) Lot frontage, depth and size of any lot proposed to be used or created is adequate for the proposed use and will be in accordance with the Zoning By-law.

### 5.1.3 On-Farm Diversified Uses

#### 5.1.3.1 Permitted On-Farm Diversified Uses

On-Farm Diversified Uses are secondary to the principal agricultural use of the property and are limited in size. On-farm diversified uses include, but are not limited to, home occupations, agri-tourism uses, indoor cannabis cultivation and uses that produce value-added agricultural products. Ground-mounted solar facilities, less than 10 kilowatts are permitted in the Agricultural Areas as on-farm diversified uses.

#### 5.1.3.2 Criteria for On-Farm Diversified Uses

On-farm diversification is encouraged as a means of supporting the overall vibrancy and viability of the Agricultural Area. The following applies to all On-Farm Diversified Uses:

- a) The uses must be clearly secondary to the principle agricultural use of the lot;
- b) The uses may include home occupations, bed and breakfast, and uses that produce value-added agricultural products from the farm operation on the property;

- c) The area will be limited based on total footprint of the uses, on a lot coverage ratio basis;
- d) Any buildings or structures associated with such uses should be of a design and style that will allow for ease of conversion to an agricultural use if the secondary use should cease;
- e) Appropriate development standards must be contained in the Zoning By-law regarding the maximum floor area for such uses, signage, access, parking and outside storage;
- f) Site plan approval and site plan agreements may be required;
- g) The severance of secondary uses from the farm lot will not be permitted;
- h) Home occupations will be operated or undertaken by residents of the site. The number of non-residents assisting in the operation of the home occupation will be limited per the Zoning By-law.
- i) Home occupations will not create a nuisance or conditions inconsistent or incompatible with nearby agricultural uses or the agricultural character of the area.

### 5.1.3.3 Residential Permissions within the Agricultural Area

Residential dwellings within the Agricultural Area are limited to:

- a) New single-detached dwellings accessory to an agriculture use;
- b) Existing single-detached non-farm dwellings;
- c) New single-detached non-farm dwellings, constructed on vacant lots existing on the date of adoption of this Plan, and held in distinct and separate ownership from abutting lands, subject to the requirements of the Zoning By-law; and
- d) Temporary residences for seasonal farm labour may be permitted or one permanent second farm residence may be permitted for full-time farm labour where the size and nature of the operation requires additional farm related employment.

## 5.1.4 Additional Policies

### 5.1.4.1 Re-Use of Existing Non-Agricultural Buildings

Existing non-agricultural buildings within an Agricultural Area may be reused in accordance with the policies for Agricultural Related Uses or On-Farm Diversified Use for a new use that is similar to the previous use or more in keeping with the surrounding Agricultural area. A Zoning By-law amendment may be required.

### 5.1.4.2 Cannabis Growth Special Policy

All Cannabis cultivation and processing shall be in accordance with the *Cannabis Act* and supporting Health Canada Regulations 2018 or its predecessor. The outdoor cultivation of cannabis is considered an agricultural use. The outdoor cultivation of cannabis is permitted subject to security requirements under the Cannabis Act, including physical barriers around the site and visual monitoring at all entry points. A setback from sensitive land uses in proximity to the site is subject to the Township's discretion and updates to the Zoning By-law.

### 5.1.4.3 Extraction of Petroleum Resources

Extraction of petroleum resources is permitted in Agricultural areas provided that the site is rehabilitated to agricultural use and in accordance with the policies of this Plan.

#### 5.1.4.4 Wooded Areas not Subject to Significant Woodlands Policies

Development in wooded areas of the Agricultural Area shall be carried out in a manner that encourages preservation and protection of treed areas in keeping with the policies as outlined in the Natural Heritage Section 4.1 . This Plan recognizes the importance of trees to agriculture due to their wind protection and moisture holding capabilities, and encourages reforestation and conservation of woodlots. Removal of treed areas is subject to the County of Elgin’s Woodland Conservation By-law.

#### 5.1.4.5 Minimum Lot Size for Agricultural Uses

The minimum lot size for new agricultural parcels shall be 40 hectares to discourage the unwarranted fragmentation of farmland. This Plan supports the provision of agricultural land parcels of sufficient size for long-term agricultural use recognizing the need to maintain maximum flexibility for farm operators to engage in differing types and sizes of agricultural operation. Existing parcels of insufficient size for agricultural use will be encouraged to consolidate with adjoining farmlands where possible.

#### 5.1.4.6 Minimum Farm Lot Size for Agriculture-Related Uses

Severances for agricultural related uses may be considered where the lot is being severed from an agricultural lot that is 40 hectares in size. Despite this lot area requirement, the lot may be severed from an agricultural lot that is less than 40 hectares provided that the agricultural land is added to an abutting agricultural lot.

#### 5.1.4.7 Non-Farm Lot Size

All new non-farm lots will be limited in size so that a minimum of land is taken out of agricultural uses, and will be located on the least productive land where possible. The lot size and shape will be consistent with expected current and future needs with respect to water supply and sewage disposal.

### 5.1.5 Agricultural Area Interface

#### 5.1.5.1 Agricultural Practices

The Township encourages landowners to employ farm management practices in Agricultural Areas that are sensitive to the natural environment, and in conjunction with the appropriate Conservation Authority regulations, including the following:

- a) cultivation methods aimed at minimizing erosion,
- b) re-establishment of natural features;
- c) planting of stabilizing vegetation on creek flats and slopes to minimize erosion and run-off;
- d) proper construction of drainage tile outlets to minimize erosion along water-courses;
- e) restricting livestock access to watercourses;
- f) appropriate application of fertilizers and herbicides to minimize chemical run-off;
- g) proper storage, handling and disposal of hazardous and non-hazardous pollutants;
- h) maintaining a buffer strip along watercourses, ditches and open drains; and
- i) the preparation of Nutrient Management Plans.

#### 5.1.5.2 Minimum Distance Separation

New land uses, including the creation of lots, and new or expanding livestock facilities shall comply with the Minimum Distance Separation formulae.

### 5.1.5.3 Application of MDS I

The Township shall require compliance with the MDS I requirements for all types of development proposed by building permit on all existing lots of record outside of Hamlets and Settlement Areas. The Township requires compliance with the MDS I requirements for surplus farm dwelling severances. The Township does not require compliance with the MDS I requirements for the construction of a new dwelling that is replacing a dwelling that is demolished in whole, or in part, by a catastrophe, provided that the new dwelling is located no closer to a livestock facility than prior to the catastrophe. The Township shall not apply MDS I in Hamlets and Settlement Areas designations.

### 5.1.5.4 Application of MDS II

The Township shall not apply MDS II in Hamlets and Settlement Areas. The Township shall apply the MDS II requirements for the construction of a livestock facility that is replacing a livestock facility that is destroyed by a catastrophe. The Township shall treat closed cemeteries in compliance with the Minimum Distance Separation Implementation Guidelines in accordance with the levels of visitation to the cemeteries.

## 5.2 Settlement Area Land Uses

### 5.2.1 Complete Communities

Settlement Areas are intended to be planned as complete communities with a mix of residential, commercial, employment, institutional and recreational uses. The detailed land use for each Settlement Area is depicted on Schedules 4A, 4B, 4C and 4D.

### 5.2.2 Residential

#### 5.2.2.1 Planned Function

Residential areas are intended to allow for a variety of housing options, including a variety of dwelling types, tenure types and arrangements.

#### 5.2.2.2 Permitted Uses

The following uses are permitted in Residential Areas:

- a) Single-detached dwellings;
- b) Semi-detached dwellings;
- c) Townhomes;
- d) Low rise apartments and other multiple dwelling forms;
- e) Accessory uses;
- f) Home occupations in accordance with policy 5.2.2.3.3;
- g) Special Residential uses, in accordance with policy 5.2.2.3.4;
- h) Bed and Breakfast Establishments, in accordance with policy 5.2.2.3.5;
- i) Lodging Houses, in accordance with policy 5.2.2.3.6;
- j) Parks and recreational uses in accordance with policy 5.2.2.1;
- k) Institutional uses;
- l) Secondary dwelling units.

### 5.2.2.3 Additional Policies

#### 5.2.2.3.1 Residential Density

Table 5.1 provides the maximum permitted density and building heights for lands designated residential within Settlement Areas:

**Table 5.1: Residential Density**

Density:	Dwelling Types:	Maximum Density	Maximum Building Height
Low	Single-detached, semi-detached, duplexes, triplexes	20 units per hectare	Up to 3 storeys
Medium	Townhomes and low rise apartments	50 units per hectare	Up to 3 storeys for Townhomes and 6 storeys for low-rise apartment

#### 5.2.2.3.2 Medium Density Residential Development

Applications for Medium Density Residential Development will be considered in accordance with the following policies:

- a) Preference will be given to medium-density development in locations in proximity to Arterial or Collector Roads where the development provides a physical transition between low-density dwellings, and higher-density residential development; locations in proximity to natural amenities such as watercourses, major open space areas, existing neighbourhood parks, schools and other community facilities, and commercial areas.
- b) The development should be buffered with appropriate landscaping and setbacks from abutting low-density residential development;
- c) The development should be designed so that it is compatible with surrounding development;
- d) On-site parking and recreational amenities are to be provided;
- e) The height of the proposed development will not generally exceed six storeys;
- f) Site Plan Approval is required.

#### 5.2.2.3.3 Home Occupations

Within a Residential Area, a home occupation will be clearly secondary to the residential use, and must be contained entirely within the residential unit. Home Occupations are occupations or businesses conducted for gain or profit generally within a dwelling unit. The following additional policies shall apply:

- a) Home occupations will be clearly subordinate to the residential use, and will not require alterations which interfere with the residential character of the lot and structure.
- b) Home occupations will not be permitted if they generate uncharacteristic traffic for a residential neighbourhood, or require outdoor storage of goods or materials, or will otherwise disrupt the peaceful and quiet enjoyment of other residential properties in the neighbourhood;
- c) Home occupations will be regulated through the Township Zoning By-law.

#### 5.2.2.3.4 Special Residential Uses

Special Residential uses include group homes as defined in the Zoning By-law, residential care facilities, senior citizens housing, short-term accommodation operated or authorized by a public agency, and facilities for special population groups. Special Residential uses will generally be subject to the policies governing Medium Density dwellings. Special Residential uses will be subject to the following policies:

- a) The use should be compatible with the scale, density and character of existing or planned land uses;
- b) Provision should be made for appropriate site design to ensure seamless integration with surrounding existing development;
- c) Adequate off-street parking must be provided to serve the residents, staff and visitors while retaining sufficient yard space to maintain the residential character of the area; and,
- d) Provision will be made for off-street locations to accommodate drop-off and pick-up of the users of such facilities as required.

#### 5.2.2.3.5 Professional Offices

Certain types of professional offices are compatible with a residential neighbourhood, and may serve as a needed function to nearby residents. These uses include, but are not limited to a law office, doctor's office, chiropractic practice, dentist, or accounting practice. Development standards can blend such uses into the residential community so as to minimize undesired impacts. Professional offices will be permitted in existing residential dwellings within the Residential Areas provided:

- a) The proposed use is limited to a professional practice;
- b) Within Settlement Areas, the use fronts onto a Collector or Arterial Road; and,
- c) Adequate parking and pedestrian connections are provided.

#### 5.2.2.3.6 Bed and Breakfast Establishments

Bed and Breakfast establishments within private homes, where the Owner resides, may be permitted within Residential Areas. The following policies shall apply:

- a) Adequate on-site parking spaces shall be provided and maintained;
- b) Site size and servicing must be adequate in accordance with the applicable policies of this Plan and the Zoning By-law;
- c) No external alteration shall be permitted for utilization that is inconsistent with the physical character of the surrounding neighbourhood; and,
- d) The Zoning By-law will regulate the maximum number of rooms available to guests and parking requirements.

#### 5.2.2.3.7 Lodging Houses

Lodging houses may be permitted where the owner, tenant or keeper of which resides and where there is offered or supplied for gain or profit lodging or lodging and meals, but excludes a provincial group home or other special needs housing, hotel, inn or institution. The policies of Bed and Breakfast establishments in Section 5.2.2.3.6 shall also apply to Lodging Houses.

## 5.2.2.4 Urban Design

### 5.2.2.4.1 Site Layout

Site Layout of all new residential development shall maintain or enhance the neighbourhood's prevailing pattern of lot widths, lot depth and lot area. The mixing of densities and housing designs within individual developments is encouraged, provided that locational requirements are satisfied. The density of a development will be governed by the Township considering among other things, the preservation of open space and trees, the ability of the road system to accommodate the generated traffic, the capacity of municipal infrastructure, and compatibility with existing development patterns.

### 5.2.2.4.2 Landscaping and General Site Design

Landscaping on the front and side yards of all residential properties is required and should have regard for four-season viability, and in accordance with the Zoning By-law. Parking for medium density residential forms should generally be located at the side and rear of buildings, with separate parking from driveway entrances to streets, and avoid obstruction of views of approaching traffic, pedestrians or cyclists. Bicycle parking should also be installed where possible. Screening and landscaping around parking areas is required. Sheds and outdoor storage shall be located in the side or rear yard of residential dwellings, and in accordance with the Zoning By-law.

### 5.2.2.4.3 Neighbourhood Design

Varieties of residential dwelling types will not be mixed indiscriminately, but will be arranged in a gradation so that higher density developments will complement those of lower density, with sufficient spacing to maintain privacy, and amenity. Connectivity of neighbourhoods is required through recreational spaces, parks, trails, sidewalk and other active transportation linkages where feasible.

### 5.2.2.4.4 Residential Infill

In existing Residential Areas, an increase in residential density may be considered subject to the following:

- a) Proposed development is generally compatible with the surrounding uses;
- b) Availability of municipal services;
- c) Proximity and access to supporting community services;
- d) Proposed development increases the mix of dwelling types and support the achievement of the Township's affordability target of 20%.

### 5.2.2.4.5 Settlement Area Interface

In cases where residential development is proposed on lands adjacent to or abutting agricultural lands, the Township will ensure that adequate buffering and/or mitigation measures are provided between the development and the agriculture lands, so that normal farm practices are protected from development within the Settlement Areas, where necessary. In this regard, the developer will be responsible for providing appropriate transitional space through the use of landscaping, setbacks, fencing and screening. The specific design aspects for addressing interface conditions will be determined through the site plan and/or subdivision agreements.



## 5.2.3 General Commercial

### 5.2.3.1 Planned Function

General Commercial areas are intended to provide economic development opportunities and also provide a range of local shopping options to support residents living in the Settlement Areas and nearby agricultural community. General Commercial areas should be clustered in Settlement Areas in the form of small nodes, plazas or main street formats.

### 5.2.3.2 Permitted Uses

Within lands designated General Commercial the primary use of land shall be for businesses engaged in the buying, selling, supplying, leasing and exchanging of goods and services. Accessory permitted uses may include government and public offices and institutional uses such as schools, parks, recreation, libraries, and fire stations. Secondary residential dwelling units are permitted in a mixed use format, with commercial uses located on the ground floor and residential uses located on upper storey and/or rear ground floor, with the size subject to the standards of the Zoning By-law.

### 5.2.3.3 Additional Policies

#### 5.2.3.3.1 Compatibility

New development will be assessed with respect to its compatibility with intended adjacent land use designations and its contribution to the commercial structure of the Township. Where new commercial development is proposed adjacent to residential land uses, Council must be satisfied that the following provisions are adequately met:

- a) Screening and/or buffering of access driveway, parking and service areas such that noise, light or undesirable visual impacts are mitigated;
- b) Adequate off-street parking and loading spaces, in accordance with the provisions of the Zoning By-law;
- c) Adequate site landscaping using indigenous species, where possible, and maintenance of all lands; and
- d) Subject to Site Plan Approval.

### 5.2.3.4 Urban Design

#### 5.2.3.4.1 Building Height and Built Form

Commercial Area built form will typically be a grouping of retail and other commercial uses under common or individual ownership, and may take the form of a shopping plaza. More than one commercial use may be permitted in a building on a lot. Primary entrances shall have architectural treatments for high visibility. The maximum height for commercial buildings is two storeys.

#### 5.2.3.4.2 Site Layout and Landscaping

Site layout shall facilitate the safe and comfortable movement of pedestrians and vehicles through designated walking and parking areas, and connected store fronts. Landscaping is required along all property frontages having regard for four-season viability in selection of vegetation. Where feasible, the site layout shall also provide appropriate active transportation connections to adjacent commercial or residential areas.

#### 5.2.3.4.3 Parking

In general parking shall be located at the rear and side of buildings, with connective, marked pathways for pedestrians, separated from vehicle routes. Linked parking areas shall be encouraged for abutting commercial properties to provide movement between lots. Where parking is proposed adjacent to a residential area and/or closer to the street than the building, appropriate landscaping and tree planting shall be provided.

#### 5.2.3.4.4 Loading and Storage

Loading and refuse areas should be screened and located at the side or rear of the building. Storage of products, unless otherwise permitted in the Zoning By-Law should be wholly enclosed within the building. Where loading and/or storage is proposed adjacent to a residential area, appropriate landscaping and tree planning shall be provided.

### 5.2.4 Industrial

#### 5.2.4.1 Planned Function

Industrial uses are intended to provide for a range of employment types and help to support economic diversification within the Township's settlement areas.

#### 5.2.4.2 Permitted Uses

Lands designated Industrial allow for a full range of the following:

- Manufacturing;
- Warehousing;
- Logistics, office;
- Alternative energy projects;
- Research and development uses;
- Cannabis processing facilities, in accordance with policy 5.2.4.4.2; and
- Accessory uses, in accordance with policy 5.2.4.2.1.

##### 5.2.4.2.1 Accessory Uses

Small scale commercial uses which support a broader industrial area or on-site accessory commercial uses may be permitted provided they do not detract from the area for industrial purposes now or in the future. These uses may include limited retailing within industrial buildings for the sale of goods manufactured on the premises, banks, restaurants and office supply establishments.

#### 5.2.4.3 Urban Design

##### 5.2.4.3.1 Building Height and Built Form

Industrial buildings shall maintain primary entrances to be visible and accessible from the main street frontage and use a variety of materials to provide for an attractive interface with the street and surrounding area. The maximum permitted height for industrial buildings is up to four storeys.

##### 5.2.4.3.2 Site Layout and Landscaping

Buildings should be attractively designed and occupy the majority of the lot frontage, and be compatible with the surrounding buildings. Landscaping shall be provided at the front, side and back yards of

buildings in addition to any walls or fences. Sites adjacent to other land use designations shall provide a minimum landscaped area and buffers, in accordance with the Zoning By-law.

#### 5.2.4.3.3 Parking

Parking is encouraged to be located at the rear and side of the building. Where parking is proposed adjacent to a residential area, appropriate landscaping and tree planting shall be provided.

#### 5.2.4.3.4 Loading and Storage

Outdoor storage of raw materials and equipment is permitted as an accessory use, provided such outdoor storage is adequately screened from adjacent properties and streets. Storage of raw material, equipment and finished products should be located at the side or rear of the facility. Landscaping and tree plantings shall be provided in accordance with the Zoning By-law around any outdoor storage. Loading areas should also be located to the side or rear of the facility. Where loading and/or storage is proposed adjacent to a residential area, appropriate landscaping and tree planning shall be provided.

### 5.2.4.4 Additional Policies

#### 5.2.4.4.1 Existing Residential Uses

Appropriate separation distances and buffering shall be provided between new industrial development and existing residences, residentially zoned land, and any other existing or planned sensitive use, in accordance the policies of Section 3.5 of this Plan and with the Ministry of Environment's D6 Compatibility between Industrial Facilities Guidelines including:

- a) Minimum of 30 metres of separation between Class I industrial uses and adjacent sensitive lands uses;
- b) Minimum of 70 metres of separation between Class II industrial uses and adjacent sensitive land uses; and,
- c) Minimum of 300 metres of separation between Class III industrial uses and adjacent sensitive uses.

#### 5.2.4.4.2 Cannabis Production Facilities

Facilities shall be located and designed in accordance with the Zoning By-law and Federal regulations to mitigate potential impacts including light emissions, air emissions, odour, and any other impacts. Only facilities registered or licensed by Health Canada are permitted. All new facilities shall be subject to Site Plan approval.

## 5.3 Hamlets

### 5.3.1 Planned Function

The Hamlet designation recognizes historic small clusters of residential development with relatively minor community and service functions. Hamlets are not intended to be the focus of significant future development and include the following areas which are depicted on Schedule 4:

- a) Paynes Mills;
- b) Frome;
- c) Middlemarch;
- d) Iona;
- e) Iona Station;

- f) Southwold Station; and,
- g) Lawrence Station.

### 5.3.2 Permitted Uses

The following uses are permitted in Hamlets:

- a) Single-detached dwellings;
- b) Secondary dwelling unit;
- c) Limited commercial uses which are intended to serve the day-to-day needs of the community;
- d) Limited industrial uses which do not require full municipal services and comply with the land use policies of this plan;
- e) Home occupations, in accordance with the policy 5.2.2.3.3;
- f) Parks and recreational uses; and
- g) Open Spaces.
- h)

### 5.3.3 General Urban Design

Built form shall be compatible with the surrounding character of the hamlet area. Proposed new dwellings shall have regard for architectural continuity in materials, design features and massing. Residential dwellings shall have driveway access located at the front or side of the dwelling, as consistent with the existing hamlet area. All sheds and outdoor storage shall be located at the side or rear yard of the dwelling, and in accordance with the Zoning By-law. Landscaping in the front yard is encouraged to have regard for four-season viability.

### 5.3.4 Additional Policies

#### 5.3.4.1 Infilling

Hamlet boundaries are depicted on Schedule 4 and are generally consistent with the limits defined in the County of Elgin's Official Plan. The policies of this Plan are intended to allow for modest forms of development through infilling. Infilling means the creation of a new lot between two existing residences which are on separated lots and which are situated on the same side of the road within a Hamlet area.

#### 5.3.4.2 New Development

Specific uses on any individual site will be subject to land use compatibility and the provision of adequate servicing.

## 5.4 Highway Service Commercial

### 5.4.1 Planned Function

The Highway Service Commercial lands recognize a historic designation outside of Settlement Areas which allows for commercial services and amenities to support members of the travelling public. Highway Service Commercial lands are those which function dependent upon proximity to a controlled access highway and are depicted on Schedule 4. In accordance with the Agricultural policies of this plan, no new Highway Service Commercial areas are permitted outside of Settlement Areas.

## 5.4.2 Permitted Uses

Permitted uses include restaurants, accommodation uses, vehicle refueling facilities, tourist information centres, truck stops, transport and logistics terminals, hotels, motels and accessory uses.

### 5.4.2.1 Accessory Uses

Accessory uses may include warehousing, wholesaling and storage; farm machinery sales and service; travel trailer, recreation vehicle and modular or mobile home sales and displays. The extent and type of development will be regulated in accordance with the adequacy of servicing.

## 5.4.3 General Urban Design

New buildings shall be set back from the street to allow for visibility and safe access to the site. Landscaping areas shall not be used to display or sell goods. Tree lined street corridors, while maintaining high visibility of primary entrances is encouraged. Outdoor storage shall be screened and feature surrounding landscaping.

## 5.4.4 Additional Policies

### 5.4.4.1 Access

Road Access will be subject to Local, County and Provincial road authority regulations and be limited in number. The Highway Service Commercial Area may be initially zoned with a holding zone to establish the principle of development, and to ensure that all design, servicing, and access issues are satisfactorily addressed before any development proceeds. Development may be staged so that the potential for environmental impacts can be monitored and appropriately addressed before any expansion is approved.

## 5.5 Parks, Open Space and Recreation

### 5.5.1 Planned Function

Open Spaces are intended to provide green space, naturalized areas, and recreational areas in the Township. These areas are intended to contribute to the health of the natural environment, residents and visitors.

### 5.5.2 Permitted Uses

Parks, Open Space and Recreational uses in the Township are subject to the policies of this section. Where components of the natural heritage system and hazard lands are included within the Open Space designation, the provisions of Section 4 concerning permitted uses within natural heritage areas and hazard lands shall take precedence. Permitted uses include uses such as the following:

- a) Golf courses and associated uses, such as accommodation, driving ranges and putting greens;
- b) Public and private parks;
- c) Campgrounds;
- d) Cemeteries including crematoria;
- e) Non-commercial gardening including nurseries;
- f) Botanical gardens;
- g) Zoological parks;

- h) Swimming pools, skating rinks and ponds;
- i) Public trails;
- j) Accessory commercial uses and parking facilities;
- k) Parks and playgrounds;
- l) Stormwater management facilities; and
- m) Community centres and similar community or neighbourhood facilities.

### 5.5.2.1 Parks

Within Settlement Areas, Community Parks and Neighbourhood Parks will provide for a range of recreational and open space opportunities. Where possible, open space areas should be interconnected. The Township encourages the co-operation and participation of public agencies, service groups and private citizens in creation of open space linkages.

#### 5.5.2.1.1 Community Parks

Community Parks are intended to serve the recreational needs of the residents at the community level. Community Parks will:

- a) Provide indoor and outdoor recreation facilities, and are a focal point for community activities;
- b) Provide predominantly for active recreational uses;
- c) Be accessible to the community; and
- d) Incorporate elements of the natural environment wherever feasible.

#### 5.5.2.1.2 Neighbourhood Parks

Neighbourhood Parks are permitted uses in all land use designations. Neighbourhood Parks will generally consist of small children's play facilities at the neighbourhood level and greenbelt areas that serve individual neighbourhoods within a community. More specifically, Neighbourhood Parks will:

- a) Be accessibly located within a neighbourhood;
- b) Provide opportunities for minor recreational activities; and
- c) Provide opportunities for passive enjoyment of the environment.

### 5.5.3 Additional Policies

The implementing Zoning By-law may zone Open Space uses in a separate zoning categories. The Open Space Areas are intended to cover significant areas of parkland and open space. Neighbourhood Parks including parkettes will not generally be designated as Open Space Areas.

#### 5.5.3.1 Lands in Private Ownership

Where any land designated as Open Space is under private ownership, the Plan does not intend that this land will necessarily remain an Open Space use indefinitely, nor will it be construed as implying that such land is free and open to the general public or that the land will be purchased by the Township or any other public agency.

#### 5.5.3.2 Parkland Dedication

Public open space will generally be acquired through the dedication of lands or the payment of funds pursuant to the provisions of Sections 42 and 51.1 the *Planning Act*, and will be provided in accordance with the following policies that will be applied throughout the entire Township:

- a) As a condition of residential development or redevelopment and/or a condition to the approval of subdividing land, conveyance of land to the Township for park purposes will be required at a rate of 2 percent of the area of land developed for commercial/industrial lands and 5 percent of the land proposed for development for all other uses, or for residential develop, the alternative rate of 1 hectare for each 300 dwelling units for land conveyances and 1 hectare per 500 units for cash-in-lieu;
- b) As a condition of industrial and commercial development or re- development and/or a condition to the approval of subdividing land, the conveyance of land to the Township for park purposes will be required at a rate of 2 percent of the land proposed for the development to the Township for park purposes, or cash in lieu thereof.

#### 5.5.3.2.1 Cash-in-Lieu of Parkland

Cash-in-lieu of dedicated parkland will be based on the appraised value of any land required to be conveyed for park or other public recreational purposes in accordance with the appropriate provisions of the *Planning Act*. Cash-in-lieu will be accepted if the parcel proposed is not appropriate for parkland or parkland is not required by the Township in the subject area.

Combinations of cash-in-lieu and parkland dedication may be accepted in some instances. For example, when partial dedication would achieve the desired parkland standard for the area or where private recreational facilities are being constructed.

#### 5.5.3.3 Condition of Dedicated Lands

The Township will generally not accept as part of the minimum parkland conveyance lands that are required for drainage purposes, lands susceptible to flooding, steep valley slopes, hazard lands, connecting walkways and other lands unsuitable for development. Furthermore, all lands conveyed to the Township will be in a physical condition satisfactory to the Township considering the anticipated park use. The Township may accept some lands that contribute to linkages between existing parks in the system as part of the dedication at its discretion.

#### 5.5.3.4 Other Agencies

The Township encourages the assistance of service groups, businesses and private citizens in the provision of parkland or other public recreational purposes. The Township may seek agreements with other organizations, such as service clubs or school boards, for the increased utilization of space and facilities such as open space, gymnasiums, or buildings in order to serve the community.

### 5.6 Waste Management Centre

#### 5.6.1 Planned Function

The Waste Management Centre Designation applies to the area of the City of Toronto Landfill site (Green Lane Landfill). It includes sites and facilities to accommodate municipal solid waste and includes existing approved landfill sites, recycling facilities, transfer stations, processing sites, and compatible businesses and industries. Lands are designated on Schedule 4 for existing approved site and also incorporate additional lands surrounding the site, taking into consideration potential expansion, buffering and transitional uses in proximity to the site.

## 5.6.2 Permitted Uses

The main permitted uses are solid waste disposal and processing, resource recovery, recycling, waste transfer, and land uses which demonstrate compatibility with waste disposal sites such as biomass energy facilities. Permitted interim uses include agricultural uses.

## 5.6.3 Additional Policies

The Township encourages diversification of activities within the Waste Management Centre area, and supports the development of partnerships with the community and Indigenous person's businesses.

### 5.6.3.1 Zoning Adjacent Areas

The location of uses determined to be compatible with the waste disposal facility will require an amendment to the Zoning By-law and a Certificate of Approval from the Ministry of Environment if required. The Zoning By-law may place a holding provision or restrictive zoning on areas which have been identified as being impacted by the landfill site or other sites which produce gases, leachate, dust, odour or noise impacts similar to those found in landfill areas.

### 5.6.3.2 Development Proposals in Proximity

No development will be permitted within the identified influence area of the landfill until satisfactory measures have been implemented to mitigate the impacts from the landfill site. For the purposes of this Plan, the potential influence area involves a minimum 500 m radius around the waste cells. This influence area may be reduced, as a result of more detailed site investigations, without amendment to this Plan. Prior to consideration of development proposals in or within the influence of the landfill site, Council will require the completion of various studies, including but not limited to:

- a) Land Use Compatibility Study, in accordance with Ministry of Environment Guideline and policy 6.6.3;
- b) Soil and groundwater samples;
- c) Potential human health concerns such as noise, dust and odours; and
- d) Tests for leachate and/or combustible gas migration.

### 5.6.3.3 Future Expansion

The Township acknowledges that any future expansion of the site is subject to an Environmental Assessment process under the Provincial Environmental Assessment Act. The Township expects to be actively engaged in any future processes associated with changes or expansions to the current site which will require an Official Plan Amendment, Zoning By-law Amendment and Site Plan Approval. Any expansions or alterations to the site plan shall address issues related to land use compatibility (air quality, noise, vibration, odour, etc.), traffic impact, natural environmental, impacts on municipal infrastructure, socio-economic impact, agricultural system impact and any other relevant issues/concerns.



# 6 INFRASTRUCTURE

## 6.1 Transportation Network

### 6.1.1 Road Classification

The Township's transportation network is part of a broader network of linkages that supports the movement of people and goods within the County of Elgin and more broadly to Southwestern Ontario. Roads within the Township are classified as Provincial Highways, County Roads (Major Arterial, Minor Arterial and Collector Roads) and Local Roads. There are three provincial highways located within the Township which are under the jurisdiction of the Ministry of Transportation (MTO):

- a) Highway 401;
- b) Highway 3; and,
- c) Highway 4.

### 6.1.2 Road Network

The Township's Road Network is shown on Schedule 5.

### 6.1.3 Provincial Highways

#### 6.1.3.1 Planned Function

The planned function, mobility and design characteristics of Provincial Highways are subject to the MTO policies, standards and best practices. This means that in addition to meeting applicable requirements by the Township, all proposed development located adjacent to and in the vicinity of a Provincial Highway within the MTO's permit control area under the *Public Transportation and Highway Improvement Act* (PTHIA) will be subject to MTO approval.

#### 6.1.3.2 Permit Requirements

A Building and Land Use Permit is required for all development located adjacent to a Provincial Highway and is subject to MTO approval. Depending on the type of development proposed, other potential MTO permits may be required, such as an Encroachment Permit, Sign Permit, and Entrance Permit in accordance with the MTO Highway Corridor Management Manual, as amended time to time. The Township encourages early consultation with the MTO to ensure the integration of municipal planning initiatives with provincial transportation planning.

#### 6.1.3.3 Setbacks

The Zoning By-law will establish minimum setbacks for buildings along Provincial Highways to ensure room for future road widenings and installation of additional traffic lanes, in accordance with MTO's Building and Land Use Policy and the Highway Corridor Management Manual, as amended time to time.

## 6.1.4 County Roads

### 6.1.4.1 Arterial Roads

#### 6.1.4.1.1 Planned Function

The primary function of Arterial Roads is to transport large volumes of traffic between the different areas within and through the Township. Direct access is usually from other Arterial Roads and Collector Roads. For high volume Arterial Roads, access shall be strictly controlled. Where such roads pass through Hamlets or Settlement Areas, the Township will encourage new development to face onto the Arterial Road although alternative access arrangements may be required to minimize direct access onto the Arterial Road.

#### 6.1.4.1.2 Truck Traffic

The Township encourages the movement of truck traffic along Arterial Roads.

#### 6.1.4.1.3 New Development and Intersections

In areas where new development is proposed, existing Arterial Road intersections will be improved as required. New Arterial Road intersections will be adequately spaced and provided with the necessary traffic control equipment and turning lanes, to maintain a safe and desirable movement of vehicular and pedestrian traffic.

#### 6.1.4.1.4 Setbacks

The Zoning By-law will establish minimum setbacks for buildings along Arterial Roads to ensure room for future road widenings and installation of additional traffic lanes, if required. Widenings will not be undertaken until the impact on abutting properties is studied and any negative effects are minimized.

#### 6.1.4.1.5 Mitigation Measures

On Arterial Roads where speeds and volumes are higher, mitigating measures that attenuate noise and vibration factors may be required. Land uses which generate high volumes of traffic, including truck traffic, will be encouraged to locate along Arterial Roads.

### 6.1.4.2 Collector Roads

#### 6.1.4.2.1 Planned Function

The primary function of Collector Roads is to carry traffic volumes to and from major traffic generators or within or between residential neighbourhoods. Collector Roads generally provide linkages to the Arterial Road system.

#### 6.1.4.2.2 Location and Design

Collector Roads will be located and designed to discourage through vehicular traffic within residential areas. Where possible and appropriate, reverse frontages will be used for residential lots adjacent to collector roads.

#### 6.1.4.2.3 Intersection Improvements

Collector Road intersections will be adequately spaced to ensure the safe and desirable movement of vehicular or pedestrian traffic volumes to minimize the infiltration of through traffic onto Local Roads in residential neighbourhoods.

### 6.1.4.3 Private Access to County Roads

The County discourages direct private access and development which would inhibit traffic movement along County Roads that are classified as Major Arterials on Schedule 5 of this Plan. Direct private access may be permitted subject to design controls along Minor Arterials and Collectors.

### 6.1.4.4 Traffic Impact Study

Proposed development may require the completion of a Traffic Impact Study to assess the impact on the transportation system and surrounding land uses. The proponent must consult with the Township and as required, the County and/or MTO to determine the appropriate scope of work for the Traffic Impact Study (TIS). Depending on the outcome of the TIS, the expectation is that the TIS will recommend appropriately scaled measures to mitigate any significant impacts related to safety or capacity of the road network.

## 6.1.5 Local Roads

### 6.1.5.1 Planned Function

The primary function of Local Roads is to provide direct access to abutting properties. Lower speed limits and traffic control devices may be necessary to ensure public safety.

### 6.1.5.2 New Local Roads

New Local Roads shall be constructed to municipal standards prior to their assumption by the Township. Where new roads are proposed to intersect with a County Road and/or MTO road, the location, design and construction of these roads at their point of intersection shall be subject to the approval of the County of Elgin and/or MTO. Unless it is clearly in the public interest, no new roads shall be opened in the Township. An individual may, however, request that a road be opened provided that:

- a) The road is opened at the individual's expense; and
- b) The individual enters into a development agreement with the Township for opening the road and bringing the road up to the minimum municipal road standards for assumption purposes.

Unless it is clearly in the public interest, existing private roads will not be assumed by the Township and the Township will not be responsible for access, snow removal, maintenance or use by school buses or public vehicles.

## 6.1.6 Road Right-Of-Ways

### 6.1.6.1 Planned Function

The primary function of all road rights-of-way is to serve the transportation system needs of the Township. The secondary function of all road rights-of-way is to provide for the distribution of municipal services and utilities to inhabitants of the Township. Where a road right-of-way is used for any other purpose (such as the provision of other public services or transmission lines), such use shall be at the risk and expense of the proponent.

### 6.1.6.2 Right-of-Way Width for Arterial and Collector Roads

Major Arterial Roads will have a minimum right-of-way width of 36.5 metres (120 feet). Minor Arterial Roads will generally have a right-of-way width of 30 metres (98.4 feet) and a maximum road width of 36.5 metres (120 feet). A greater right-of-way width will be provided for turning lanes at road intersections where required. Right-of-Way Width of Collector Roads will have a minimum right-of-way width of 20 metres (66 feet) and a maximum road width of 30 metres (98.4 feet).

### 6.1.6.3 Right-of-Way Width of Local Roads

Local Roads will have a minimum right-of-way width of 20 metres (66 feet), or a minimum width of 15 metres (50 feet) in areas where alternative development standards are deemed appropriate by the Township. New road allowances less than the standard width may be considered depending on the length of the street and the nature of the development being proposed.

### 6.1.6.4 Relocation of Fixtures in the Road Right-Of-Way

The Township may direct the location or relocation of any fixture (system, transmission line, etc.) in the road right-of-way. All expenses associated with the construction, relocation or removal of any fixture or thing maintained in a road right-of-way shall be borne by the owner.

### 6.1.6.5 Permitted Municipal Services

Services provided by the Township shall be permitted in all publicly owned road rights-of-way.

### 6.1.6.6 Permitted Public Utilities

Public utilities which serve abutting owners may be located in road rights-of-way where reasonably practicable. If an existing road right-of-way width is less than the minimum right-of-way width identified by this Plan, the utility proposing to locate services may be required to acquire (or pay the cost of acquisition by the Township) the additional land required to meet the minimum right-of-way standards.

### 6.1.6.7 Transmission Lines

Where it is determined (for environmental or other reasons) that a transmission line route should be located upon a particular road right-of-way, the proponent shall be required to acquire (or pay the cost of acquiring) sufficient land for the widening of the road allowance beyond the minimum standards of this Plan to accommodate the transmission line.

### 6.1.7 Protection of Planned Corridors

The Township supports the protection of planned corridors. Development is not permitted in planned corridors that could preclude or negatively affect the use of the corridor for the purpose(s) for which it was identified. New development adjacent to or in the vicinity to existing or planned corridors and transportation facilities should be compatible with the surrounding land uses.

### 6.1.8 Protection of Rail Facilities

Planning for land uses in the vicinity of rail facilities shall be undertaken so that their long-term operation and economic role is protected.

### 6.1.9 Development in Proximity to Rail Facilities

In general, development is not permitted within 30 metres of an active rail corridor. Depending on the nature of the development, the Township may require that studies are completed for development in the vicinity of active railway corridors to determine if noise, vibration and safety measures are necessary to minimize potential safety hazards and land use conflicts between residential development and rail facilities. Measures may include setbacks, berms, fencing and building design features.

### 6.1.10 Pedestrian and Bicycle Traffic

#### 6.1.10.1 Active Transportation

Within Settlement Areas, the Township requires the development of interconnected and appropriate active transportation connections to adjacent commercial or residential areas as part of the construction or reconstruction of new roads.

#### 6.1.10.2 Sidewalks and Walkways

Provision will be made for sidewalks and walkways to enhance the convenience and safety of pedestrians. Sidewalks will generally be provided within Settlement Areas, where Council deems it appropriate along both sides of Arterial roads and along at least one side of Collector roads and Local Roads, where warranted by vehicular or pedestrian traffic volumes and other locations where improved access is required to meet the Provincial accessibility standards under the Accessibility for Ontarians with Disabilities Act.

#### 6.1.10.3 Cycling Network

Council may consider measures to enhance the safety and convenience of facilities for cycling. The Township will work closely with the County of Elgin to ensure that an appropriate range of active transportation connections are planned for and implemented in the Township. The County's current cycling network is depicted on Schedule 5.

### 6.1.11 Parking Standards

The Zoning by-law will establish minimum off-street standards for all land uses and forms of development. These minimum parking standards will be related to the amount of traffic generated by individual uses.

### 6.1.12 Accessibility Standards

The Township will ensure the development of off-street parking facilities, whether public or private, in such a manner as to be accessible to the disabled in accordance with the Accessibility for *Ontarians with Disabilities Act*.

## 6.2 Sanitary, Water and Stormwater Management

### 6.2.1 Servicing Strategy

#### 6.2.1.1 General Approach

Full municipal water and sanitary services is the preferred method of servicing new development in Settlement Area communities. The Settlement Area of Talbotville is the Township's only existing fully serviced settlement area for a portion of the settlement area; Full municipal services are planned for

Shedden and Fingal Settlement Areas and accordingly, the majority of future growth and development is expected to occur in Talbotville, Shedden and Fingal when full services are available. North Port Stanley is serviced by the municipal water supply systems and individual on-site sewage systems. Similarly, all of the Hamlet Areas have access to municipal water supply systems and individual site servicing. The partially serviced Settlement Areas and Hamlets are expected to see modest growth over the time horizon of this plan. The policies of this section provide direction for how development can occur on partial services. The Township will integrate when possible the planning of stormwater, sewage and water services for optimization, feasibility and financial viability of systems and to prepare for the impacts of a changing climate.

### 6.2.1.2 Cost Effective System

The Township will ensure that an adequate and cost effective system of water supply and sanitary treatment is provided to support growth opportunities within the Township.

### 6.2.1.3 Establishment of Full Municipal Services

An Environmental Assessment (EA) is required to establish full municipal services in Shedden, Fingal and/or North Port Stanley. The growth assumptions of the EA should be based on the growth forecasts of this Official Plan.

#### 6.2.1.3.1 Shedden and Fingal Settlement Areas

An Environmental Assessment has been completed for Shedden and Fingal Wastewater Servicing Strategy, through a Final Environmental Study Report, dated February 2021. The recommended alternative for the construction of the new treatment facility will include the construction of a single treatment facility employing a Membrane Bioreactor treatment process at the location approximately 1.2 kilometres south of Shedden on Union Road, to service new development.

## 6.2.2 Sanitary Services

### 6.2.2.1 Settlement Area Servicing Study

In general, the expectation is that new large scale development (developments larger than 5 lots) within Settlement Areas will be on full services. Where full municipal servicing is not available, a servicing study shall be required to demonstrate how the proposed development is to be serviced, provided an Environmental Assessment has not been completed to provide full services. The Servicing Study should demonstrate the proposed approach for servicing and how the applicable Provincial, County and Township policies and regulations are being met with respect to partial services. The Study should address matters such as but not limited to:

- a) Infrastructure ownership, maintenance and potential for cost implications to the Township;
- b) Potential for risks to human to human health and safety;
- c) Potential for impacts on the natural environment; and,
- d) Potential for impacts on the character of the settlement area.

### 6.2.2.2 Re-development, Intensification and Infill

The Township permits the infilling and minor rounding out of partial services for the re-development, intensification and infilling of existing development within Settlement Areas. The proponent must demonstrate that site conditions are suitable for the long-term provision of such services, that there are

no negative impacts from servicing and address the feasibility of extending municipal sewage services, if in the general area.

### 6.2.2.3 Individual Sanitary Sewage Treatment and Disposal Systems

Vacant lots of record requiring individual systems, will be permitted if the proposed site can accommodate an individual sanitary sewage treatment and disposal system based on the following criteria:

- a) The lot area will comply with the requirements of the Province or its designated agent and be large enough for the type of development proposed and the system(s) to be used;
- b) A building permit for an individual sanitary sewage treatment and disposal system is to be obtained; and
- c) The proponent of a development or expansion of any use shall obtain a Certificate of Approval for the expansion or alteration of an existing sewage system. No redevelopment or expansion should create or aggravate a pollution problem.

Development on private sanitary waste disposal systems shall be permitted in accordance with the requirements of the Ontario Building Code. Systems generating more than 10,000 litres per day are subject to the Environmental Compliance Approval requirements of the Ministry of Environment.

### 6.2.2.4 Access to Municipal Sanitary Sewage Systems

The Township will make no commitment or approve any development that would cause the capacity of the St. Thomas or Central Elgin's Port Stanley sewage treatment plant to be exceeded. In certain cases, improvements to the sanitary sewer system may be required before development may proceed. Such improvements may include the provision of a new pumping station and/or sewer line extensions and will require agreements with those municipalities.

## 6.2.3 Water

The Township is serviced by the Elgin Area Primary Water Supply System and the St. Thomas Area Secondary Water Supply System. It is the intent of the Township that development within the Settlement Areas and Hamlets will be serviced by municipal piped water facilities; and development within the Agricultural Areas will be serviced by municipal piped water facilities, where feasible, acknowledging that a large portion of the Agricultural Area has existing municipal water services.

### 6.2.3.1 Water System Capacity

New development shall demonstrate that the water system has uncommitted reserve capacity available in order to ensure that capacity is not exceeded. The Township may require the oversizing of watermains where future servicing extensions are anticipated. The developer is responsible for the necessary extensions and/or enlargements.

### 6.2.3.2 Development on Private Water Systems

Development may be permitted on private water systems where piped water is not available and an extension of services is not economically feasible, subject to compliance with Provincial Regulations regarding the adequacy of water quality and quantity.

### 6.2.3.3 Agricultural Area Water Lines

Where necessary to address failed private on-site water supply systems, the Township may consider extension of the municipal water supply system to service areas outside of Settlement Areas and Hamlets on a cost recovery basis and subject to the requirements of the *Environmental Assessment Act* and the approval of the Ministry of Environment and the Elgin Area Primary Water Supply System.

## 6.2.4 Stormwater Management

### 6.2.4.1 Approach to Stormwater Management

Stormwater management in the Township shall:

- a) Be integrated with sanitary and water services to ensure systems are optimized, feasible and financially viable over the long term;
- b) Minimize or where possible prevent increases in contaminant loads;
- c) Minimize erosion and changes in water balance;
- d) Consider and address the potential for the impacts of changing climate, including the application of green design and green infrastructure policies 6.8 of this Plan;
- e) Address and mitigate potential risks to human health, safety, property and the environment;
- f) Includes best practices in stormwater management in accordance with Policy 6.2.4.2.

### 6.2.4.2 Best Management Practices

The Township requires that all proposed developments demonstrate how stormwater will be managed in accordance with the Ministry of Environment's requirements regarding Best Management Practices and the Ministry's Stormwater Management Planning and Design Manual. Best Management Practices may include stormwater attenuation and re-use, and low impact development, among others.

### 6.2.4.3 Stormwater Management Plan

In order to achieve no overall increase in the peak level and volume of stormwater runoff, all new development will be required to provide suitable site grading and outlet facilities for storm drainage. The Township may require applications for development or re-development to include a stormwater management plan in accordance with the Policies of this Section and other applicable policies of this Plan, including not limited to Policies 4.3.2.6, 4.3.2.7 and 6.8.

## 6.3 Municipal Drains

The principles of natural channel design will be utilized in the construction or rehabilitation of drains where possible. This may include, where appropriate, the following:

- a) Grassed slopes and forms of indigenous plantings, or other suitable erosion control methods should be introduced and maintained on the banks of drains to add to the stability of the drainage channel;
- b) Tile outlets should be constructed to minimize erosion along watercourses;
- c) Tree planting or other buffer measures should be installed where appropriate to act as a windbreak, to protect drain banks, and to restrict cultivation near drain banks. Trees will be



- planted a suitable distance away from the drain in an appropriate location so as not to prohibit any required maintenance or work to the drain in the future;
- d) Sediment ponds and/or sediment basins should be incorporated in drains to reduce the speed and volume of flow, to act as settling areas for water-borne particulates, to enhance evaporation and to serve as water storage areas; and
  - e) Grassed buffers (approximately 3 metres wide) along the top of the banks of drains should be incorporated and maintained to add stability to the drainage channel where possible and to provide for a year round access corridor for maintenance purposes.

The discharge of any liquid or material or substance other than unpolluted drainage water into a drain is prohibited. Buildings and structures shall be adequately setback from municipal drains to facilitate maintenance. Minimum setbacks shall be prescribed in the Zoning By-law.

## 6.4 Electrical Power Facilities

### 6.4.1 Electric Power Facilities Permitted in Any Designation

All existing electric power facilities and the development of any new electric power facilities that operate at 50 kilowatts including all works as defined in the *Power Corporation Act* and succeeding legislation, (such as transmission lines, transformer stations and distributing stations but excluding renewable energy systems in accordance with policy 6.5) will be permitted in any land use designation without an amendment to the Plan provided that such development satisfies the provisions of the Environmental Assessment Act, including regulations made under the Act, and any other relevant statutes. The electric power utility will be required to consult with the Township regarding the location of new electric power facilities.

### 6.4.2 Other Electric Facilities

Other electric power facilities including buildings, structures and uses not used directly for the generation and supply of power, will comply with the provisions of this Plan and the Zoning By-law. The Township holds the right to participate in discussions on the locational criteria of new electric power facilities.

#### 6.4.2.1 Secondary Uses

Secondary land uses, which conform to this Plan and the Zoning By-law, will be encouraged on the electric power utility lands, where deemed by Council to be compatible with adjacent land uses and by agreement with the electric power utility.

## 6.5 Alternative and Renewable Energy Systems, Energy Conservation and Generation

### 6.5.1 Alternative and Renewable Energy

The Township supports energy conservation and the development of alternative and renewable energy systems in accordance with Provincial Policy. The siting of any new proposed medium or large scale alternative or renewable energy systems shall be subject to an Official Plan Amendment, Zoning by-law amendment and site plan approval. Pre-consultation with the applicant in accordance with Policy 7.5 is required to determine the appropriate supporting studies and process required.

### 6.5.2 New Development

The Township will promote subdivision and site plan designs maximizing passive solar energy opportunities and other alternative energy sources, building designs and construction techniques which conserve energy.

### 6.5.3 Retrofitting and Renovating of Township Buildings

The Township may use any energy conservation grants, loans and audit services to retrofit or renovate its older buildings and structures to incorporate energy saving mechanical, electrical and lighting systems.

### 6.5.4 Energy Conservation Education Programs

The Township will promote educational programs that will increase public awareness of energy conservation.

## 6.6 Waste Management

### 6.6.1 Municipally Run Garbage and Recycling Collection Services

The Township supports municipally run garbage and recycling collection services. For any new multi-unit residential development, buildings must demonstrate waste storage ability, as requested by the Township in the form of a Waste Management Plan or other document. The Township encourages all businesses to reduce waste generation and the implementation of best practices.

### 6.6.2 Uses Not Permitted

Development of new landfill sites within the Township are prohibited. Expansions to existing landfill sites will require an Official Plan Amendment and a Zoning By-law Amendment.

### 6.6.3 Development in Proximity to an Active or Closed Waste Disposal Site

The development of new uses within an assessment area of 500 metres of the perimeter of an active or closed waste disposal site (located in this or an adjoining Township) may require a Land Use Compatibility Study to be undertaken by a qualified professional that evaluates the presence and effect of environmental contaminants including, but not necessarily limited to methane gas and leachate in accordance with the Land Use Compatibility Guidelines of the Ministry of Environment, as amended time to time.

The Land Use Compatibility Study will address the feasibility of mitigation measures if required. If it is found that a potential adverse effect or potential risk to health and safety does exist, development may be restricted and/or refused.

Closed waste disposal sites located in the Township are located at Lot 14, 2nd Range North of Union Road; Lot 4, 1st Range West of River Road; Lot 3, 1st Range West of River Road; Lot 14 Concession 1; Lot 14, 1st Range South of Union Road; and Lot 10, BF. A Provincially significant waste disposal site is located on Part Lot 21-23, Concession 3. All former and active waste disposal sites are shown on Schedule 6 of this Plan.

### 6.6.4 Provincial Approval Requirements

Where development or change of use is proposed on a waste site, no Zoning By-law, Zoning By-law Amendment, Official Plan Amendment or other *Planning Act* approval will be adopted or granted until

approval from the Province is obtained in accordance with Section 46 of the Environmental Protection Act, or if more than 25 years has lapsed since the land ceased to be so used for waste disposal purposes.

### 6.6.5 Waste Water Treatment Facility

The Ministry of Environment recommends minimum separation distances between new residential developments and other sensitive land uses and existing waste water treatment facilities. The Ministry of Environment will be consulted to determine these separation distances within the Township or an adjoining municipality, that is in accordance with Land Use Compatibility Guidelines issued by the Ministry of Environment, as amended time to time.

## 6.7 Public Utilities

### 6.7.1 Permitted Uses in Any Designation

The following public services and facilities are permitted in all land use categories, subject to the development policies of this Plan:

- a) Transportation, communication, and electric power transmission corridors, and associated facilities subject to applicable laws and regulations under Province of Ontario Statutes;
- b) Water supply, sewage treatment, storm drainage facilities, and utility services;
- c) Municipal government buildings and facilities;
- d) Re-use of abandoned utility and/or transportation corridors for public purposes;
- e) Public open space; and
- f) Natural gas pipelines and accessory works.

### 6.7.2 Public Services and Facilities in Residential Areas

In Residential areas, the public services and facilities listed in Policy 6.7.1 will be designed and constructed so that they are compatible with the surrounding Residential area.

### 6.7.3 Underground Utilities

Underground utilities, including electric power lines and telephone lines, will be required in all new developments within Residential areas and in other areas, where feasible.

### 6.7.4 Multiple Uses of Rights-of-Way

The Township will encourage the multiple-use of electric power utility rights-of-way to accommodate drainage or service corridors, parking areas, parkland, agricultural operations and natural gas, oil and petrochemical pipelines, in accordance with the land use policies and designations of this Plan. Natural gas, oil and petrochemical commercial delivery pipelines will be installed within existing rights-of-way wherever feasible and practical. Wherever possible, easements should be used to accommodate new utility corridors rather than creating new separate and distinct lots.

### 6.7.5 Access to Emergency Services

The Township encourages to strategically locate infrastructure and public service facilities to support the effective and efficient delivery of emergency management services.

## **6.8 Green Design and Green Infrastructure**

The Township supports the inclusion of green design measures for new or improvements to existing infrastructure. Green infrastructure can include components such as natural heritage features and systems, parklands, stormwater management systems, street trees, green streets, urban forests, natural channels, permeable surfaces, and green roofs.

### **6.8.1 New Development Green Standards**

The Township encourages new developments to consider energy efficient designs and features, green features, and green building technologies and rating systems such as Leadership in Energy and Environmental Design (LEED) as part of their design, where feasible.

### **6.8.2 Green Infrastructure Opportunities**

The Township encourages the implementation of renewable energy systems such as wind, geothermal and solar power installations; green roofs or high albedo roofs that contribute to the reduction of the urban heat island effect; innovative stormwater management methods, water conservation and efficiency tactics; and, conserving heritage resources. These measures can contribute to lessening the energy and resources needed for new construction.

# 7 IMPLEMENTATION

## 7.1 General

The policies of this Section are intended to provide guidance for the implementation and monitoring of the Township's Official Plan. The policies of this Section are based on the authority delegated to the Township through the *Planning Act*, *Municipal Act* and other applicable legislation as the case may be. In general, this Section is organized around the various aspects of the development approvals framework.

## 7.2 Delegation of Authority

In considering requests for a planning application, a Council or a Committee of Council, which has been delegated authority will provide information to the public, and host required public meetings in accordance with the *Planning Act*. Consultation between Lower Thames Valley Conservation Authority and Kettle Creek Conservation Authority, Council, Indigenous communities and other applicable public commenting agencies will be completed as necessary to conserve and preserve natural features and landscapes and any other issues of importance.

## 7.3 Official Plan Amendments

All amendments to this Plan may be made in accordance with the *Planning Act* to integrate new objectives, policies or re-designations. The Township shall revise this Plan as required to conform with provincial plans and matters of provincial interest, and shall be consistent with the Provincial Policy Statement (PPS). Amendments to this Plan shall require public meetings in accordance with the *Planning Act*.

## 7.4 Five Year Review of Official Plan

In accordance with the *Planning Act*, a special meeting of Council, open to the public, will be held at least once every five years for the purpose of determining the need for a comprehensive review of policies and land use designations of this Plan, to ensure that the Official Plan conforms with Provincial Plans, has regard for matters of Provincial interest and is consistent with the policy statements issued under the *Planning Act* and that it accurately reflects the changing needs and circumstances in the Township.

## 7.5 Pre-Consultation Requirements

### 7.5.1 Pre-Consultation

Proponents will be required to pre-consult with the Township before filing an application for Official Plan or Zoning By-law Amendment and before filing an application for draft Plan of Subdivision or Condominium or Consent with the approval authority, provided a By-law is enacted by the Township in accordance with the *Planning Act*.

### 7.5.2 Purpose

The purpose of pre-consultation is to review a draft development proposal for the lands affected by the proposed application(s) and identify the need for, and the scope of other information and materials

considered necessary by the Township and other affected agencies, such as the appropriate Conservation Authority to allow comprehensive assessment of the development application(s).

### 7.5.3 Supporting Information and Studies

During the pre-consultation process, the Township will identify the nature and scope of studies required to support the application. Required studies may include, but are not limited to:

- a) Affordable Housing Report;
- b) Agriculture Impact Assessment Report;
- c) Archaeological Assessment;
- d) Concept Plan;
- e) Cultural Heritage Impact Study
- f) Environmental Assessment Study;
- g) Environmental Impact Study (EIS) in accordance with the requirements of Section 2 of this Plan;
- h) Financial Impact Analysis;
- i) Flooding and Erosion Report;
- j) Functional/Site Servicing Report;
- k) Gas Well Study/Gas Migration Study;
- l) Geotechnical Report;
- m) Hazardous lands/soil stability Report;
- n) Heritage Impact Assessment;
- o) Hydrogeological Report;
- p) Illumination Study;
- q) Interim Servicing Study;
- r) Minimum Distance Separation Study (MDS I and/or MDS II);
- s) Noise/Odour/Nuisance/Dust/Vibration Assessment/Study;
- t) Phase 1 Environmental Site Assessment if, in the opinion of the Township, the existing or previous uses of the site or adjacent lands create a potential for site contamination;
- u) Planning Justification Report;
- v) Risk Assessment;
- w) Stormwater Management Report;
- x) Site Survey;
- y) Shoreline Study
- z) Sun/Shadow Study;
- aa) Traffic Impact Study;
- bb) Tree Protection Plan;
- cc) Urban Design Brief; and/or,
- dd) Wind Study.

In addition to the above, any other study that is deemed necessary by the Township or other agencies based on the Pre-Consultation Meeting to fully assess the impacts of the proposed development may be required.

#### 7.5.4 Complete Applications

The Township shall only accept and process complete applications. The Township may delegate the authority to Township Administration for completeness through By-law enactment. Applications are deemed complete where the application:

- a) Satisfies applicable provincial, county and Township standards or requirements; and,
- b) Appropriately addresses the agreed upon scope/issues identified through pre-consultation.

### 7.6 Public Consultation and Engagement

#### 7.6.1 Requirements for Consultation and Engagement

All applications proposing amendments to the Official Plan, Zoning By-law or a plan of subdivision are required to provide a proposed plan for consulting with the public with respect to the application in accordance with the applicable regulation under the *Planning Act*.

#### 7.6.2 Consultation and Engagement with Indigenous communities

The Township's Official Plan shall be implemented in a manner that is consistent with the recognition and affirmation of applicable Aboriginal and treaty rights in accordance with section 35 of the *Constitution Act, 1982*. The Township shall work with Indigenous communities who have connection to the lands within the Township in the planning process to ensure consultation and engagement is appropriate to the type of planning application or process being undertaken. The Township respects the interests of the Indigenous communities and will seek to work in a collaborative and productive manner. The Township shall engage with Indigenous communities to:

- a) Coordinate on land use planning matters, in accordance with the Provincial Policy Statement; and,
- b) Consider their interests when identifying, protecting and managing cultural heritage and archaeological resources.

### 7.7 Decision, Notice and Appeal to LPAT

The Township may make a decision and issue a notice of decision in accordance with the *Planning Act*. The Township may choose to not make a decision within the decision timelines for applications in accordance with the *Planning Act*. Those with a right to appeal to the Local Planning Appeal Tribunal (LPAT), may file their appeal when prescribed by the *Planning Act*.

### 7.8 Existing, Non-Complying and Non-Conforming Uses

#### 7.8.1 Existing Uses

Existing uses are those that are legally in existence on the date of the adoption of this Plan by Council. Existing uses may be recognized in the implementing Zoning Bylaw within their existing site, provided Council determines that such uses do not impose negative impacts on neighbouring properties or surrounding area.

#### 7.8.2 Non-Complying Uses

Non-Complying uses are a land use recognized as a permitted use under the implementing Zoning By-law but are non-complying with respect to various regulations of the By-law. This can be the result of a change in the standards of the Township. In such cases, the Zoning By-law may allow for additions to

non-complying buildings or structures and erection of buildings and structures accessory to a non-complying building or structure, provided that the provisions of the Zoning By-law are not further contravened. A further contravention means the making of an addition to an existing non-complying building or structure, any part of which addition does not comply with the required setbacks or any other provision of the Zoning By-law.

### 7.8.3 Non-Conforming Uses

Non-Conforming Uses are those that are legally established as of the date of this Plan. Nothing in this Plan will negatively impact the continuation of a use that was legally established as of the date of adoption of this Plan. Any land use existing as of the date of adoption of this Plan that does not conform with the land use designations as shown in this Plan or the policies related thereto should, as a general rule, cease to exist over the long term and will not be recognized as a permitted use in the implementing Zoning By-law.

#### 7.8.3.1 Continuation of Use

Continuation of uses that are not permitted in the Zoning By-law have the right to continue indefinitely provided that the use of the property remains the same as on the day the By-law was passed and continues to be used for that purpose.

#### 7.8.3.2 Extension or Enlargement Conditions

At the discretion of the Township, in special instances, it may be desirable to permit the extension or enlargement of a non-conforming use in order to avoid unnecessary hardship. In considering applications to permit an extension or enlargement of a non-conforming use, Council will have regard to the following matters:

- a) The land use designation and policies of this Plan;
- b) The feasibility of acquiring the property pursuant to the *Planning Act*;
- c) The possibility of relocating the use;
- d) The impact of the proposal on the immediate area;
- e) The size of the enlarged operation related to the existing use;
- f) The degree to which any objectionable features of the use may be increased by the proposal;
- g) The possibilities of reducing the objectionable features through landscaping, buffering, etc.;
- h) The adequacy and availability of municipal services;
- i) The impact of the proposal on natural heritage functions, features and linkages;
- g) The effect of existing natural and human made hazards; and
- h) The adequacy and availability of sanitary sewage, storm water management facilities and water services.

#### 7.8.3.3 Replacement or Repair Conditions

Non-conforming uses which have been destroyed or partially destroyed by fire, winds or other natural events, may be replaced or repaired. However, prior to granting permission to repair or replace a non-conforming use in order to minimize the detrimental effects of the non-conforming use, the Township should be satisfied that:

- a) The size of the building or structure to be replaced is the same size as the building or structure destroyed;



- b) If the siting of the non-conforming building or structure is in contravention to one or more provisions of the Zoning By-law, then it shall be a policy of this Plan to encourage the building or structure to be replaced in compliance with the provisions of the Zoning By-law to the extent possible, and in no case shall it further contravene the provisions of the said By-law;
- c) Where the non-conforming use is located in an area designated as a site plan control area pursuant to the Planning Act, the Site Plan Control policies of this Plan will apply;
- d) The possibility of reducing any objectionable features through landscaping and buffering should be encouraged;
- e) The use cannot be relocated;
- f) It is not feasible to acquire the property pursuant to the *Planning Act*;
- g) Sanitary sewage, storm water and water services are adequate; and
- h) where a structure has been destroyed by a natural hazard (flooding / erosion) permission from the appropriate Conservation Authority will be required prior to redevelopment of the site occurs.

## 7.9 Planning Studies

### 7.9.1 Studies by Township

The Township will monitor factors such as population, land use, development trends, economic conditions, housing requirements, the supply, demand and availability of land for various land uses, the preservation and protection of agricultural land and natural heritage features and functions, the adequacy and availability of municipal services and facilities, the applicability of various government assistance programs and the negative impacts attributable to the implementation of any policy of this Plan. The Township may undertake studies to monitor any factors above and ensure an adequate response is provided by the applicable municipal body. Any findings of significance may be incorporated through an Official Plan Amendment, a Secondary Plan, a Zoning By-law Amendment, a By-law or other appropriate method.

### 7.9.2 Studies for Planning Applications

The preparation and submission of one or more studies or reports may be required in support of an application for Official Plan or Zoning By-law Amendment, Site Plan Control Approval, or for draft Plan of Subdivision or Condominium and Consent. Council may require a peer review of any such study by a qualified professional as selected by the Township to be undertaken at the cost of the applicant.

## 7.10 Secondary Plans

The Township may undertake independently or collaboratively with a third party, a Secondary Plan or planning study to delineate and guide development or redevelopment of a specific area. The Secondary Plan will detail additional policies including but not limited to urban design, land uses, transportation and municipal infrastructure. Secondary Plans may be required for, but not limited to, areas of large greenfield or brownfield, residential areas in transition, areas for intensification and growth, and heritage designated areas under protection of the Heritage Act. Stakeholder consultation and community engagement shall be required in accordance with the *Planning Act*.

## 7.11 Community Improvement Plans

Community Improvement Plans (CIPs) will be implemented through the passage of a By-law designating a Community Improvement Project Area, and the preparation of a coinciding Community Improvement Plan in accordance with the *Planning Act*. CIPs are intended to provide area-specific programming, stimulate development or redevelopment and improve the overall vitality of the municipality.

### 7.11.1 Elgincentive Community Improvement Plan

The goal of the Elgincentive Community Improvement Plan is to stimulate economic growth and diversification, to improve quality of place for residents and visitors and sustainability of the tax base. The CIP describes the general eligibility criteria that must be met for financial incentive programs listed. The Township of Southwold may provide funding for, and Elgin County may participate in, any of the following incentive programs during the term of this CIP, subject to the availability of Municipal and County resources:

- a) A Tax Increment Equivalent Grant for Major Projects and Brownfield Development;
- b) A Façade, Signage, and Property Improvement Grant;
- c) A Building Improvement/Restoration Grant;
- d) A Building Conversion/Expansion Grant;
- e) An Energy Efficiency Retrofit Grant;
- f) An Outdoor Art Grant;
- g) A Feasibility, Design, and Study Grant;
- h) An Application and Permit Fees Grant;
- i) A Multiple Property Owners Supplemental Grant;
- j) A Savour Elgin/Elgin Arts Trail Supplemental Grant;
- k) Environmental Study Grant; and
- l) Brownfield Tax Assistance Program.

### 7.11.2 New Community Improvement Plans

The goal of a Community Improvement Plan should be to improve a specific area through maintenance, revitalization, rehabilitation or redevelopment for enhanced livability of the community. A new community improvement plan must include a purpose, goals, objectives, boundary and justification, programs and projects description and appendices with technical justification. The *Planning Act's* minimum requirement for public consultation for the preparation and adoption of Community Improvement Plans must be adhered to.

#### 7.11.2.1 New Community Improvement Plans Criteria

The following criteria may be considered for the development of a new CIP:

- a) Existing built form;
- b) Land use issues;
- c) Transportation and infrastructure issues;
- d) Environmental issues;
- e) Social, economic issues; and
- f) Dilapidated lands or underutilized sites.

## 7.12 Community Benefits

The Township may undertake a Community Benefits Strategy in accordance with section 37 of the *Planning Act*. Following the Community Benefits Strategy, the Township may impose by By-law Community Benefits Charges as specified in the Planning Act.

## 7.13 Parkland Dedication

The Township may pass a Parkland Dedication By-law with alternative rates as required, and in consultation with the applicable authorities, in accordance with the *Planning Act*.

## 7.14 Official Plan Amendments

Council may adopt amendments to the Plan for implementation of a comprehensive review, implementation of changes to and new provincial or regional policies and plans or implementation of planning studies for specific area needs. In general, Official Plan Amendments within 2 years of the completion of this Official Plan are not permitted, however Council may consider amendments within this timeframe provided that:

- a) the original intent and purpose of the Plan is not radically altered;
- b) the amendment is needed and can be justified in light of accepted planning principles;
- c) adequate and full participation of the general public in the deliberations on the merits of the amendment are undertaken; and
- d) the amendment creates an appropriate precedent.

In preparing and adopting all amendments to this Plan, notice of all public meetings shall be given in accordance with the *Planning Act*.

## 7.15 Zoning By-Law Amendment

The Zoning By-law is the legal document that implements the policies of the Official Plan by regulating the use, location, density and design of development in the Township and all land use controls contained within Section 34(1) of the *Planning Act*. All lawfully existing uses that comply with the provisions of this Plan may be recognized in the implementing Zoning By-law. Council will adopt a new Zoning By-law to implement this Plan within 3 years, in accordance with the *Planning Act*. In general, Zoning By-law Amendments within 2 years of the completion of the repeal and replacement of the Zoning By-law are not permitted, however Council may consider amendments within this timeframe provided that:

- a) the original intent and purpose of the Zoning By-law is not radically altered;
- b) the amendment is needed and can be justified in light of accepted planning principles;
- c) adequate and full participation of the general public in the deliberations on the merits of the amendment are undertaken; and
- d) the amendment creates an appropriate precedent.

### 7.15.1 Content of Zoning By-law

Permitted uses, location of uses, area/dimensions, floor area (GFA), density (FSI), portion of occupied lot, density of residential and non-residential land uses, bulk and massing of structure, parking and loading area and requirements, landscaping requirements, any other regulations and requirements are to be regulated through a Zoning By-law as granted by the *Planning Act*.

### 7.15.2 Holding Zones/Provisions

#### 7.15.2.1 “H” Zones

Council may place certain lands in a holding (‘H’ or ‘h’) zone in conjunction with any zoning category under section 36 of the *Planning Act*. The purpose of the holding is for lands zoned for a use that includes conditions to be satisfied prior to any site development or alteration and subject to the Township’s discretion.

#### 7.15.2.2 Lifting of Holding Provision

The conditions that required the Holding symbol must be satisfied in order to remove the Holding symbol. The conditions for the lifting may include, but are not limited to:

- a) Site studies for opportunities and constraints;
- b) Grading the site;
- c) Provision of road infrastructure including but not limited to base, streetlight, signage, traffic controls;
- d) Provision of water;
- e) Wastewater or stormwater servicing for the lands;
- f) Financial requirements of the municipality;
- g) Any other matter within the provisions of the *Planning Act*.

## 7.16 Temporary Use By-Laws

Council may, in a By-law passed pursuant to the *Planning Act*, authorize the temporary use of lands, buildings or structures for any purpose that is otherwise prohibited by the By-law. As these uses will be temporary, this does not have to be limited to uses that conform to the Official Plan. A By-law authorizing a temporary use will define the area to which it applies and the period for which it shall be in effect, not to exceed three years from the date of passing of the By-law. In the case of Garden Suites, the timeline shall be up to 20 years from the date of passing of the By-law and may require an Agreement in accordance with the *Planning Act*. These time periods may be extended by By-law for additional three year terms. The temporary use will not become a legal non-conforming use at the date of expiry of the By-law.

## 7.17 Interim Control By-law

Council may pass an Interim Control By-law(s), in accordance with Section 38 of the *Planning Act*, on any area where a study has been undertaken on the land use planning policies or Zoning regulations. The By-law may limit or prohibit the use of the defined lands affected, until the study is undertaken.

## 7.18 Part Lot Control

Council may pass By-laws in accordance with the *Planning Act* to remove part lot control from all or any part of a registered plan of subdivision. A Part Lot Control By-law has the effect of allowing the conveyance of a portion of a lot without requiring the approval of the land division committee. Part Lot Control By-laws may be repealed, amended or limited to a period of not more than 5 years by Council. Council may use the Part Lot Control By-law to generally avoid, the splitting of lots upon which semi-detached dwellings or street row housing is intended to be built and the re-subdivision of older registered plans of subdivision where no new rights-of-ways are to be created. The Part Lot Control By-laws will be approved by the County of Elgin, in accordance with the *Planning Act*.

### 7.18.1 Exemption from Part-Lot Control

In accordance with the provisions of the *Planning Act*, Council may pass by-laws to exempt all, or parts of registered plans of subdivision from part-lot control. Exemption from part-lot control will not be supported for the creation of a private road which serves free-hold lots

## 7.19 Plans of Subdivision

In addition to those criteria contained in Section 51(24) of the *Planning Act*, Council will evaluate applications for plans of subdivision on the basis of criteria such as, but not limited to, the following:

- a) The plan of subdivision is consistent with the objectives and policies of the Official Plan;
- b) The plan of subdivision can be adequately serviced with water and sewage treatment systems, and without requiring an undue financial commitment from the Township;
- c) The plan of subdivision can be adequately serviced with and makes suitable provision for services including, but not limited to, public streets, water, storm sewers, waste collection and disposal, public utilities, fire and police protection, parks, schools, and other community facilities;
- d) A residential plan of subdivision will not normally be exposed to excessive noise levels or other significant negative impacts associated with nearby activities;
- e) The plan of subdivision is designed to reduce any negative impact on surrounding land uses, the transportation network, or significant natural features;
- f) The plan of subdivision is designed to integrate with adjacent lands having compatible uses.

### 7.19.1 Draft Plan and Final Plan Approval

As a condition of draft plan approval, the Township may require applicants to satisfy certain conditions prior to final approval and registration of the Plan of Subdivision. The applicant may be required to meet conditions of draft approval within a specified time period of 3 years, failing which, draft plan approval may lapse. To provide for the fulfillment of these conditions and for the installation of services according to municipal standards, the Township shall require an applicant to enter into a subdivision agreement prior to final approval of the plan of subdivision. Requests for extensions of the lapsing approval can be considered by the Township, provided there has been evidence of progression on the conditions of approval by the proponent and that the policies of the Plan have changed in direction to impact the development.

## 7.19.2 Plans of Subdivision Deemed not Registered

In accordance with the provisions of the *Planning Act* Council may by by-law deem any part of a registered plan of subdivision not to be a plan of subdivision, in instances where a lot(s) are undevelopable due to constraints and/or generally not altering the character of the plan of subdivision, provided the plan of subdivision has been registered for 8 years or more.

## 7.20 Draft Plan of Condominium

A condominium will be developed with a minimum number of units to sustain independent and adequate operation of the condominium corporation. The minimum number to meet this requirement is approximately ten (10) units, and subject to the Townships' discretion. The Township shall permit all types of condominiums, in accordance with the *Condominium Act*. Common elements of a condominium corporation are permitted provided public ownership by the Township is not required for access, road allowances, servicing or constructing public facilities and services, and/or the conservation and protection of any natural features.

### 7.20.1 Draft Plan and Final Plan Approval

A condition of draft plan of condominium approval may include the satisfaction of conditions prior to final approval and registration of the plan. If the conditions are not within the set time frame of 3 years, the approval will expire and process must resume with a new application filing. The Township requires the proponent to enter into a Condominium Agreement to be registered on title. Requests for extensions of the lapsing approval can be considered by the Township, provided there has been evidence of progression on the conditions of approval by the proponent and that the policies of the Plan have changed in direction to impact the development.

## 7.21 Site Plan Control

Pursuant to section 41 of the *Planning Act*, all lands within the Township are designated as a proposed site plan control area. The Council may, by By-law, designate the whole or any part of the Township as a site plan control area, either geographically or by reference to one or more zones contained in the implementing Zoning By-law. Low density residential development and agricultural buildings and structures are not normally subject to site plan control unless specifically indicated in the implementing Site Plan Control By-law. In certain circumstances where the size and scale of the proposed development have impacts on servicing, traffic, land use compatibility or any other planning matters, the Township may require Site Plan approval, such as for commercial greenhouses, mushroom farms or similar large scale operations. Any development in an area designated as a site plan control area shall not be undertaken unless Council has approved one or both, as Council may determine, of the following:

- a) Plans showing the location of all buildings and structures to be erected and showing the location of all facilities and works to be provided in conjunction therewith and of all facilities and works required under this Section.
- b) Drawings showing plan, elevation and cross-section views for each building to be erected, and displaying;
  - i. The massing and conceptual design of the proposed buildings;
  - ii. The relationship of the proposed building to adjacent buildings, streets, and exterior areas to which members of the public have access;

- iii. The provisions of interior walkways, stairs, elevators to which members of the public have access from streets, open spaces and interior walkways in adjacent buildings;
- iv. Matters relating to exterior design, including without limitation the character, scale, appearance and design features of buildings, and their sustainable design;
- v. Matters relating to exterior access to each building that will contain affordable housing units or to any part of such building;
- vi. The sustainable design elements on any adjoining highway under a municipality's jurisdiction, including without limitation trees, shrubs, hedges, plantings or other ground cover, permeable paving materials, street furniture, curb ramps, waste and recycling containers and bicycle facilities;
- vii. Facilities designed to have regard for accessibility for persons with disabilities.

The Township may develop Site Plan guidelines that can be used by development proponents when preparing their site plans, and by the Township when reviewing site plans.

### 7.21.1 Conditions to Approval of Plans

As a condition to the approval of the plans and drawings, the Township may require the owner of the land to:

- a) Provide to the satisfaction of and at no expense to the Township any or all of the following:
  - i. Widening of highways that abut on the land subject to the *Planning Act*. Widening will be in accordance with the Transportation policies of this Plan;
  - ii. Facilities to provide access and curbing and traffic direction signs, subject to the *Public Transportation and Highway Improvement Act*;
  - iii. Off-street vehicular loading and parking facilities, either covered or uncovered, access driveways for emergency vehicles, and the surfacing of such areas and driveways;
  - iv. Walkways and walkway ramps including surfacing thereof, and all other means of pedestrian access;
  - v. Access for persons with physical disabilities in accordance with the Ontarians with Disabilities Act
  - vi. Facilities for the lighting, including flood-lighting, of the land or of any buildings and structures thereon;
  - vii. Walls, fences, hedges, trees, shrubs or other ground-cover or facilities for the landscaping of the lands or the protection of adjoining lands;
  - viii. Vaults, central storage and collection areas and other facilities and enclosures for the storage of garbage and other waste materials;
  - ix. Easement conveyed to the Township for the construction, maintenance or improvement of watercourses, ditches, land drainage works, sanitary sewage facilities and other public utilities of the Township or local board thereof on the land; and
  - x. Grading or alteration in elevation or contour of the land and provision for the disposal of storm, surface and waste water from the land and from any buildings or structures thereon.
  
- b) Maintain to the satisfaction of the Township and at the sole risk and expense of the owner any or all of the facilities or works, including the removal of snow from access ramps and driveways, parking and loading areas and walkways;

- c) Enter into one or more agreements with the Township dealing with and ensuring the provision and maintenance of any or all of the facilities, works or matters set out in this subsection;
- d) Enter into one or more agreements with the Township ensuring that development proceeds in accordance with the approved plans and drawings. Such agreements may be registered against the land to which they apply; and
- e) Convey part of the land to the Township to the satisfaction of and at no expense to the Township for a public transit right of way.

Prior to the approval of plans and drawings in respect of any development proposed to be undertaken, the County has been advised of the proposed development and afforded opportunity to require the owner of the land to:

- a) Provide to the satisfaction of and at no expense to the County any of the following:
  - i. Widening of highways that are under the jurisdiction of the County that abut the land;
  - ii. Facilities to provide access and curbing and traffic direction signs, where the lands abut a County Road, subject to the *Public Transportation and Highway Improvement Act*;
  - iii. Where the land abuts a County Road, off-street vehicular loading and parking facilities, either covered or uncovered, access driveways, including driveways for emergency vehicles, and surfacing of such areas and driveways;
  - iv. Where the lands abuts a County Road, grading or alteration in elevation or contour of the land in relation to the elevation of the highway and provision for the disposal of storm and surface water from the land; and
  - v. Where the land abuts a County Road, facilities designed to have regard for accessibility for persons with disabilities.
- b) Enter into one or more agreements with the County dealing with and ensuring the provision of any or all of the facilities, works or matters set out in this subsection and the maintenance thereof at the sole risk and expense of the owner, including the removal of snow from access ramps and driveways and parking and loading areas. Such agreements may be registered against the land to which they apply; and
- c) Convey part of the land to the County to the satisfaction of and at no expense to the County for a public transit right of way.

### 7.21.2 Site Plan Agreement

A Site Plan agreement pursuant to the *Planning Act* shall be required in most instances. Financial Security shall be required to ensure due performance.

## 7.22 Committee of Adjustment

### 7.22.1 Minor Variance

When reviewing an application for minor variance, the Committee of Adjustment must consider the following matters and refer to them in its decision:

- a) Whether the requested variance is minor;
- b) Whether the general intent and purpose of the Official Plan is maintained;
- c) Whether the general intent and purpose of the Zoning By-law (or other By-law which implements this Plan) is maintained; and



- d) Whether the minor variance is desirable for the appropriate development or use of the land, building or structure.

The Committee of Adjustment will also consider if the application deals with circumstances not common to the area and would not set a poor precedent for similar requests. The variance shall also not cause any detracting from the amenities or character of nearby properties, or adversely impact parking or traffic conditions. The Committee of Adjustment will consider if any comments were presented by the public or a public agency and if the commented had any influence on the decision.

### 7.22.2 Other Powers

In addition to its powers of Section 7.22.1 of the Plan, the Committee of Adjustment, upon any such application,

- a) Where any land, building or structure, on the day the by-law was passed, was lawfully used for a purpose prohibited by the by-law, may permit
  - i. The enlargement or extension of the building or structure, if the use that was made of the building or structure on the day the by-law was passed, or a use permitted under subclause ii. Continued until the date of the application to the Committee of Adjustment, but no permission may be given to enlarge or extend the building or structure beyond the limits of the land owned and used in connection therewith on the day the by-law was passed; or
  - ii. The use of such land, building or structure for a purpose that, in opinion of the Committee of Adjustment, is similar to the purpose for which it was used on the day the by-law was passed or is more compatible with the uses permitted by the by-law than the purpose for which it is used on the day the by-law was passed, if the use for a purpose prohibited by the by-law or another use for a purpose previously permitted by the Committee of Adjustment continued until the date of the application to the Committee of Adjustment, or
- b) Where the uses of land, buildings or structures permitted in the by-law are defined in general terms, may permit the use of any land, building or structure for any purpose that, in the opinion of the Committee of Adjustment, conforms with the uses permitted in the by-law.

### 7.22.3 Agreements

If the Committee of Adjustment imposes terms and conditions, it may also require the owner of the land to enter into one or more agreements with the Township dealing with some or all of the terms and conditions, and in that case the requirement shall be set out in the decision.

### 7.22.4 Two Year Period Non-Application

In general, Minor Variances within 2 years of the completion of the Zoning By-law are not permitted, however Council may consider minor variances within this timeframe provided that:

- a) the original intent and purpose of the Zoning By-law is not radically altered;
- b) the amendment is needed and can be justified in light of accepted planning principles;
- c) adequate and full participation of the general public in the deliberations on the merits of the amendment are undertaken; and
- d) the amendment creates an appropriate precedent.

## 7.23 Consents

In addition to those criteria contained in Section 51 (24) of the *Planning Act*, the following policies will apply to Land Division within the Township of Southwold:

- a) The size of any lot created must be appropriate for the proposed use having regard to the topography of the land, the siting of proposed buildings, points of access, and compliance with the Zoning By-law.
- b) The lot must front onto and have direct access to an improved public roadway that is maintained on a year-round basis and is of a standard of construction adequate to accommodate the additional traffic generated.
- c) Severance will not be granted where access to the lot will create a traffic hazard because of limited sight lines or proximity to an intersection.
- d) Severance may be granted to adjust lot boundaries or to increase the size of an existing substandard lot, provided that no new undersized lot is created.
- e) The severance must not result in landlocked parcels.
- f) The soil conditions must be appropriate for the services proposed, and all private water supply and/or sewage disposal must meet the requirements of the Province and the Township.
- g) The creation of a lot in an area susceptible to flooding, erosion or any other physical or environmental constraint will not be permitted unless it can be demonstrated that the hazard can be safely addressed in accordance with established standards and procedures, and/or it has been demonstrated that there will be no negative impacts on the natural features or the ecological functions, such as fragmentation, for which the area has been identified and has been approved by the affected Conservation Authority.
- h) As a condition of consent approval, cash payment in lieu of dedication will be required for each new lot created for residential, commercial or industrial purposes.

### 7.23.1 Multiple Consents

In some cases, multiple lot consents to sever may be more appropriate than proceeding through a plan of subdivision. In order to ensure that the multiple severance process does not circumvent proper planning procedures and principles, the following policies apply. Multiple lot consents may be permitted provided that:

- a) The proposed lots front onto an existing road of adequate construction;
- b) Only minor extension of services is required;
- c) The lands are located in a settlement area; and
- d) The total number of lots created by consent from a parcel of land in existence as of October 7, 1985, will generally be limited to a total of five, including the retained lot.

### 7.23.2 Severance Agreement

Any consent for lot creation may be subject to a comprehensive severance agreement entered into with the Township. This agreement would be similar to a subdivision agreement and will ensure provision of services to municipal standards.

### 7.23.3 New Farm Lots

The creation of new farm lots will be permitted where:

- a) The severed and retained lots are of sufficient size for agricultural use, including adequate land for manure utilization from livestock on the property;
- b) The severed and retained lots are of a nature and size, and have soil and drainage characteristics that are suitable to support an efficient farm unit and to provide meaningful on-site farm employment;
- c) The size of the severed and retained lots conforms to the requirements of the Zoning By-law;

### 7.23.4 Agricultural Consent Policies

Land severances in the Agricultural Area may be permitted:

- a) To create rights-of-way;
- b) To enlarge lots provided that:
  - i. The viability of the retained lot as a farm parcel is not threatened;
  - ii. Where the proposed enlargement is for a non-farm use, justification through an amendment to this Plan is required to demonstrate that the land does not comprise a specialty crop area, there is a need within the planning horizon for additional land and there are no reasonable alternative locations for the expansion which avoid prime agricultural areas; and
  - iii. The proposed severance must merge with the lot being enlarged in accordance with Sections 50(3) and (5) of the *Planning Act*.
- c) To consolidate farm holdings;
- d) To allow minor lot adjustments which do not result in the creation of a new lot;
- e) A habitable farm dwelling made surplus to the needs of a farm operation, as a result of farm consolidation, subject to the following conditions:
  - i. The retained farm parcel will be zoned so as to prohibit the construction of any additional dwellings;
  - ii. The non-farm parcel will be zoned to recognize the non-farm residential use; and
  - iii. Minimum Distance Separation I provisions can be met;
- f) For agricultural-related uses, in accordance with Section 4.1.

## 7.24 Capital Works

The construction of all public works within the Township shall be carried out in accordance with the policies of this Plan and within the financial capacity of the Township. Future development will be regulated by this Plan to ensure that the level of expenditure and debt, as compared to revenue and equalized assessment is maintained at equitable levels. Council may:

- a) Restrict development if the amount of development where such development causes an imbalance in the assessment ratio;
- b) Delay any proposed development where it becomes necessary to carry out large scale public works in order to adequately service such developments.

## 8 DEFINITIONS

**Access standards:** means methods or procedures to ensure safe vehicular and pedestrian movement, and access for the maintenance and repair of protection works, during times of *flooding hazards, erosion hazards and/or other water-related hazards*.

**Accessory uses:** A use, separate building or structure, normally incidental, subordinate, exclusively devoted to and located on the same lot as the principal use, building or structure

**Active Transportation:** means human-powered travel, including but not limited to, walking, cycling, inline skating and travel with the use of mobility aids, including motorized wheelchairs and other power-assisted devices moving at a comparable speed.

**Adjacent lands:** means

- a. for the purposes of policy 1.6.8.3, those lands contiguous to existing or planned corridors and transportation facilities where *development* would have a negative impact on the corridor or facility. The extent of the *adjacent lands* may be recommended in guidelines developed by the Province or based on municipal approaches that achieve the same objectives;
- b. for the purposes of policy 2.1.8, those lands contiguous to a specific *natural heritage feature* or area where it is likely that *development* or *site alteration* would have a *negative impact* on the feature or area. The extent of the *adjacent lands* may be recommended by the Province or based on municipal approaches which achieve the same objectives;
- c. for the purposes of policies 2.4.2.2 and 2.5.2.5, those lands contiguous to lands on the surface of known *petroleum resources, mineral deposits, or deposits of mineral aggregate resources* where it is likely that *development* would constrain future access to the resources. The extent of the *adjacent lands* may be recommended by the Province; and
- d. for the purposes of policy 2.6.3, those lands contiguous to a *protected heritage property* or otherwise defined in the municipal official plan.

**Adverse effects:**

as defined in the *Environmental Protection Act*, means one or more of:

- a. impairment of the quality of the natural environment for any use that can be made of it;
- b. injury or damage to property or plant or animal life;
- c. harm or material discomfort to any person;
- d. an adverse effect on the health of any person;
- e. impairment of the safety of any person;
- f. rendering any property or plant or animal life unfit for human use;
- g. loss of enjoyment of normal use of property; and

- h. interference with normal conduct of business.

**Affordable:** means

a) in the case of ownership housing, the least expensive of:

1. housing for which the purchase price results in annual accommodation costs which do not exceed 30 percent of gross annual household income for *low and moderate income households*; or
2. housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the *regional market area*;

b) in the case of rental housing, the least expensive of:

1. a unit for which the rent does not exceed 30 percent of gross annual household income for *low and moderate income households*; or
2. a unit for which the rent is at or below the average market rent of a unit in the *regional market area*.

**Agricultural condition:** means

- a. in regard to *specialty crop areas*, a condition in which substantially the same areas and same average soil capability for agriculture are restored, the same range and productivity of specialty crops common in the area can be achieved, and, where applicable, the microclimate on which the site and surrounding area may be dependent for specialty crop production will be maintained or restored; and
- b. in regard to *prime agricultural land* outside of *specialty crop areas*, a condition in which substantially the same areas and same average soil capability for agriculture are restored.

**Agricultural uses:** means the growing of crops, including nursery, biomass, and horticultural crops; raising of livestock; raising of other animals for food, fur or fibre, including poultry and fish; aquaculture; apiaries; agro-forestry; maple syrup production; and associated on-farm buildings and structures, including, but not limited to livestock facilities, manure storages, value-retaining facilities, and accommodation for full-time farm labour when the size and nature of the operation requires additional employment.

**Agri-tourism uses:** means those farm-related tourism uses, including limited accommodation such as a bed and breakfast, that promote the enjoyment, education or activities related to the farm operation.

**Agriculture-related uses:** means those farm-related commercial and farm-related industrial uses that are directly related to farm operations in the area, support agriculture, benefit from being in close proximity to farm operations, and provide direct products and/or services to farm operations as a primary activity.

**Airports:** means all Ontario airports, including designated lands for future airports, with Noise Exposure Forecast (NEF)/Noise Exposure Projection (NEP) mapping.

**Alternative energy system:** means a system that uses sources of energy or energy conversion processes to produce power, heat and/or cooling that significantly reduces the amount of harmful emissions to the environment (air, earth and water) when compared to conventional energy systems.

**Archaeological resources:** includes artifacts, archaeological sites, marine archaeological sites, as defined under the *Ontario Heritage Act*. The identification and evaluation of such resources are based upon archaeological fieldwork undertaken in accordance with the *Ontario Heritage Act*.

**Areas of archaeological potential:** means areas with the likelihood to contain *archaeological resources*. Methods to identify archaeological potential are established by the Province, but municipal approaches which achieve the same objectives may also be used. The *Ontario Heritage Act* requires archaeological potential to be confirmed through archaeological fieldwork.

**Areas of mineral potential:** means areas favourable to the discovery of *mineral deposits* due to geology, the presence of known *mineral deposits* or other technical evidence.

**Areas of natural and scientific interest (ANSI):** means areas of land and water containing natural landscapes or features that have been identified as having life science or earth science values related to protection, scientific study or education.

**Brownfield sites:** means undeveloped or previously developed properties that may be contaminated. They are usually, but not exclusively, former industrial or commercial properties that may be underutilized, derelict or vacant.

**Built heritage resource:** means a building, structure, monument, installation or any manufactured remnant that contributes to a property's cultural heritage value or interest as identified by a community, including an Aboriginal community. Built heritage resources are generally located on property that has been designated under Parts IV or V of the *Ontario Heritage Act*, or included on local, provincial and/or federal registers.

**Coastal wetland:** means

- a. any *wetland* that is located on one of the Great Lakes or their connecting channels (Lake St. Clair, St. Marys, St. Clair, Detroit, Niagara and St. Lawrence Rivers); or
- b. any other *wetland* that is on a tributary to any of the above-specified water bodies and lies, either wholly or in part, downstream of a line located 2 kilometres upstream of the 1:100 year floodline (plus wave run-up) of the large water body to which the tributary is connected.

**Comprehensive rehabilitation:** means rehabilitation of land from which *mineral aggregate resources* have been extracted that is coordinated and complementary, to the extent possible, with the rehabilitation of other sites in an area where there is a high concentration of *mineral aggregate operations*.

**Comprehensive review:** means

a) for the purposes of policies 1.1.3.8 and 1.3.2.2, an official plan review which is initiated by a planning authority, or an official plan amendment which is initiated or adopted by a planning authority, which:

1. is based on a review of population and employment projections and which reflect projections and allocations by upper-tier municipalities and *provincial plans*, where applicable; considers alternative directions for growth or development; and determines how best to accommodate the development while protecting provincial interests;
2. utilizes opportunities to accommodate projected growth or development through *intensification* and *redevelopment*; and considers physical constraints to accommodating the proposed development within existing *settlement area* boundaries;
3. is integrated with planning for *infrastructure* and *public service facilities*, and considers financial viability over the life cycle of these assets, which may be demonstrated through asset management planning;
4. confirms sufficient water quality, quantity and assimilative capacity of receiving water are available to accommodate the proposed development;
5. confirms that sewage and water services can be provided in accordance with policy 1.6.6; and
6. considers cross-jurisdictional issues.

b) for the purposes of policy 1.1.6, means a review undertaken by a planning authority or comparable body which:

1. addresses long-term population projections, *infrastructure* requirements and related matters;
2. confirms that the lands to be developed do not comprise *specialty crop areas* in accordance with policy 2.3.2; and
3. considers cross-jurisdictional issues.

In undertaking a *comprehensive review* the level of detail of the assessment should correspond with the complexity and scale of the settlement boundary or development proposal.

**Conserved:** means the identification, protection, management and use of *built heritage resources*, *cultural heritage landscapes* and *archaeological resources* in a manner that ensures their cultural heritage value or interest is retained under the *Ontario Heritage Act*. This may be achieved by the implementation of recommendations set out in a conservation plan, archaeological assessment, and/or heritage impact assessment. Mitigative measures and/or alternative development approaches can be included in these plans and assessments.

**Cultural heritage landscape:** means a defined geographical area that may have been modified by human activity and is identified as having cultural heritage value or interest by a community, including an Aboriginal community. The area may involve features such as structures, spaces, archaeological sites or natural elements that are valued together for their interrelationship, meaning or association. Examples may include, but are not limited to, heritage conservation districts designated under the *Ontario Heritage Act*; villages, parks, gardens, battlefields, mainstreets and neighbourhoods, cemeteries, trailways, viewsheds, natural areas and industrial complexes of heritage significance; and areas recognized by federal or international designation authorities (e.g. a National Historic Site or District designation, or a UNESCO World Heritage Site).

**Defined portions of the one hundred year flood level along connecting channels:** means those areas which are critical to the conveyance of the flows associated with the *one hundred year flood level* along the St. Marys, St. Clair, Detroit, Niagara and St. Lawrence Rivers, where *development or site alteration* will create *flooding hazards*, cause updrift and/or downdrift impacts and/or cause adverse environmental impacts.

**Deposits of mineral aggregate resources:** means an area of identified *mineral aggregate resources*, as delineated in Aggregate Resource Inventory Papers or comprehensive studies prepared using evaluation procedures established by the Province for surficial and bedrock resources, as amended from time to time, that has a sufficient quantity and quality to warrant present or future extraction.

**Designated and available:** means lands designated in the official plan for urban residential use. For municipalities where more detailed official plan policies (e.g. secondary plans) are required before development applications can be considered for approval, only lands that have commenced the more detailed planning process are considered to be *designated and available* for the purposes of this definition.

**Designated growth areas:** means lands within *settlement areas* designated in an official plan for growth over the long-term planning horizon provided in policy 1.1.2, but which have not yet been fully developed. *Designated growth areas* include lands which are *designated and available* for residential growth in accordance with policy 1.4.1(a), as well as lands required for employment and other uses.

**Designated vulnerable area:** means areas defined as vulnerable, in accordance with provincial standards, by virtue of their importance as a drinking water source.

**Development:** means the creation of a new lot, a change in land use, or the construction of buildings and structures, requiring approval under the *Planning Act*, but does not include:

- a. activities that create or maintain *infrastructure* authorized under an environmental assessment process;
- b. works subject to the *Drainage Act*; or
- c. for the purposes of policy 2.1.4(a), underground or surface mining of *minerals* or advanced exploration on mining lands in *significant areas of mineral potential* in Ecoregion 5E, where advanced exploration has the same meaning as under the *Mining Act*. Instead, those matters shall be subject to policy 2.1.5(a).

**Dynamic beach hazard:** means areas of inherently unstable accumulations of shoreline sediments along the *Great Lakes - St. Lawrence River System* and *large inland lakes*, as identified by provincial standards, as amended from time to time. The *dynamic beach hazard* limit consists of the *flooding hazard* limit plus a dynamic beach allowance.

**Ecological function:** means the natural processes, products or services that living and non-living environments provide or perform within or between species, ecosystems and landscapes. These may include biological, physical and socio-economic interactions.



**Employment area:** means those areas designated in an official plan for clusters of business and economic activities including, but not limited to, manufacturing, warehousing, offices, and associated retail and ancillary facilities.

**Endangered species:** means a species that is classified as “Endangered Species” on the Species at Risk in Ontario List, as updated and amended from time to time.

**Erosion hazard:** means the loss of land, due to human or natural processes, that poses a threat to life and property. The *erosion hazard* limit is determined using considerations that include the 100 year erosion rate (the average annual rate of recession extended over an one hundred year time span), an allowance for slope stability, and an erosion/erosion access allowance.

**Essential emergency service:** means services which would be impaired during an emergency as a result of flooding, the failure of floodproofing measures and/or protection works, and/or erosion.

**Fish:** means fish, which as defined in the *Fisheries Act*, includes fish, shellfish, crustaceans, and marine animals, at all stages of their life cycles.

**Fish habitat:** as defined in the *Fisheries Act*, means spawning grounds and any other areas, including nursery, rearing, food supply, and migration areas on which fish depend directly or indirectly in order to carry out their life processes.

**Flood fringe:** for *river, stream and small inland lake systems*, means the outer portion of the *flood plain* between the *floodway* and the *flooding hazard* limit. Depths and velocities of flooding are generally less severe in the flood fringe than those experienced in the *floodway*.

**Flood plain:** for *river, stream and small inland lake systems*, means the area, usually low lands adjoining a watercourse, which has been or may be subject to *flooding hazards*.

**Flooding hazard:** means the inundation, under the conditions specified below, of areas adjacent to a shoreline or a river or stream system and not ordinarily covered by water:

- a. along the shorelines of the *Great Lakes - St. Lawrence River System* and *large inland lakes*, the *flooding hazard* limit is based on the *one hundred year flood level* plus an allowance for *wave uprush* and *other water-related hazards*;
- b. along *river, stream and small inland lake systems*, the *flooding hazard* limit is the greater of:
  1. the flood resulting from the rainfall actually experienced during a major storm such as the Hurricane Hazel storm (1954) or the Timmins storm (1961), transposed over a specific watershed and combined with the local conditions where evidence suggests that the storm event could have potentially occurred over watersheds in the general area;
  2. the *one hundred year flood*; and
  3. a flood which is greater than 1. or 2. which was actually experienced in a particular watershed or portion thereof as a result of ice jams and which has been approved as the standard for that specific area by the Minister of Natural Resources;

except where the use of the *one hundred year flood* or the actually experienced event has been approved by the Minister of Natural Resources as the standard for a specific watershed (where the past history of flooding supports the lowering of the standard).

**Floodproofing standard:** means the combination of measures incorporated into the basic design and/or construction of buildings, structures, or properties to reduce or eliminate *flooding hazards, wave uprush and other water-related hazards* along the shorelines of the *Great Lakes - St. Lawrence River System* and *large inland lakes*, and *flooding hazards* along *river, stream and small inland lake systems*.

**Floodway:** for *river, stream and small inland lake systems*, means the portion of the *flood plain* where *development* and *site alteration* would cause a danger to public health and safety or property damage.

Where the one zone concept is applied, the *floodway* is the entire contiguous *flood plain*.

Where the *two zone concept* is applied, the *floodway* is the contiguous inner portion of the *flood plain*, representing that area required for the safe passage of flood flow and/or that area where flood depths and/or velocities are considered to be such that they pose a potential threat to life and/or property damage. Where the two zone concept applies, the outer portion of the *flood plain* is called the *flood fringe*.

**Freight-supportive:** in regard to land use patterns, means transportation systems and facilities that facilitate the movement of goods. This includes policies or programs intended to support efficient freight movement through the planning, design and operation of land use and transportation systems. Approaches may be recommended in guidelines developed by the Province or based on municipal approaches that achieve the same objectives.

**Great Lakes - St. Lawrence River System:** means the major water system consisting of Lakes Superior, Huron, St. Clair, Erie and Ontario and their connecting channels, and the St. Lawrence River within the boundaries of the Province of Ontario.

**Green infrastructure:** means natural and human-made elements that provide ecological and hydrological functions and processes. *Green infrastructure* can include components such as natural heritage features and systems, parklands, stormwater management systems, street trees, urban forests, natural channels, permeable surfaces, and green roofs

**Ground water feature:** refers to water-related features in the earth's subsurface, including recharge/discharge areas, water tables, aquifers and unsaturated zones that can be defined by surface and subsurface hydrogeologic investigations.

**Habitat of endangered species and threatened species:** means habitat within the meaning of Section 2 of the Endangered Species Act, 2007.

- a. with respect to a species listed on the Species at Risk in Ontario List as an endangered or threatened species for which a regulation made under clause 55(1)(a) of the *Endangered Species Act, 2007* is in force, the area prescribed by that regulation as the habitat of the species;
- b. with respect to any other species listed on the Species at Risk in Ontario List as an endangered or threatened species, an area on which the species depends, directly or indirectly, to carry on

its life processes, including life processes such as reproduction, rearing, hibernation, migration or feeding, as approved by the Ontario Ministry of Natural Resources and Forestry; and

places in the areas described in clause (a) or (b), whichever is applicable, that are used by members of the species as dens, nests, hibernacula or other residences.

**Hazardous forest types for wildland fire:** means forest types assessed as being associated with the risk of high to extreme wildland fire using risk assessment tools established by the Ontario Ministry of Natural Resources and Forestry, as amended from time to time.

**Hazardous lands:** means property or lands that could be unsafe for development due to naturally occurring processes. Along the shorelines of the *Great Lakes - St. Lawrence River System*, this means the land, including that covered by water, between the international boundary, where applicable, and the furthest landward limit of the *flooding hazard, erosion hazard or dynamic beach hazard* limits. Along the shorelines of *large inland lakes*, this means the land, including that covered by water, between a defined offshore distance or depth and the furthest landward limit of the *flooding hazard, erosion hazard or dynamic beach hazard* limits. Along *river, stream and small inland lake systems*, this means the land, including that covered by water, to the furthest landward limit of the *flooding hazard or erosion hazard* limits.

**Hazardous sites:** means property or lands that could be unsafe for *development and site alteration* due to naturally occurring hazards. These may include unstable soils (sensitive marine clays [leda], organic soils) or unstable bedrock (karst topography).

**Hazardous substances:** means substances which, individually, or in combination with other substances, are normally considered to pose a danger to public health, safety and the environment. These substances generally include a wide array of materials that are toxic, ignitable, corrosive, reactive, radioactive or pathological.

**Heritage attributes:** means the principal features or elements that contribute to a *protected heritage property's* cultural heritage value or interest, and may include the property's built or manufactured elements, as well as natural landforms, vegetation, water features, and its visual setting (including significant views or vistas to or from a *protected heritage property*).

**High quality:** means primary and secondary sand and gravel resources and bedrock resources as defined in the Aggregate Resource Inventory Papers (ARIP).

**Home Occupation:** means an occupation that provides a service as an accessory use within a dwelling unit performed by one or more of its residents. Such activities may include but are not limited to services performed by an accountant, architect, auditor, dentist, medical practitioner, engineer, insurance agent, land surveyor, lawyer, realtor, planner, hairdresser or a provider of private home daycare.

**Hydrologic function:** means the functions of the hydrological cycle that include the occurrence, circulation, distribution and chemical and physical properties of water on the surface of the land, in the soil and underlying rocks, and in the atmosphere, and water's interaction with the environment including its relation to living things.

**Individual on-site sewage services:** means sewage systems, as defined in O. Reg. 332/12 under the *Building Code Act, 1992* that are owned, operated and managed by the owner of the property upon which the system is located.

**Individual on-site water services:** means individual, autonomous water supply systems that are owned, operated and managed by the owner of the property upon which the system is located.

**Infrastructure:** means physical structures (facilities and corridors) that form the foundation for development. *Infrastructure* includes: sewage and water systems, septage treatment systems, stormwater management systems, waste management systems, electricity generation facilities, electricity transmission and distribution systems, communications/telecommunications, transit and transportation corridors and facilities, oil and gas pipelines and associated facilities.

**Institutional use:** for the purposes of policy 3.1.5, means land uses where there is a threat to the safe evacuation of vulnerable populations such as older persons, persons with disabilities, and those who are sick or young, during an emergency as a result of flooding, failure of floodproofing measures or protection works, or erosion.

**Intensification:** means the development of a property, site or area at a higher density than currently exists through:

- a. *redevelopment*, including the reuse of *brownfield sites*;
- b. the development of vacant and/or underutilized lots within previously developed areas;
- c. infill development; and
- d. the expansion or conversion of existing buildings.

**Large inland lakes:** means those waterbodies having a surface area of equal to or greater than 100 square kilometres where there is not a measurable or predictable response to a single runoff event.

**Legal or technical reasons:** means severances for purposes such as easements, corrections of deeds, quit claims, and minor boundary adjustments, which do not result in the creation of a new lot.

**Low and moderate income households:** means

- a. in the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the *regional market area*; or
- b. in the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the *regional market area*.

**Major facilities:** means facilities which may require separation from *sensitive land uses*, including but not limited to airports, transportation infrastructure and corridors, *rail facilities*, *marine facilities*, sewage treatment facilities, *waste management systems*, oil and gas pipelines, industries, energy generation facilities and transmission systems, and resource extraction activities.

**Major goods movement facilities and corridors:** means transportation facilities and corridors associated with the inter- and intra-provincial movement of goods. Examples include: inter-modal facilities, ports, *airports*, *rail facilities*, truck terminals, freight corridors, freight facilities, and haul routes and

primary transportation corridors used for the movement of goods. Approaches that are freight-supportive may be recommended in guidelines developed by the Province or based on municipal approaches that achieve the same objectives.

**Marine facilities:** means ferries, harbours, ports, ferry terminals, canals and associated uses, including designated lands for future *marine facilities*.

**Mine hazard:** means any feature of a mine as defined under the *Mining Act*, or any related disturbance of the ground that has not been rehabilitated.

**Minerals:** means metallic minerals and non-metallic minerals as herein defined, but does not include *mineral aggregate resources* or *petroleum resources*.

Metallic minerals means those minerals from which metals (e.g. copper, nickel, gold) are derived.

Non-metallic minerals means those minerals that are of value for intrinsic properties of the minerals themselves and not as a source of metal. They are generally synonymous with industrial minerals (e.g. asbestos, graphite, kyanite, mica, nepheline syenite, salt, talc, and wollastonite).

**Mineral aggregate operation:** means

- a. lands under license or permit, other than for *wayside pits and quarries*, issued in accordance with the *Aggregate Resources Act*;
- b. for lands not designated under the *Aggregate Resources Act*, established pits and quarries that are not in contravention of municipal zoning by-laws and including adjacent land under agreement with or owned by the operator, to permit continuation of the operation; and
- c. associated facilities used in extraction, transport, beneficiation, processing or recycling of *mineral aggregate resources* and derived products such as asphalt and concrete, or the production of secondary related products.

**Mineral aggregate resources:** means gravel, sand, clay, earth, shale, stone, limestone, dolostone, sandstone, marble, granite, rock or other material prescribed under the *Aggregate Resources Act* suitable for construction, industrial, manufacturing and maintenance purposes but does not include metallic ores, asbestos, graphite, kyanite, mica, nepheline syenite, salt, talc, wollastonite, mine tailings or other material prescribed under the *Mining Act*.

**Mineral aggregate resource conservation:** means

- a. the recovery and recycling of manufactured materials derived from mineral aggregates (e.g. glass, porcelain, brick, concrete, asphalt, slag, etc.), for re-use in construction, manufacturing, industrial or maintenance projects as a substitute for new mineral aggregates; and
- b. the wise use of mineral aggregates including utilization or extraction of on-site *mineral aggregate resources* prior to development occurring.

**Mineral deposits:** means areas of identified *minerals* that have sufficient quantity and quality based on specific geological evidence to warrant present or future extraction.

**Mineral mining operation:** means mining operations and associated facilities, or, past producing mines with remaining mineral development potential that have not been permanently rehabilitated to another use.

**Minimum distance separation formulae:** means formulae and guidelines developed by the Province, as amended from time to time, to separate uses so as to reduce incompatibility concerns about odour from livestock facilities.

**Multimodal transportation system:** means a transportation system which may include several forms of transportation such as automobiles, walking, trucks, cycling, buses, rapid transit, rail (such as commuter and freight), air and marine.

**Municipal sewage services:** means a sewage works within the meaning of Section 1 of the *Ontario Water Resources Act* that is owned or operated by a municipality.

**Municipal water services:** means a municipal drinking-water system within the meaning of Section 2 of the *Safe Drinking Water Act, 2002*.

**Natural heritage features and areas:** means features and areas, including *significant wetlands, significant coastal wetlands, other coastal wetlands* in Ecoregions 5E, 6E and 7E, *fish habitat, significant woodlands* and *significant valleylands* in Ecoregions 6E and 7E (excluding islands in Lake Huron and the St. Marys River), *habitat of endangered species and threatened species, significant wildlife habitat*, and *significant areas of natural and scientific interest*, which are important for their environmental and social values as a legacy of the natural landscapes of an area.

**Natural heritage system:** means a system made up of *natural heritage features and areas*, and linkages intended to provide connectivity (at the regional or site level) and support natural processes which are necessary to maintain biological and geological diversity, natural functions, viable populations of indigenous species, and ecosystems. These systems can include *natural heritage features and areas*, federal and provincial parks and conservation reserves, other natural heritage features, lands that have been restored or have the potential to be restored to a natural state, areas that support hydrologic functions, and working landscapes that enable ecological functions to continue. The Province has a recommended approach for identifying *natural heritage systems*, but municipal approaches that achieve or exceed the same objective may also be used.

**Negative impacts:** means

- a. in regard to policy 1.6.6.4 and 1.6.6.5, degradation to the *quality and quantity of water, sensitive surface water features* and *sensitive ground water features*, and their related *hydrologic functions*, due to single, multiple or successive *development*. *Negative impacts* should be assessed through environmental studies including hydrogeological or water quality impact assessments, in accordance with provincial standards;
- b. in regard to policy 2.2, degradation to the *quality and quantity of water, sensitive surface water features* and *sensitive ground water features*, and their related *hydrologic functions*, due to single, multiple or successive *development* or *site alteration* activities;

- c. in regard to *fish habitat*, any permanent alteration to, or destruction of *fish habitat*, except where, in conjunction with the appropriate authorities, it has been authorized under the *Fisheries Act*; and
- d. in regard to other *natural heritage features and areas*, degradation that threatens the health and integrity of the natural features or *ecological functions* for which an area is identified due to single, multiple or successive *development* or *site alteration* activities.

**Normal farm practices:** means a practice, as defined in the *Farming and Food Production Protection Act, 1998*, that is conducted in a manner consistent with proper and acceptable customs and standards as established and followed by similar agricultural operations under similar circumstances; or makes use of innovative technology in a manner consistent with proper advanced farm management practices. Normal farm practices shall be consistent with the *Nutrient Management Act, 2002* and regulations made under that Act.

**Oil, gas and salt hazards:** means any feature of a well or work as defined under the *Oil, Gas and Salt Resources Act*, or any related disturbance of the ground that has not been rehabilitated.

**On-farm diversified uses:** means uses that are secondary to the principal agricultural use of the property, and are limited in area. *On-farm diversified uses* include, but are not limited to, home occupations, , *agri-tourism uses*, and uses that produce value-added agricultural products.

**One hundred year flood:** *for river, stream and small inland lake systems*, means that flood, based on an analysis of precipitation, snow melt, or a combination thereof, having a return period of 100 years on average, or having a 1% chance of occurring or being exceeded in any given year.

**One hundred year flood level:** means

- a. for the shorelines of the Great Lakes, the peak instantaneous stillwater level, resulting from combinations of mean monthly lake levels and wind setups, which has a 1% chance of being equalled or exceeded in any given year;
- b. in the connecting channels (St. Mary's, St. Clair, Detroit, Niagara and St. Lawrence Rivers), the peak instantaneous stillwater level which has a 1% chance of being equalled or exceeded in any given year; and
- c. for large inland lakes, lake levels and wind setups that have a 1% chance of being equalled or exceeded in any given year, except that, where sufficient water level records do not exist, the one hundred year flood level is based on the highest known water level and wind setups.

**Other water-related hazards:** means water-associated phenomena other than *flooding hazards* and *wave uprush* which act on shorelines. This includes, but is not limited to ship-generated waves, ice piling and ice jamming.

**Partial services:** means

- a. *municipal sewage services* or *private communal sewage services* and *individual on-site water services*; or

- b. *municipal water services or private communal water services and individual on-site sewage services.*

**Petroleum resource operations:** means oil, gas and salt wells and associated facilities and other drilling operations, oil field fluid disposal wells and associated facilities, and wells and facilities for the underground storage of natural gas and other hydrocarbons.

**Petroleum resources:** means oil, gas, and salt (extracted by solution mining method) and formation water resources which have been identified through exploration and verified by preliminary drilling or other forms of investigation. This may include sites of former operations where resources are still present or former sites that may be converted to underground storage for natural gas or other hydrocarbons.

**Planned corridors:** means corridors or future corridors which are required to meet projected needs, and are identified through *provincial plans*, preferred alignment(s) determined through the *Environmental Assessment Act* process, or identified through planning studies where the Ontario Ministry of Transportation is actively pursuing the identification of a corridor. Approaches for the protection of *planned corridors* may be recommended in guidelines developed by the Province.

**Portable asphalt plant:** means a facility

- a. with equipment designed to heat and dry aggregate and to mix aggregate with bituminous asphalt to produce asphalt paving material, and includes stockpiling and storage of bulk materials used in the process; and
- b. which is not of permanent construction, but which is to be dismantled at the completion of the construction project.

**Portable concrete plant:** means a building or structure

- a. with equipment designed to mix cementing materials, aggregate, water and admixtures to produce concrete, and includes stockpiling and storage of bulk materials used in the process; and
- b. which is not of permanent construction, but which is designed to be dismantled at the completion of the construction project.

**Prime agricultural area:** means areas where *prime agricultural lands* predominate. This includes areas of *prime agricultural lands* and associated Canada Land Inventory Class 4 through 7 lands, and additional areas where there is a local concentration of farms which exhibit characteristics of ongoing agriculture. *Prime agricultural areas* may be identified by the Ontario Ministry of Agriculture and Food using guidelines developed by the Province as amended from time to time. A *prime agricultural area* may also be identified through an alternative agricultural land evaluation system approved by the Province.

**Prime agricultural land:** means *specialty crop areas* and/or Canada Land Inventory Class 1, 2, and 3 lands, as amended from time to time, in this order of priority for protection.



**Private communal sewage services:** means a sewage works within the meaning of Section 1 of the *Ontario Water Resources Act* that serves six or more lots or private residences and is not owned by a municipality.

**Private communal water services:** means a non-municipal drinking-water system within the meaning of Section 2 of the *Safe Drinking Water Act, 2002* that serves six or more lots or private residences.

**Protected heritage property:** means property designated under Parts IV, V or VI of the *Ontario Heritage Act*; property subject to a heritage conservation easement under Parts II or IV of the *Ontario Heritage Act*; property identified by the Province and prescribed public bodies as provincial heritage property under the Standards and Guidelines for Conservation of Provincial Heritage Properties; property protected under federal legislation, and UNESCO World Heritage Sites.

**Protection works standards:** means the combination of non-structural or structural works and allowances for slope stability and flooding/erosion to reduce the damage caused by *flooding hazards*, *erosion hazards* and *other water-related hazards*, and to allow access for their maintenance and repair.

**Provincial and federal requirements:** means

- a. in regard to policy 1.6.11.2, legislation, regulations, policies and standards administered by the federal or provincial governments for the purpose of protecting the environment from potential impacts associated with energy systems and ensuring that the necessary approvals are obtained;
- b. in regard to policy 2.1.6, legislation and policies administered by the federal or provincial governments for the purpose of fisheries protection (including *fish and fish habitat*), and related, scientifically established standards such as water quality criteria for protecting lake trout populations; and
- c. in regard to policy 2.1.7, legislation and policies administered by the provincial government or federal government, where applicable, for the purpose of protecting species at risk and their habitat.

**Provincial plan:** means a provincial plan within the meaning of section 1 of the *Planning Act*.

**Public service facilities:** means land, buildings and structures for the provision of programs and services provided or subsidized by a government or other body, such as social assistance, recreation, police and fire protection, health and educational programs, and cultural services. *Public service facilities* do not include *infrastructure*.

**Quality and quantity of water:** is measured by indicators associated with hydrologic function such as minimum base flow, depth to water table, aquifer pressure, oxygen levels, suspended solids, temperature, bacteria, nutrients and hazardous contaminants, and hydrologic regime.

**Rail facilities:** means rail corridors, rail sidings, train stations, inter-modal facilities, rail yards and associated uses, including designated lands for future *rail facilities*.

**Recreation:** means leisure time activity undertaken in built or natural settings for purposes of physical activity, health benefits, sport participation and skill development, personal enjoyment, positive social interaction and the achievement of human potential.

**Redevelopment:** means the creation of new units, uses or lots on previously developed land in existing communities, including *brownfield sites*.

**Regional market area:** refers to an area that has a high degree of social and economic interaction. The upper or single-tier municipality, or planning area, will normally serve as the *regional market area*. However, where a *regional market area* extends significantly beyond these boundaries, then the *regional market area* may be based on the larger market area. Where *regional market areas* are very large and sparsely populated, a smaller area, if defined in an official plan, may be utilized.

**Renewable energy source:** means an energy source that is renewed by natural processes and includes wind, water, biomass, biogas, biofuel, solar energy, geothermal energy and tidal forces.

**Renewable energy system:** means a system that generates electricity, heat and/or cooling from a *renewable energy source*.

**Reserve sewage system capacity:** means design or planned capacity in a centralized waste water treatment facility which is not yet committed to existing or approved development. For the purposes of policy 1.6.6.6, reserve capacity for *private communal sewage services* and *individual on-site sewage services* is considered sufficient if the hauled sewage from the development can be treated and land-applied on agricultural land under the *Nutrient Management Act*, or disposed of at sites approved under the *Environmental Protection Act* or the *Ontario Water Resources Act*, but not by land-applying untreated, hauled sewage.

**Reserve water system capacity:** means design or planned capacity in a centralized water treatment facility which is not yet committed to existing or approved development.

**Residence surplus to a farming operation:** means an existing habitable farm residence that is rendered surplus as a result of farm consolidation (the acquisition of additional farm parcels to be operated as one farm operation).

**Residential intensification:** means intensification of a property, site or area which results in a net increase in residential units or accommodation and includes:

- a. redevelopment, including the redevelopment of *brownfield sites*;
- b. the development of vacant or underutilized lots within previously developed areas;
- c. infill development;
- d. the conversion or expansion of existing industrial, commercial and institutional buildings for residential use; and
- e. the conversion or expansion of existing residential buildings to create new residential units or accommodation, including accessory apartments, secondary suites and rooming houses.

**River, stream and small inland lake systems:** means all watercourses, rivers, streams, and small inland lakes or waterbodies that have a measurable or predictable response to a single runoff event.

**Rural areas:** means a system of lands within municipalities that may include *rural settlement areas*, *rural lands*, *prime agricultural areas*, *natural heritage features and areas*, and resource areas.

**Rural lands:** means lands which are located outside *settlement areas* and which are outside *prime agricultural areas*.

**Sensitive:** in regard to *surface water features* and *ground water features*, means areas that are particularly susceptible to impacts from activities or events including, but not limited to, water withdrawals, and additions of pollutants.

**Sensitive land uses:** means buildings, amenity areas, or outdoor spaces where routine or normal activities occurring at reasonably expected times would experience one or more *adverse effects* from contaminant discharges generated by a nearby *major facility*. *Sensitive land uses* may be a part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, and educational and health facilities.

**Settlement areas:**

means urban areas and rural settlement areas within municipalities (such as cities, towns, villages and hamlets) that are:

- a. built up areas where development is concentrated and which have a mix of land uses; and
- b. lands which have been designated in an official plan for development over the long term planning horizon provided for in policy 1.1.2. In cases where land in *designated growth areas* is not available, the *settlement area* may be no larger than the area where development is concentrated.

**Sewage and water services:** includes *municipal sewage services* and *municipal water services*, *private communal sewage services* and *private communal water services*, *individual on-site sewage services* and *individual on-site water services*, and *partial services*.

**Significant:** means

- a. in regard to *wetlands*, *coastal wetlands* and *areas of natural and scientific interest*, an area identified as provincially significant by the Ontario Ministry of Natural Resources and Forestry using evaluation procedures established by the Province, as amended from time to time;
- b. in regard to *woodlands*, an area which is ecologically important in terms of features such as species composition, age of trees and stand history; functionally important due to its contribution to the broader landscape because of its location, size or due to the amount of forest cover in the planning area; or economically important due to site quality, species composition, or past management history. These are to be identified using criteria established by the Ontario Ministry of Natural Resources and Forestry;
- c. in regard to other features and areas in policy 2.1, ecologically important in terms of features, functions, representation or amount, and contributing to the quality and diversity of an identifiable geographic area or *natural heritage system*;
- d. in regard to *mineral* potential, an area identified as provincially significant through evaluation procedures developed by the Province, as amended from time to time, such as the Provincially Significant Mineral Potential Index; and

- e. in regard to cultural heritage and archaeology, resources that have been determined to have cultural heritage value or interest. Processes and criteria for determining cultural heritage value or interest are established by the Province under the authority of the Ontario Heritage Act.

Criteria for determining significance for the resources identified in sections (c)-(e) are recommended by the Province, but municipal approaches that achieve or exceed the same objective may also be used.

While some significant resources may already be identified and inventoried by official sources, the significance of others can only be determined after evaluation.

**Site alteration:** means activities, such as grading, excavation and the placement of fill that would change the landform and natural vegetative characteristics of a site.

For the purposes of policy 2.1.4(a), *site alteration* does not include underground or surface mining of *minerals* or advanced exploration on mining lands in *significant areas of mineral potential* in Ecoregion 5E, where advanced exploration has the same meaning as in the *Mining Act*. Instead, those matters shall be subject to policy 2.1.5(a).

**Special needs:** means any housing, including dedicated facilities, in whole or in part, that is used by people who have specific needs beyond economic needs, including but not limited to, needs such as mobility requirements or support functions required for daily living. Examples of *special needs* housing may include, but are not limited to, housing for persons with disabilities such as physical, sensory or mental health disabilities, and housing for older persons.

**Special policy area:** means an area within a community that has historically existed in the *flood plain* and where site-specific policies, approved by both the Ministers of Natural Resources and Municipal Affairs and Housing, are intended to provide for the continued viability of existing uses (which are generally on a small scale) and address the significant social and economic hardships to the community that would result from strict adherence to provincial policies concerning *development*. The criteria and procedures for approval are established by the Province.

A *Special Policy Area* is not intended to allow for new or intensified *development* and site alteration, if a community has feasible opportunities for *development* outside the *flood plain*.

**Specialty crop area:** means areas designated using guidelines developed by the Province, as amended from time to time. In these areas, specialty crops are predominantly grown such as tender fruits (peaches, cherries, plums), grapes, other fruit crops, vegetable crops, greenhouse crops, and crops from agriculturally developed organic soil, usually resulting from:

- a. soils that have suitability to produce specialty crops, or lands that are subject to special climatic conditions, or a combination of both;
- b. farmers skilled in the production of specialty crops; and
- c. a long-term investment of capital in areas such as crops, drainage, infrastructure and related facilities and services to produce, store, or process specialty crops.

**Surface water feature:** means water-related features on the earth's surface, including headwaters, rivers, stream channels, inland lakes, seepage areas, recharge/discharge areas, springs, wetlands, and

associated riparian lands that can be defined by their soil moisture, soil type, vegetation or topographic characteristics.

**Threatened species:** means a species that is listed or categorized as a “Threatened Species” on the Ontario Ministry of Natural Resources and Forestry official species at risk list, as updated and amended from time to time.

**Transit-supportive:** in regard to land use patterns, means development that makes transit viable and improves the quality of the experience of using transit. It often refers to compact, mixed-use development that has a high level of employment and residential densities. Approaches may be recommended in guidelines developed by the Province or based on municipal approaches that achieve the same objectives.

**Transportation demand management:** means a set of strategies that result in more efficient use of the *transportation system* by influencing travel behaviour by mode, time of day, frequency, trip length, regulation, route, or cost.

**Transportation system:** means a system consisting of facilities, corridors and rights-of-way for the movement of people and goods, and associated transportation facilities including transit stops and stations, sidewalks, cycle lanes, bus lanes, high occupancy vehicle lanes, *rail facilities*, parking facilities, park’n’ride lots, service centres, rest stops, vehicle inspection stations, inter-modal facilities, harbours, *airports*, *marine facilities*, ferries, canals and associated facilities such as storage and maintenance.

**Two zone concept:** means an approach to *flood plain* management where the *flood plain* is differentiated in two parts: the *floodway* and the *flood fringe*.

**Valleylands:** means a natural area that occurs in a valley or other landform depression that has water flowing through or standing for some period of the year.

**Vulnerable:** means surface and/or groundwater that can be easily changed or impacted.

**Waste management system:** means sites and facilities to accommodate solid waste from one or more municipalities and includes recycling facilities, transfer stations, processing sites and disposal sites.

**Watershed:** means an area that is drained by a river and its tributaries.

**Wave uprush:** means the rush of water up onto a shoreline or structure following the breaking of a wave; the limit of wave uprush is the point of furthest landward rush of water onto the shoreline.

**Wayside pits and quarries:** means a temporary pit or quarry opened and used by or for a public authority solely for the purpose of a particular project or contract of road construction and not located on the road right-of-way.

**Wetlands:** means lands that are seasonally or permanently covered by shallow water, as well as lands where the water table is close to or at the surface. In either case the presence of abundant water has caused the formation of hydric soils and has favoured the dominance of either hydrophytic plants or water tolerant plants. The four major types of wetlands are swamps, marshes, bogs and fens.

Periodically soaked or wet lands being used for agricultural purposes which no longer exhibit wetland characteristics are not considered to be wetlands for the purposes of this definition.

**Wildlife fire assessment and mitigation standards:** means the combination of risk assessment tools and environmentally appropriate mitigation measures identified by the Ontario Ministry of Natural Resources and Forestry to be incorporated into the design, construction and/or modification of buildings, structures, properties and/or communities to reduce the risk to public safety, infrastructure and property from wildland fire.

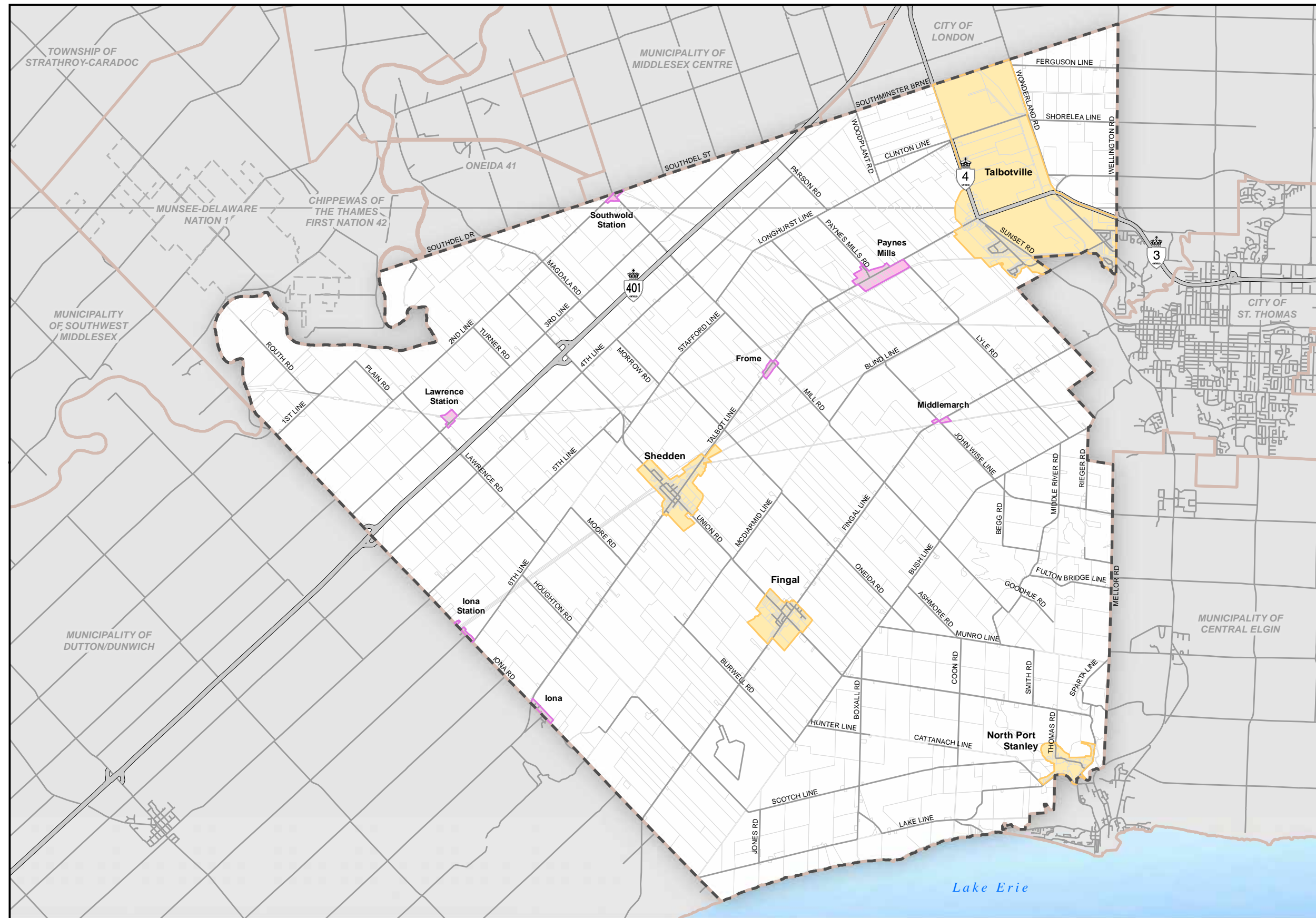
**Wildlife habitat:** means areas where plants, animals and other organisms live, and find adequate amounts of food, water, shelter and space needed to sustain their populations. Specific wildlife habitats of concern may include areas where species concentrate at a vulnerable point in their annual or life cycle; and areas which are important to migratory or non-migratory species.

**Woodlands:** means treed areas that provide environmental and economic benefits to both the private landowner and the general public, such as erosion prevention, hydrological and nutrient cycling, provision of clean air and the long-term storage of carbon, provision of wildlife habitat, outdoor recreational opportunities, and the sustainable harvest of a wide range of woodland products. *Woodlands* include treed areas, woodlots or forested areas and vary in their level of significance at the local, regional and provincial levels. *Woodlands* may be delineated according to the Forestry Act definition or the Province's Ecological Land Classification system definition for "forest."

# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## MUNICIPAL STRUCTURE

### SCHEDULE 1

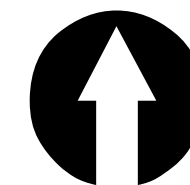


#### Municipal Structure

- Agricultural Area
- Settlement Areas
- Hamlets

#### Base Mapping

- Highway
- Roads
- Parcels
- Township of Southwold
- Municipal Boundaries



**NORTH**

Map Prepared by: PFM  
Dillon Consulting Limited  
Map Checked by: PJK  
Dillon Consulting Limited

October 18, 2021

Scale 1:100,000

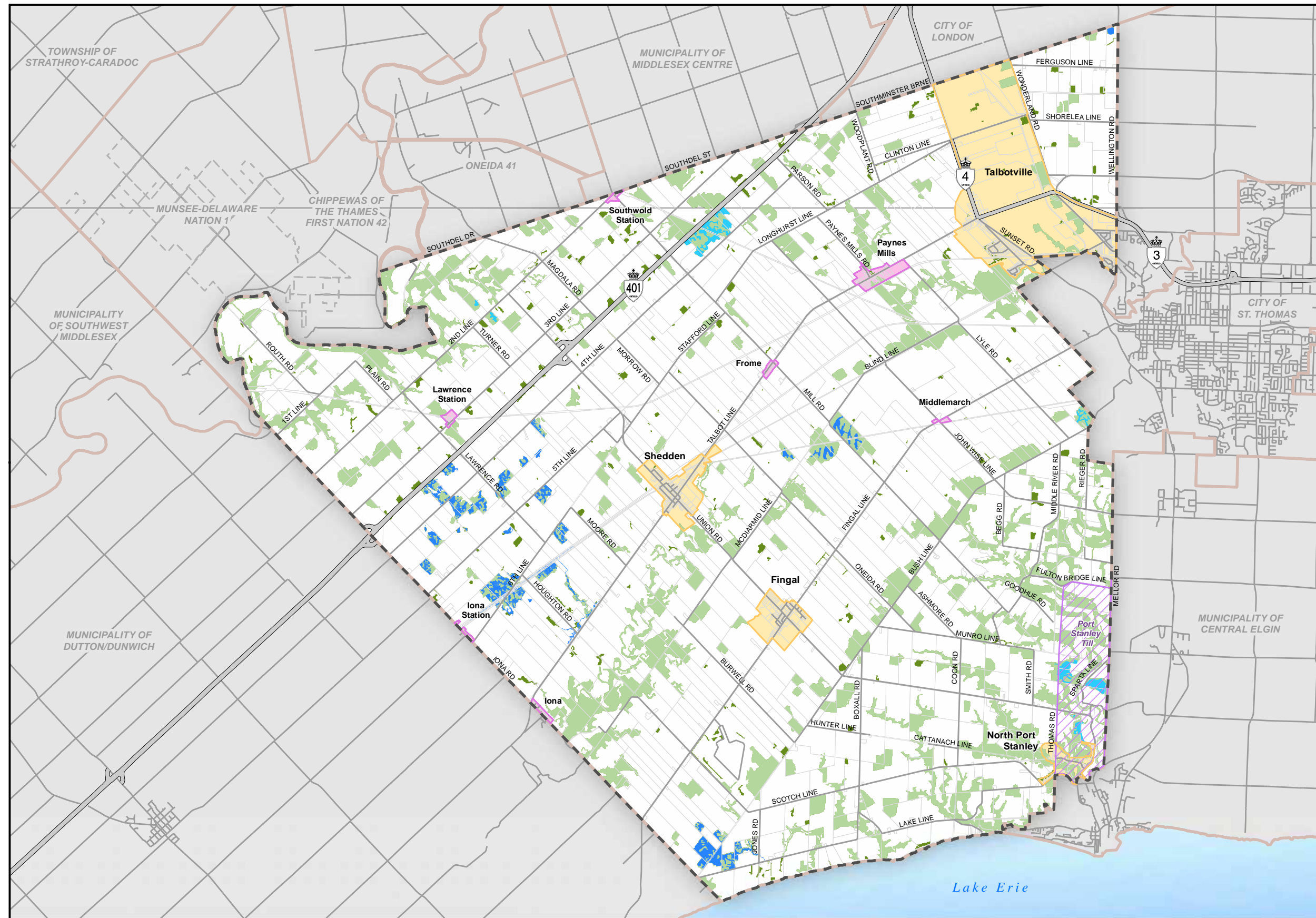
Kilometers



# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## NATURAL HERITAGE FEATURES

### SCHEDULE 2

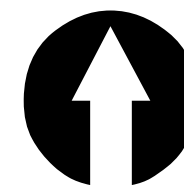


#### Natural Heritage Features

- Significant Woodlands
- Woodlands
- Provincially Significant Wetlands
- Wetlands
- Areas of Natural and Scientific Interest

#### Base Mapping

- Highway
- Roads
- Parcels
- Settlement Areas
- Hamlets
- Township of Southwold
- Municipal Boundaries

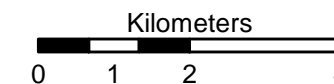


**NORTH**

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October 18, 2021

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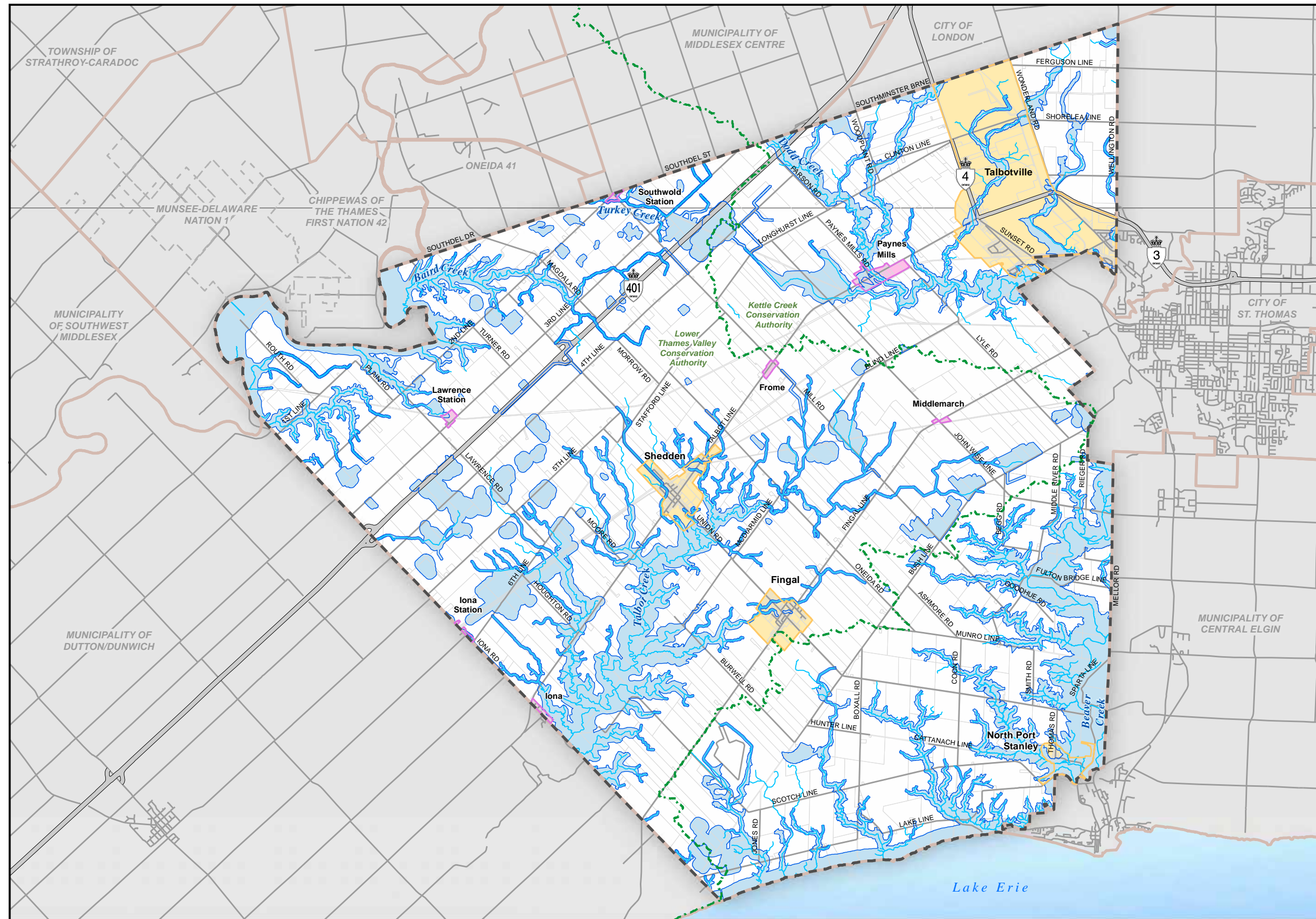




# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## NATURAL HAZARDS

### SCHEDULE 3

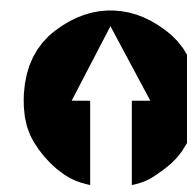


#### Natural Hazards

- Hazardous Lands
- Conservation Authority Regulation Limit Area
- Conservation Authority Jurisdictions

#### Base Mapping

- Highway
- Roads
- Watercourses
- Parcels
- Settlement Areas
- Hamlets
- Township of Southwold
- Municipal Boundaries

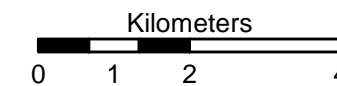


**NORTH**

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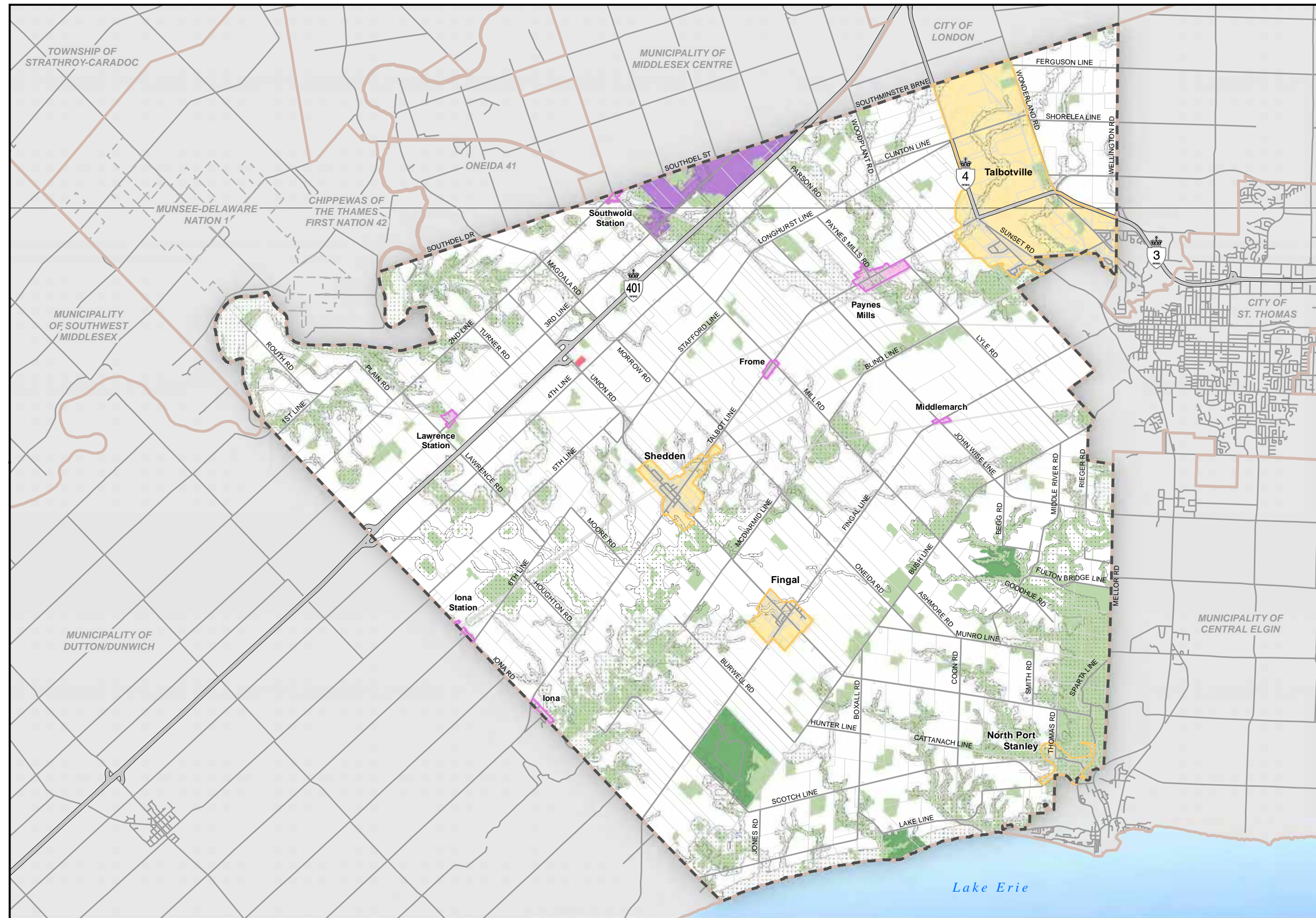
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# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## SOUTHWOLD LAND USE

### SCHEDULE 4

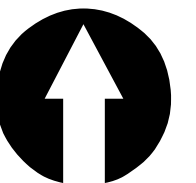


#### Land Use

- Agricultural Area
- Highway Service Commercial Centre
- Waste Management
- Open Space
- Natural Heritage Features
- Hazard Lands (Overlay)

#### Base Mapping

- Highway
- Roads
- Parcels
- Settlement Areas
- Hamlets
- Township of Southwold
- Municipal Boundaries

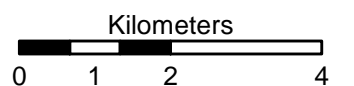


**NORTH**

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Map Checked by: PJK  
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October 18, 2021

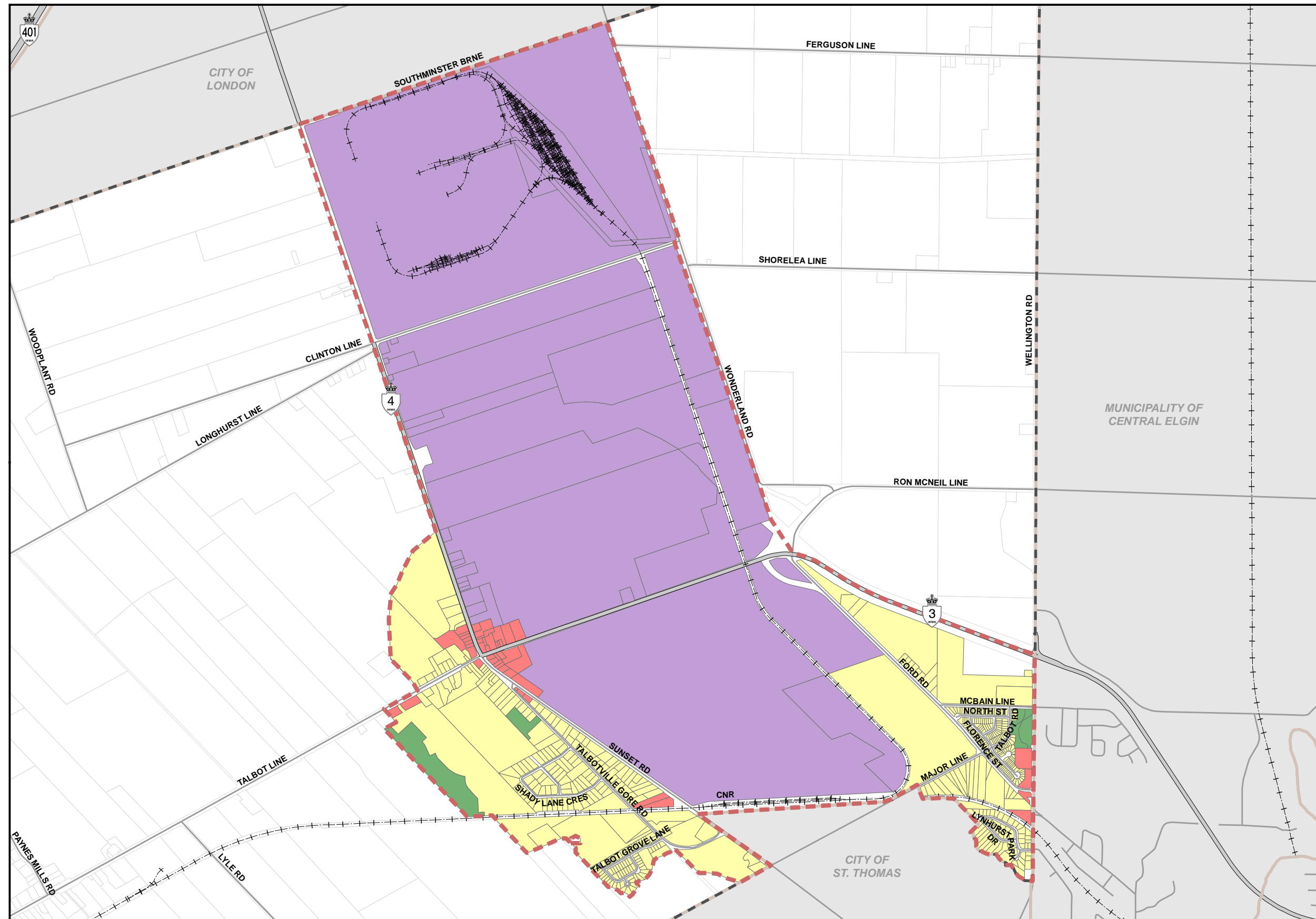
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# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## TALBOTVILLE LAND USE

### SCHEDULE 4A

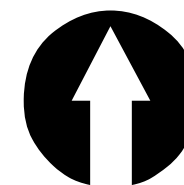


#### Land Use

- Residential
- General Commercial
- Industrial
- Open Space

#### Base Mapping

- Highway
- Roads
- Railway
- Parcels
- Settlement Area Boundary (Proposed)
- Township of Southwold
- Municipal Boundaries

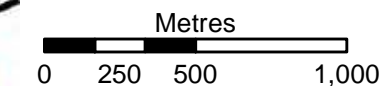


**NORTH**

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Dillon Consulting Limited  
Map Checked by: PJK  
Dillon Consulting Limited

October 18, 2021

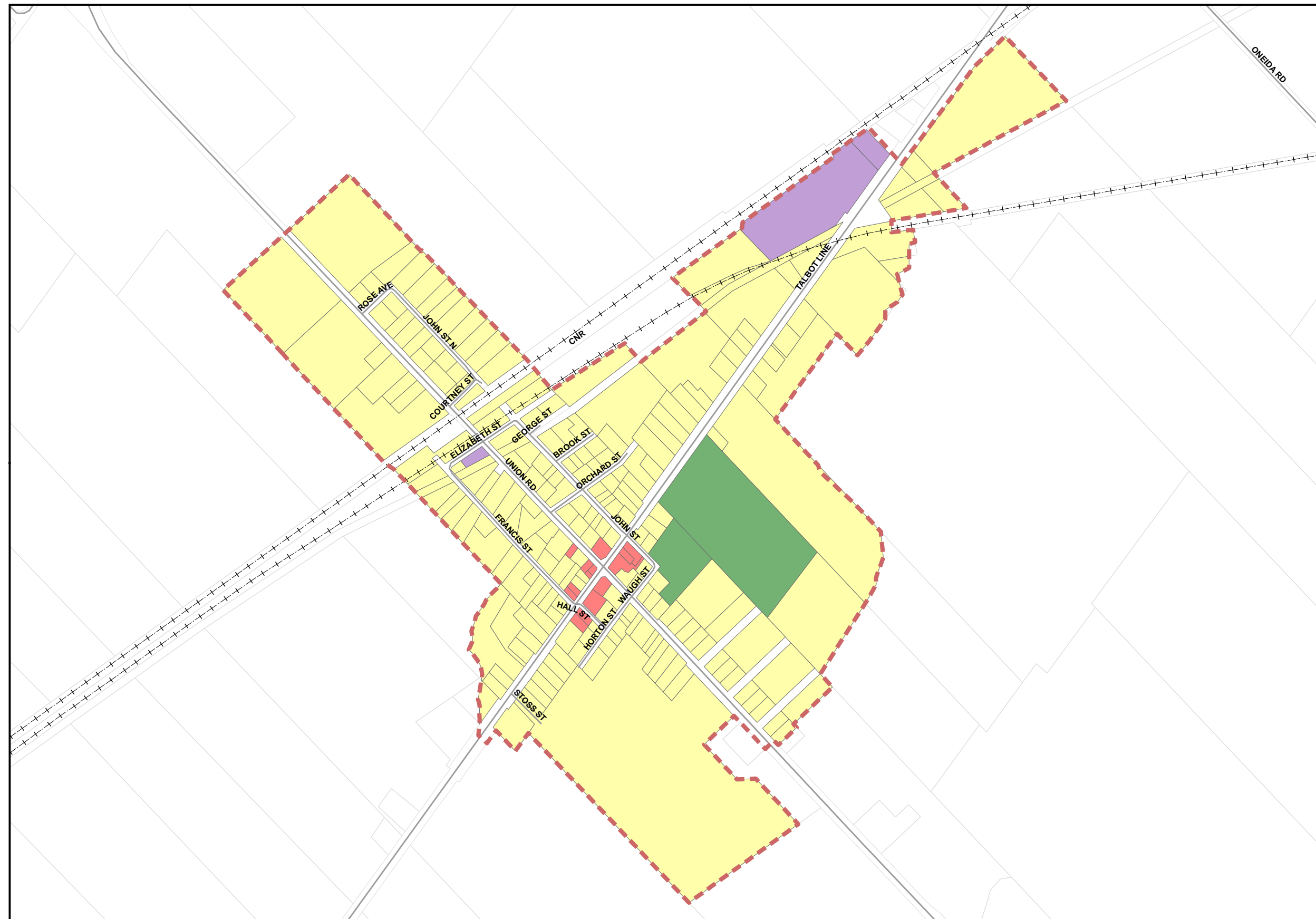
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# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## SHEDDEN LAND USE

### SCHEDULE 4B

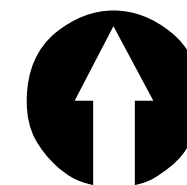


#### Land Use

- Residential
- General Commercial
- Industrial
- Open Space

#### Base Mapping

- Roads
- Railway
- Parcels
- Settlement Area Boundary (Proposed)
- Township of Southwold
- Municipal Boundaries



**NORTH**

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Map Checked by: PJK  
Dillon Consulting Limited

November 11, 2021

Scale 1:10,000

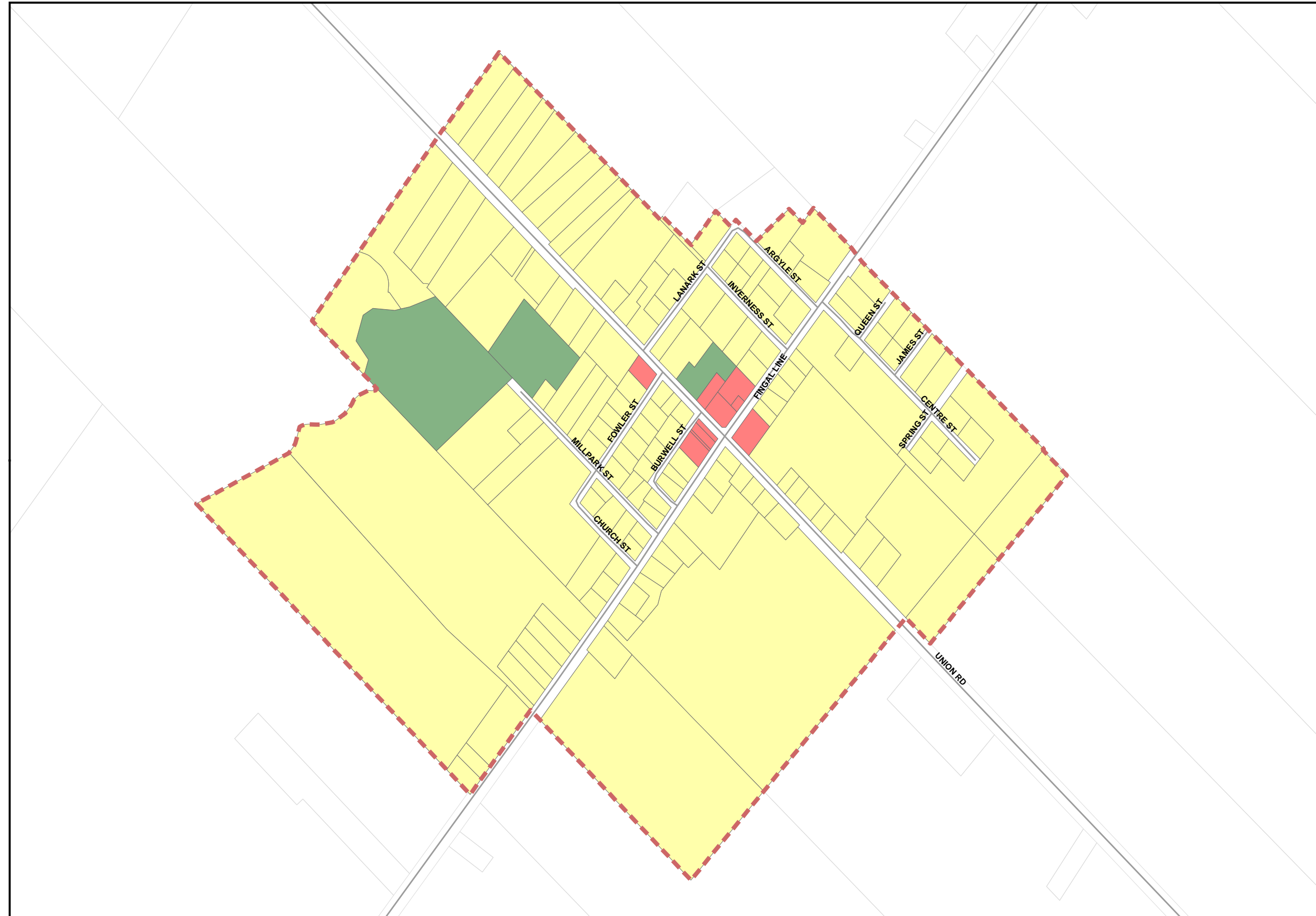
Metres



# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## FINGAL LAND USE

### SCHEDULE 4C

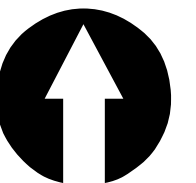


#### Land Use

- Residential
- General Commercial
- Open Space

#### Base Mapping

- Roads
- Parcels
- Settlement Area Boundary (Proposed)
- Municipal Boundaries

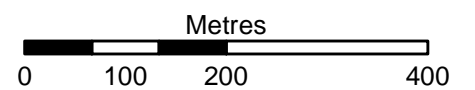


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Map Checked by: PJK  
Dillon Consulting Limited

October 18, 2021

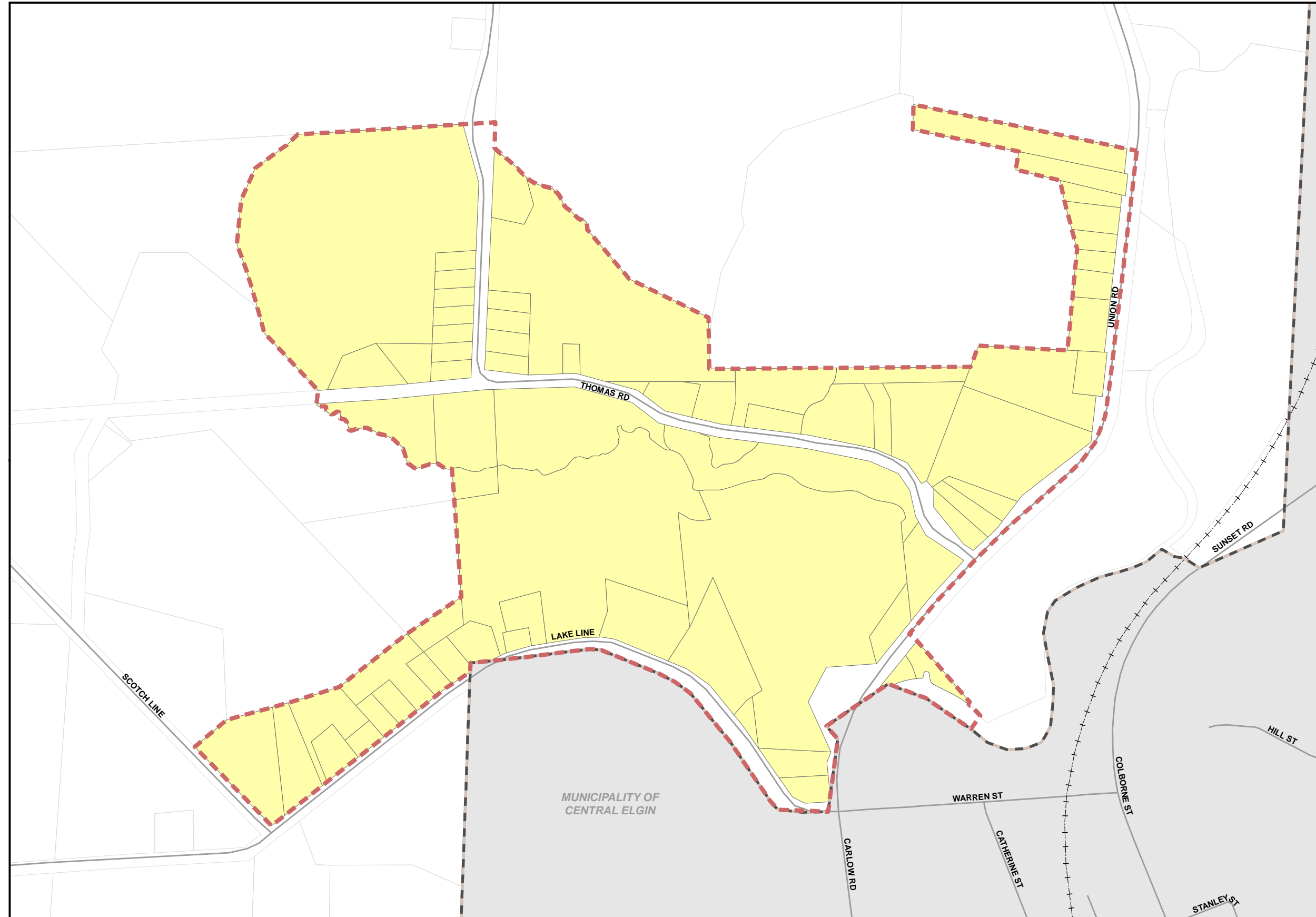
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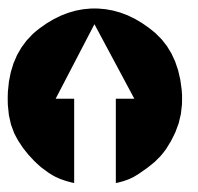
# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## NORTH PORT STANLEY

### SCHEDULE 4D



- Land Use**
  - Residential
- Base Mapping**
  - Roads
  - Railway
  - Parcels
  - Settlement Area Boundary (Proposed)
  - Township of Southwold
  - Municipal Boundaries

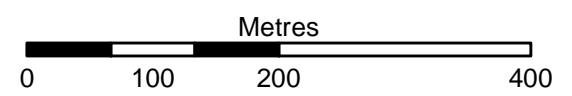


**NORTH**

Map Prepared by: PFM  
Dillon Consulting Limited  
Map Checked by: PJK  
Dillon Consulting Limited

October 18, 2021

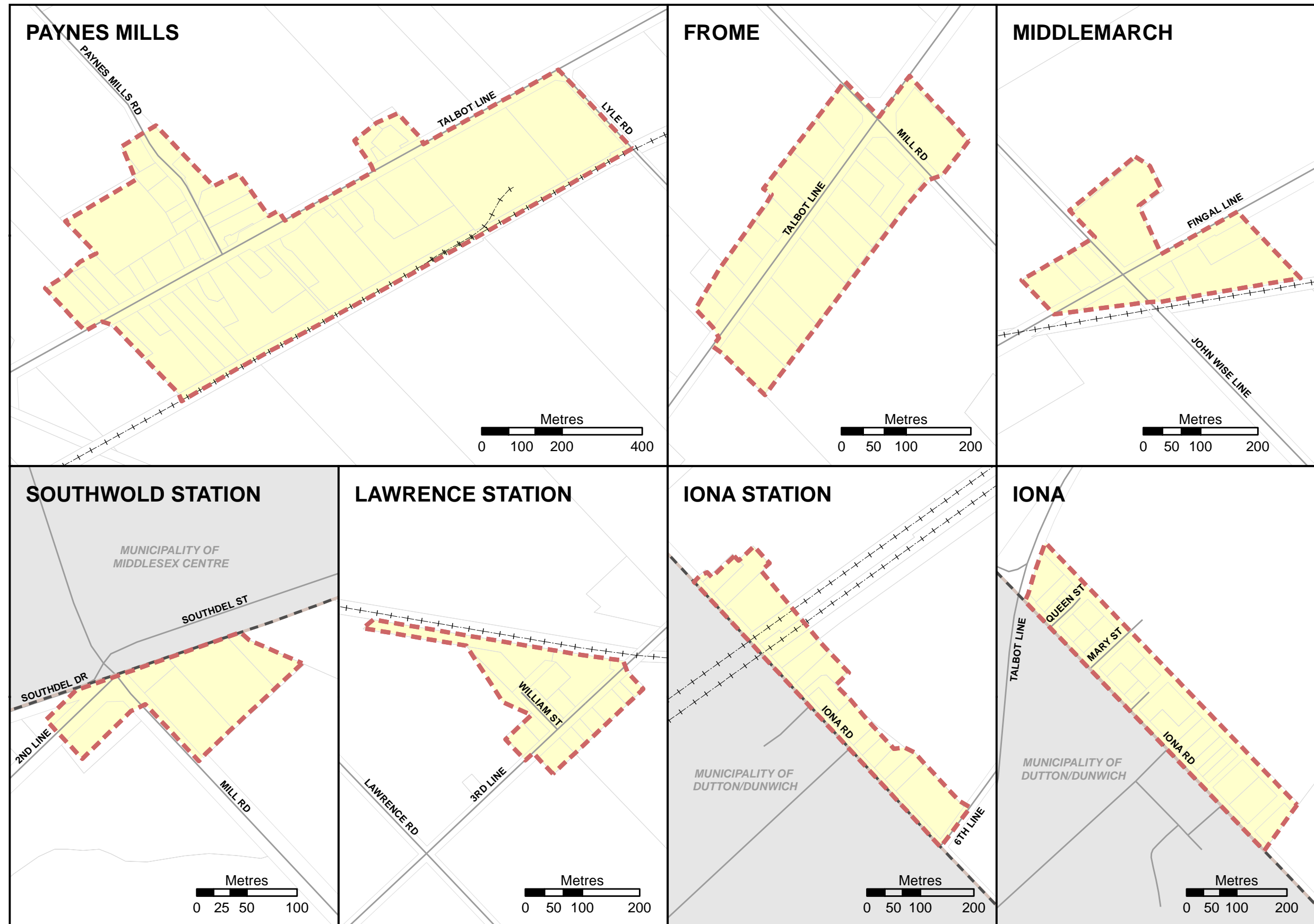
Scale 1:6,000



# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## HAMLET SETTLEMENT AREA BOUNDARIES

### SCHEDULE 4E



#### Base Mapping

- Roads
- Railway
- Parcels
- Settlement Area Boundary
- Township of Southwold
- Municipal Boundaries



Map Prepared by: PFM  
 Dillon Consulting Limited  
 Map Checked by: PJK  
 Dillon Consulting Limited



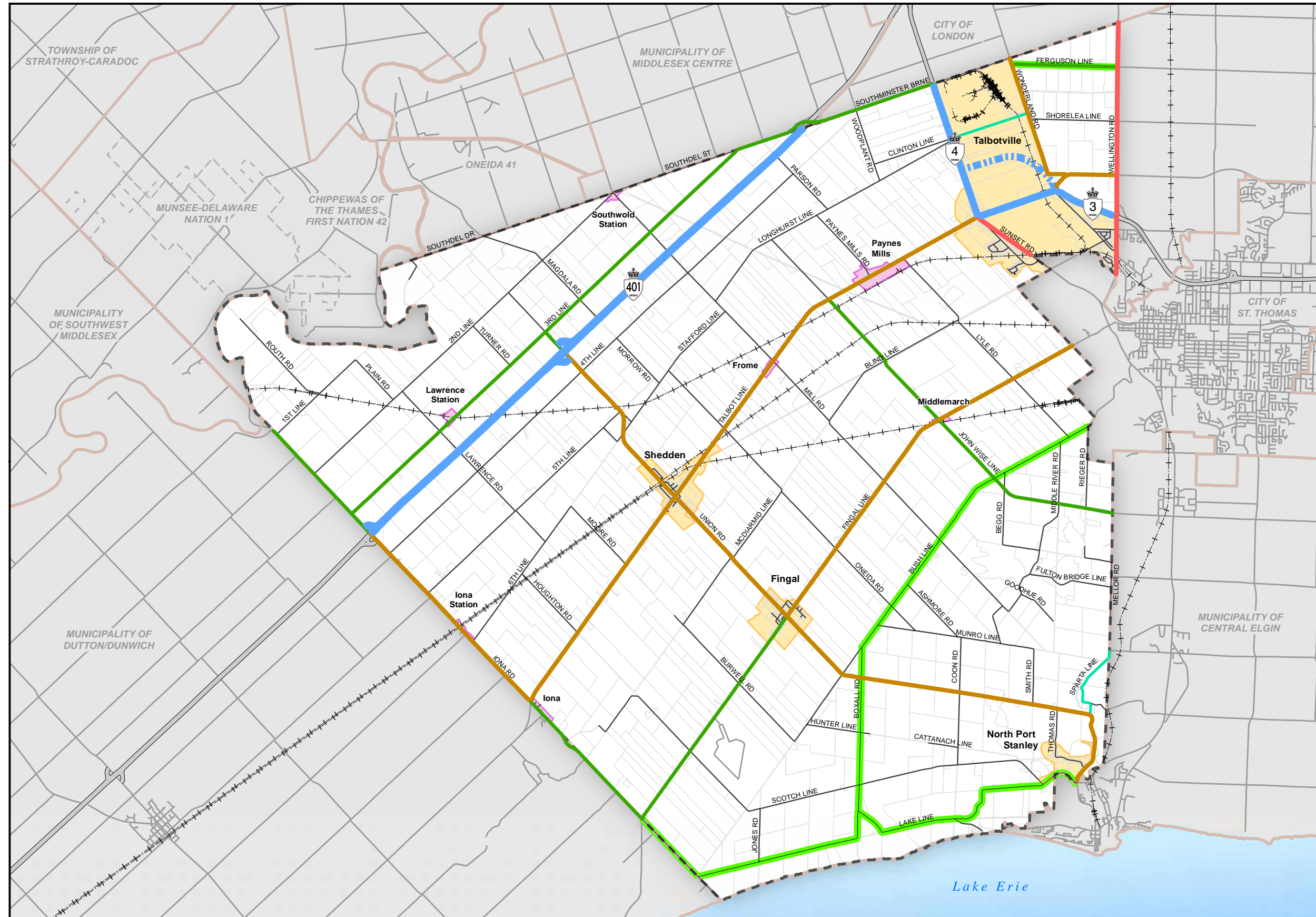
October 18, 2021

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# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

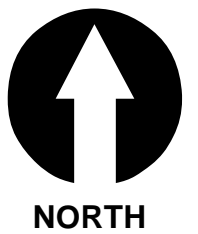
## TRANSPORTATION

### SCHEDULE 5



- Transportation**
- Provincial Highway
  - - - MTO Right of Way
  - Major Arterial (County Road)
  - Minor Arterial (County Road)
  - Collector (County Road)
  - Local (County Road)
  - Local Road
  - - - Railway
  - County of Elgin, Cycling Network

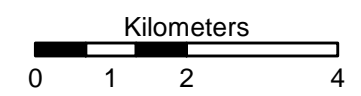
- Base Mapping**
- Highway
  - Roads
  - Parcels
  - + Settlement Areas
  - + Hamlets
  - - - Township of Southwold
  - Municipal Boundaries



Map Prepared by: PFM  
Dillon Consulting Limited  
Map Checked by: PJK  
Dillon Consulting Limited

November 02, 2021

Scale 1:100,000

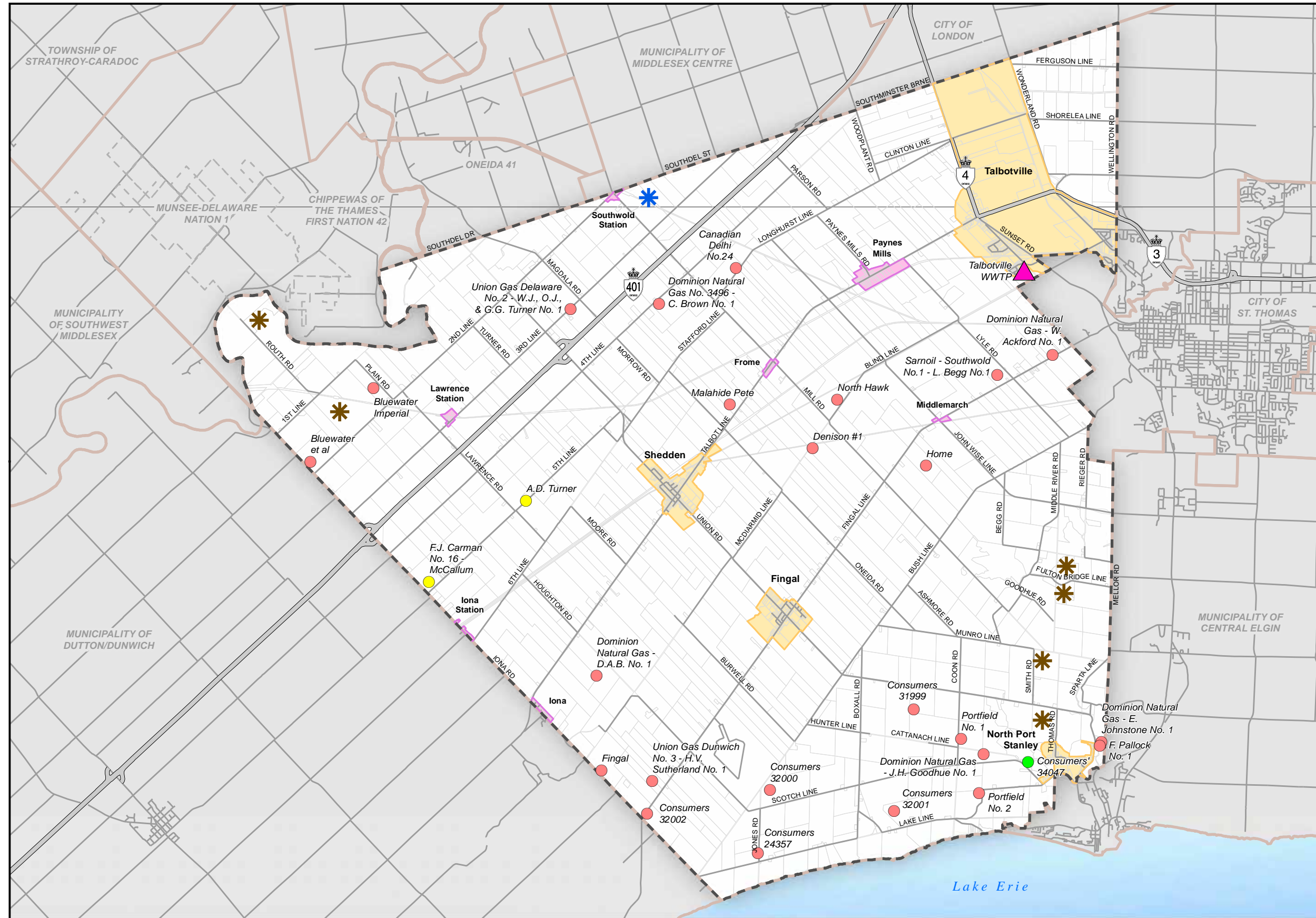




# TOWNSHIP OF SOUTHWOLD OFFICIAL PLAN

## PETROLEUM RESOURCES AND CLOSED WASTE DISPOSAL SITES

### SCHEDULE 6

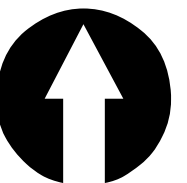


#### Site Location

- Wastewater Treatment Plant
- Landfills**
- Active Waste Disposal
- Former Waste Disposal
- Petroleum Wells**
- Active Well
- Unknown
- Abandoned Well

#### Base Mapping

- Highway
- Roads
- Parcels
- Settlement Areas
- Hamlets
- Township of Southwold
- Municipal Boundaries

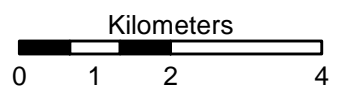


**NORTH**

Map Prepared by: PFM  
Dillon Consulting Limited  
Map Checked by: PJK  
Dillon Consulting Limited

October 18, 2021

Scale 1:100,000



# APPENDIX 1

## ENVIRONMENTAL IMPACT STUDY

The determination of the scope and content of an Environmental Impact Study (EIS) shall be in general accordance with the guidelines set out in this appendix and be agreed to in advance with the appropriate agencies and shall be scoped as required. The area under study shall generally include the lands that are subject of the application and any lands that may be subject to impacts from the proposed development. Once agreement on the scope of the EIS is determined, all or some of the items below may need to be carried out:

- a) a description of the proposed undertaking; a three season survey of trees, shrubs and herbaceous vegetation on-site and classification of community types using criteria as standardized by the Ecological Land Classification for Southern Ontario (Lee, et al., 1998);
- b) a three season survey of bird, mammal and reptile and amphibian species and an assessment of potential wildlife species based on available habitat types with the bird survey being undertaken during the peak period for migratory and breeding bird activity (i.e. May and June for Breeding Bird Activities and May to October for peak migratory activity);
- c) a description which identifies and confirms candidate and significant wildlife habitat;
- d) a list based on the above mentioned inventories, of any vegetation or wildlife species observed and reported on-site that are designated rare, threatened or endangered by a government agency as well as a map illustrating the features and their locations;
- e) a description of the location and characteristics of all wetlands, all permanent and intermittent watercourses or waterbodies and the associated quality and type of aquatic or fish habitat (e.g., cold / warm water) including observed and recorded fish species present with reference to fish sampling data or benthic/invertebrate studies should accompany the field data on watercourses/fisheries.
- f) preparation of a wetland evaluation in accordance with the Ministry of Natural Resources and Forestry evaluation system. In all cases, the Ministry of Natural Resources and Forestry is responsible for reviewing and approving the wetland evaluations;
- g) an overview of site geology, topography and soil types, including data obtained from hand-augered holes or test pits;
- h) an overview of site hydrology describing recharge and discharge areas, and characteristics of existing or new wells;
- i) a discussion of existing and proposed sources of potential contamination (e.g. gas stations, machinery repair operations, etc.);

Township of Southwold  
2021 Official Plan:

- j) a description of ecological functions and interrelationships for each natural heritage feature (e.g., ground water discharge maintaining a cold water trout stream, wildlife passage corridors, provision of habitat for rare species, vegetation of steeply-sloped lands that function to prevent erosion, etc.);
- k) how the proposed use affects the possibility of linking components of the significant natural heritage features and natural heritage system by natural corridors that may or may not be identified on the schedules to this Plan; and,
- l) a Management Plan (MP) identifying how the adverse effects will be avoided over the construction period and the life of the undertaking and how environmental features and functions will be enhanced where appropriate and describing the net effect of the undertaking after implementation of the MP. The MP shall also establish the limits of buffers and setbacks adjacent to watercourses, waterbodies, valleys, wetlands and vegetation to protect the natural feature and its attributes and/or function from the effects of development. Performance measures, monitoring and adaptive management (where appropriate) may also need to be considered.

As required, an EIS should also include mapping development in relation to natural heritage features should include known significant natural heritage features, the property boundary, the study area/adjacent lands and all components of the project proposal.

Any EIS shall describe what changes the proposed development and/or site alteration will have on the following, if applicable:

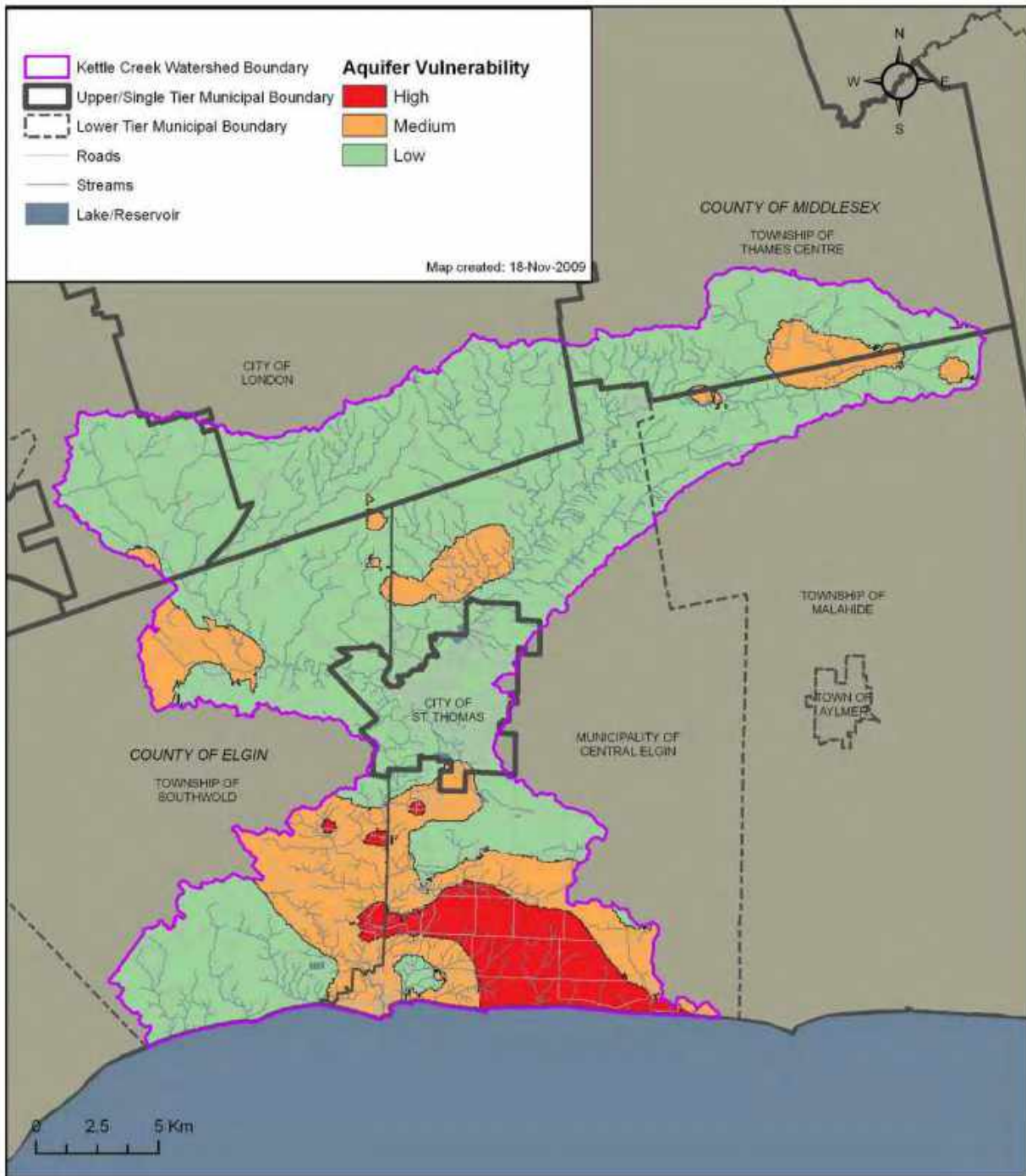
- a) significant natural heritage features
- b) ground and surface water recharge and discharge;
- c) predicted ground water use and potential for interference with nearby wells (e.g., well yield, water quality);
- d) ground water quality or quantity as it affects the natural environment (e.g. discharge to surface, aquifer conditions);
- e) surface water quality and quantity (e.g., sedimentation, temperature, flow volume);
- f) terrestrial wildlife habitat quantity or quality (e.g., loss of deer wintering yards, cover for wildlife movement, increased potential for bank erosion);
- g) aquatic or fish habitat quantity or quality (e.g., water warming from removal of stream bank vegetation, potential for destruction or alteration of a fisheries resource);
- h) wildlife movement corridors;
- i) the ecological function of the natural environmental features;
- j) noise and traffic levels and their impacts on wildlife as compared to existing conditions (e.g., truck traffic from excavation activities);

Township of Southwold  
2021 Official Plan:

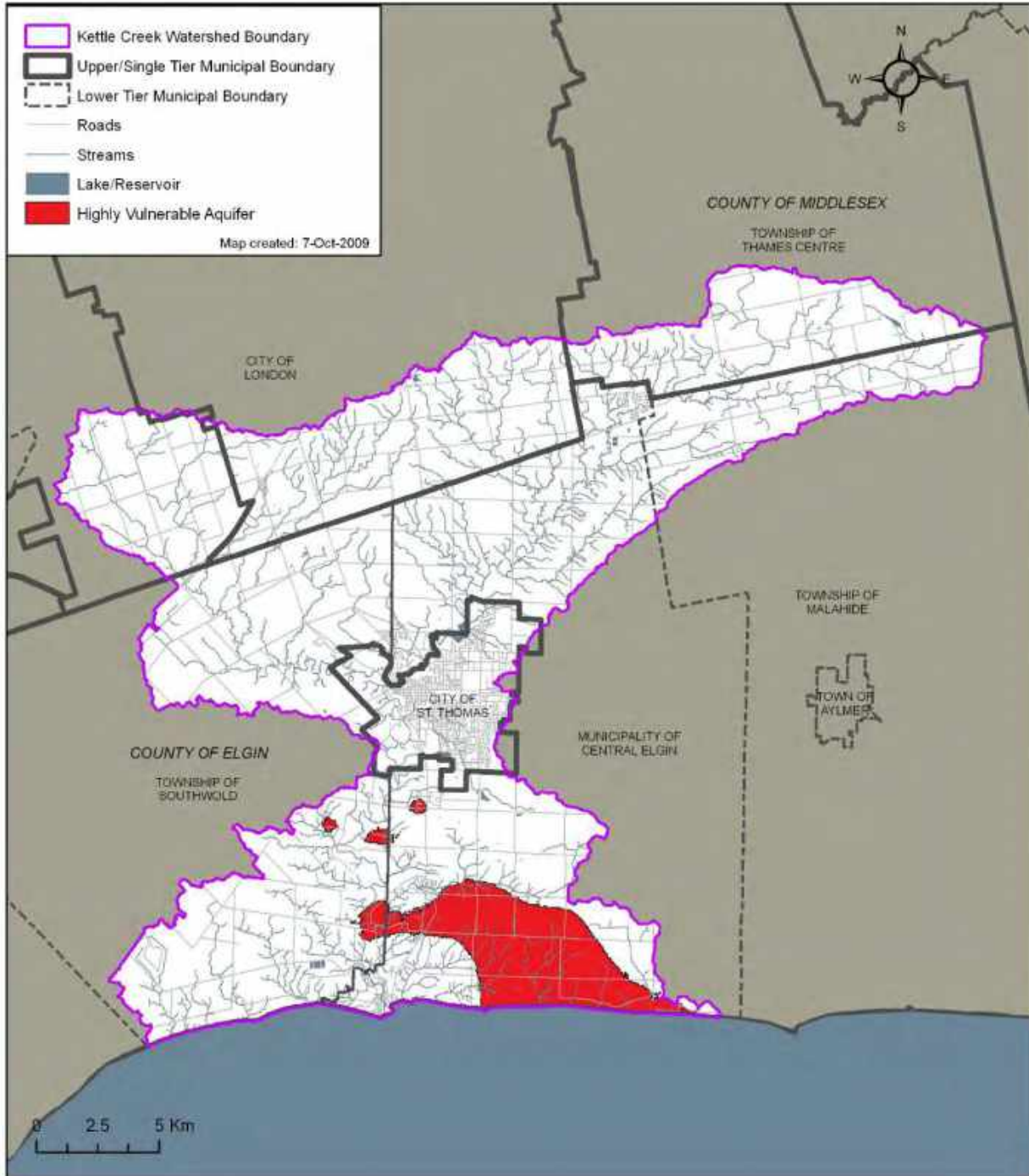
- k) the potential for fragmentation or isolation of portions of a significant natural heritage feature or breakage of an identified linkage as a result of the proposed change in land use;
- l) the potential for off-site discharge of materials (e.g., storm water runoff, effluent, odours, air emissions) as a result of the proposed development;
- m) erosion potential from grading and construction techniques and proposed mitigation measures for steep slopes or unstable soils;
- n) the compatibility of the proposed land use with surrounding land uses within the Greenlands system and/or associated linkages;
- o) flooding or changes in storm water retention capabilities as a result of the proposed land use or changes to flood attenuation capabilities of lands in the area; and,
- p) the duration of the effects, the size of the area affected, the sensitivity of the feature to change and any loss of ecological functions either within the area proposed for development.
- q) In addition to the above, the EIS shall describe the positive impacts or enhancements that may occur as a result of mitigation.

# MAPS

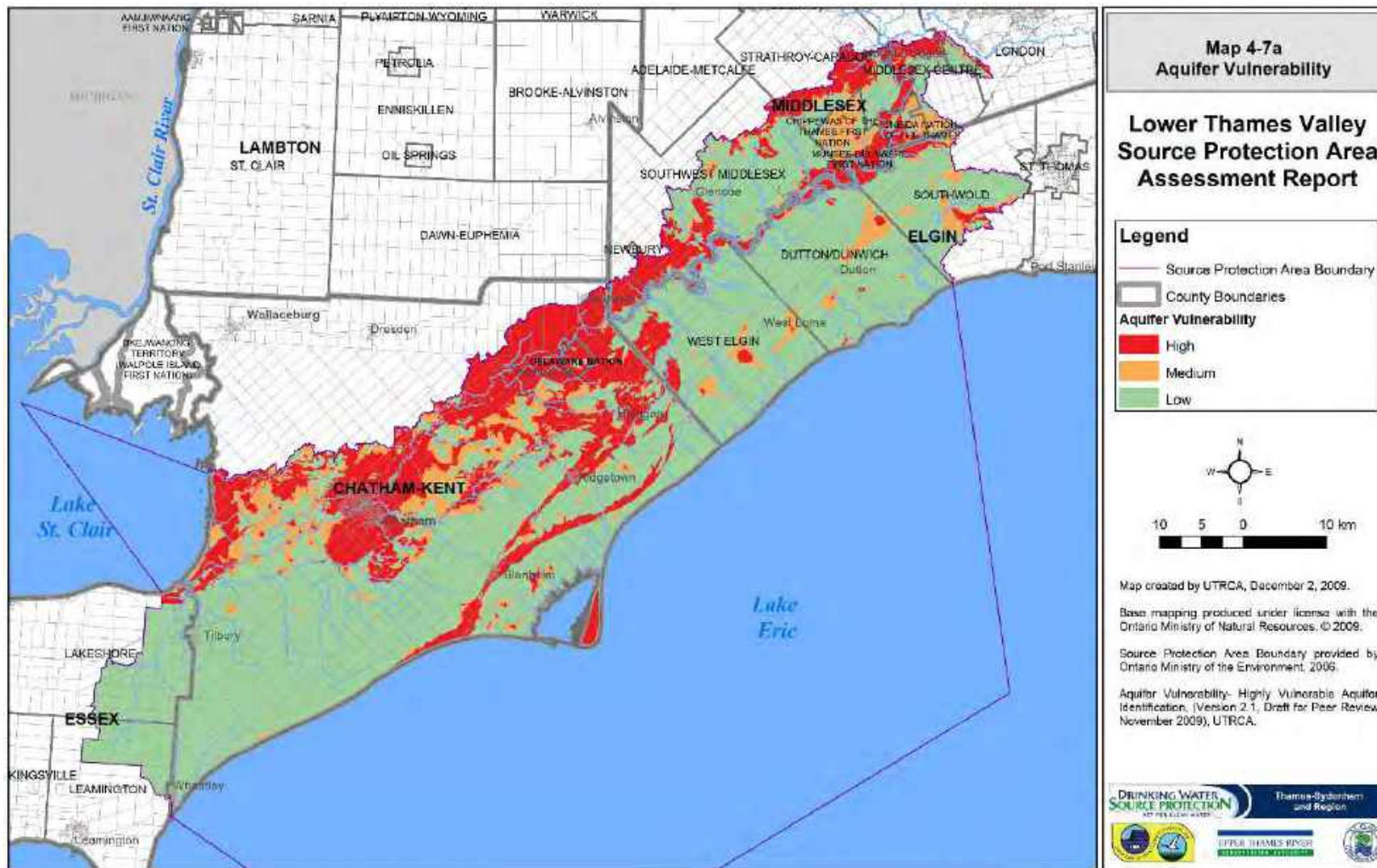
**MAP 1: AQUIFER VULNERABILITY, KETTLE CREEK WATERSHED**



**MAP 2: HIGHLY VULNERABLE AQUIFERS, KETTLE CREEK WATERSHED**

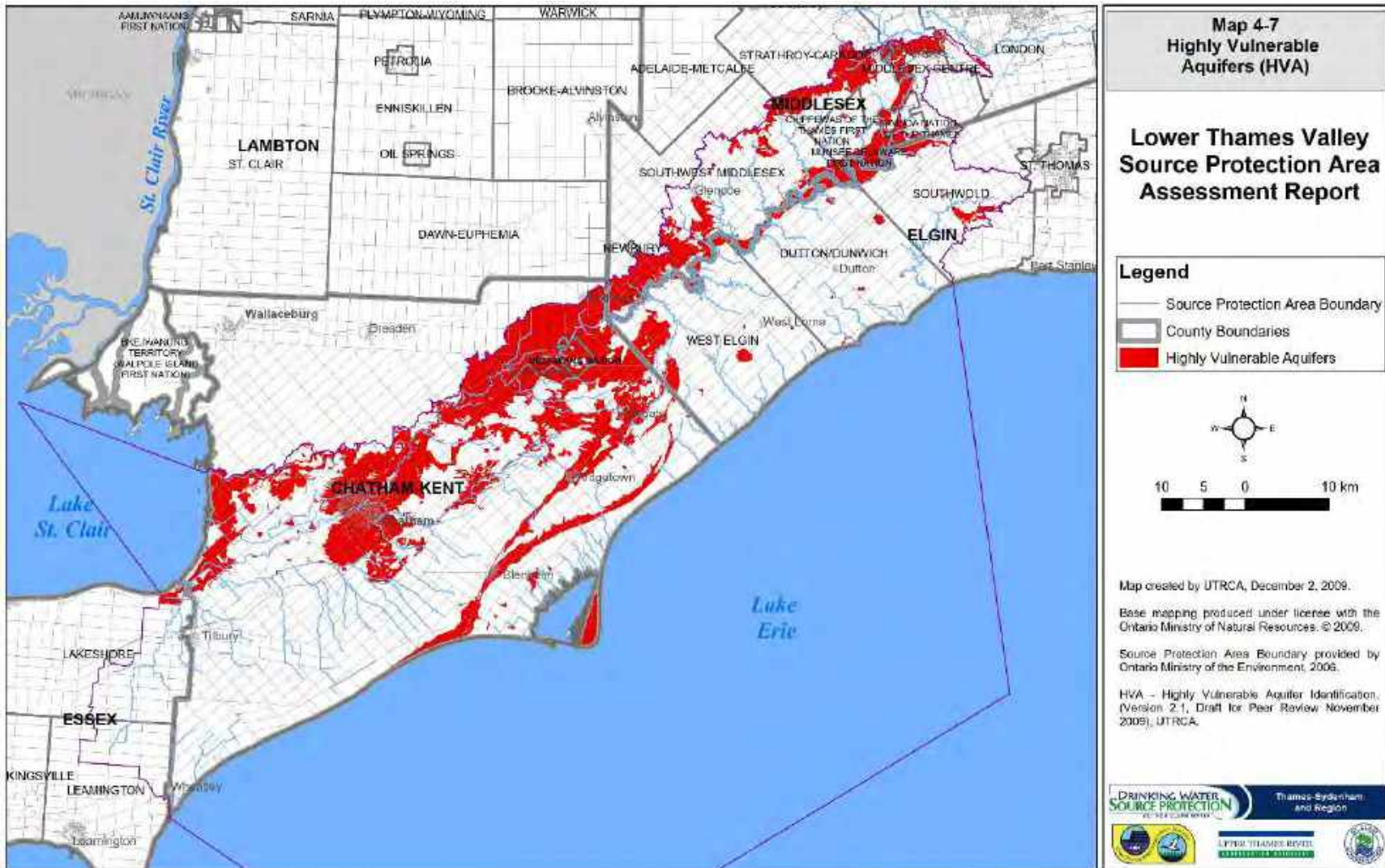


**MAP 3: AQUIFER VULNERABILITY, LOWER THAMES VALLEY WATERSHED**





**MAP 4: HIGHLY VULNERABLE AQUIFERS, LOWER THAMES VALLEY WATERSHED**





## REPORT TO COUNTY COUNCIL

**FROM:** Brian Lima, General Manager of Engineering, Planning, & Enterprise (EPE) / Deputy CAO

**DATE:** February 11, 2022

**SUBJECT:** Small Business Enterprise Centre Update

### RECOMMENDATION:

THAT the report titled “Small Business Enterprise Centre Update” from the General Manager of Engineering, Planning & Enterprise / Deputy CAO, dated February 11, 2022 be received and filed as information.

### INTRODUCTION:

Elgin County is a contributing partner to the Small Business Enterprise Centre (SBEC). The team of business advisors operates as part of the St. Thomas Economic Development Corporation with the support of Elgin County Economic Development and the Province of Ontario.

The following is an advisory report for the period April 1, 2021 – December 31, 2021 provided by Tara McCaulley, Manager Business Development & Entrepreneurship.

### DISCUSSION:

#### **Mainstreet Ambassador Program**

- Main Street Ambassadors are dedicated to providing hands-on business advisory support to entrepreneurs along main streets in St. Thomas, Rodney and West Lorne
- Participating Main Street communities receive up to ten \$10K non-repayable contributions to support local businesses as well as funding for human resources
- Two Ambassadors; one in St. Thomas and one in West Elgin
- Both have accepted the offer of one-year contract employment and start on Monday, February 14th

#### **Side Gig Program**

- Partnership between the SBEC and Ignite Youth Centre
- Target Audience: 15-29 years old, living in St. Thomas or Elgin County, starting a new business

- Youth retention in rural communities is a well-known challenge. This program will aim to target youth (15-29) who are currently working or studying in St. Thomas or Elgin to start a small business to assist them in developing community connections and economic opportunities. Employers need to attract and retain talented young people but often can't compete with the pay and opportunities in larger cities, by encouraging their employees to start side-gigs they can foster their employees' personal development and increase their income, making them more likely to stay
- Youth want more creative and personalized opportunities and with the right supports can bring their creative energy and ideas to the community, further boosting the economy
- Funding received through the Elgin Community Foundation
- Business plans submitted, and six candidates will receive funding
- 50% of candidates are in Elgin County and 50% are in St. Thomas

### **Summer Company Program**

- Already receiving inquiries for this popular youth program that provides training, mentoring, guidance, and funding to start and operate a business throughout the summer
- Connections are being made with local schools and the Business Advisor will be facilitating entrepreneurial workshops

### **Starter Company Plus**

- Utilizing the remainder of funding of the fiscal 2021/22
- Have administered nine grants year-to-date, six in Elgin County and three in St. Thomas
- Applications will be accepted for the fiscal 2022/23 year in March 2022
- To maximize human resources, 2022/23 will see the first year of two submission dates (March & September)

### **Foodpreneur Program**

- Foodpreneur Advantage is a regional collaboration of Small Business Enterprise Centres, made possible by support from Libro Credit Union and FedDev Ontario
- The London Small Business Centre is the lead on the project
- Currently one active program participant (from St. Thomas)
- Identifying potential candidates for the spring intake
- Three Starter Company Plus grants will be reserved from the 2022/23 budget

### **Horton Market**

- The Horton Market will open applications mid-February

- Will be participating in the Depave Paradise which is a program that secures underutilized, paved sites, rips out the asphalt and replaces it with native, storm water retentive water plants and pollination gardens
- First steps have been taken in a partnership with St. Thomas Downtown Development Board to highlight downtown businesses while at the market (26-week program)
- Sponsorship of \$10,000 cash and \$5000 in-kind confirmed
- The market space has been cleared from Southwestern Public Health as a certified kitchen and exploring funding options for a full commercial kitchen
- In 2022 will be researching the feasibility of an indoor winter market
- Continue to look for ways to activate entrepreneurship at the Horton Market

### **Women in Business Celebration**

- Partnership with MyFM
- New women in business from St. Thomas and Elgin County will be featured on social media throughout the month of March (SBEC page and MyFM page and website)

### **Women in Business Event**

- An in-person outdoor event on June 2, 2022 at Quai Du Vin
- Have chosen June and an outdoor event to take into consideration potential COVID-19 impacts
- Jam Gamble, #slaythemike will be the key note speaker
- All welcome

### **Bridges to Better Business**

- Scheduled for October 6, 2022 at the Elgin Railway Museum
- The Drum Café will be performing
- Keynote speaker to be announced at our Women's Day event

### **YTD Results April 1, 2021 – December 31, 2021**

<b>A. Economic Impact:</b>	<b>YTD</b>
Business Started (City)	17
Business Started (County)	21
<b>Total Business Started</b>	<b>38</b>
Business Expanded (City)	14
Business Expanded (County)	4
<b>Total Business Expanded</b>	<b>18</b>
<b>Outside Region Business Assisted</b>	<b>5</b>
<b>Total Business Assisted</b>	<b>61</b>

Jobs Created (City)	60
Jobs Created (County)	31
<b>Total Jobs Created</b>	<b>91</b>
<b>B. General Inquiries &amp; Incoming Client Contacts: YTD</b>	
Telephone	449
Walk-ins	92
E-mails	632
Social Media	319
<b>Total Inquiries</b>	<b>2635</b>
<b>Client Consults: Activity</b>	<b>YTD</b>
<b>New Startup Client</b>	<b>119</b>
<b>New Existing Business Client</b>	<b>51</b>
<b>Sub-total New Consults</b>	<b>170</b>
<b>Repeat Startup Client</b>	<b>95</b>
<b>Repeat Existing Business Client</b>	<b>220</b>
<b>Sub-total Repeat Consults</b>	<b>315</b>
<b>Total Client Consults</b>	<b>485</b>

#### FINANCIAL IMPLICATIONS:

Elgin County contributes \$50,000 to the Small Business Enterprise Centre through the Economic Development & Tourism Budget annually.

#### ALIGNMENT WITH STRATEGIC PRIORITIES:

Serving Elgin	Growing Elgin	Investing in Elgin
<input type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input checked="" type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input checked="" type="checkbox"/> Enhancing quality of place.	<input type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

**Additional Comments:** None

**LOCAL MUNICIPAL PARTNER IMPACT:**

---

None.

**COMMUNICATION REQUIREMENTS:**

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None.

**CONCLUSION:**

---

The Small Business Enterprise Centre continues to be a strong partner in helping to deliver business supports in Elgin County.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
General Manager of Engineering,  
Planning & Enterprise / Deputy CAO

Julie Gonyou  
Chief Administrative Officer



## REPORT TO COUNTY COUNCIL

**FROM:** Kate Burns Gallagher - Manager of Economic Development and Tourism

Brian Lima - General Manager of Engineering, Planning, & Enterprise (EPE) / Deputy CAO

**DATE:** February 10, 2022

**SUBJECT:** 2022 South Central Ontario Region Economic Development Corporation Board of Director Appointments

---

### RECOMMENDATIONS:

THAT the report titled “2022 South Central Ontario Region Economic Development Corporation Board of Directors Appointments” dated February 10, 2022 from the Manager of Economic Development & Tourism and the General Manager of Engineering, Planning & Enterprise/Deputy CAO be received and filed; and

THAT County Council appoint Warden French and Deputy Warden Marks to the South Central Ontario Region Economic Development Corporation Board of Directors for 2022; and;

THAT County Council appoints the General Manager of Engineering, Planning & Enterprise / Deputy CAO and the Manager of Economic Development & Tourism to the South Central Ontario Region Economic Development Corporation Resource Advisory Group for 2022.

### INTRODUCTION:

At its meeting held on February 1, 2022 Elgin County Council approved as part of the budget process, membership for 2022 with South Central Ontario Region Economic Development Corporation (SCOR EDC).

### DISCUSSION:

SCOR EDC has asked that Council appoint two (2) Council members to sit on the SCOR Board of Directors.

In addition, SCOR EDC has a Resource Advisory Group that consists of senior staff who have an economic development or similar portfolio. SCOR EDC has asked that Council also appoint two staff members to this group.

The Board of Directors meets every two (2) months as per the attached schedule.

It is recommended that the Warden Mary French and Deputy Warden Marks be appointed to represent Elgin County on the SCOR EDC Board of Directors for 2022.

It is also recommended that the General Manager of Engineering, Planning & Enterprise / Deputy CAO and the Manager of Economic Development & Tourism be appointed to SCOR EDC Resource Advisory Group.

#### **FINANCIAL IMPLICATIONS:**

---

There is a \$25,000 annual partnership contribution to participate in the SCOR EDC. This has been approved as part of the 2022 Budget process.

#### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

<b>Serving Elgin</b>	<b>Growing Elgin</b>	<b>Investing in Elgin</b>
<input type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input checked="" type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

**Additional Comments:** None

#### **LOCAL MUNICIPAL PARTNER IMPACT:**

---

Local Municipal Partners will be represented at the SCOR EDC through Elgin County's one-year membership.

#### **COMMUNICATION REQUIREMENTS:**

---

A letter will be sent from the Warden, on behalf of County Council, to SCOR EDC notifying them of Council and staff appointments.



**CONCLUSION:**

---

SCOR EDC requires the appointment of two (2) Members of Council to sit on the Board of Directors and the appointment of two staff members to sit on the SCOR EDC Resource Group.

All of which is Respectfully Submitted

Approved for Submission

Kate Burns Gallagher  
Manager Economic Development &  
Tourism

Julie Gonyou  
Chief Administrative Officer

Brian Lima  
General Manager of Engineering,  
Planning & Enterprise /Deputy CAO



South Central Ontario Region Economic Development Corporation (SCOR EDC)  
4 Elm Street, Tillsonburg, ON N4G 0C4, P: 519-842-6333 F: 519-842-7123  
[www.scorregion.com](http://www.scorregion.com) [www.scorbusinessportal.com](http://www.scorbusinessportal.com)

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Hello Everyone;

Below is our SCOR EDC Board schedule for the 2022 year. The meetings are the last Thursday of the month and start time will be 9:00 am. The meetings will rotate to each County (see below) as we near the date of the meetings actual address locations will be provided

Please save the dates in your calendars.

Date	Location
<b>January 27, 2022</b>	Zoom
<b>March 31, 2022</b>	Brant
<b>May 26, 2022</b>	Elgin
<b>July 28, 2022</b>	Middlesex
<b>September 29, 2022</b>	Norfolk
<b>November 24, 2022</b>	Oxford



South Central Ontario Region Economic Development Corporation (SCOR EDC)  
4 Elm Street, Tillsonburg, ON N4G 0C4, P: 519-842-6333 F: 519-842-7123  
[www.scorregion.com](http://www.scorregion.com) [www.scorbusinessportal.com](http://www.scorbusinessportal.com)

---

Hello Everyone;

Below is our SCOR EDC Board schedule for the 2022 year. The meetings are the last Thursday of the month and start time will be 9:30 am- 11:00 am. The meetings will be held virtually unless otherwise noted in calendar invites

Please save the dates in your calendars.

<b>Date</b>	<b>Location</b>
<b>February 24, 2022</b>	Zoom
<b>April 28, 2022</b>	Zoom
<b>June 30, 2022</b>	Zoom
<b>August 25, 2022</b>	Zoom
<b>October 27, 2022</b>	Zoom
<b>December TBD</b>	Zoom



## REPORT TO COUNTY COUNCIL

**FROM:** Brian Lima, General Manager of  
Engineering, Planning & Enterprise /  
Deputy CAO  
  
Mike Hoogstra, Purchasing Coordinator

**DATE:** February 14, 2022

**SUBJECT:** Currie Road Pedestrian Crossing  
Construction - Tender Award

### RECOMMENDATIONS:

THAT Armstrong Paving and Materials Group Ltd. be selected for the Currie Road Pedestrian Crossing Construction Project, Contract No. 2022-T04 at a total price of \$130,135.70 exclusive of H.S.T.; and,

THAT the Warden and Chief Administrative Officer be directed and authorized to sign the contract.

### INTRODUCTION:

A tender was advertised and issued as per the County's Procurement Policy for the Currie Road Pedestrian Crossing Construction Project. The site is located along Currie Road (County Road 8) at Mary Street in the Municipality of Dutton-Dunwich.

### DISCUSSION:

A total of twelve (12) contractors downloaded tender documents for this project from the County's bidding system [bids&tenders](#). Five (5) contractors submitted electronic bids for this tender which closed on February 11, 2022. Bids were received as follows:

Company	Bid Price (exclusive of HST)
Armstrong Paving and Materials Group Ltd.	\$130,135.70
Field Electrical Contractors Inc.	\$142,282.00
Dufferin Construction Company	\$156,738.90
ERTH (Holdings) Inc.	\$185,534.00
Aqua Tech Solutions Inc.	\$191,587.67

Armstrong Paving and Materials Group Ltd. submitted the lowest compliant bid for the project at a total price of \$130,135.70 exclusive of HST.

### FINANCIAL IMPLICATIONS:

The following summary of projected estimated costs is provided for review and will be confirmed throughout the project:

Engineering	Completed In-House
Construction	\$ 130,135.70
<u>Net HST (1.76%)</u>	<u>\$ 2,290.39</u>
<b>Total Projected Costs<sup>1</sup></b>	<b>\$ 132,426.09</b>
<b>Capital Budget</b>	<b>\$ 110,000.00</b>
<b>Forecast Budget Surplus/(Deficit)</b>	<b>\$ (22,426.09)</b>

<sup>1</sup> Inclusive of a \$10,000 contingency allowance.

The anticipated deficit will be offset by efficiencies from other capital projects completed in 2022.

### ALIGNMENT WITH STRATEGIC PRIORITIES:

Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input checked="" type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

### LOCAL MUNICIPAL PARTNER IMPACT:

None.

**COMMUNICATION REQUIREMENTS:**

---

Council, Municipal staff and residents will be advised of the project and construction progress updates.

**CONCLUSION:**

---

Work on this project is expected to commence in mid-March with completion anticipated to be achieved by April 30, 2022.

As per the County of Elgin's Purchasing Policy, if change orders are required and the cost increases above the tender amount approved by Council by less than 10%, and the amount is within the overall budgeted project amount, work will proceed upon authorization by the Director. However, if the cost increases above the tender amount approved by Council by more than 10%, the Director will prepare a further report to Council outlining the expenditures.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

Mike Hoogstra  
Purchasing Coordinator



## REPORT TO COUNTY COUNCIL

**FROM:** Brian Lima, General Manager of  
Engineering, Planning & Enterprise /  
Deputy CAO  
  
Mike Hoogstra, Purchasing Coordinator

**DATE:** February 15, 2022

**SUBJECT:** Hamlet of Richmond Reconstruction - Tender  
Award

### RECOMMENDATIONS:

THAT Cassidy Construction London Ltd. be selected for the Hamlet of Richmond Reconstruction Project, Contract No. 2022-T03 at a total price of \$2,802,639.00 exclusive of H.S.T.; and

THAT the Warden and Chief Administrative Officer be directed and authorized to sign the contract.

### INTRODUCTION:

A tender was advertised and issued as per the County's Procurement Policy for the Hamlet of Richmond Reconstruction Project. The site is located along Heritage Line (CR 38) and Richmond Road (CR 43) in the Municipality of Bayham.

### DISCUSSION:

A total of eighteen (18) contractors downloaded tender documents for this project from the County's bidding system [bids&tenders](#). Three (3) contractors submitted electronic bids for this tender which closed on February 15, 2022. Bids were received as follows:

Company	Bid Price (exclusive of HST)
Cassidy Construction London Ltd.	\$2,802,639.00
GHN Group	\$2,846,320.69
Oxford Civil Group Inc.	\$3,086,727.52

Cassidy Construction London Ltd. submitted the lowest compliant bid for the project at a total price of \$2,802,639.00 exclusive of HST.

## FINANCIAL IMPLICATIONS:

The following summary of projected estimated costs is provided for review and will be confirmed throughout the project:

Engineering	Completed In-House
Construction	\$ 2,802,639.00
<u>Net HST (1.76%)</u>	<u>\$ 49,326.45</u>
<b>Total Projected Costs<sup>1</sup></b>	<b>\$ 2,851,965.45</b>
<b>Capital Budget</b>	<b>\$ 2,980,000.00</b>
<b>Forecast Budget Surplus/(Deficit)</b>	<b>\$ 128,034.55</b>

<sup>1</sup> Inclusive of a \$300,000 contingency allowance.

The anticipated surplus will be used to offset any funding deficits from other capital projects completed in 2022.

## ALIGNMENT WITH STRATEGIC PRIORITIES:

Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input checked="" type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## LOCAL MUNICIPAL PARTNER IMPACT:

The Municipality of Bayham has been consulted throughout project design and their input has been incorporated into the project scope. A construction detour will be established to restrict through road traffic while permitted local resident access as much as possible during the project. Regular and ongoing communication to affected property owners, including the distribution of “door knockers” will keep residents within the project area apprised of project activities.





## COMMUNICATION REQUIREMENTS:

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Council, Municipal staff and residents have been and will continue to be advised of the project and construction progress updates.

## CONCLUSION:

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Work on this project is expected to commence in mid-March with substantial completion anticipated to be achieved by July 1, 2022.

As per the County of Elgin's Purchasing Policy, if change orders are required and the cost increases above the tender amount approved by Council by less than 10%, and the amount is within the overall budgeted project amount, work will proceed upon authorization by the Director. However, if the cost increases above the tender amount approved by Council by more than 10%, the Director will prepare a further report to Council outlining the expenditures.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

Mike Hoogstra  
Purchasing Coordinator



## REPORT TO COUNTY COUNCIL

**FROM:** Julie Gonyou, Chief Administrative Officer

**DATE:** February 16, 2022

**SUBJECT:** Transfer Payment Agreement for the Community Paramedicine for Long-Term Care Program

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### RECOMMENDATIONS:

THAT the Warden and Chief Administrative Officer be authorized and directed to enter into the Transfer Payment Agreement to receive \$4,480,300 from the Ministry of Long-Term Care for the implementation of the Community Paramedicine for Long-Term Care Program; and,

THAT By-Law 22-13 to authorize the Warden and Chief Administrative Officer to execute the Transfer Payment Agreement on behalf of Elgin County be enacted.

### INTRODUCTION:

On February 14, 2022, Elgin County Council received a letter from the Ministry of Long-Term Care, confirming that the Government of Ontario will provide funding of up to \$4,480,300 towards the implementation of a Community Paramedicine for Long-Term Care Program in Elgin County. The letter from the Ministry of Long-Term Care is attached to this report.

### DISCUSSION:

#### Background

Community paramedicine is a model of community-based health care where paramedics use their education and expertise in community-based, non-emergency care roles, outside their emergency response and ambulance transport roles.

The Community Paramedicine for Long-Term Care Program is designed to provide additional care for seniors in their own homes before admission into long-term care. This initiative is part of the province's modernization plan to address systemic barriers in long-term care bed development and the growing demand for long-term care in the province.

The program was piloted across five (5) communities in October 2020 and is already operational across 33 Ontario communities.

In October of 2021, the Ontario Government announced an investment of \$82.5 million to expand the existing Community Paramedicine for Long-Term Care program to an additional 22 communities, including Elgin County.

A business case and budget submission prepared by Elgin County and MEMSEO and was sent to the Ministry of Long-Term Care for approval in December.

The letter received from the Ministry on February 14, 2022 indicated that funding will include up to \$821,100 in 2021-22; up to \$1,711,400 in 2022-23; and up to \$1,947,800 in 2023-24.

A transfer payment agreement is required and was received from the Government of Ontario on February 14, 2022. The Ministry of Long-Term Care required the transfer payment agreement to be finalized by February 18, 2022. As a result of the tight turn around for finalizing the agreement, the Chief Administrative Officer and the Warden executed the agreement for submission on February 18, 2022.


#### **FINANCIAL IMPLICATIONS:**

The program is fully funded by the province. Funding is expected to be provided to the County of Elgin as follows:

2021-22 - up to \$821,100  
 2022-23 - up to \$1,711,400  
 2023-24 - up to \$1,947,800 in 2023-24.

#### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

<b>Serving Elgin</b>	<b>Growing Elgin</b>	<b>Investing in Elgin</b>
<input type="checkbox"/> <b>Ensuring alignment of current programs and services with community need.</b>  <input checked="" type="checkbox"/> <b>Exploring different ways of addressing community need.</b>  <input type="checkbox"/> <b>Engaging with our community and other stakeholders.</b>	<input type="checkbox"/> <b>Planning for and facilitating commercial, industrial, residential, and agricultural growth.</b>  <input checked="" type="checkbox"/> <b>Fostering a healthy environment.</b>  <input checked="" type="checkbox"/> <b>Enhancing quality of place.</b>	<input type="checkbox"/> <b>Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</b>  <input checked="" type="checkbox"/> <b>Delivering mandated programs and services efficiently and effectively.</b>



**Additional Comments:** EMS is a mandated program, supporting the health and well-being of County residents.

**LOCAL MUNICIPAL PARTNER IMPACT:**

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Elgin County is the service provider for EMS services in all seven (7) Local Municipal Partners and the City of St. Thomas.

**COMMUNICATION REQUIREMENTS:**

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Information about the Community Paramedicine for Long-Term Care program will be shared with Elgin's Local Municipal Partners and the City of St. Thomas.

**CONCLUSION:**

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The Ministry of Long-Term Care has informed the County of Elgin that it will provide up to \$4,480,300 for the implementation of a Community Paramedicine for Long-Term Care Program. A transfer payment agreement and associated by-law are required.

All of which is Respectfully Submitted

Julie Gonyou

Chief Administrative Officer

**Ministry of Long-Term Care**

Assistant Deputy Minister  
Long-Term Care Policy Division

Assistant Deputy Minister  
Long-Term Care Operations

6<sup>th</sup> Floor, 400 University Avenue  
Toronto, ON M5G 1S5  
Tel: (647) 921-1732

**Ministère des Soins de longue durée**

Sous-ministre adjointe  
Division de la politique de soins de longue durée

Sous-ministre adjointe  
Opérations relatives aux soins de longue durée

400, avenue Universitaire, 6e étage  
Toronto ON M5G 1S5  
Téléphone: (647) 921-1732



e-Approve #179-2022-190

February 11, 2022

Ms. Julie Gonyou  
Chief Administrative Officer  
Corporation of the County of Elgin  
450 Sunset Drive  
St. Thomas, ON N5R 5V1  
cao@elgin.ca

**Re: Ministry of Long-Term Care Agreement – Community Paramedicine for Long-Term Care**

Dear Ms. Gonyou:

This letter is further to the recent letter you received from the Honourable Paul Calandra, Minister of Long-Term Care, informing you that the Ministry of Long-Term Care (the “ministry”) will provide the Corporation of the County of Elgin up to \$4,480,300 in one-time funding for a 2.5 year period over the 2021-22 to 2023-24 fiscal years. This funding will include, up to \$821,100 in 2021-22; up to \$1,711,400 in 2022-23; and up to \$1,947,800 in 2023-24 to implement the Community Paramedicine for Long-Term Care program. Please note that 2022-23 and 2023-24 amounts are subject to budgetary approvals and appropriations.

We are pleased to provide you with an electronic version of the transfer payment agreement that contains the terms and conditions governing the funding referred to in the Minister’s letter.

We appreciate your cooperation with the ministry in managing your funding as effectively as possible. You are expected to adhere to our reporting requirements, particularly for in-year service, performance monitoring and financial reporting, which is expected to be timely and accurate. Based on our monitoring and assessment of your in-year service and financial reporting, your cash flow may be adjusted appropriately to match actual services provided.

It is also essential that you manage costs within your approved budget.

Please review the agreement carefully, sign it, and return an electronic version to: CPLTC@ontario.ca.

...2

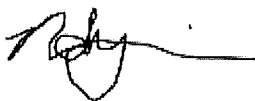
To help administer the agreement, please provide the following (if not already provided to the ministry):

1. Staff contact information for the purposes of Community Paramedicine for Long-Term Care (CPLTC) data collection and reporting. This will be the individual who will be responsible for reporting and inputting the data collected by CPLTC practitioners in the field to the province, as required by Schedule F of the agreement. The province will provide training to this person on the method and process for reporting data.
2. Proof of insurance as required by Section A10.2 in Schedule A of the agreement.

When all the parties have signed the agreement, the ministry will return a copy to you and will begin to flow the funds.

Should you require any further information or clarification, please contact Mike Eby at [michael.eby@ontario.ca](mailto:michael.eby@ontario.ca) or at (416) 704-5761.

Sincerely,



Adriana Ibarguchi  
Assistant Deputy Minister  
Long-Term Care Policy Division



Jeff Butler  
Assistant Deputy Minister  
Long-Term Care Operations Division

- c: Nancy Matthew, Deputy Minister, Ministry of Long-Term Care  
Erin Hannah, Associate Deputy Minister, Long-Term Care Policy and Pandemic Response  
Kelci Gershon, Director, Long-Term Care Policy and Modernization Branch  
Mike Eby, Manager, Programs Unit, Long-Term Care Policy and Modernization Branch  
Jim Yuill, Director, Financial Management Branch  
Malcolm Gilpin, Chief of Paramedic Services

## **CORRESPONDENCE – February 22, 2022**

### **Items for Consideration – (Attached)**

1. Elgin Federation of Agriculture with a letter requesting Elgin County Council maintain the Farm Class Tax rate at 0.23.
2. Susanne M. Schlotzhauer with a letter outlining concerns regarding the Draft Plan of Subdivision Application 8341, Sandytown Road, Straffordville ON for the Municipality of Bayham.



February 10, 2022

Warden Mary French  
450 Sunset Drive St. Thomas,  
ON N5R 5V1

Dear Warden French and Members of Council,

**RE: Elgin County Farm Assessments and Tax Burden**

On behalf of Elgin Federation of Agriculture (EFA) I wish to follow up on our letter dated January 16, 2020 to the County of Elgin regarding Farm Assessments and Tax Burden.

Every four years the Municipal Property Assessment Corporation (MPAC) releases property assessment updates for all properties in Ontario. During the previous assessment cycle, farmers in Elgin county saw farmland taxable assessments increase by over 68%. This is in addition to very significant increases in the 2012 reassessment cycle.

As a result, the tax burden of farmers in Elgin county has been increasing every year since 2012. The one exception was in 2019 when Elgin County Council voted to reduce the farm tax ratio from 0.25 to 0.23. I want to thank you and the members of Elgin county council for acting on this important issue. The past three years (2019 – 2021) have been very difficult for Ontario farmers as they navigated new policies, rules, and ways of doing business never before experienced. The support shown by council is greatly appreciated by farm families in Elgin county.

As the Premier has directed MPAC not to release the 2016-2020 reassessment notices in 2021 and again for the 2022 Property Tax year, **the EFA would ask that you continue to maintain the Farm Class Tax rate at 0.23.**

Elgin County farmers suffered through some of the worst storms in memory in 2021 and will be facing substantial cost increases for everything from Seed to Fertilizer to Fuel in 2022 and years to come. There are a wide range of factors causing these increases including COVID-19 Health and Safety protocols, supply chain disruptions, and fast-rising energy costs. We recognize that the general public is also facing these costs of living increases, however farmers, who are producing food and other goods, will be impacted to a much greater degree.

We welcome the opportunity to speak with any members of county council on this issue and would be happy to make a delegation to council in March to discuss this important issue.

Sincerely,

Melissa Schneider

President, Elgin Federation of Agriculture



**Susanne M Schlotzhauer**

January 5, 2022

**Response to the Municipality of Bayham Draft Plan Approval Conditions  
Re: Report DS-02/22 Draft Plan of Subdivision Application 8341 Sandytown  
Road, Straffordville, On**

On January 6, 2022, Bayham Council will pass a resolution to support the 39-lot draft plan of subdivision and request the County of Elgin consider the conditions of Draft Plan Approval outlined in report DS-02/22 (refer to the online Council Agenda).

While issues from the public comment period were addressed by correspondence from Wilson Associates dated Nov 29, 2021 and the IBI memorandum dated Dec 16, 2021 and being brought forward to Council this Thursday, not all concerns were addressed or included in the conditions of draft plan approval.

The Sandytown Road proposed plan of subdivision is the first of many potential proposed plans of subdivision in the partially serviced settlement areas in Bayham. In 2019, the Municipality undertook a vacant lot inventory to identify lands with viable development potential within settlement area boundaries. Within the tier 2 partially serviced settlement areas, over 96 ha of potential developable land was identified in Straffordville and another 40 ha in Eden, representing up to 1053 new lots (<https://www.bayham.on.ca/pages/developable-lands-inventory>).

While the proposed Sandytown Rd development can be considered “minor extension and rounding out development” and therefore complies with Bayham’s Official Plan, given the significant development potential in the partially serviced settlement areas as a whole, and particularly where the only viable drinking water source is within the upper unconfined overburden aquifer, we need to be proactive to ensure another Richmond does not happen. The fact that private wells are not protected under Ontario’s drinking water source protection regulation is a cause for concern when considering plan of subdivision approvals, particularly when the settlement area development potential can increase the number of private wells by over 1000. It is in my opinion, the 1996 MECP D-5-5 guidance generally followed in this application was not developed with this kind of scenario in mind.

The hydrogeologic report submitted with the application concludes that private water wells are suitable for the long term and will have no negative impacts. My primary concern (as outlined in my Nov 18 2021 public comment submission to Bayham council) relates to water quantity and quality within the context of development potential for the whole area - how much development is enough

with respect to drinking water, now and in the future. As identified in the **Elgin County OP, a settlement area capability study and/or cumulative groundwater impact assessment** should be undertaken to support the application, assess the appropriate scale of development within the partially serviced settlement areas and provide the technical foundation upon which individual plans of subdivision consent will be evaluated, subject to the requirements of the appropriate agencies. Elgin County could request a settlement capability study and/or cumulative groundwater impact be completed as a condition of draft plan approval. The **Planning Rationale report** submitted with the application indicates that although the pre-consultation did not set out the requirement for these studies, **“the owner is willing to enter into appropriate agreements”**.

We acknowledge the hydrogeologic consultants opinion that because no communal wells are proposed to service the development, the only currently available MECP guideline D-5-5 is applicable for this 39-lot privately serviced development and does not require a broader regional analysis based on the on-site well testing results and local well survey completed to date (Wilson Associates correspondence, Nov 29, 2021). The consultant did provide an updated report from the original submitted in January 2021, but from what I can see the updated report only included a correction to the number of lots from 37 to 39. Given the complaints regarding existing water quantity issues submitted by adjacent landowners as part of the public comment period, I was hoping the update would have included a completed survey of local private drinking water wells within at least a 500 meter radius of the development site and interviews with adjacent landowners to assess current conditions and the need for further testing/analysis, including seasonal and cumulative groundwater impact assessment. Perhaps a local well survey could be requested as a condition of draft plan approval.

Municipalities should recognize that the responsibility to give planning approval to developments imparts to municipalities an obligation to ensure that planning decisions represent viable development for the long-term such that residents can rely on access to sewage and water services that protect the environment and public health. Without regional groundwater studies in the context of existing and planned growth, I wonder how the Municipality can determine an appropriate scale of development to ensure no interference with existing water users or negative impacts to the long-term potable water supply. As such, I believe the Sandytown Rd plan of subdivision should not be approved in isolation of the regional context, given the growth potential planned by the Municipality for the partially serviced lots within the defined settlement areas, namely in Straffordville and Eden. This approval process will set precedence for future development. Approving plans of subdivision on an application by application basis in isolation of the area as a whole is risky.

Having said that, I am please to see the IBI group, the municipalities planning consultants, recognizes the need for an outside peer review and have recommended the Wilson Associates hydrogeologic assessment submitted with the application be peer reviewed as a condition of Draft Plan of Subdivision. However, I have concerns the language stipulated in the condition may limit the reviewers scope of work: *“The peer review of the Hydrogeologic Assessment is completed confirming adequacy of the proposed private onsite water services, to the satisfaction of the appropriate approval authority.”* Perhaps more clarity can be provided.

Report **D-5-3 Servicing Options Statement** (MECP, July 2021) is a guide for land use planning authorities on how to assess what type of drinking water systems and sewage systems are right for new development. The MECP stipulates “the planning authority should not recommend approval for site-specific planning applications ... unless a servicing option statement has been completed”. I have not seen a servicing option statement included as part of this application that clearly demonstrates that the potential for servicing the development on communal water services (private or municipal) has been investigated.

According to the MECP, a servicing options statement should be prepared and/or endorsed by the municipality and submitted with the planning application by the developer in consultation with the municipality. The servicing options statement should address the following matters as directly quoted from the MECP 2021 guidelines:

- *an evaluation of proximity of existing or committed full municipal services or communal services and the ultimate potential for future connection to full municipal services or communal services for the whole area proposed for development;*
- ***where a development application is known or anticipated as being one of a number of proposals for the same development area, the evaluation of servicing options should not be isolated to the site-specific proposal, but should be completed within the context of the development potential for the whole area as determined through consultation with the municipality and based on proposed or existing municipal servicing plans and growth management objectives;***
- *an overview of the environmental suitability of the site for the proposed services based on information accessible at a municipal scale that can be applied to the proposed site proposal and generally addresses:*
  - *environmental constraints (e.g., environmental features, surface water, groundwater);*
  - *suitability of the terrain (e.g., soils, topography) of the site;*

- *performance of services in similar developments in the surrounding area; and*
- *the scale (total areal extent), density, and type of use proposed for the development;*
- *evaluation of the relative potential and merit of each of the servicing options to serve the proposed development; and*
- *documentation of the decision-making process and rationale that led to the determination of the servicing option proposed for the development.*

Source: <https://www.ontario.ca/page/d-5-3-servicing-options-statement>

In summary, the Sandytown Rd plan of subdivision application should not be considered in isolation of the broader area and studies should be completed in support of the development application to ensure the viability of long-term potable drinking water supply for both existing and future residents in the area. Following guidance from both the MECP and Elgin County OP policies, supporting studies should be required as a condition of draft plan approval, including a servicing option statement, settlement capability study and/or a cumulative groundwater impact assessment, and local water well survey as described above. Based on the Planning Rationale report submitted with the application, it appears the owner is willing to enter into appropriate agreements.

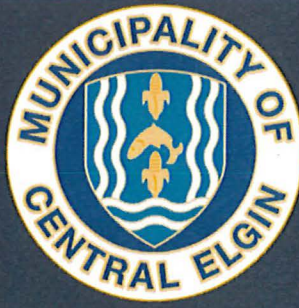
Respectfully Submitted,

Susanne M Schlotzhauer, M.E.S.

## **CORRESPONDENCE – February 22, 2022**

### **Items for Information – (Attached)**

1. The Municipality of Central Elgin with a letter to the Premier of Ontario reaffirming concerns about joint and several liability.
2. Women's Institute (WI) Press Release: Women's Organization Celebrates 125 Years of Supporting and Inspiring Women.
3. Betsy McClure, Program Coordinator with the Elgin Clean Water Program 2021 Annual Report.
4. Oxford County with a resolution supporting equitable representation on the Thames Valley District School Board of Trustees that balances the rural interests within the geography of Thames Valley.
5. Jeff Yurek, MPP Elgin-Middlesex-London with a letter congratulating Warden French on the County's third funding installment of the Municipal Modernization Program.



January 25, 2022

The Honourable Doug Ford  
Premier of Ontario  
Legislative Building, Queen's Park  
Toronto, ON  
M7A 1A1

RE: Joint & Several Liability

Dear Premier Ford:

At its Regular Meeting held on January 24, 2022, Central Elgin Council passed the following resolution respecting the above noted matter:

**THAT** the Municipality of Central Elgin reaffirms its concern about joint and several liability and again requests a review of the law to ensure a fair and reasonable way to compensate those who have suffered losses while preventing further reductions in public services due to the high insurance costs associated with joint and several liability.

**AND THAT** this resolution be forwarded to AMO and all other municipalities in Ontario.

The Municipality of Central Elgin, along with other municipalities and the Association of Municipalities of Ontario (AMO), has advocated for a fair, reasonable, and responsible manner to ensure that those who have suffered losses are compensated without putting the burden solely on municipalities.

We understand that this matter is under review at Queen's Park but continue to have concerns about the inequity of the current system. We look forward to any updates you can provide on this issue.

Sincerely,

  
Sally Martyn  
Mayor

c.c. AMO  
Ontario Municipalities



## Press Release

### Women's Organization Celebrates 125 Years of Supporting and Inspiring Women

One of the longest standing sisterhoods in the world, founded in Ontario and now worldwide, is celebrating a major milestone. From the first meeting in Stoney Creek, Ontario on February 19, 1897 to today's global network of branches, Women's Institute (WI) has continued to provide a social connection, education source, and community service opportunity for women. Since founding, the mission and vision of the organization rapidly spread, as women everywhere embraced the movement for a better future for their family, their communities, and themselves. Now, in the era of social media and particularly during the pandemic, women are feeling isolated in a different way. WI answers this need.

Over the years, the WI has been at the forefront of multiple causes. The original goal of WI was to teach women how to keep their families healthy and well fed. Naturally, these educational gatherings also offered a much-needed social connection. By hosting community dances and card parties, they began to raise money and support community work, then later the war effort. Most recently, WI has embarked on education campaigns around such topics as gender, Indigeneity, and Black history, and have undertaken campaigns to eradicate Lyme Disease and advocate for victims of human trafficking. WIs are members of the Associated Country Women of the World (ACWW), which holds consultative status with the United Nations Economic and Social Council.

Local branches meet monthly, often with a guest speaker or group activity. Meetings include social time and a short business session to plan ongoing community involvement, support, and advocacy. Women are looking for a break! The regular meeting is time they can take for themselves to connect with friends and get to know new people. Women of every age and stage gather to support each other and their communities.

New branches are being formed by women who are interested in supporting and inspiring other women in their communities. Online options also are happening. If you'd like to start or find a branch near you, please go to [fwio.on.ca](http://fwio.on.ca) or contact your local WI Branch:

Crinan-Jacqueline ([jjleitch@explornet.ca](mailto:jjleitch@explornet.ca))  
Middlemarch-Donna ([rdlord74@gmail.com](mailto:rdlord74@gmail.com))  
Wallacetown-Kathy ([kathyminnema@gmail.com](mailto:kathyminnema@gmail.com))  
Yarmouth Glen-Joan ([joanjackaman2@gmail.com](mailto:joanjackaman2@gmail.com))

February 9, 2022



February 14, 2022

Warden Mary French and Members of County Council  
450 Sunset Drive  
St. Thomas, ON  
N5R 5V1

Dear Warden French and Members of County Council:

The Elgin Clean Water Program is celebrating 10 years of success with 264 projects completed, over \$725,000 in program funding provided to projects and total project costs exceeding \$3 million. Thank you for your continued support of the Program.

Attached you will find the 2021 Annual Report summarizing the successes of the Elgin Clean Water Program over the past year.

A few highlights:

- 29 projects completed
- \$84,507 in ECWP funding provided to projects
- \$357,238 in total project costs
- \$223,563 in matching funding
- \$49,168 in landowner contributions

The Elgin Clean Water Program directly supports Elgin County landowners in improving water quality and wildlife habitat conditions on their properties – benefiting the local environment and helping to ensure there is swimmable, drinkable and fishable water and improved aesthetics across the County. Landowners expressed their gratitude for the funding provided by the program with testimonials such as, “The Elgin Clean Water program fills a strong need by assisting in the development and creation of environmental stewardship projects that are of interest to the agricultural community as we focus on land preservation.”

If you have any questions about the annual report or the Elgin Clean Water Program, please do not hesitate to contact me at [betsy@kettlecreekconservation.on.ca](mailto:betsy@kettlecreekconservation.on.ca) or 519-631-1270 x229.

Sincerely,

A handwritten signature in black ink that reads "B. McClure".

Betsy McClure  
Program Coordinator

A partnership of:





# 2021 Annual Report



Celebrating <sup>361</sup> 10 Years

## PROGRAM BACKGROUND

The Elgin Clean Water Program (ECWP) was initiated in 2012 as a collaboration between the four conservation authorities (CAs) within Elgin County: Catfish Creek CA, Kettle Creek CA, Long Point Region CA and Lower Thames Valley CA. The ECWP provides the necessary technical expertise and financial incentives for landowners that are interested in implementing environmental projects.

A Review Committee oversees the program and reviews and approves projects. The Review Committee is comprised of representatives from the County of Elgin, the Elgin Soil and Crop Improvement Association, the Elgin Federation of Agriculture and a landowner from Elgin County.

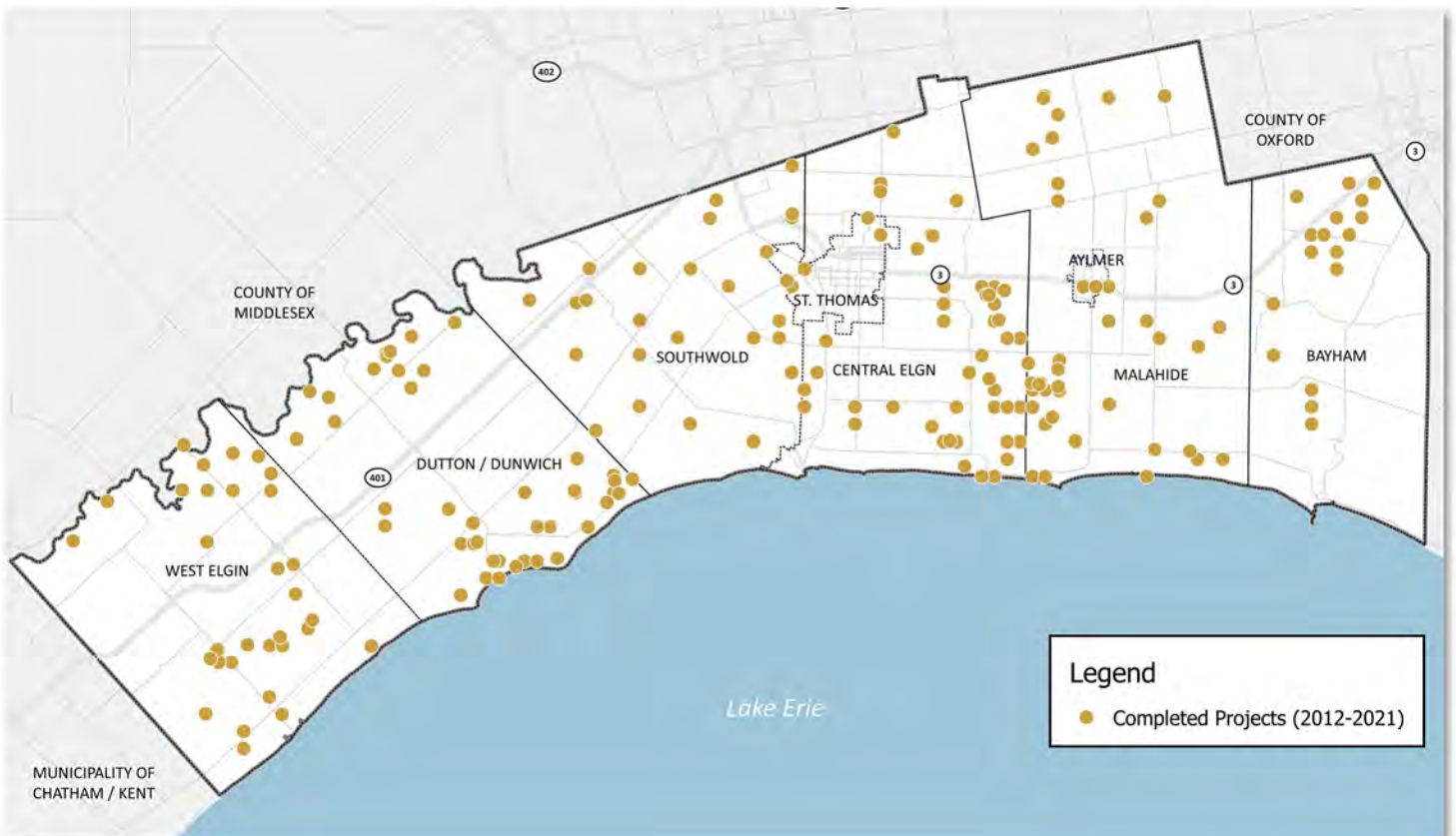
The following project categories are funded by the Elgin Clean Water Program:

- Well Management
- Erosion Control Structures
- Clean Water Diversion
- Wetland/Riparian Protection/Restoration
- Livestock Management
- Other Projects

In addition, a Cover Crop Incentive Program was established in 2017 which provides an incentive for farmers to plant cover crops on their farm in an effort to provide erosion control on agricultural fields over the winter months.

## CELEBRATING 10 YEARS OF SUCCESS

To date, 264 projects have been completed across Elgin County since the program began in 2012. Total project costs have exceeded \$3,105,000. The ECWP has contributed \$725,296 in grants to landowners to undertake projects. CA staff have assisted landowners in leveraging the ECWP funding to obtain \$1,377,495 in matching funds and landowners have contributed \$1,002,967 of their own funds, labour and equipment.

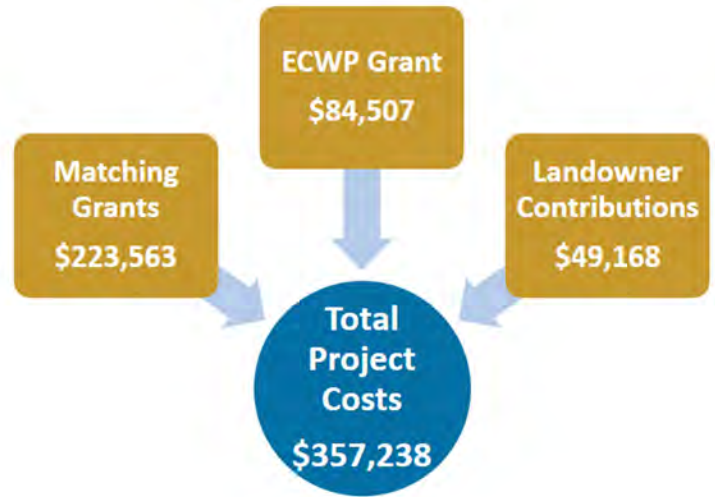


## 2021 PROGRAM SUMMARY

In 2021, 29 projects were completed, totalling \$84,507.49 in ECWP grants.

The breakdown of completed projects was as follows:

- 6 Erosion Control
- 14 Wetland Creation
- 5 Tallgrass Prairie Planting
- 4 Cover Crop



## SAMPLE PROJECTS

### Wetland Creation

Again in 2021, wetland creation was the most funded project by the Elgin Clean Water Program with 14 wetland projects completed.



One acre of cattle pasture was retired and a 0.75 acre wetland created to help reduce erosion in the Talbot Creek subwatershed.



A 2 acre wetland was created to create habitat and help reduce erosion across the hilly terrain of this property.



Two wetland cells were created in this unused scrubland area of a farm to increase wildlife habitat and to collect overland flow from neighbouring fields.



A 0.5 acre wetland was created in a wet area of an agricultural field adjacent to a woodlot containing a provincially significant wetland feature.

## Tallgrass Prairie Planting

Three acres of tallgrass prairie was planted in a fallow field along the Lake Erie shoreline. The landowner was interested in diversifying habitat on the property and wanted to attract pollinators and Monarchs along a major migration route.



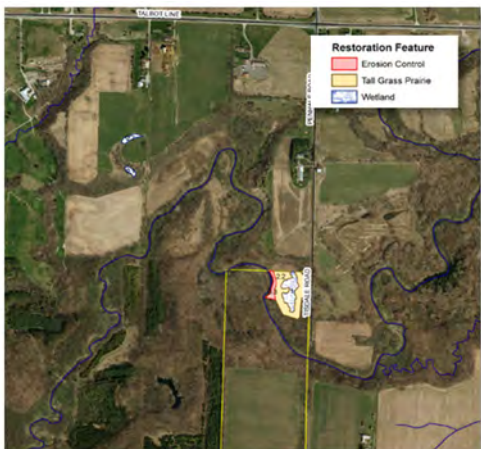
## Erosion Control

This landowner was experiencing erosion that was progressively moving towards the field edge. The project consisted of the construction of a series of rock chute spillways designed to slow down and control the direction of surface water runoff. Sediment control basins/vernal pools were created in between the rock chute spillways to remove sediment from surface waters, while providing wildlife habitat.



## Streambank Erosion Control

A 150 metre section of streambank was regraded and stabilized with rip-rap rock. The bank was then vegetated with native tree and shrub species with support from Environmental Leadership Program students at East Elgin Secondary School.



## 2021 PROGRAM SPONSORS



## 2021 LANDOWNER TESTIMONIALS

- “The ECWP fills a strong need by assisting in the development and creation of environmental stewardship projects that are of interest to the agricultural community as we focus on land preservation.”
- “I have recommended this program to other landowners, including a friend who applied and has had a very successful BMP project installed and has been very satisfied with both the support she received and the beneficial results of the projects.”
- “I look forward to growing more cover crops in 2022 and exploring new ways to integrate green cover to my cropping rotation and I hope that the Elgin Clean Water Program will continue to provide guidance and assistance to farmers interested in undertaking similar practices.”
- “I have experienced many benefits - significantly improved habitat, from insects/pollinators, to song birds, raptors and mammals of all types, from voles and deer to coyotes. The property is in much better balance.”
- “Without funding support from ECWP, I likely would not have been able to address this BMP project.”



The Elgin Clean Water Program is a partnership of:



[www.elgincleanwater.ca](http://www.elgincleanwater.ca)

Municipal Council of the County of Oxford  
Council Meeting - Oxford County

Date: Wednesday, February 9, 2022

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Moved By: Marcus Ryan

Seconded By: Mark Peterson

Whereas in 1998 the Thames Valley District School Board (TVDSB) was formed, through the amalgamation of the former Middlesex County Board of Education, Oxford County Board of Education, Elgin County Board of Education and the City of London Board of Education;

And Whereas upon amalgamation, the TVDSB Trustee distribution consisted of two Trustees elected in each the Counties of Middlesex, Elgin, and Oxford for a total of six Trustees and six Trustees elected in the City of London;

And Whereas the TVDSB electoral group population has remained consistent since amalgamation between 400,000 and 999,999 as such TVDSB qualifies for a total of 12 Trustees for the TVDSB geography, and one Indigenous Trustee appointed per Ontario Regulation 462/97;

And Whereas the number of elected Trustees and the distribution within a Board's jurisdiction is governed by Ontario Regulation 412/00, the Regulation (the Act) requires a School Board to pass a resolution by March 31st of an election year, either designating one or more municipalities as a low population or declaring that no such designation will be made;

And Whereas the electoral quotient (2018) for Middlesex County meets the requirements for Middlesex County to be designated a low population municipality;

And Whereas by Board resolution, Middlesex County has historically been designated low population, thus allotted two Trustee representatives;

And Whereas as contained within the Act, the Board shall have regard based on the principles of: municipalities with low population shall receive reasonable representation; evidence of historical, traditional or geographic communities should be taken into account;

Therefore be it resolved that Middlesex County is deemed by Board resolution the designation as a low population municipality for the purpose of Trustee Distribution;

Therefore be it Resolved that Oxford County support the TVDSB Trustee Distribution of:

- 2 Trustees representing Middlesex County
- 2 Trustees representing Oxford County
- 2 Trustees representing Elgin County
- 6 Trustees representing the City of London
- Indigenous Trustee appointed per Ontario Regulation 462/97 and;

Therefore be it Resolved that Oxford County supports equitable representation that balances the rural interests within the geography of Thames Valley, and the Resolution be forwarded to the Oxford, Elgin, and Middlesex Councils, the Minister of Education, TVDSB Board, Minister of Municipal Affairs and Housing, and all Oxford, Elgin, and Middlesex MPPs.

Motion Carried *Chloe Senior*



**JEFF YUREK, MPP**  
Elgin-Middlesex-London

**Constituency Office:**  
750 Talbot St. Suite 201, West Wing  
St. Thomas, ON, N5P 1E2  
Tel: 519-631-0666  
Fax: 519-631-9478  
jeff.yurekco@pc.ola.org

Warden Mary French  
County of Elgin  
450 Sunset Dr  
St. Thomas, ON  
N5R 5V1

January 31, 2022

Dear Warden French,

I am writing to express my sincere congratulations regarding your third funding instalment of the Municipal Modernization Program, as recently communicated by the Ministry of Municipal Affairs and Housing. I am very proud of the work being done at the County to improve efficiency and modernize service delivery and send my best wishes for a successful year ahead.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Yurek".

Jeff Yurek, MPP  
Elgin-Middlesex-London

**CLOSED MEETING AGENDA**

**February 22, 2022**

**Staff Reports:**

- 1) **Senior Counsel** – Municipal Act Section 239 (2) (f) *advice that is subject to solicitor-client privilege, including communications necessary for that purpose; (k) 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 – Telecommunications*
  
- 2) **Chief Administrative Officer** – Municipal Act Section 239 (2) (b) *personal matters about an identifiable individual, including municipal or local board employees – Organizational Update (WALK-ON)*





## REPORT TO COUNTY COUNCIL

**FROM:** Nicholas Loeb, Senior Counsel  
 Brian Lima, General Manager  
 Engineering, Planning, and Enterprise  
 (EPE)/ Deputy CAO

**DATE:** February 15, 2022

**SUBJECT:** Elgin (County) / Rogers -  
 Telecommunications Equipment  
 Consent and Road User Agreement

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### RECOMMENDATIONS:

It is recommended that:

1. The within Report to Council, dated February 15, 2022, and entitled “Elgin (County) / Rogers – Telecommunications Equipment Consent and Road User Agreement” be received and filed;
2. County Council approve and authorize the Warden and Chief Administrative Officer to execute a proposed Telecommunication Equipment Consent and Road User Agreement as between Elgin (County) and Rogers Telecommunications Inc. in the form and of the content attached.

### INTRODUCTION:

The purpose of this Report to Council is to seek approval and authorization for execution of a proposed Telecommunication Equipment Consent and Road User Agreement (“Telecommunication Agreement”) between Elgin (County) and Rogers Telecommunications Inc..

### BACKGROUND AND DISCUSSION:

Rogers Communications Canada Inc. is a national telecommunication distributor / provider proposing to extend fiber-optic installations, in part located within County Road Allowances, to establish and/or improve telecommunication services within unserved or poorly serviced areas in Elgin County.

On May 25, 2021, County Council approved and authorized administered use of a Telecommunications Agreement in respect of all future proposed fiber-optic installation projects.

Rogers Communications Canada Inc. (“Rogers”) did not find the terms and conditions of the approved May 25, 2021 Telecommunications Agreement acceptable to it and communicated their objections to County staff. County staff undertook negotiations with Rogers and attached to this Report as Appendix ‘A’ is a proposed Telecommunications Agreement that Rogers indicates it finds acceptable.

In comparing the May 25, 2021 Telecommunications Agreement to Appendix ‘A’, changes are made with regard to certain fee structures, definitions, default and remedy provisions and responsibility for relocation costs.

The proposed Agreement will apply to all future Rogers infrastructure installed within the County Road Allowances for the duration of the term of the Agreement.

**FINANCIAL IMPLICATIONS:**

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As between Elgin and Rogers, the Telecommunication Agreement establishes the framework for completion of installation projects in County Road Allowances, including financial arrangements and more specifically including fee and permit structures and blanket performance security, the latter to generally address costs of completion and/or restoration should project works not be completed by Rogers.

**ALIGNMENT WITH STRATEGIC PRIORITIES:**

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Serving Elgin	Growing Elgin	Investing in Elgin
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.</li> <li><input checked="" type="checkbox"/> Exploring different ways of addressing community need.</li> <li><input checked="" type="checkbox"/> Engaging with our community and other stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.</li> <li><input type="checkbox"/> Fostering a healthy environment.</li> <li><input checked="" type="checkbox"/> Enhancing quality of place.</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</li> <li><input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.</li> </ul>

**Additional Comments:** None

**LOCAL MUNICIPAL PARTNER IMPACT:**

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None.

**COMMUNICATION REQUIREMENTS:**

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None.

**CONCLUSION:**

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Staff presents a proposed Telecommunication Agreement with Rogers Communications Canada Inc.. This proposed Telecommunication Agreement varies from the format approved by Council on May 25, 2021 as described in this Report.

All of which is Respectfully Submitted

Approved for Submission

Prepared By:

Julie Gonyou  
Chief Administrative Officer

Nicholas Loeb,  
Senior Counsel

Reviewed By:

Brian Lima, General Manager  
Engineering, Planning, and Enterprise  
(EPE)/ Deputy CAO

**TELECOMMUNICATIONS EQUIPMENT CONSENT and ROAD  
USER AGREEMENT**

This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Effective Date”).

**B E T W E E N:**

**CORPORATION OF THE COUNTY OF ELGIN**

(hereafter the "County")

**OF THE FIRST PART**

- and –

**ROGERS  
COMMUNICATIONS  
CANADA INC.**

(hereafter the "Company")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the County (collectively, the “**Rights-of-Way**” or “**ROWS**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the County’s consent to construct its Equipment Within the ROWs and the County is willing to grant the Company a non-exclusive right to construct within the ROWs provided that it shall not unduly interfere with the public use and enjoyment of the ROW or other public place, including any rights or privileges previously conferred or conferred after the Effective date by the County on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the County hereby provides its consent;

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** In this Agreement, the following words and phrases shall have the following meanings:
  - (a) “**Affiliate**” means “affiliate” as defined in the *Canada Business Corporations Act*;
  - (b) “**Anti-Bribery Law**” means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;
  - (c) “**County Engineer**” means the County’s reviewing authority or the individual designated by him or her;

- (d) **“CRTC”** means the Canadian Radio-television and Telecommunications Commission.
- (e) **“Emergency”** means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
- (f) **“Equipment”** means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
- (g) **“Hazardous Substance”** means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
- (h) **“Municipal Consent”** or **“MC”** means the written consent of the County, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs (as more particularly described in Schedule “B” to this Agreement);
- (i) **“Non-Compliant Equipment”** means:
- (i) For all Equipment installed on or after the Effective Date, Equipment that is not compliant with the alignment approved by the County because the placement of the Equipment is greater than a distance of 1m horizontally or vertically from the location approved by the County, and, the placement of such Equipment has a material impact on the County’s ability to manage or use its ROWs; or,
  - (ii) Equipment installed prior to the Effective Date of this Agreement is assumed to be compliant. However, Equipment installed prior to the Effective Date may be deemed Non-Compliant by the County if unapproved deviations from the approved alignment have a material impact on the County’s ability to manage or use its ROWs; or,
  - (iii) Equipment that is not compliant with other requirements of this Agreement.
- (j) **“Permit”** means a Municipal Consent or a Road Permit or both;
- (k) **“Relocation Notice”** means a written notice given by the County to the Company identifying the specific location and reason for the relocation and directing the Company to relocate the Equipment designated in the notice to another reasonable location in the ROW(s).
- (l) **“Road Permit”** means a Permit issued by the County that, generally, is required to authorize the Company to conduct Work that includes any activity that involves a deployment of its workforce, vehicles and other equipment in the ROWs which may interfere with the public use and enjoyment of the ROW for the duration of the Work when performing the Work.(as more particularly described in Schedule “B” to this Agreement);
- (m) **“Service Drop”** means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
- (n) **“Term”** means subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement as commencing on, \_\_\_\_ day of \_\_\_, 2022 and expiring and terminating on, \_\_\_\_ day of \_\_\_, 2027.
- (o) **“Third Party”** means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company;
- (p) **“Work”** means, but is not limited to, any installation, removal, construction,

maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.

- 1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.
- 1.3 **Recitals, Schedules and Incorporated Documents.** The beginning part of this Agreement entitled “Recitals”, *Schedule “A”* as identified below, and the By-laws and Municipal Policies referred to in this Agreement are hereby incorporated by reference into this Agreement and form part thereof:

**Schedule “A” – Permit Fees**

**Schedule “B” – Permits required by the County**

## 2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The County hereby consents to the Company’s use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines (“**Municipal Guidelines**”) pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.
- 2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the County on Third Parties to use or access the ROWs
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the “**New Equipment**”), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
  - (b) where that Third Party is a Party to a valid and existing Road User Agreement with the County (the “**RUA**”) and the Company, directly or indirectly, acquires the rights and obligations under the said RUA, the RUA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
  - (b) the placement of the Equipment Within the ROWs shall not create or vest in the County any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The County makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an “as is” basis.
- 2.6 **Non-Compliant Equipment.** The County bears no liability or responsibility for relocation costs of all of the following:
- (a) Non-Compliant Equipment;
  - (b) Third Party telecommunications equipment attached to the Company’s Non-

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- Compliant Equipment; and
- (c) any damages, liabilities, re-design costs and associated delay costs incurred by other occupiers of a County ROW resulting from the Company's Non-Compliant Equipment.

If the County identifies the existence of Non-Compliant Equipment, the County will issue a Notice of Non-Compliance to the Company. If the County requires the Non-Compliant Equipment to be relocated, the County will send a Relocation Notice to the Company requesting relocation of the Non-Compliant Equipment and the Company must relocate the Equipment as follows:

- (i) above ground Equipment must be relocated within 90 days of the Company receiving a Relocation Notice from the County;
- (ii) below ground Equipment must be relocated within 180 days of the Company receiving a Relocation Notice from the County, such Relocation Notice to be issued by the County only in the event the County approves plans to re-open the site where the Non-Compliant Equipment is located;

Prior to removal or relocation of Non-Compliant Equipment, the Company must obtain a new alignment approval from the County.

If the Company fails to remove or relocate Non-Compliant Equipment as a result of receiving a Relocation Notice from the County, the County may, in its sole and unfettered discretion, complete the removal or relocation and any associated restoration and the Company must pay to the County all reasonable and verifiable costs related to the relocation and restoration.

### 3. APPLICABLE PERMITS

#### 3.1 Permits.

- (a) Subject to Section 3.2 and 3.4, the Company shall not occupy, excavate, break up, disturb, or move oversized or overweight vehicles within a County ROW, where a Permit is required in accordance with this Agreement and Schedule "B", without first obtaining such Permit.
- (b) For each Permit required above, where applicable, the Company shall submit to the County a completed application, in a form specified by the County and including all Fees in effect throughout the Term as set out in *Schedule "A"* to this Agreement as well as any Security required under this Agreement.

#### 3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may, with advance notice as required by the County, without first obtaining a Permit:

- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the County;
- (b) carry out routine maintenance and field testing to its Equipment; and
- (c) install and repair Service Drops;

provided that in no case shall the Company break up or otherwise disturb the physical hard surface of the ROW without the County's prior written consent.

#### 3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within one (1) year of the date of issuance of the Permit and has not sought and received an extension to the Permit from the County, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.

#### 3.4 **Submission of plans.** Unless otherwise agreed to by the County, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the

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County Engineer:

- (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the County within which the Work is proposed to take place;
  - (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
  - (c) all other relevant plans, drawings and other information as may be normally required by the County Engineer from time to time for the purposes of issuing Permits.
- 3.5 **Refusal to issue Permits.** The County may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the County, having regard to the public interest in having access to communications, including 911 access services. The County shall make good faith effort to provide consent to alternative suggestions, wherever possible, for routing the Equipment Within the ROW to assist the Company in its efforts to facilitate the installation of its Equipment.
- 3.6 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.
- 3.7 **Temporary changes by County.** Notwithstanding any other provision in this Agreement, the County reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The County shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the County shall provide such advance notice as is reasonably possible in the circumstances.
- 3.8 **Granting of Permit Deemed as Municipal Consent Required Pursuant to the Telecommunications Act (Canada).** The County agrees and acknowledges that, subject to satisfaction and performance of all terms and conditions both hereto and provided herein and the granting and issuance of any Roads Permit authorizing installation of Equipment as contemplated by this Agreement and in relation to a location specified therein shall be considered and deemed to represent municipal consent to such installation and use thereof as is required pursuant to applicable laws of the Dominion of Canada, including but not limited to the Telecommunications Act, S.C. 1993, c. 38, as amended.

#### 4. MANNER OF WORK

- 4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the County and in accordance with:
- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
  - (b) the Municipal Guidelines;
  - (c) this Agreement; and
  - (d) the applicable Permits issued under Section 3.1.

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provided that the applicable laws, Municipal Guidelines, this Agreement, and applicable Permits do not conflict with federal law.

- 4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the County. Service drops are not required to be in ducts.
- 4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.
- 4.4 **Stoppage of Work.** The County may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the County shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the County shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the County shall advise the Company immediately that it can commence the Work.
- 4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW, the Company shall, where commercially reasonable and technically practicable, coordinate its work with other existing and new occupants of the ROW.
- 4.6 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the Company for which they work.
- 4.7 **Emergency contact personnel.** The Company and the County shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.8 **Emergency work by County.** In the event of an Emergency, the County may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the County's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.9 **"As-built" drawings.** The Company shall, no later than ninety (90) days after completion of any Work, provide the County Engineer with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the County Engineer, sufficient, for planning purposes, to accurately establish the location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the County's GIS mapping. As-built information is provided a reference only. The County shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the County only and shall not be distributed or disclosed to other parties without prior written consent of the Company. If the County has not received the As-built drawings from the Company within 90 calendar days following the completion of the Work, the Equipment will be considered to be Non-Compliant Equipment.
- 4.10 **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

## 5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the County. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the disturbed surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance

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with the Municipal Guidelines and to the satisfaction of the County.

- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the Company shall restore the ROW which the Company has excavated, broken up or otherwise disturbed to a similar state that it was in prior to the commencement of the Work.
- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the County.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.8 shall apply.

- 5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the County until such time as the final repair is completed by the Company, or, where the County is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the County, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion
- 5.5 **Repairs completed by County.** Where:
- (a) the Company fails to complete a temporary repair to the satisfaction of the County within seventy-two (72) hours of being notified in writing by the County, or such other period as may be agreed to by the Parties; or

(b) the Company and the County agree that the County should perform the repair,

then the County may effect such work necessary to perform the repair and the Company shall pay the County's reasonable and verifiable direct costs of performing the repair.

## 6. LOCATING FACILITIES IN ROWs

- 6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:
- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties.
- 6.2. **Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "**Mark-ups**"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.
- 6.3. **Inaccurate Locates.** Where the Company's Locates are found to be in error, where the actual location of the Equipment is found to be beyond 1 meter horizontally on either side of the Locates, and, as a result, the County is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company

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(the “Error”), the County will notify the Company of the Error, following which the Company shall attempt to resolve the Error. If the Company is unable to resolve the Error in a reasonable time commensurate with the situation, the Company will pay the County for its reasonable and verifiable costs incurred as a direct result of the Error. An Inaccurate Locate resulting from Equipment relocated due to ground movement stemming from, among other things, weather conditions or work or activities carried out by a Third Party, or by, or on behalf of, the County, is not an Error. In the event of a disagreement as to the existence of an Error, the parties agree to work together to determine whether or not the Error stems from ground movement or work or activities carried out by a Third Party, or by, or on behalf of, the County. If it is determined that the conditions of the municipal right-of-way have changed, the parties agree to be reasonable, including with respect to the allocation of direct costs stemming from the change.

## 7. RELOCATION OF EQUIPMENT

- 7.1 **County Request.** Where the County requires and requests the Company to relocate its Equipment for a bona fide municipal purpose, the County shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days, having regard to the nature of the relocation required, the Company shall commence work to relocate its Equipment within a Right- of-Way.
- 7.2 **Allocation of Cost.** The responsibility for the costs incurred in relocating the Company’s Equipment or performing such work referenced, where the County has made a request to the Company to relocate its Equipment as set out above will, for the purposes of this Agreement, be based upon the following chart and include all associated costs (labour, materials, design etc.) as well as depreciation, betterment and recovery of costs:

<b>Year(s) After Installation of Equipment</b>	<b>Percentage of Relocation Costs Paid by the Municipality</b>
1	100%
2	100%
3	100%
4	90%
5	80%
6	70%
7	65%
8	60%
9	55%
10	45%
11	40%
12	35%
13	30%
14	20%
15	10%
16	5%
17+	0%

### 7.3 Exceptions.

- (a) Notwithstanding section 7.2, the County shall be solely responsible for paying all costs related to equipment relocation if the relocation is for beautification or aesthetic purposes. Such costs include, among others, depreciation, betterment, and recovery costs.
- (b) Notwithstanding section 7.2, where the County has given written notice to the Company prior to the issuance of a Road Permit that the location of the Equipment

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subject to the Road Permit will require relocation within five (5) years, and the Company proceeds to install the equipment despite receiving such notice, then the full cost of any relocation of the Equipment shall be at the Company's sole expense.

- 7.4 **Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at its own expense, the Company shall notify the County of such request, in writing, and such request will thereafter be considered and administered by the County acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the County shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the foregoing, the County shall not be permitted to unreasonably withhold, delay or condition its approval for such request.
- 7.5 **Request by Third Party.** Where relocation of Equipment is required due to the County accommodating a third party (hereinafter "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The County agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.
- 7.6 **County efforts.** Where any relocation of Equipment occurs, the County will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the County with all information the County requires to enable it to process a Permit application, the County shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- 7.7 **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the County, have the right to:
- (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

## 8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **General.** The Company covenants and agrees to pay to the County Permit fees, deposits and security associated with and required or reasonably demanded pursuant to this Agreement. The Permit fees and charges and security are set out in this Agreement and in Schedule "A" to this Agreement.
- 8.2 **Fees.** The Company covenants and agrees to pay to the County applicable fees as laid out in Schedule "A" ("Fees and Charges").
- 8.3 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than forty-five (45) days after the date of the invoice was received.
- 8.4 **Default.** Any failure or refusal by the Company to pay any required Fee or Charge as set out in Schedule "A", any cost required by this Agreement or deliver any Security required under this Agreement within the timelines specified herein shall constitute a default

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(“Default”). Upon the occurrence of a Default, the County shall deliver a Notice of Default in writing to the Company. The Company shall have thirty (30) days to cure the Default (the “Cure Period”). In the event that the Default is not cured within the Cure Period, then the County shall have the right to draw upon the Blanket Security described in section 10.7 of this Agreement.

- 8.5 **Payment of taxes.** The Company shall pay, and shall expressly indemnify and hold the County harmless from, all taxes lawfully imposed now or in the future by the County, a local municipality within the geographic jurisdiction of the County, or all taxes, rates, duties, levies or fees lawfully imposed now or in the future by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the County, that are attributable to the Company’s use of a County ROW.

## 9. TERM AND TERMINATION

- 9.1 **Initial term and renewal.** Subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement shall commence on \_\_\_\_\_ day of \_\_\_\_\_ 2022 and expire and terminate due to expiry on \_\_\_\_\_ day of \_\_\_\_\_, 2027 (the “**Initial Term**”).

- (a) The Company in its sole discretion may renew this Agreement with the County for three (3) separate consecutive renewal terms of five (5) years each. To exercise the first option to renew, the Company must provide the County written notice of such election to renew prior to the expiry of the Initial Term, failing which the Agreement will terminate due to expiry. To exercise the second option to renew, the Company must provide the County written notice of such election to renew prior to the expiry of the first valid five-year extension, failing which the Agreement will terminate due to expiry. To exercise the third option to renew, the Company must provide the County written notice of such election to renew prior to the expiry of the second valid five-year extension, failing which the Agreement will terminate due to expiry.
- (b) If a renewal is not exercised prior to the last day of the Initial Term or valid extension, this Agreement shall terminate immediately on the last day of the Term or valid extension, subject to paragraph 9.4 of this Agreement.

- 9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least seven (7) days’ written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.

- 9.3 **Termination by County.** The County may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:

- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies’ Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.

- 9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in

accordance with Section 9.3) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the County in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new replacement agreement (a "New Agreement") is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5 **Removing abandoned Equipment.** Where the Company advises the County in writing that it no longer requires the use of any Equipment, the Company shall, at the County's request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "Abandoned Underground Structures");
- (c) Where, in the reasonable opinion of the County Engineer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the County Engineer, the County may complete said work and the Company shall pay the associated County's Costs.

9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

## 10. INSURANCE AND SECURITY

10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the "Company Insurance") in an amount and description as described below to protect the Company and the County from claims for damages, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

10.2 **Commercial general liability occurrence-based insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain commercial general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of the Company as stated within this

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Agreement;

- (c) include the County as an additional insured;
- (d) contains cross liability and severability of interest clauses.

10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the County's standard form, the County with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the County as an "additional insured". Thereafter, the Company shall provide the County with evidence of all renewals of the Company Insurance in a form acceptable to the County.

10.4 **General insurance conditions.**

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company's liability or obligations under this Agreement.
- (b) The County shall not be liable for any premiums relating to policies under the Company Insurance.
- (c) The policies under the Company Insurance shall provide:
  - (i) that they are primary insurance which will not call into contribution any other insurance available to the County;
  - (ii) a waiver for severability of interest; and
  - (iii) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the County without at least thirty (30) business days' notice to the County by mail.
- (d) The Company will immediately notify the County of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the County.

10.5 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.

10.6 **Blanket Letter of Credit.** If requested by the County, the Company shall, within thirty (30) days thereafter, post an irrevocable blanket letter of credit, for the minimum amount of ten thousand dollars (\$10,000.00) (the "**Blanket Security**"). Once posted by the Company, the County may draw upon the Blanket Security and apply the funds therein against any undisputed outstanding financial obligations owed by the Company to the County under this Agreement.

10.7 **Blanket Security - Term.** The Blanket Security, if requested, shall be posted for a maximum of up to three (3) years and until such time as the County determines that the Company has established a satisfactory business relationship with the County. If the County is required to draw upon the Blanket Security, the County shall advise the Company and the Company shall, within fourteen (14) days thereafter restore the Blanket Security to its original value.

10.8 **Project-specific Security.** The County may also reasonably request, and the Company shall provide, additional project-specific securities for Work projects in an amount equal to the estimated restoration costs of the projects as determined by the Parties. The County shall release the project-specific security once the Company has fulfilled the conditions of the applicable Permit relating to the restoration of the ROW to the satisfaction of the County.

11. **RESPONSIBILITY AND INDEMNIFICATION**

11.1 **No liability County.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging,

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repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the County shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the County or those for whom at law it is responsible.

- 11.2 **Company Indemnity.** The Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the County, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the County and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Equipment, including without limitation, its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal.
- 11.3 **County Acknowledgement.** The County hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.
- 11.4 **County Indemnity.** The County hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence and the negligence of those for whom it is responsible at law.
- 11.5 **No liability, both Parties.** Notwithstanding any other provision in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary, or punitive damages, including damages for pure economic loss or failure to realize expected profits, howsoever caused, or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder
- 11.6 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

## 12. ENVIRONMENTAL LIABILITY

- 12.1 **County not responsible.** The County is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or willful misconduct of the County or those for which it is responsible in law.
- 12.2 **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:
- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
  - (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the County or those for which it is responsible in law.

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The County agrees to provide notice to the Company of any liability arising under this provision in a reasonable period of time after the occurrence. For clarity, the Company shall not be liable in any manner for any events which occurred before the Equipment occupied the ROW.

### 13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

### 14. FORCE MAJEURE

14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages ("**Force Majeure**"). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

### 15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and
- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this Section 15.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement ("**Dispute**") promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party's receipt of written notice, the Parties agree to utilize the services of a mutually agreed upon independent third party mediator. The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the Parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to legal proceedings and/or the CRTC, the mediator shall provide, without prejudice, a non-binding written recommendation for settlement, within thirty (30) days of holding a mediation. Upon receipt of the written settlement recommendation, if an agreement cannot be reached, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the

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County and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

## 16. NOTICE

- 16.1 **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission or electronic (e-mail) transmission, to either Party at the following addresses:

**To the County:**

Corporation of the County Elgin  
450 Sunset Drive  
St. Thomas, Ontario N5R 5V1

**To the Company:**

Attn: Chief Regulatory Officer  
Address: 333 Bloor Street East  
Toronto, ON M4W 1G9  
Tel. no. 613-220-7575  
Fax no. 416-935-4875  
email: [regulatory.access@rci.rogers.com](mailto:regulatory.access@rci.rogers.com)

With copy to:

Attn: Chief Legal Officer  
Address: 333 Bloor Street East  
Toronto, ON M4W 1G9  
Tel. no. 416-935-2505  
Fax no. 416-935-2574  
email: [legal.notices@rci.rogers.com](mailto:legal.notices@rci.rogers.com)

- 16.2 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile or electronic transmission during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

## 17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

- 17.1 Notwithstanding anything to the contrary herein, the County, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "**anything of value**" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close

family/household members of any of those listed above. The County shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the County or its representatives' failure to comply with Anti-Bribery Law. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives'. The Company shall have the right to audit the County's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the County has violated this Section 17. The Company shall have the right to immediately terminate all payments to the County under this Agreement if the County fails to comply with this Section 17.

## 18. GENERAL

- 18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate without the consent of the County, provided that the Company has given notice to the County.
- 18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.
- 18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the County and the Company.
- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **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.
- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.
- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.

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18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND DELIVERED  
in the presence of:

**CORPORATION OF THE COUNTY OF  
ELGIN**

Date: \_\_, \_\_\_\_\_

\_\_\_\_\_  
Mary French, Warden

Date: \_\_

Julie Gonyou, Chief Administrative Officer

*We have the authority to bind the Corporation*

SIGNED, SEALED AND DELIVERED  
in the presence of:

**ROGERS COMMUNICATIONS CANADA  
INC.**

Date: \_\_, \_\_\_\_\_

Pam Dinsmore, VP Regulatory, Cable

Per:

Title:

Date: \_\_, \_\_\_\_\_

Per:

Title:

*I/We have the authority to bind the Corporation*

**SCHEDULE "A"****Fees and Charges****Telecommunication Equipment Consent and Road User Agreement**

<b>By-Law</b>	<b>Fee/Charge</b>	<b>Amount</b>
21-16	Municipal Consent	\$200.00 + \$0.25/m
21-16	Road Permit	\$200.00 to \$400.00

**SCHEDULE "B"****Permits required by the County****Telecommunication Equipment Consent and Road User Agreement**

<b>WORK ACTIVITY</b>	<b>MC</b>	<b>RP</b>	<b>Notification only</b>	<b>No Permit or Notification</b>
Road occupation that causes no disruption to traffic or pedestrian flow to perform Work			X	
Work that requires oversize or overweight vehicles		X		
Road Occupancy that involves the temporary closure of a vehicle travel lane, parking lane to perform Work		X		
Emergency Work with no Excavation, no utilization of trees and or other municipal infrastructure as a support structure				X
Any installation of Equipment that requires Excavation <sup>1</sup> in the ROW, including: <ul style="list-style-type: none"> <li>– the installation of buried Equipment crossing a road;</li> <li>– the installation of new Above-ground Plant;</li> <li>– the relocation of buried Equipment or Above-ground Equipment;</li> <li>– the replacement of existing Above-ground Equipment with equipment that is significantly larger; and</li> <li>– the installation of buried Service Drops that cross a road or a break a hard surface of the ROW.</li> </ul>	X	X		
The installation of aerial Equipment (excluding aerial Service Drops)		X		
Tree trimming on ROWs		X		
The replacement of existing above-ground Equipment without adding more Equipment or significantly increasing its size (pole replacements excluded)			X	
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW			X	
Pulling cable through existing underground duct			X	
The installation of or repair to aerial Service Drops				X
The maintenance, testing and repair of Equipment where there is minimal physical disturbance or changes to the ROW				X
Any other Work activity agreed to by the Municipality				X

**COUNTY OF ELGIN**

**By-Law No. 22-13**

**“BEING A BY-LAW TO APPROVE A TRANSFER PAYMENT AGREEMENT WITH  
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF LONG-TERM CARE TO FUND THE  
IMPLEMENTATION OF A COMMUNITY PARAMEDICINE FOR LONG-TERM CARE  
PROGRAM AND, FURTHER THERETO, TO AUTHORIZE THE WARDEN AND CHIEF  
ADMINISTRATIVE OFFICER TO EXECUTE THE SAID TRANSFER PAYMENT  
AGREEMENT ON BEHALF OF ELGIN COUNTY”**

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipal power to exercise its capacities, rights, powers, and privileges by by-law;

AND WHEREAS Section 8(1) of the said Act also confers broad authority to municipalities to govern its affairs as it considers appropriate;

AND WHEREAS Section 9 of the said Act also confers upon a municipality the right, power, and privileges of a natural person for the purpose of exercising its authority under that or any other Act, which right, power, and privileges include the authority to enter into and execute agreements;

AND WHEREAS Section 11(1) of the said Act also authorizes the Corporation of the County of Elgin, as an upper-tier municipality, to provide a service or thing that is considered necessary or desirable to the public;

AND WHEREAS Section 11(2) of the said Act further authorizes the Corporation of the County of Elgin, as an upper-tier municipality, to pass by-laws respecting the health, safety, and well-being of persons;

AND WHEREAS the Government of Ontario (“Ontario”) has established and funded the Community Paramedicine for Long-Term Care Program as a provincial program designed, to support the provision of community-based health care where paramedics use their education and expertise in community-based, non-emergency care roles, outside their emergency response and ambulance transport roles;

AND WHEREAS Elgin County has applied for financial support from the Ministry of Long-Term Care to fund the implementation of a Community Paramedicine for Long-Term Care Program with the goal of providing additional care for seniors in their own homes before admission into long-term care, and Ontario has approved the said Project for financial support to a maximum contribution of \$4,480,300;

AND WHEREAS a condition for receipt and use of such financial support requires Elgin County, as a recipient of funding, to enter into a written Transfer Payment Agreement with Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Long-Term Care;

AND WHEREAS Elgin County Council is satisfied that it is in the best interests of and advisable for the Municipality to enter into the said Transfer Payment Agreement to secure access to the financial support granted therein.

NOW THEREFORE the Municipal Council of the Corporation of the County of Elgin enacts as follows:

1. THAT the proposed Transfer Payment Agreement between Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Long-Term Care and the Corporation of the County of Elgin in respect of the financial support to fund the implementation of a Community Paramedicine for Long-Term Care Program be and same is hereby approved for execution.
2. THAT on the advice and direction of the County Solicitor, the Warden and Chief Administrative Officer be authorized and directed to enter into and execute the proposed Transfer Payment Agreement between Her Majesty the Queen in Right of the Province of Ontario as represented by the Minister of Long-Term Care and the Corporation of the County of Elgin in respect of the financial support to fund the implementation of a Community Paramedicine for Long-Term Care Program.
3. THAT this By-Law shall become effective once signed by the Warden and Chief Administrative Officer for the County of Elgin and, further thereto, that the Transfer Payment Agreement contemplated herein shall become effective once executed by all Parties thereto.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 22<sup>nd</sup> DAY OF FEBRUARY 2022.

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Julie Gonyou,  
Chief Administrative Officer.

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Mary French,  
Warden.



# ONTARIO TRANSFER PAYMENT AGREEMENT

**THE AGREEMENT** is effective as of the 1<sup>st</sup> day of October, 2021

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Long-Term Care**

(the “Province”)

- and -

**Corporation of the County of Elgin**

(the “Recipient”)

## CONSIDERATION

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

### 1.0 ENTIRE AGREEMENT

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

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports.

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

### 2.0 CONFLICT OR INCONSISTENCY

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

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

### **3.0 COUNTERPARTS**

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

### **4.0 AMENDING THE AGREEMENT**

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties. Schedules appended to this agreement may be amended by the Province without written agreement by all Parties.

### **5.0 ACKNOWLEDGEMENT**

5.1 **Acknowledgement.** The Recipient acknowledges that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
- (b) the Province is not responsible for carrying out the Project; and
- (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 The Recipient shall ensure that all personal information or personal health information in its custody or under its control is managed in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 (MFIPPA), and its regulations, the *Personal Health Information Protection Act, 2004*, S.O. 2004, c. 3, Sched. A, and any other applicable legislation.

5.3 The Province acknowledges that the Recipient is bound by MFIPPA and that any information provided to the Recipient in connection with the Agreement may be subject to disclosure in accordance with MFIPPA.

**- SIGNATURE PAGE FOLLOWS -**

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

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of Long-  
Term Care**

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Honourable Paul Calandra  
Minister of Long-Term Care

**Corporation of the County of Elgin**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Gonyou  
Chief Administrative Officer

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:  
I have authority to bind the Recipient.

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

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**A1.0 INTERPRETATION AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

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

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

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

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

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

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4.

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

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

**“Personal Health Information”** means personal health information as defined in the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Schedule A.

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

**“Project”** means the undertaking described in Schedule “C”.

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

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

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

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

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

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

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

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

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

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

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

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

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

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

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient’s council has authorized the execution of this Agreement by the Recipient by municipal by-law;
- (b) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (c) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (d) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

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

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;

- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

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

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

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

**A4.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

**A5.2 Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

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

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

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

**A6.2 No Conflict of Interest.** The Recipient will carry out the Project and use the



Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
  - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest;
  - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

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

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

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

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

**A7.3 Record Maintenance.** The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any other accounting principles that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or

otherwise to the Project.

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

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

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

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

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

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

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

**A7.8 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;

- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 INDEMNITY**

**A9.1 Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

## **A10.0 INSURANCE**

**A10.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence, which commercial general liability insurance policy will include the following:

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

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

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

## **A11.0 TERMINATION ON NOTICE**

**A11.1 Termination on Notice.** The Province or the Recipient may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

**A11.2 Consequences of Termination on Notice by the Province.** If the Province or the Recipient terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

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

**A12.1 Events of Default.** It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (i) carry out the Project;
- (ii) use or spend Funds; or
- (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii).

**A12.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

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

**A12.3 Opportunity to Remedy.** If, in accordance with section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

**A12.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

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

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

### **A13.0 FUNDS AT THE END OF A FUNDING YEAR**

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

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

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

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

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

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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

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

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

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

## **A16.0 NOTICE**

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

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

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

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

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

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

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

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

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

any terms and conditions the Province may have attached to the consent.

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

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

## **A19.0 WAIVER**

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

## **A20.0 INDEPENDENT PARTIES**

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

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

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

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

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

## **A22.0 GOVERNING LAW**

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



## **A23.0 FURTHER ASSURANCES**

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

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

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

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

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

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

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

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

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing;

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 REVISED SCHEDULES**

A27.1 **Revised Schedules.** The Province may, at any time, upon consultation with the Recipient, provide any or all of the following:

- (a) a new Schedule “B” (Project Specific Information and Additional Provisions);
- (b) a new Schedule “C” (Project);
- (c) a new Schedule “D” (Budget);
- (d) a new Schedule “E” (Payment Plan); and
- (e) a new Schedule “F” (Reports).

**A27.2 Deemed to be Replaced.** If the Province provides a new schedule in accordance with section A27.1, the new schedule shall be deemed to be either Schedule “B” (Project Specific Information and Additional Provisions), Schedule “C” (Project), Schedule “D” (Budget), Schedule “E” (Payment Plan) or Schedule “F” (Reports), as the case may be, (collectively referred to as “**New Schedules**”), for the period of time to which it relates, provided that if the Recipient does not agree with all or any of the New Schedules, the Recipient may terminate the Agreement pursuant to section A11.1.

## **A28.0 SURVIVAL**

**A28.1 Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, sections A12.1, sections A12.2(d), (e), (f), (g), (h), (i), and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, , section A21.2, Article A22.0, Article A24.0, Article A25.0, Article A27.0 and Article 28.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

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

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<b>Maximum Funds</b>	\$ 4,480,300
<b>Expiry Date</b>	March 31, 2024
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$ 5,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name: Ministry of Long-Term Care</b></p> <p><b>Address: 400 University Avenue, 6<sup>th</sup> Floor Toronto ON M5G 1S7</b></p> <p><b>Attention: Kelci Gershon, Director, Policy and Modernization Branch</b></p> <p><b>Email: <a href="mailto:kelci.gershon@ontario.ca">kelci.gershon@ontario.ca</a></b></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name: Corporation of the County of Elgin</b></p> <p><b>Address: 450 Sunset Drive, St. Thomas, ON N5R 5V1</b></p> <p><b>Attention: Malcolm Gilpin, Chief of Paramedic Services</b></p> <p><b>Phone: 519-637-3098 x3</b></p> <p><b>Email: <a href="mailto:malcolm.gilpin@memseo.com">malcolm.gilpin@memseo.com</a></b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name: Corporation of the County of Elgin</b></p> <p><b>Address: 450 Sunset Drive, St. Thomas, ON N5R 5V1</b></p> <p><b>Attention: Julie Gonyou, Chief Administrative Officer</b></p> <p><b>Phone: (519) 631-1460 x105</b></p> <p><b>Email: <a href="mailto:cao@elgin.ca">cao@elgin.ca</a></b></p>

**Additional Provisions:**

None

## **SCHEDULE “C” PROJECT**

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### **Project Objectives**

The Project is a Community Paramedicine for Long-Term Care (CPLTC) program delivered according to the CPLTC Program Framework (“the Framework”), as may be amended from time to time by the Province. The Framework forms part of this Schedule “C”.

The objectives of the Project are to be consistent with the overall goals of the CPLTC program as listed in the Framework.

### **Project Outcomes**

- Reduced 911 calls,
- Reduced emergency department visits,
- Reduced hospital admissions,
- Long-term care (LTC) waitlist stabilization as more individuals avoid going into crisis,
- Delayed entry into LTC home,
- Increased integration with Home and Community Care and Primary Care, and
- Peace of mind for individuals, families and caregivers while waiting for a LTC placement.

### **Project Activities**

The Project will be delivered by Medavie EMS Elgin Ontario in the area served by Medavie EMS Elgin Ontario.

The Project will consist of delivering the following activities, based on identified community needs for services that will benefit those eligible or soon to be eligible for LTC, according to the Framework:

- 24/7 access to one or more of the following defined non-emergency procedures in people’s own homes addressing urgent, episodic care needs:
  - diagnostic procedures, assessment and testing during routine home visits, where allowed under appropriate medical oversight;
  - at-home treatment under supervision of a physician, where required;
  - at-home treatment of minor conditions (e.g. falls, lacerations, bruises)
- Prompt, flexible and proactive response to an individual’s changing circumstances or medical conditions, and if necessary, connecting them to the right health care provider and social services at the right time in order to avoid escalation and crisis.
- Delivering routine-based remote monitoring of one or more of the following:
  - blood pressure,
  - heart rate,
  - oxygen saturation,
  - blood glucose,
  - weight,

- temperature,
- Immunizations, vaccinations and other injections (e.g. tetanus),
- Certain other controlled medical procedures and treatments at home under appropriate medical oversight.

### **Accountability**

In respect of the Project, the Recipient will:

- Oversee program accountability to ensure services and program meet program guidelines and maximize resources;
- Report back to the Ministry of Long-Term Care regarding program accountability and evaluation, as outlined in Schedule “F”;
- Coordinate with the South West Home and Community Care Support Services for the purposes of:
  - reviewing the long-term care waitlist to determine patient suitability for the CPLTC program,
  - receiving and sending referrals, and
  - sharing information for patient care and evaluation, according to applicable privacy legislation.
- Ensure that individuals providing community paramedicine services will have the required medical oversight according to applicable provincial requirements, and conform to any new oversight model the Province may require; and
- Ensure that individuals providing community paramedicine services will abide by all applicable legislation and regulations.

**SCHEDULE "D"**  
**BUDGET**

ITEM	2021-2022 Funding Year	2022-2023 Funding Year	2023-2024 Funding Year
<b>Staffing</b>			
Salaries and Wages	\$79,220	\$866,392.00	\$998,073.00
Overtime Wages / Premiums	0	\$110,825.00	\$0.00
<b>Total - Salaries and Wages</b>	\$79,220	<b>\$977,217.00</b>	<b>\$998,073.00</b>
Employee Benefits	\$22,181	\$221,300.00	\$381,949.00
<b>Total - Employee Benefits</b>	\$22,181	<b>\$221,300.00</b>	\$381,949.00
<b>Total - Staffing</b>	\$101,401	<b>\$1,198,517.00</b>	<b>\$1,380,022.00</b>
<b>Other Expenditures</b>			
<b>Vehicle costs</b>			
Operating	\$2,500	\$59,500.00	\$59,500.00
Leasing	\$0	0	0
Purchasing	\$150,000	\$0.00	0
<b>Total - Vehicle costs</b>	\$152,500	\$59,500.00	\$59,500.00
<b>Medical Costs</b>			
Medical Supplies	\$37,816	36,300.00	\$48,400.00
Medications	\$0	0	\$0.00
<b>Total - Medical costs</b>	\$37,816	36,300.00	\$48,400.00
<b>Equipment</b>			
Uniforms/PPE	\$6,000	\$22,000.00	28,000.00
Medical equipment	\$168,500	\$26,000.00	\$26,000.00
<b>Total - Equipment</b>	\$174,500	\$48,000.00	\$54,000.00
<b>Technology costs</b>			
Computers, telephones	\$113,000	\$40,000.00	\$40,000.00
Database licences	\$7,000	\$13,200.00	\$15,000.00
Connectivity	\$25,000	\$34,200.00	\$34,200.00
Remote monitoring equipment and operating costs	\$0	\$45,000.00	\$55,000.00
<b>Total - Technology costs</b>	\$145,000	\$132,400.00	\$144,200.00
<b>Training and development</b>			

ITEM	2021-2022 Funding Year	2022-2023 Funding Year	2023-2024 Funding Year
Costs exclusive to CPLTC training	\$127,700	65,504.00	\$66,814.00
<i>Total - Training and development</i>	\$127,700	<i>65,504.00</i>	<i>\$66,814.00</i>
<b>Administrative costs</b>			
Reporting and program coordination	\$0	\$147,135.00	\$170,770.00
Office supplies	\$82,183	\$24,044.00	\$24,094.00
<i>Total - Administrative costs</i>	\$82,183	<i>\$171,179.00</i>	<i>\$194,864.00</i>
<b>Total - Other Expenditures</b>	\$719,616	<b>\$512,839.00</b>	<b>\$567,684.00</b>
<b>Total</b>	<b>\$821,100</b>	<b>\$1,711,400.00</b>	<b>\$1,947,800.00</b>
<b>Maximum Funds, Up To</b>	<b>\$821,100</b>	<b>\$1,711,400.00</b>	<b>\$1,947,800.00</b>

The Recipient may move up to 25% once per Funding Year amongst budget lines without prior written consent from the Province so long as a rationale is provided during the financial reporting process. Written consent from the Province is required should the Recipient seek to move more than 25% of the funding amongst budget lines.

Eligible costs are subject to prior approval by the Province and must relate to the planning of the Project or provision of services to eligible CPLTC program participants within each Funding Year.

Eligible costs:

- Staffing, including salaries, wages and benefits;
- Vehicles costs, including operating, leasing or purchasing costs;
- Medical supplies;
- Equipment, including uniforms and personal protective equipment;
- Technology costs, including computers, telephones, database licenses, connectivity and remote monitoring equipment and operating costs;
- Training and development exclusive to the CPLTC program; or
- Administrative support and supplies, including reporting and program coordination, office supplies.

Ineligible costs:

- Advocacy costs;
- Refundable expenses;
- Costs already funded by the Province or another government;
- Physician fees for direct service or sessional fees;
- Laboratory fees or the provision of drugs that are funded through separate mechanisms (e.g., Ontario Health Insurance Plan (OHIP), Ontario Drug Benefit (ODB));
- Any costs covered under the Ontario Health Insurance Plan (OHIP);

- Consulting costs; and
- Costs unrelated to delivering or planning the Project.

Pursuant to Section A13.1, unspent funds and funds not used for the intended and approved purposes may be recovered by the Province. Funding will be reconciled as part of the ministry's annual settlement process.



**SCHEDULE “E”  
PAYMENT PLAN**

The Province shall provide the Funds to the Recipient in quarterly payments throughout each Funding Year, as set out below. Funds will be paid to the Recipient in advance, at the beginning of each quarter.

<b>PAYMENT DATE (2021/2022 FUNDING YEAR)</b>	<b>FUNDS</b>
March 2022	\$821,100
<b>TOTAL MAXIMUM FUNDS, up to</b>	<b>\$821,100</b>

<b>PAYMENT DATE (2022/2023 FUNDING YEAR)</b>	<b>FUNDS</b>
April 2022	\$427,850
July 2022	\$427,850
October 2022	\$427,850
January 2023	\$427,850
<b>TOTAL MAXIMUM FUNDS, up to</b>	<b>\$1,711,400</b>

<b>PAYMENT DATE (2023/2024 FUNDING YEAR)</b>	<b>FUNDS</b>
April 2023	\$486,950
July 2023	\$486,950
October 2023	\$486,950
January 2024	\$486,950
<b>TOTAL MAXIMUM FUNDS, up to</b>	<b>\$1,947,800</b>

## SCHEDULE “F” REPORTS

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### FINANCIAL REPORTING

In 2021-22, the recipient must report on financial spending by completing and submitting the Final (year-end) Financial Report in their Transfer Payment Ontario (TPON) portal, due on May 31<sup>st</sup>, 2022.

For every subsequent fiscal year, the recipient must report on financial spending by completing and submitting the Interim (Q3) financial report and the Final (year-end) Financial Report in their Transfer Payment Ontario (TPON) portal.

- The Interim (Q3) financial report is due on January 31<sup>st</sup> of each fiscal year
- The Final (year-end) financial report is due on May 31<sup>st</sup> of each fiscal year

### PERFORMANCE METRICS

#### I. Bi-Weekly Reporting

Once their CPLTC program has been implemented (i.e. first client rostered), the Recipient must report the following performance metrics to the Province **every two weeks** :

- Number of clients receiving services within the reporting period; and
- Number of clients who have received services to date.

#### II. Quarterly Reporting

In order to support the analysis and evaluation of the CPLTC program, the Recipient must report performance metrics to the Province on a **quarterly and year-end basis**:

<b>Report (Performance Indicators)</b>	<b>Due Date</b>
Q1 Report (April-May-June)	July 31
Q2 Report (July-August-September)	October 31
Q3 Report (October-November-December)	January 31
Year-End Report	April 30

As part of this quarterly and year-end reporting, the Recipient must report the following data to the Province:

- Patient profile, including health card number, patient’s age, behavioural symptoms, presence of chronic conditions, and living arrangements;
- Program information, including enrollment/discharge date, reasons of discharge, and referrals;
- Services provided, including number of visits (in-person/virtual) and types of services;

As part of the bi-annual qualitative reporting required, the Recipient must report the following data to the Province through a client/caregiver satisfaction survey:

- Client/caregiver satisfaction/perspective on whether Community Paramedicine helped them being stable at home;
- Client/caregiver perspective on whether Community Paramedicine was helpful in term of managing their usage of the broader health system (e.g., 911 calls, emergency department visits); and
- Community Paramedicine partner (home and community care/primary care) satisfaction.

Programs are required to submit surveys to the province at the end of the first and third quarter (Q1 and Q3).