



Municipality of West Elgin

Agenda

Council Meeting

May 28, 2020, 11:00 a.m.

Electronic Participation Meeting

Due to the COVID-19 Pandemic and the Emergency Order Issued by the Province of Ontario under Emergency Management & Civil Protection Act, prohibiting gatherings of more than 5 people, this meeting will be held electronically

Documents are available in alternate formats upon request. Please contact the Clerk's Department if you require an alternate format or accessible communication support at 519-785-0560 or by email at jnethercott@westelgin.net.

Pages

1. Closed Session - 9:00 a.m.

Under Section 239(2) (b) of the *Municipal Act*, consideration will be given to personal matters about identifiable individual(s) including municipal or local board employee(s) and labour relations or employee negotiations

2. Call to Order - Not Before 11:00 a.m.

3. Report from Closed Session

4. Adoption of Agenda

Recommendation:

That West Elgin Council hereby adopts the Agenda as presented.

5. Disclosure of Pecuniary Interest

6. Adoption of Minutes

Recommendation:

That the Minutes of the Council meeting on May 14, 2020 be adopted as circulated and printed.

7.	Business Arising from Minutes	
8.	Staff Reports	
8.1	Emergency Management/ Fire	
8.1.1	Emergency Control Group Minutes - May 15, 2020	16
8.1.2	Emergency Control Group Minutes - May 22, 2020	18
8.2	Operations & Community Services	
8.2.1	L. Gosnell, Manager of Operations & Community Services - Rodney Water Main Replacement Tender Award	20
	Recommendation: That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations and Community Services re: Award Tender – Rodney Water Main replacement; and That West Elgin Council hereby awards the tender for water main replacement in Rodney to the lowest bidder – Cope Construction and Contracting in the amount of \$147,031.60 plus applicable taxes.	
8.3	Administration	
8.3.1	J. Nethercott, Clerk - Integrity Commissioner/Closed Meeting Investigator/Ombudsman Proposed Contract Extension	24
	Recommendation: That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: proposed contract extension with Independent Resolutions Inc. as Integrity Commissioner/Closed Meeting Investigator/Ombudsman; and That the County of Elgin be advised that West Elgin Council is supportive of extending the current contract with Independent Resolutions Inc. as Integrity Commissioner/Closed Meeting Investigator/Ombudsman for the Municipality of West Elgin effective January 1, 2021 until December 31, 2022, with the existing terms and conditions as the previous contract and with no change in fees for another two (2) years, if agreed upon by Elgin County, Middlesex County and Elgin’s participating municipalities.	

9.	Committee and Board Report	
10.	Accounts	
	Recommendation:	
	That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #5A amounting to \$435,840.56 in settlement of General, Road, Water and Arena Accounts (including EFT#2640-2663 & online Payments# 434-441 and Payroll PP11).	
11.	Other Business	
11.1	Statements/Inquires by Councillors	
11.2	Notice of Motion	
11.3	Matters of Urgency	
12.	Correspondence	
12.1	County of Elgin - County Prosecutor Billing Rate	49
12.2	G. Audet - Waiver of Water Shut off Fee	50
12.3	R. King - PGTP Smoker/Campfire Issues	51
13.	By-Laws	
13.1	By-Law 2020-40 - Water and Wastewater Rates for 2020	53
	Recommendation:	
	That By-law 2020-40, being a by-law to set the water and wastewater rates in West Elgin for 2020 and to repeal by-law 2019-101, be read a first, second and third and final time.	
13.2	By-law 2020-41 - Tax Ratio By-law	55
	Recommendation:	
	That By-law 2020-41 being a by-law to set the 2020 transition ratios and levy taxes for the year of 2020 and to establish special area charges for garbage collection be read a first, second and third and final time.	

13.3 By-Law 2020-43 - Agreement to Install Telecommunications Equipment on Rodney Water Tower

66

Recommendation:

That By-law 2020-43 being a by-law to authorize the execution of an agreement between The Corporation of the Municipality of West Elgin and North Frontenac Telephone Elgin Corp. for the installation of telecommunications equipment on the Rodney Water Tower, be read a first, second and third and final time.

14. Confirming By-Law

81

Recommendation:

That By-law 2020-42 being a by-law to confirm the Regular Meeting of Council on May 28, 2020, be read a first, second and third and final time.

15. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 9:30 a.m. on June 11, 2020 or at the call of the Chair.



Municipality of West Elgin

Minutes

Council Meeting

May 14, 2020, 9:30 a.m.

Electronic Participation Meeting

Due to the COVID-19 Pandemic and the Emergency Order Issued by the Province of Ontario under Emergency Management & Civil Protection Act, prohibiting gatherings of more than 5 people, this meeting will be held electronically

Present:
Mayor D. McPhail
Deputy Mayor R. Leatham
Councillor T. Tellier
Councillor A. Cammaert
Councillor B. Rowe

Staff Present:
M. Badura, CAO/ Treasurer
J. Nethercott, Clerk
L. Gosnell, Public Works Superintendent
J. Morgan-Beunen, Chief Building Official
H. James, Planner
A. Beer, Fire Chief
Sam Smith, OCWA
Susan Budden, OCWA

1. Closed Session - 9:00 a.m.

Under Section 239(2) (b) of the *Municipal Act*, consideration will be given to personal matters about identifiable individual(s) including municipal or local board employee(s)

2. Call to Order

Mayor Duncan McPhail called the meeting to order at 10:02 a.m. Mayor McPhail commented that to his knowledge this is the first time general citizens have listened and or viewed a Council meeting via electronic access and welcomed the viewers as part of history.

3. Report from Closed Session

Mayor McPhail reported out of Closed Session at 10:03 a.m., that a by-law will be passed in the by-law portion of the agenda to repeal and replace the Fire Schedule of the Remuneration By-law.

4. Adoption of Agenda

Resolution No. 2020-153

Moved: Councillor Tellier

Seconded: Councillor Cammaert

That West Elgin Council hereby adopts the Agenda as presented.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

5. Disclosure of Pecuniary Interest

No disclosures

6. Adoption of Minutes

Resolution No. 2020-154

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That the Minutes of the Council meeting from April 23, 2020 and Special Council Meeting on May 8, 2020 be adopted as circulated and printed.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

7. Business Arising from Minutes

None.

8. Staff Reports

8.1 Water

8.1.1 S. Smith, OCWA - West Elgin Water Distribution System First Quarter Operations Report

Resolution No. 2020-155

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Sam Smith, OCWA re: West Elgin Distribution System First Quarter Operations Report, for information purposes.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

8.2 Wastewater

8.2.1 S. Smith, OCWA - West Lorne WWTP First Quarter Operations Report

Mr. Smith reported that when the upgrade of the West Lorne Wastewater Treatment Plant was started OCWA applied for Hydro incentives regarding the installation of the VFD's and they are happy to report that these incentives have been approved and West Elgin should shortly be receiving a cheque for a grant of \$14,150 for the installation of the hydro saving VFD's along with realizing hydro savings yearly.

Resolution No. 2020-156

Moved: Deputy Mayor Leatham

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Sam Smith, OCWA re: West Lorne Waste Water Treatment Plant First Quarter Operations Report, for information purposes.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

8.2.2 S. Smith, OCWA - Rodney WWTP First Quarter Operations Report

Mr. Smith reported that OCWA is still inquiring regularly as to the outcome of the grant application for the Rodney Wastewater Treatment Plant upgrades, as of right now no update has been provided.

Councillor Rowe inquired if there would be any impact to the Municipal budget regarding OCWA's requirements during COVID-19? Mr. Smith reported that our service level will remain the same and no new charges should appear.

Resolution No. 2020-157

Moved: Councillor Tellier

Seconded: Councillor Rowe

That West Elgin Council hereby receives the report from Sam Smith, OCWA re: Rodney Waste Water Treatment Plant First Quarter Operations Report, for information purposes.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

8.3 Fire

8.3.1 Al Beer, Fire Chief - Fire Department April Update

Councillor Cammaert thanked the Fire Department for all their work during the COVID-19 Pandemic.

Resolution No. 2020-158

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Al Beer, Fire Chief re: Fire Department April Update for information purposes.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe
Abstain (1): Mayor McPhail
Carried (4 to 0)

8.4 Building

8.4.1 J. Morgan-Beune, CBO - Building Activity Report April 2020

Council received and filed the report regarding Building Permits for April 2020.

8.4.2 J. Morgan-Beunen, CBO - Building Department COVID-19 EMCPA O. Reg. 200/20

Council received and filed the report from Jackie Morgan-Beunen, Chief Building Official re: EMCPA O.Reg. 200/20 as it relates to the business of Construction for inspections and permit issuance.

8.5 Planning

8.5.1 H. James, Planner - Update on Planning Applications and COVID-19

Resolution No. 2020-159

Moved: Deputy Mayor Leatham

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Heather James regarding the exemption of the Planning Act from Ontario Regulation 73/20; and,

That West Elgin Council provides direction to staff to move ahead with scheduling virtual public meetings for Planning Act applications.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe
Abstain (1): Mayor McPhail
Carried (4 to 0)

8.6 Emergency Management

8.6.1 Minutes of Emergency Control Group Meeting - April 24, 2020

8.6.2 Minutes of Emergency Control Group Meeting - May 1, 2020

8.7 Operations & Community Services

8.7.1 L. Gosnell, Manager of Operations & Community Services – Monthly Report

Resolution No. 2020-160

Moved: Councillor Tellier

Seconded: Councillor Rowe

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services, for information purposes.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

8.8 Treasury

8.8.1 M. Badura, CAO/Treasurer - 2020 YTD Financials and COVID-19 impact

Resolution No. 2020-161

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer entitled 2020 YTD Financials and Covid-19 impact for information only.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

8.8.2 M. Badura, CAO/Treasurer - Port Glasgow Yacht Club

Ms. Badura reported to Council that there is a past due engineering invoice for Port Glasgow Yacht Club of \$7,753.16, that current staff were unaware of and that this invoice will be paid shortly, however she wanted Council to be aware of this.

8.9 Administration

8.9.1 M. Badura, CAO/Treasurer - COVID-19 Pandemic and Municipal Services

Mayor McPhail stated that Council needs to prepare to hold in person meetings again and in order to do this we will need a larger room than we currently have as Council Chambers. Staff suggested that the West Elgin Recreation Centre could be a viable alternative to host Council and public meetings and maintain physical distancing.

Councillor Cammaert stated that she isn't comfortable hosting in person meetings as of yet, Mayor McPhail stated that this would only be when the Province allows the increase in gathering size.

Resolution No. 2020-162

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: COVID-19 Pandemic and Municipal Services; and

That West Elgin Council hereby directs staff to reopen the municipal office to the public in conjunction with other Elgin County municipalities.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

Resolution No. 2020-163

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council hereby approves the use of West Elgin Recreation Centre as a temporary location to host official Meetings of Council, at the call of the chair

For (3): Deputy Mayor Leatham, Councillor Tellier, and Councillor Rowe

Against (1): Councillor Cammaert

Abstain (1): Mayor McPhail
Carried (3 to 1)

9. Committee and Board Report

9.1 Elgin County Council

9.2 West Elgin Community Centre Board of Management

Mayor McPhail reported that there had been a committee meeting and asked Manager of Operations & Community Services to provide the rest of Council with an update on the mould remediation in the arena. Lee Gosnell stated that the remediation work is almost complete and due to the depth of the mould, it has been recommended that the ceiling be repainted with a special encapsulating paint.

9.3 Lower Thames Conservation Authority

9.3.1 Board of Directors Meeting Minutes - April 16, 2020

9.3.2 Source Protection Region Meeting Minutes - April 16, 2020

10. Accounts

Resolution No. 2020-164

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #5 amounting to \$426,283.83 in settlement of General, Road, Water and Arena Accounts (including cheques # 25338-25352, EFT#2591-2639 & online Payments# 416-433 and Payroll PP09/10).

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

11. Council Announcements

Councillor Tellier reported that at a recent Rodney Aldborough Agricultural Society meeting, the difficult decision was made to cancel the 2020 Rodney Aldborough Fair to protect the public safety.

12. Correspondence

12.1 Federation of Canadian Municipalities - Report on COVID-19 and Municipal Financial Crisis

12.2 Town of Midland - Letter to Prime Minister re: Financial Aid Plan

Resolution No. 2020-165

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That West Elgin Council supports the proposal in principle from the Town of Midland, for the federal government to provide grant funding for municipalities to forgive tax payments; and

That this motion be sent to the Prime Minister of Canada, local MPs and MPPs and Association of Municipalities of Ontario.

For (3): Deputy Mayor Leatham, Councillor Tellier, and Councillor Rowe

Against (1): Councillor Cammaert

Abstain (1): Mayor McPhail

Carried (3 to 1)

12.3 Township of Montague - Letter to Prime Minister re: support of Town of Midland resolution

12.4 Canadian Tire Jump Start Grant - of 2020 Jumpstart Grant Update

12.5 Elgin County Warden - Support for Bill 156: Security from Trespass and Protecting Food Safety Act

13. By-Laws

13.1 By-Law 2020-29(a) - Amend Employee Remuneration By-law

Resolution No. 2020-166

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2020-29(a) being a by-law to amend By-Law 2020-29, Employee remuneration by-law, be read a first, second, third and final time.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

14. Confirming By-Law

Resolution No. 2020-167

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That By-law 2020-39, being a by-law to confirm the proceedings of the Regular Meeting of Council on May 14, 2020, be read a first, second and third and final time.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

15. Adjournment

Resolution No. 2020-168

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That the Council of the Municipality of West Elgin hereby adjourn at 12:36 p.m. to meet again at 9:30 a.m. on May 28, 2020 or at the call of the Chair.

For (4): Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Abstain (1): Mayor McPhail

Carried (4 to 0)

Duncan McPhail, Mayor

Jana Nethercott, Clerk



**Municipality of West Elgin
Emergency Control Group
Meeting Minutes
May 15, 2020, 3:00 p.m.
Held via Zoom**

Present: Mayor D. McPhail
Deputy Mayor R. Leatham
CAO/Treasurer M. Badura
CEMC B. Weber
Alternate CEMC L. Gosnell
Fire Chief Al Beer
Utilities M. Kalita
Scribe J. Nethercott

CAO/Treasurer Magda Badura called the meeting to order at 3:04 p.m.

Magda Badura provided an update on the recent provincial announcement. This announcement will open the Port Glasgow Trailer Park to seasonal residents. An announcement will be going out to seasonal residents once we receive some clarification from Minister Yurek's Office. This should be coming quickly as requested by Mayor McPhail. Mayor McPhail stated he is worried about ensuring safety and adherence to the physical distancing and gathering rules at the area trailer parks. Staff stated that at this time the guidelines and rules have been clearly communicated to the seasonal residents of Port Glasgow Trailer Park and staff have been in communication with the other trailer park owner/operators, all of whom plan on following similar rules to avoid confusion and complaints. It is hoped that residents understand they must follow the rules and guidelines or lose their privileges.

Lee Gosnell provided an update that this announcement will also allow the tennis court, Skate Park and basketball courts to open on Tuesday May 19. Signage will be put up warning this area is not sanitized and to use at own risk. The Port Glasgow Yacht Club will be opening on Saturday May 16, 2020, however public washrooms and access to the beach are still closed.

Magda provided an update on the Office preparations for re-opening. Plexiglas for the front counter and Service Ontario areas has arrived and will be installed next week. Staff have been stocking up on PPE and is sourcing as much as they can. Guidelines are being written with regards to office procedures for re-opening to the public. Magda also reported that she is looking into hiring a part-time staff member to assist with cleaning and crowd control, along with a reduction in hours for Service Ontario. West Elgin Municipal Office will open in conjunction with other Elgin County municipal offices

and staff are currently working with the other Service Ontario providers to ensure we all open together to prevent overwhelming one office.

Emergency Control Group Meeting adjourned at 3:38 p.m.

Magda Badura
Chair
CAO/Treasurer

Jana Nethercott
Scribe



**Municipality of West Elgin
Emergency Control Group
Meeting Minutes
May 22, 2020, 1:00 p.m.
Held via Zoom**

Present: Deputy Mayor R. Leatham
CAO/Treasurer M. Badura
CEMC B. Weber
Alternate CEMC L. Gosnell
Fire Chief Al Beer
Utilities M. Kalita
Scribe J. Nethercott
Regrets: Mayor D. McPhail

CAO/Treasurer Magda Badura called the meeting to order at 1:03 p.m.

Magda Badura provided an update on recent announcements from the Ministry of Health from May 19, regarding the opening of some outdoor amenities and May 20 regarding the recommendation to wear masks in public where physical distancing can not be maintained. Magda also provided an update that the Ministry of Education stated on May 19 that all public schools will remain closed for this school year.

Magda reported that the Southwestern Public Health call today she inquired if they should be planning for COVID-19 to last and therefore makes more sense to purchase permanent or at least longer lasting signage. Southwestern Public Health confirmed that they expect this to be around for two (2) to three (3) years. Magda also inquired about guidelines for garage sales, as we have put out social media posts discouraging garage or yard sales. The Health Unit is not comfortable at this time releasing guidelines as they feel it is too early in the easing of restrictions to even think about hosting of these sales.

Magda reported that the Plexiglas has been installed in the office, wireless moneris machine and popsicle sticks have arrived and one more staff member has returned to work. She is concerned with maintaining our stock pile of PPE once we do open to the public and is working the Fire Chief about securing more PPE through their vendors to avoid price gouging.

Lee Gosnell reported that the tennis courts are now open and we have placed temporary use at own risk signs at the entrances until permanent ones have been ordered. The only benches that were removed were the ones on the Main Street of West Lorne and at this time they will not be returned until permanent signs are ready.

Jana Nethercott reported that Dutton Dunwich and Newbury Service Ontario offices are completely in agreement with opening together and that the earliest possible date for re-opening would be June 1st, however no one is sure this is doable at this time.

Jana Nethercott also reported that she has been receiving an increased number of calls for marriage license from as far away as Toronto as there are only 3 municipal offices in Ontario (as far as she knows) that are agreeing to do marriage licenses. At this time the plan is to continue to do these as contact free as possible in the parking lot, but should the numbers get to large, there may need to be some changes made to not encourage travel from outside of our area.

Richard Leatham inquired if we could open just Service Ontario and not the municipal office and explain this through signage. Magda explained that this is not possible due to our set up and that approximately 80% of the foot traffic in the office is related to Service Ontario.

Bettina Weber stated that in the other Municipalities she assists it has also been discussed that longer term planning needs to be made an office need to be prepared for more waves of this pandemic and she feels that the idea of permanent signs, installation of the Plexiglas and other steps taken are all good ideas. She has received a legal opinion that it is not necessary to take temperatures of the public entering our offices but that we may be able to require the use of masks for staff and public. She also stated that she is testing out an electronic version of her Introduction to Emergency Management course and if this goes well she will be offering to other areas soon.

Emergency Control Group Meeting adjourned at 1:21 p.m. to meet again at 1 p.m. on June 5, 2020.

Magda Badura
Chair
CAO/Treasurer

Jana Nethercott
Scribe



Staff Report

Report To: Council Meeting
From: Lee Gosnell
Date: 2020-05-28
Report: 2020-01
Subject: Rodney Water Main Replacement

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations and Community Services re: Award Tender – Rodney Water Main replacement; and

That West Elgin Council hereby awards the tender for water main replacement in Rodney to the lowest bidder – Cope Construction and Contracting in the amount of \$147,031.60 plus applicable taxes.

Purpose:

The purpose of this report is to have Council award the tender for replacement of a section of cast water main, which runs between Clark Street and the old town hall in Rodney.

Background:

The attached tender summary sheet details the tenders received for the above noted water main. All tenders were received and reviewed by Spriet Associates to verify their accuracy.

Financial Implications:

The West Elgin 2020 capital budget included \$200,000.00 for the replacement of this cast iron water main. Engineering and Construction costs will come in under the original budget amount.

Related Documents:

Spriet Associates letter of recommendation.

Report Approval Details

Document Title:	Rodney Watermain Replacement.docx
Attachments:	- Letter of Recommendation (3) (003).pdf
Final Approval Date:	May 25, 2020

This report and all of its attachments were approved and signed as outlined below:

Jana Nethercott



**SPRIET
ASSOCIATES**

ENGINEERS & ARCHITECTS

155 York Street
London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
Email: mail@spriet.on.ca
www.spriet.on.ca

May 19, 2020

Mr. Mike Kalita
Utilities Manager
Corporation of the Municipality of West Elgin
22413 Hoskins Line
RODNEY, Ontario N0L 2C0

Mr. Kalita:

Re: Rodney Watermain 2020
Our Job No. 220028

We have completed our review of the three (3) tenders submitted on May 15, 2020 for the above noted project.

The following is a summary of the tenders as received:

CONTRACTOR	CONTRACT PRICE SUBMITTED (excl. H.S.T.)	CONTRACT PRICE CORRECTED (excl. H.S.T.)
Cope Construction & Contracting Inc.	\$147,031.60	---
1926705 Ontario Inc. o/a Aar-Con Excavating	\$185,000.00	---
2044970 Ontario Inc. o/a All Season Excavating	\$212,389.38	---

All tenderers were required to submit the following:

- i) "Bid Deposit" in the amount of 10% of the Tender Price.
- ii) 50% Performance Bond.
- iii) 50% Labour and Material Bond.
- iv) Form of Tender Statements 'A' to 'D'.
- v) Acknowledgement of Receipt of Addendum No. 1.

Mathematical errors were not found in any of the submitted tenders.

Based on the above, and our knowledge and past experience on successful projects with Cope Construction & Contracting Inc., we recommend that this contract be awarded to Cope Construction & Contracting Inc.

It is our pleasure to be of service.

Yours truly,

SPRIET ASSOCIATES LONDON LIMITED

A handwritten signature in blue ink, appearing to read "Chris Lierman". The signature is fluid and cursive, with the first name "Chris" written in a larger, more prominent script than the last name "Lierman".

Chris Lierman, P. Eng.



Staff Report

Report To: Council Meeting
From: Jana Nethercott, Clerk
Date: 2020-05-28
Report: 2020-06
Subject: Integrity Commissioner/Closed Meeting Investigator/Ombudsman
Proposed Contract Extension

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: proposed contract extension with Independent Resolutions Inc. as Integrity Commissioner/Closed Meeting Investigator/Ombudsman; and

That the County of Elgin be advised that West Elgin Council is supportive of extending the current contract with Independent Resolutions Inc. as Integrity Commissioner/Closed Meeting Investigator/Ombudsman for the Municipality of West Elgin effective January 1, 2021 until December 31, 2022, with the existing terms and conditions as the previous contract and with no change in fees for another two (2) years, if agreed upon by Elgin County, Middlesex County and Elgin's participating municipalities.

Purpose:

The purpose of this report is to provide information to Council regarding the option to extend, at no additional cost the current contract with Independent Resolutions Inc. as the municipal Integrity Commissioner/Closed Meeting Investigator/Ombudsman until December 31, 2022.

Background:

In 2018 the counties of Middlesex and Elgin partnered together to issue a joint RFP for Integrity Commissioner/Closed Meeting Investigator/Ombudsman services for themselves and their partnering municipalities. Independent Resolutions Inc. was the chosen proposal and individual contracts were signed with each partnering municipalities from January 1, 2018 until December 31, 2020.

At Elgin County Council on April 28, 2020, County Council approved the extension of the current contract with Independent Resolutions Inc. to act as Integrity Commissioner/Closed Meeting Investigator/Ombudsman for the County of Elgin until December 31, 2022. Elgin County Chief Administrative Officer, Julie Gonyou is now seeking resolutions from municipal partners of those wishing to extend their contracts with Independent Resolutions Inc.

Policies/Legislation:

Municipal Act Sections 223.3, 223.13 & 239.2



May 12, 2020

To Municipal Partners:

Re: Contract Extension for Integrity Commissioner/Closed Meeting Investigator/Ombudsman

On April 28, 2020, County Council approved the extension of the current contract with Independent Resolutions Inc. as Integrity Commissioner/Closed Meeting Investigator/Ombudsman for the County of Elgin effective January 1, 2021 until December 31, 2022. Independent Resolutions Inc. is willing to roll over the existing terms and conditions with no change in fees for another two (2) years if agreed to by Elgin County, Middlesex County and Elgin's participating municipalities.

We ask that you would advise in writing of your Council's position on the contract extension with Independent Resolutions Inc. as Integrity Commissioner/Closed Meeting Investigator/ Ombudsman.

Included in this package is the previous agreement and by-law. We will send out a revised agreement and by-law once we have confirmation of which municipalities will be participating in the extension.

If you need anything further, please do not hesitate to contact me.

Yours truly,

Julie Gonyou,
Chief Administrative Officer

Enclosure

County of Elgin
450 Sunset Drive
St. Thomas, Ontario
N5R 5V1 Canada
Phone: 519-631-1460
www.elgin-county.on.ca

Schedule "A" to By-Law #2018-28

**Municipal Ombudsman, Closed Meeting Investigator
And
Integrity Commissioner Agreement**

Memorandum Of Agreement effective the 1st day of January, 2018.

Between:

Corporation Of The Municipality of West Elgin
(hereinafter, the "**Municipality**")

Of The First Part

- and -

Independent Resolutions Inc.
(hereafter, the "**Municipal Ombudsman, Closed Meeting Investigator and Integrity
Commissioner**" or the "**Independent Investigator**")

Of The Second Part

(hereinafter, collectively referred to as the "**Parties**")

Whereas:

- A. Elgin County and Middlesex County issued a joint Request for Proposals (Reference No. ADM 2017-1) to seek out and retain the services of a combined Municipal Ombudsman, Closed Meeting Investigator, and Integrity Commissioner for each of the said municipal corporations;
- B. Section 223.13(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the "**Act**"), authorizes municipalities to appoint an Ombudsman (hereafter, "**Municipal Ombudsman**") who reports to council and whose function it is to investigate in an independent manner any decision or recommendation made or act done or omitted in the course of the administration of the appointing municipality, its local boards and specified municipally-controlled corporations;
- C. Section 239.2(1) of the *Act* authorizes a municipality to appoint an investigator (hereafter, "**Closed Meeting Investigator**") who has the function of investigating in an independent manner upon a complaint made to him or her by any person, whether a municipality or local board has complied with Section 239 of the *Act* or a procedure by-law under subsection 238(2) of the *Act* in respect of a meeting or part of a meeting that was closed to the public, and to report on such investigation;
- D. Section 223.3(1) of the *Act* authorizes a municipality to appoint an Integrity Commissioner (hereafter, "**Integrity Commissioner**") who reports to council and who is responsible for performing in an independent manner functions assigned by the municipality with respect to,
 - (a) the application of the code of conduct for members of council, its local boards and/or their committees;
 - (b) the application of procedures, rules and policies governing the ethical behavior of members of council, its local boards and/or committees; or
 - (c) both of clauses (a) and (b).

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- E. Sections 223.13(2), 239.2(2) and 223.13(2) of the *Act* provide that a Municipal Ombudsman, Closed Meeting Investigator and Integrity Commissioner may exercise the powers and perform the duties assigned to him or her by the appointing municipality;
- F. Sections 223.13(10), 239.2(8) and 223.4(1) of the *Act* provide that a Municipal Ombudsman, Closed Meeting Investigator and Integrity Commissioner are not required to be an employee of the appointing municipality;
- G. Section 223.4(5) of the *Act* does not preclude a municipally-appointed Integrity Commissioner from recommending to council such remedial measures other than those measures listed in 223.4(5) to carry out the objectives of the procedures, rules and policies governing the ethical behavior of members of council and/or local boards, so long as such measures are not penalties and do not constitute offences;
- H. The Council of the Corporation of the Municipality of West Elgin, located within the territorial limits of Elgin County, hereby deems it to be in the public interest to engage in cooperative purchasing with respect to a Municipal Ombudsman, Closed Meeting Investigator, and Integrity Commissioner, under which arrangements the County, as per Elgin County By-Law #17-42, will pay the initial retainer required of the County and any one or more local municipalities and such local municipality or municipalities would secure and pay for any fees and expenses for the services of such Municipal Ombudsman, Closed Meeting Investigator, and Integrity Commissioner pursuant to a separate agreement between each such local municipality and the said Municipal Ombudsman, Closed Meeting Investigator, and Integrity Commissioner.
- I. The County of Elgin has by Elgin County By-Law #17-42 deemed it desirable to appoint and/or retain Independent Resolutions Inc. as its respective Municipal Ombudsman, Closed Meeting Investigator and/or Integrity Commissioner on an as needed basis, who may exercise the powers and perform the duties assigned to him, as set out in this Agreement and the Council of the Corporation of the Municipality of West Elgin hereby, on its own behalf and, to the extent set forth below, being one of the local municipalities located within the County of Elgin's territorial limits, also deems it desirable to appoint and/or retain Independent Resolutions Inc. as its respective Municipal Ombudsman, Closed Meeting Investigator and/or Integrity Commissioner on an as needed basis, who may exercise the powers and perform the duties assigned to him, as set out in this Agreement;
- J. Independent Resolutions Inc. has the skills, abilities, and has consented to act as the Municipal Ombudsman, Closed Meeting Investigator and Integrity Commissioner pursuant to the terms and conditions set out in this Agreement; and
- K. In appointing Independent Resolutions Inc. as Municipal Ombudsman and assigning powers and duties as set out in this Agreement, the County, by Elgin County By-Law #17-42, has had regard to the importance of the matters set out in section 223.13(5) of the *Act*, as required by section 223.13(3) of the *Act*.

Now Therefore, in consideration of payment of the sum of One Dollar (\$1.00) now paid by each Party hereto to the other such Party and the mutual covenants and obligations set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereto agree as follows:

1 Interpretation

- 1.1 The above recitals are true and are hereby incorporated into this Agreement by reference.
- 1.2 For the purposes of this Agreement, "**committee**" and "**local board**" shall have the meanings as defined in section 1(1) of the *Act*, as amended or replaced.
- 1.3 For the purposes of this Agreement, "**inquiry(ies)**" shall have the meaning as defined in the *Public Inquiries Act*, 2009, SO 2009, c 33, Sch 6, as amended or replaced.

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- 1.4 In this Agreement, “**Communication**” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a party.

2 Appointment and Powers

- 2.1 Pursuant to the authority vested in sections 223.13(1), 239.2(1) and 223.3(1) of the *Act* and thereby as a statutory officer, the Municipality of West Elgin appoints Independent Resolutions Inc. as its respective Municipal Ombudsman, Closed Meeting Investigator and Integrity Commissioner (hereafter, collectively referred to as the “**Independent Investigator**”), who may exercise the powers and perform the duties assigned to him below:

2.1.1 In the role of Municipal Ombudsman, the Independent Investigator shall on an as needed basis and upon receipt of a request, investigate and report to the Municipality of West Elgin Council in an independent manner on any decision or recommendation made or act done or omitted in the course of the administration of the Municipality and its local boards, in accordance with section 223.13(1-2) of the *Act*.

2.1.2 In the role of Closed Meeting Investigator, the Independent Investigator shall on an as needed basis and upon receiving a complaint by any person, investigate in an independent manner, any meeting or part of a meeting of the Municipality and its local boards, that is closed to the public in accordance with section 239.2(1-2) of the *Act*; and

2.1.3 In the role of Integrity Commissioner, the Independent Investigator shall in accordance with sections 223.3(1-2) of the *Act*:

- (a) upon receiving a request by the Municipality of West Elgin Council, a member of West Elgin Council, the Municipal Clerk or a member of the public, conduct inquiries in an independent manner with respect to adherence to the procedures, rules and policies of the Municipality and the Municipality’s local boards;
- (b) upon request made by the Municipality of West Elgin Council, a member of West Elgin Council or a member of the public, conduct inquiries in an independent manner with respect to the ethical behaviour of Councillors and Members of West Elgin Council and the Municipality’s local boards, in accordance with section 223.4 of the *Act*; and
- (c) following any inquiry conducted pursuant to section 2.1.3(a-b) above, make a report and recommendations to West Elgin Council or local boards as applicable; and,
- (d) without limiting that set forth above or herein and in respect of any such applicable inquiry:
 - (i) The Independent Investigator, when conducting an inquiry in accordance with section 2.1.3(b) of this Agreement and section 223.4 of the *Act*, shall treat the procedures, rules and policies of the Municipality and its local boards as part of the code of conduct applicable for the purposes of carrying out inquiries.
 - (ii) Following an inquiry pursuant to 2.1.3(b) herein and section 224.4 of the *Act*, the Independent Investigator may make recommendations to council and/or local boards, as set out in subsection 223.4(5) of the *Act* and in addition, may recommend to West Elgin Council and the Municipality’s local boards at his or her discretion, such other remedial measures (including but not limited to apologies, return of property, etc.) necessary to carry out the objectives set out in the procedures,

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rules and policies, so long as such remedies are not penalties and do not constitute offences do not provide that any Councilor or member is guilty of an offence.

- 2.2 In addition to and in furtherance of the appointments and powers provided to the Investigator in section 2.1 above, the Municipality hereby confirms that the Independent Investigator shall have the powers set out in **Schedule "A"** in his role as Ombudsman, the powers set out in **Schedule "B"** in his role as Close Meeting Investigator, and the powers set out in **Schedule "C"** in his role as Integrity Commissioner.
- 2.3 The Municipality shall provide to the Independent Investigator the following documents for the Municipality and its local boards:
 - 2.3.1 A certified copy of the Municipality's procedural by-law;
 - 2.3.2 A certified copy of the Municipality's notice by-law;
 - 2.3.3 A certified copy of the procedures, rules and policies of the Municipality and the Municipality's local boards;
 - 2.3.4 A listing of applicable local boards subject to this Agreement; and
 - 2.3.5 A certified copy of the Municipality's Council Code of Conduct.

3 Process and Duties

- 3.1 Every request for an investigation or inquiry of: (a) any decision or recommendation made or act done or omitted in the course of the administration of the Municipality or its local boards; (b) any meeting or part of a meeting of the Municipality or its local boards that is closed to the public; (c) adherence to the procedures, rules and policies of the Municipality or its local boards; or (d) the ethical behavior of members of West Elgin Council or the Municipality's local boards, shall:
 - 3.1.1 Be directed to the Independent Investigator;
 - 3.1.2 Be in writing;
 - 3.1.3 Include the reasons for the request;
 - 3.1.4 Be signed; and
 - 3.1.5 Include an address and telephone number of the person making the request or complaint.

Should a request for an investigation or inquiry noted in section 3.1(a)-(d) be received by any other person employed by the Municipality other than the Independent Investigator, that person shall forthwith notify the Municipal Clerk who shall provide the requesting party with the contact information of the Independent Investigator so that the requesting party may make the request directly to the Independent Investigator.

- 3.2 Upon receipt of a request for investigation or inquiry, the Independent Investigator will be provided immediate access to the following information by the Municipal Clerk or any other Department Head that the Investigator deems appropriate:
 - 3.2.1 The original request or complaint;
 - 3.2.2 A contact list for all members of West Elgin Council or local board relevant to the request or complaint; and
 - 3.2.3 Such other information or documentation that the Independent Investigator or Independent Investigator's Delegate may from time to time deem relevant to the investigation or inquiry.
- 3.3 The Independent Investigator shall fulfill the following duties:
 - 3.3.1 To conduct investigations and inquiries from time to time upon receipt of a request to determine compliance with the *Act*;

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- 3.3.2 To report in writing on such investigations to West Elgin Council and local boards of the Municipality, as applicable;
 - 3.3.3 To proceed without undue delay and with due diligence to investigate a complaint, and to consider time to be of the essence with any and all investigations or inquiries;
 - 3.3.4 To proceed to investigate a complaint impartially and independently of the Municipality and its local boards;
 - 3.3.5 To hear or obtain information from such persons in accordance with the *Act*;
 - 3.3.6 To preserve the confidentiality of all matters of any investigation or inquiry that require secrecy, save and except disclosure of such matters permitted by the *Act* to establish grounds for report conclusions and/or recommendations;
 - 3.3.7 To properly apply the doctrine of legal privilege, as applicable to West Elgin municipal Councillors and members of local boards;
 - 3.3.8 If at any time during the course of an investigation or inquiry it appears to the Independent Investigator that there may be sufficient grounds for a report or recommendation that may adversely affect the Municipality, a local board of the Municipality, a West Elgin Municipal Councilor, a municipally-controlled corporation or any other individual person, the Independent Investigator shall give West Elgin Council the local board, or the individual an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel;
 - 3.3.9 To draft written report to West Elgin Council and/or local board, as applicable, with appropriate recommendations; and
 - 3.3.10 To dismiss complaints that are without merit or deemed to be vexatious and prepare a report confirming the non-meritorious nature of such complaints.
- 3.4 Without limiting and in addition to the duties provided for in section 3.3 above, the Municipality hereby confirms that the Independent Investigator shall be subject to the rules and shall have the duties set out in **Schedule "A"** in his role as Ombudsman, set out in **Schedule "B"** in his role as Closed Meeting Investigator, and set out in **Schedule "C"** in his role as Integrity Commissioner.
- 3.5 Upon receipt by the Municipality or a local board, a report of the Independent Investigator shall be part of the public record.

4 Fees

- 4.1 The County of Elgin, by Elgin County By-Law #17-42, deemed that the County shall pay the Independent Investigator an Annual Retainer of Three Thousand Dollars (\$3,000.00) in respect of services contemplated by the Agreement to the County. Additionally and on behalf of each and every participating local municipality located within the geographic limits of Elgin County, the County shall pay the Independent Investigator an Annual Retainer of Three Thousand Dollars (\$3,000.00) or the appropriate portion thereof based upon the nature and extent of services to be provided to each such local municipality, whichever is lower.
- 4.2 The County of Elgin By-Law #17-42 provides that the County shall pay the fees and expenses of the Independent Investigator at a rate of One Hundred And Fifty Dollars (\$150.00) per hour, plus applicable taxes and reasonable disbursements, during such time as the Independent Investigator is performing the duties set out in this Agreement. The Independent Investigator agrees that the above rate shall be charged only for such time that he is actively investigating a complaint and preparing/presenting a report to the Municipal Council or local board. It is hereby agreed that the Municipality of West Elgin shall pay the hourly rate of One Hundred

Initials

And Fifty Dollars (\$150.00) through this separate agreement and in respect of services contemplated by the County of Elgin Agreement but relating to matters directly involving the Municipality of West Elgin.

5 Term of Agreement

- 5.1 Subject to the termination and amendment provisions of this Agreement (sections 8 and 9), the term of this Agreement shall commence at 12:00 a.m. on January 1, 2018 and expire at 11:59 p.m. on December 31, 2020 ("**Term**").
- 5.2 At least six (6) months prior to the end of the Term, the Parties agree to discuss renewal terms. If no agreement is reached prior to the last day of the Term, this Agreement shall expire unless the Parties mutually agree in writing to extend the negotiation period for sixty (60) days ("**Extension Period**"). In the event renewal terms have not been agreed to by the Parties at the end of the Extension Period, this Agreement shall terminate immediately on the last day of the Extension Period.

6 Indemnification and Insurance

- 6.1 Subject to any statutory provision in respect of such obligation, the Municipality shall hold harmless and indemnify the Independent Investigator, or any person acting under instructions therefrom, from all claims, demands, liability, and costs incurred or suffered in relation to or connection with the defence of a proceeding if such proceeding relates to an act done in good faith in the performance or intended performance of a duty, authority, or power contemplated by this Agreement or the legislation referred to herein or an alleged neglect or default in the performance in good faith of such duty, authority, or power.
- 6.2 Throughout the term of this Agreement, the Independent Investigator, at its expense, shall secure and maintain in force policies of insurance providing coverages for commercial general liability and errors and omissions, both of terms and conditions acceptable to the Municipality and to be in effect and providing coverage while the Independent Investigator is acting as contemplated by this Agreement, which policies shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and, further thereto, shall include, among others, the following terms:
 - 6.2.1 a limit of liability of not less than \$2,000,000.00 per occurrence;
 - 6.2.2 the Municipality shall be named as an additional insured;
 - 6.2.3 the policy or policies shall contain a provision for cross-liability in respect of the named insured;
 - 6.2.4 non-owned automobile coverage with a limit of at least \$1,000,000.00, including contractual non-owned coverage;
 - 6.2.5 products and completed operations coverage (broad form) with an aggregate limit of not less than \$2,000,000.00; and,
 - 6.2.6 that thirty (30) days prior notice of an alteration, cancellation, or material change in policy terms, which reduces coverage, shall be given in writing to the Municipality.

Within fifteen (15) days of execution of this Agreement, the Independent Investigator shall provide, and thereafter replace as is required, adequate proof of the said policy or policies of insurance or any renewal or replacement thereof, including but not necessarily limited to a then current Certificate of Insurance or true copy thereof.

- 6.3 During the term of this Agreement and upon receipt of payment of the annual premiums for the insurance coverages referred to in section 6.2 above, the County of Elgin By-Law #17-42 provides that the County shall reimburse the Independent

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Investigator an amount equal to fifty percent (50%) of the paid premium for errors and omissions coverage only, plus taxes accruing thereto.

7 Dispute Resolution

- 7.1 Upon written request to resolve any disputes arising from this Agreement which is sent by one party to another, the parties hereby agree to resolve all disputes pursuant to this section. Upon receipt by the receiving party of a written request to resolve disputes, the Parties shall first attempt to resolve all disputes by way of formal negotiation between the Parties and their appointed representatives. If the disputes cannot be settled within thirty (30) days from the receipt of the written request to resolve disputes by the receiving party, then the Parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within ninety (90) days from the receipt of written request to resolve disputes by the receiving party, or such longer period as may be agreed to by the Parties, the Parties shall, refer the matter forthwith to an arbitration which shall finally resolve the dispute(s). The aforementioned arbitration shall be conducted in accordance with the *Ontario Arbitration Act, 1991*, SO 1991, c 17, as amended or replaced.

8 Termination

- 8.1 This Agreement may be terminated by any party on ninety (90) days written notice to the other party, provided that any investigations or inquiries commenced prior to the termination date shall be completed pursuant to this Agreement and all related fees shall be paid as set out in the Agreement.

9 Amendment

- 9.1 No amendment, discharge, modification, restatement, supplement, or termination of this Agreement is binding unless it is in writing and executed by the Parties.
- 9.2 The Parties hereto agree that, in the event of legislative changes affecting the provisions of this Agreement, including but not limited to changes contemplated by Bill 68 and potentially relating to, among other things, the duties and powers of a Municipal Ombudsman, Closed Meeting Investigator, and/or Integrity Commissioner and further reflecting upon Fees chargeable by and payable to such officials, they will negotiate in good faith and execute an agreement to account for any such legislative changes, and the effects thereof, while otherwise maintaining the spirit and intent of this Agreement.

10 Notices

- 10.1 Any Communication between the Parties must be in writing and either be:

- (a) delivered personally or by courier;
- (b) sent by prepaid registered mail; or
- (c) transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission, and

in any such circumstances, all charges (if any) prepaid.

Any Communication must be sent to the intended Party at its address for service listed on the signature pages of this Agreement or to any other address as any party may at any time advise the other by Communication given or made in accordance with this section. Any Communication delivered to a party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then the Communication will be deemed to have been given or made and received on the next business day. Any Communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been

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given or made and received on the day on which it is transmitted; but if the Communication is transmitted on a day which is not a business day or after 4:00pm (local time of the recipient), the Communication will be deemed to have been given or made and received on the next business day.

11 Assignment

11.1 The Parties agree that the Independent Investigator shall not assign or alienate, in whole or in part, this Agreement or the power or authority granted hereunder without the prior written approval of the Municipality, which approval may be unreasonably withheld.

12 Entire Agreement

12.1 The Parties agree this Agreement, including any Schedule hereto, constitutes the entire agreement and consensus between the Parties as of the date hereof. There are not and shall not be any verbal statements, representations, warranties, undertakings, or other agreements relating to the specific power or authorization contemplated herein as between the Parties.

13 Severability

13.1 Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

14 Governing Law

14.1 This Agreement is governed by, and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

15 Counterparts

15.1 This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail, or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

16 Enurement

16.1 The Parties hereto agree that this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, and assigns.

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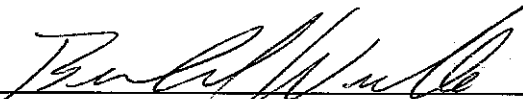
In Witness Whereof this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Corporation Of The Municipality of West Elgin


Date: April 26th, 2018

Address for Service:
Attn: West Elgin CAO/Clerk
22413 Hoskins Line,
P.O. Box 490
Rodney, ON N0L 2C0

Per:


Bernhard Wiehle, Mayor

Per:


Genevieve Scharback, Chief Administrative
Officer/Clerk

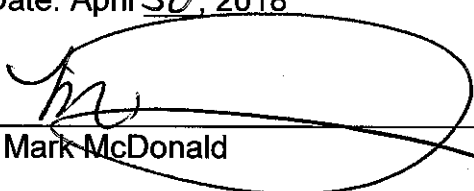
We have authority to bind the Corporation

Independent Resolutions Inc.

Date: April 30, 2018

Address for Service:
17 Hummingbird Lane
St. Thomas, ON N5R 6L8

Per:


Mark McDonald

I have authority to bind the Corporation

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Schedule "A"

Additional Rules & Duties: Municipal Ombudsman
(By Reference To Applicable Statutory Authorities)

Municipal Act, 2001, S.O. 2001, c.25, as amended

Same, Ombudsman

223.13 (4) In carrying out his or her functions under subsection (1), the Ombudsman shall have regard to, among other matters, the importance of the matters listed in subsection (5).

Same

- (5) The matters referred to in subsections (3) and (4) are,
- (a) the Ombudsman's independence and impartiality;
 - (b) confidentiality with respect to the Ombudsman's activities; and
 - (c) the credibility of the Ombudsman's investigative process.

Powers paramount

- (6) The powers conferred on the Ombudsman under this Part may be exercised despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question.

Decisions not reviewable

- (7) Nothing in this Part empowers the Ombudsman to investigate any decision, recommendation, act or omission,
- (a) in respect of which there is, under any Act, a right of appeal or objection, or a right to apply for a hearing or review, on the merits of the case to any court, or to any tribunal constituted by or under any Act, until that right of appeal or objection or application has been exercised in the particular case, or until after any time for the exercise of that right has expired; or
 - (b) of any person acting as legal adviser to the municipality, a local board or a municipally-controlled corporation or acting as counsel to any of them in relation to any proceedings. 2006, c. 32, Sched. A, s. 98.

Delegation

- (8) The Ombudsman may delegate in writing to any person, other than a member of council, any of the Ombudsman's powers and duties under this Part.

Same

- (9) The Ombudsman may continue to exercise the delegated powers and duties, despite the delegation.

Investigation

223.14 (1) Every investigation by the Ombudsman shall be conducted in private.

Opportunity to make representations

- (2) The Ombudsman may hear or obtain information from such persons as he or she

_____ *Initials*

thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.

Application of Ombudsman Act

- (3) Section 19 of the *Ombudsman Act* applies to the exercise of powers and the performance of duties by the Ombudsman under this Part and, for the purpose, references in section 19 of that Act to “any public sector body” are deemed to be references to “the municipality, a local board or a municipally-controlled corporation”.

(Secondary Statutory Reference Set Forth Immediately Below)

Ombudsman Act, R.S.O. 1990, c. O.6, as amended

Evidence

19. (1) *The Ombudsman may from time to time require any officer, employee or member of any public sector body who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman’s opinion relate to any such matter and which may be in the possession or under the control of that person.*

Examination under oath

- (2) *The Ombudsman may summon before him or her and examine on oath,*
- (a) any complainant;*
 - (b) any person who is an officer or employee or member of any public sector body and who, in the Ombudsman’s opinion, is able to give any information mentioned in subsection (1); or*
 - (c) any other person who, in the Ombudsman’s opinion, is able to give any information mentioned in subsection (1),*

and for that purpose may administer an oath.

Secrecy

- (3) *Subject to subsection (4), no person who is bound by the provisions of any Act, other than the Public Service of Ontario Act, 2006, the Municipal Act, 2001 or the City of Toronto Act, 2006, as the case may be, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure.*

Providing personal information despite privacy Acts

- (3.1) *A person who is subject to the Freedom of Information and*

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Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004 is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2).

Idem

- (4) With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement.*

Privileges

- (5) Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court.*

Protection

- (6) Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person.*

Right to object to answer

- (7) A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the Canada Evidence Act.*

Prosecution

- (8) No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section.*

Fees

- (9) Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly.*

Duty of confidentiality

- 223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

Disclosure

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- (2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman's opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations.

Section prevails

- (3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

No review, etc.

223.16 No proceeding of the Ombudsman under this Part shall be held bad for want of form, and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court.

Testimony

223.17 (1) The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part.

Same

- (2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure.

Schedule "B"

Additional Rules & Duties: Closed Meeting Investigator (By Reference To Applicable Statutory Authorities)

Municipal Act, 2001, S.O. 2001, c.25, as amended

Meetings open to public

239. (1) Except as provided in this section, all meetings shall be open to the public.

Exceptions

- (2) A meeting or part of a meeting may be closed to the public if the subject matter being considered is,
- (a) the security of the property of the municipality or local board;
 - (b) personal matters about an identifiable individual, including municipal or local board employees;
 - (c) a proposed or pending acquisition or disposition of land by the municipality or local board;
 - (d) labour relations or employee negotiations;
 - (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
 - (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
 - (g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act.
 - (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them;
 - (i) a trade secret or scientific, technical, commercial, financial, or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
 - (j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or,
 - (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.

Other criteria

- (3) A meeting or part of a meeting shall be closed to the public if the subject matter being considered is,
- (a) a request under the *Municipal Freedom of Information and Protection of Privacy Act*, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
 - (b) an ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the *Ombudsman Act*, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1).

Educational or training sessions

- (3.1) A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:

Initials

1. The meeting is held for the purpose of educating or training the members.
2. At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.

Resolution

- (4) Before holding a meeting or part of a meeting that is to be closed to the public, a municipality or local board or committee of either of them shall state by resolution,
 - (a) the fact of the holding of the closed meeting and the general nature of the matter to be considered at the closed meeting; or
 - (b) in the case of a meeting under subsection (3.1), the fact of the holding of the closed meeting, the general nature of its subject-matter and that it is to be closed under that subsection.

Open meeting

- (5) Subject to subsection (6), a meeting shall not be closed to the public during the taking of a vote.

Exception

- (6) Despite section 244, a meeting may be closed to the public during a vote if,
 - (a) subsection (2) or (3) permits or requires the meeting to be closed to the public; and
 - (b) the vote is for a procedural matter or for giving directions or instructions to officers, employees or agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board.

Record of meeting

- (7) A municipality or local board or a committee of either of them shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not.

Same

- (8) The record required by subsection (7) shall be made by,
 - (a) the clerk, in the case of a meeting of council; or
 - (b) the appropriate officer, in the case of a meeting of a local board or committee.

Record may be disclosed

- (9) Clause 6 (1) (b) of the *Municipal Freedom of Information and Protection of Privacy Act* does not apply to a record of a meeting closed under subsection (3.1).

Same, investigator

- 239.2 (4) In carrying out his or her functions under subsection (1), the investigator shall have regard to, among other matters, the importance of the matters listed in subsection (5).

Initials

Same

- (5) The matters referred to in subsections (3) and (4) are,
- (a) the investigator's independence and impartiality;
 - (b) confidentiality with respect to the investigator's activities; and
 - (c) the credibility of the investigator's investigative process.

Delegation

- (6) An investigator may delegate in writing to any person, other than a member of council, any of the investigator's powers and duties under this Part.

Same

- (7) An investigator may continue to exercise the delegated powers and duties, despite the delegation.

Application

- (9) Subsection 223.13(6) and sections 223.14 to 223.18 apply with necessary modifications with respect to the exercise of functions described in this section.

(Secondary Statutory Reference Set Forth Immediately Below)

Powers paramount

223.13 (6) *The powers conferred on the Ombudsman under this Part may be despite any provision in any Act to the effect that any such decision, recommendation, act or omission is final, or that no appeal lies in respect of them, or that no proceeding or decision of the person or organization whose decision, recommendation, act or omission it is shall be challenged, reviewed, quashed or called in question.*

Investigation

223.14 (1) *Every investigation by the Ombudsman shall be conducted in private.*

Opportunity to make representations

- (2) *The Ombudsman may hear or obtain information from such persons as he or she thinks fit, and may make such inquiries as he or she thinks fit and it is not necessary for the Ombudsman to hold any hearing and no person is entitled as of right to be heard by the Ombudsman, but if at any time during the course of an investigation it appears to the Ombudsman that there may be sufficient grounds for him or her to make any report or recommendation that may adversely affect the municipality, a local board, a municipally-controlled corporation or any other person, the Ombudsman shall give him, her or it an opportunity to make representations respecting the adverse report or recommendation, either personally or by counsel.*

Application of Ombudsman Act

- (3) *Section 19 of the Ombudsman Act applies to the exercise of powers and the performance of duties by the Ombudsman under this Part and, for the purpose, references in section 19 of that Act to "any public sector body" are deemed to be references to "the municipality, a local board or a municipally-controlled*

Initials

corporation”.

(Further Secondary Statutory Reference Set Forth Immediately Below)

Ombudsman Act, R.S.O. 1990, c. O.6, as amended

Evidence

19. (1) *The Ombudsman may from time to time require any officer, employee or member of any public sector body who in his or her opinion is able to give any information relating to any matter that is being investigated by the Ombudsman to furnish to him or her any such information, and to produce any documents or things which in the Ombudsman’s opinion relate to any such matter and which may be in the possession or under the control of that person.*

Examination under oath

- (2) *The Ombudsman may summon before him or her and examine on oath,*
- (a) any complainant;*
 - (b) any person who is an officer or employee or member of any public sector body and who, in the Ombudsman’s opinion, is able to give any information mentioned in subsection (1); or*
 - (c) any other person who, in the Ombudsman’s opinion, is able to give any information mentioned in subsection (1),*

and for that purpose may administer an oath.

Secrecy

- (3) *Subject to subsection (4), no person who is bound by the provisions of any Act, other than the Public Service of Ontario Act, 2006, the Municipal Act, 2001 or the City of Toronto Act, 2006, as the case may be, to maintain secrecy in relation to, or not to disclose, any matter shall be required to supply any information to or answer any question put by the Ombudsman in relation to that matter, or to produce to the Ombudsman any document or thing relating to it, if compliance with that requirement would be in breach of the obligation of secrecy or non-disclosure.*

Providing personal information despite privacy Acts

- (3.1) *A person who is subject to the Freedom of Information and Protection of Privacy Act, the Municipal Freedom of Information and Protection of Privacy Act or the Personal Health Information Protection Act, 2004 is not prevented by any provisions in those Acts from providing personal information to the Ombudsman, when the Ombudsman requires the person to provide the information under subsection (1) or (2).*

Idem

- (4) *With the previous consent in writing of any complainant, any person to whom subsection (3) applies may be required by the Ombudsman to supply information or answer any question or produce any document or thing relating only to the complainant, and it is the duty of the person to comply with that requirement.*

Initials

Privileges

- (5) *Every person has the same privileges in relation to the giving of information, the answering of questions, and the production of documents and things as witnesses have in any court.*

Protection

- (6) *Except on the trial of any person for perjury in respect of the person's sworn testimony, no statement made or answer given by that or any other person in the course of any inquiry by or any proceedings before the Ombudsman is admissible in evidence against any person in any court or at any inquiry or in any other proceedings, and no evidence in respect of proceedings before the Ombudsman shall be given against any person.*

Right to object to answer

- (7) *A person giving a statement or answer in the course of any inquiry or proceeding before the Ombudsman shall be informed by the Ombudsman of the right to object to answer any question under section 5 of the Canada Evidence Act.*

Prosecution

- (8) *No person is liable to prosecution for an offence against any Act, other than this Act, by reason of his or her compliance with any requirement of the Ombudsman under this section.*

Fees

- (9) *Where any person is required by the Ombudsman to attend before him or her for the purposes of this section, the person is entitled to the same fees, allowances, and expenses as if he or she were a witness in the Superior Court of Justice, and the provisions of any Act, regulation or rule in that behalf apply accordingly.*

Duty of confidentiality

- 223.15 (1) Subject to subsection (2), the Ombudsman and every person acting under the instructions of the Ombudsman shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

Disclosure

- (2) The Ombudsman may disclose in any report made by him or her under this Part such matters as in the Ombudsman's opinion ought to be disclosed in order to establish grounds for his or her conclusions and recommendations.

Section prevails

- (3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

No review, etc.

- 223.16 No proceeding of the Ombudsman under this Part shall be held bad for want of form,

Initials

and, except on the ground of lack of jurisdiction, no proceeding or decision of the Ombudsman is liable to be challenged, reviewed, quashed or called in question in any court.

Testimony

223.17 (1) The Ombudsman and any person acting under the instructions of the Ombudsman shall not be called to give evidence in any court, or in any proceedings of a judicial nature, in respect of anything coming to his or her knowledge in the exercise of his or her functions under this Part.

Same

(2) Anything said or any information supplied or any document or thing produced by any person in the course of any investigation by or proceedings before the Ombudsman under this Part is privileged in the same manner as if the inquiry or proceedings were proceedings in a court.

Effect on other rights, etc.

223.18 The rights, remedies, powers, duties and procedures established under sections 223.13 to 223.17 are in addition to the provisions of any other Act or rule of law under which any remedy or right of appeal or objection is provided for any person, or any procedure is provided for the inquiry into or investigation of any matter, and nothing in this Part limits or affects any such remedy or right of appeal or objection or procedure.

Report and recommendations

239.2 (10) If, after making an investigation, the investigator is of the opinion that the meeting or part of the meeting that was the subject-matter of the investigation appears to have been closed to the public contrary to section 239 or to a procedure by-law under subsection 238 (2), the investigator shall report his or her opinion and the reasons for it to the municipality or local board, as the case may be, and may make such recommendations as he or she thinks fit.

Publication of reports

(11) The municipality or local board shall ensure that reports received under subsection (10) by the municipality or local board, as the case may be, are made available to the public.

Initials

Schedule “C”

**Additional Rules & Duties:
Integrity Commissioner
(By Reference To Applicable Statutory Authorities)**

Municipal Act, 2001, S.O. 2001, c.25, as amended

Delegation

223.3 (3) The Commissioner may delegate in writing to any person, other than a member of council, any of the Commissioner’s powers and duties under this Part.

Same

(4) The Commissioner may continue to exercise the delegated powers and duties, despite the delegation.

Powers on inquiry

223.4 (2) The Commissioner may elect to exercise the powers under sections 33 and 34 of the *Public Inquiries Act, 2009*, in which case those sections apply to the inquiry.

(Secondary Statutory Reference Set Forth Immediately Below)

Public Inquiries Act, 2009, SO 2009, c 33, Sch 6, as amended

Definition

33. (1) *In this section,*

“inquiry” includes a determination, examination, hearing, inquiry, investigation, review or other activity to which this section is applicable.

Definition

34. (1) *In this section,*

“inquiry” includes an inquiry or other activity to which this section is applicable.

Application

(2) *This section applies to,*

(c) *an inquiry conducted under subsections 223.4 (2) and 223.12 (2) of the Municipal Act, 2001; and*

Information

(3) The municipality and its local boards shall give the Commissioner such information as the Commissioner believes to be necessary for an inquiry.

Same

(4) The Commissioner is entitled to have free access to all books, accounts, financial records, electronic data processing records, reports, files and all other papers, things or property belonging to or used by the municipality or a local board that the Commissioner believes to be necessary for an inquiry.

Penalties

Initials

- (5) The municipality may impose either of the following penalties on a member of council or of a local board if the Commissioner reports to the municipality that, in his or her opinion, the member has contravened the code of conduct:

1. A reprimand.
2. Suspension of the remuneration paid to the member in respect of his or her services as a member of council or of the local board, as the case may be, for a period of up to 90 days.

Same

- (6) The local board may impose either of the penalties described in subsection (5) on its member if the Commissioner reports to the board that, in his or her opinion, the member has contravened the code of conduct, and if the municipality has not imposed a penalty on the member under subsection (5) in respect of the same contravention.

Duty of confidentiality

- 223.5 (1) The Commissioner and every person acting under the instructions of the Commissioner shall preserve secrecy with respect to all matters that come to his or her knowledge in the course of his or her duties under this Part.

Exception

- (2) Despite subsection (1), information may be disclosed in a criminal proceeding as required by law or otherwise in accordance with this Part.

Section prevails

- (3) This section prevails over the *Municipal Freedom of Information and Protection of Privacy Act*.

Report to council

- 223.6 (1) If the Commissioner provides a periodic report to the municipality on his or her activities, the Commissioner may summarize advice he or she has given but shall not disclose confidential information that could identify a person concerned.

Report about conduct

- (2) If the Commissioner reports to the municipality or to a local board his or her opinion about whether a member of council or of the local board has contravened the applicable code of conduct, the Commissioner may disclose in the report such matters as in the Commissioner's opinion are necessary for the purposes of the report.

Publication of reports

- (3) The municipality and each local board shall ensure that reports received from the Commissioner by the municipality or by the board, as the case may be, are made available to the public.

Testimony

- 223.7 Neither the Commissioner nor any person acting under the instructions of the Commissioner is a competent or compellable witness in a civil proceeding in connection with anything done under this Part.

Reference to appropriate authorities

223.8 If the Commissioner, when conducting an inquiry, determines that there are reasonable grounds to believe that there has been a contravention of any other Act or of the *Criminal Code* (Canada), the Commissioner shall immediately refer the matter to the appropriate authorities and suspend the inquiry until any resulting police investigation and charge have been finally disposed of, and shall report the suspension to council.



May 15, 2020

Magda Badura, CAO/Treasurer
Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0

RE: Billing Rate for the County Prosecutor/Deputy County Solicitor

Dear Ms. Badura,

At its meeting on April 28, 2020, County Council reviewed the billing rates for the County Prosecutor/Deputy County Solicitor. You will recall that the billing rate for the County Solicitor was increased with the understanding that it would not be increased for 2020. Given the higher qualifications of Mr. Huber, the County's Prosecutor/Deputy County Solicitor, Council approved staff's recommendation to increase the billing rate to \$140.00 per hour.

It is anticipated that the billing rate for the County Solicitor will again be reviewed by County Council in 2021 and that the rate for the County Prosecutor/Deputy County Solicitor will remain unchanged until such time as it is reviewed by County Council in 2022.

Sincerely,

Julie Gonyou
Chief Administrative Officer

cc: Jim Bundschuh, Director of Finance
Stephen Gibson, County Solicitor
Jack Huber, County Prosecutor/Deputy County Solicitor

County of Elgin
450 Sunset Drive
St. Thomas, Ontario
N5R 5V1 Canada
Phone: 519-631-1460
www.elgin-county.on.ca

RECEIVED

MAY 22 2020

From
Grace Gudet

Dear Sirs:

I have a pipe under the house that has to be replaced and the water will have to be turned off and on several times for the plumber to replace said pipe. The leak is quite severe and we will have to drain the water before the plumber can get under the house.

I am on a fixed income O.A.S. and it will be a strain on my budget to pay \$60 each time to shut Water Valve.

I am requesting that you exempt me for these payments
Grace Gudet.

Any questions
please call me
at

Thank You
for Considering
my request.

Grace Gudet

May 14, 2020

To: Municipality of West Elgin
Cc: Jeff Yurek - Minister of the Environment, Conservation and Parks
From: Robert King - [REDACTED]
[REDACTED]

Re: Port Glasgow Trailer Park
Our time at the Port Glasgow, 2003 to the present.

I would like to suggest some changes to the Rules of the park regarding Campfires, Meat Smokers and Drug Use (Smoking Pot) and the reasoning behind these changes.

1. Camp fires should be banned until after 6 pm.

Last year with new neighbours it was made worse by camp fires that are started around 7:00 am daily and smoulder well into the evening. In past years camp fires were not permitted until early evening. Now it appears that a campfire is an entertainment device to occupy the time of young children. This is a daily occurrence. More smoke, more fun, parents don't care. Fire left unattended for hours at a time.

Wood smoke contains poisonous gases and airborne particulates so small that they can penetrate around windows and doors.

Whether wood or charcoal (derived from wood), barbecue smoke must therefore be considered a lung irritant just like any other smoke.

Wood smoke can be identified as a cause of asthma & cancer as well as aggravating many other lung conditions.

2. Meat Smokers

Meat Smokers and tripods (slow cooking of meat) be banned from the park because of the greasy plume of smoke drifting through the neighbourhood all day long irritating our throat and lungs.

We have abandoned our deck on many occasions to go inside to escape the effects of greasy smoky fire. Even inside with the windows and doors closed we can still smell the smoke. On several occasions we have packed up and left for home along with other park residents in our neighbourhood.

When meat is grilled, polycyclic aromatic hydrocarbons (PAH's) are released and these are the same PAH's that can be found in cigarette smoke (thought to be one of the carcinogens).

3. Recreational Drug Use

Use of Recreational Drugs be done inside a trailer, not on their deck, not under the picnic shelter or the dance hall or at the beach.

Behind us a resident on a daily basis has a "Pot" (Recreational Drug Use) party on his deck that gathers more people as time goes on. This also is not permitted and residents openly smoke this stuff even in the presence of children. Smoking Pot in Canada is only permitted inside a residence, not on their deck for the neighbourhood to enjoy.

On March 4, the Municipal Office sent out a "Welcome back" letter to all the residents. The paragraph at the bottom of the letter states the Burning By-law that applies to the Trailer Park. The By-Law states that Campfires must be 4 meters away from any building. In looking at the fire pits, At PGTP, the vast majority of them most are quite a bit closer to buildings than 4 meters. Those who have fire pits that do not follow the By-Law should have to remove the fire pit immediately.

In Ontario there have been fires in campgrounds in the past that led to serious fires destroying several trailers prior to the arrival of the Fire Fighters.

There is a large Community Fire Pit located away from the main campgrounds. It is located on the rear (west side) of the ball field. I have noticed that very few people use this fire pit, when in fact that is what they should use. It is away from the trailers and not likely affects any residents because all the trailers are a long distance away from the Community Fire Pit.

Also sent out with the invoice for the annual fee this year was "Schedule B" to the 2020 Updated Lease Agreement: Revised Rules and Regulations for Port Glasgow Trailer Park. These were sent out on "Yellow Pages". The rear page has a section titled "Use of Alcohol, Tobacco and Cannabis"

Section 39 Revised; "Consumption of Alcoholic Beverages is permitted only within a trailer or upon the assigned site at PGTP. I am sorry to say that people are drinking at the Dance Hall, at the Pavilion, and on the beach.

Section 42 - New: Provincial and Federal Laws regarding the use of cannabis still apply within PGTP. Lessees, occupants, guests and invitees are only permitted to use cannabis within any trailer on any assigned site:

A nearby neighbour has mid afternoon "Pot" parties on his deck for anyone interested in joining. Other neighbours get if from their own decks whether they want it or not.

There is NO enforcement of any of the Rules at PGTP. Weekends are especially 'Anything Goes'.

I would also like to state that with the Pandemic that has engulfed the world, it is a respiratory virus and when you enter the campgrounds, it is hard to believe that park residents have no consideration for anyone but themselves. Whether it is day long campfires or daylong meat smokers operating with smoke drifting across the area of the trailers all day long. This is disgusting! For months, worldwide, residents were asked to "Go Home and Stay Home" to avoid spreading this virus. We all faced a lockdown. Every country in the world had shut down their industry etc. The air has cleared up worldwide and now that the Park opens for the season, what do we get? No Fresh Air, This is not right!

Regards,
Robert King



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-40

Being a By-Law to Establish Rates for Municipal Water and Wastewater Services for 2020 and to repeal By-Law 2019-101.

Whereas Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law; and

Whereas Section 10(1) of the *Municipal Act*, provides that a municipality may provide any service or thing that municipality considers necessary or desirable for the public; and

Whereas Section 10(2) of the *Municipal Act*, provides that a municipality may pass by-laws respecting: in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); and

Whereas Section 391(1) of the *Municipal Act*, provides that a municipality may impose fees or charges on persons:

- (a) for services and activities provided or done by or on behalf of it;
 - (b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
- for the use of its property including property under its control; and

Whereas the Council of the Municipality of West Elgin approved recommendations in the Municipality of West Elgin Drinking Water System Rate Report prepared by Sharratt Water Management Ltd on May 6, 2019 and the West Elgin Wastewater System Rate Report prepared by Sharratt Water Management Ltd on July 15, 2019 and Ontario Clean Water Agency Rodney Wastewater Treatment System Rate Structure Report on February 20, 2020, that is consistent with the requirements of the *Sustainable Water and Sewer Systems Act, 2002* as amended as well as the *Safe Drinking Water Act, 2002* as amended and associated *Ontario Regulation 453/07*;

Now therefore the Council of the Municipality of West Elgin enacts as follows:

1. That the Water Rates and Charges for the West Elgin Water System for 2020 are:

Effective July 1, 2020

Flat Rate (bi-monthly service charge)	\$41.58
Consumption Rate	\$1.51 per m ³
Water Station Rate	\$3.02 per m ³

2. That the Sewage Rates for West Lorne for 2020 are:

Effective July 1, 2020

Residential Flat Rate	\$68.19
Sewer Consumption Rate	\$2.48 per m ³

3. That the Sewage Rates for Rodney are:

Effective July 1, 2020

Residential Flat Rate	\$71.10
Sewer Consumption Rate	\$2.58 per m ³

4. That By-law 2019-101, being a by-law to set the water and sewage rates for 2019, passed on December 19, 2019, is hereby repealed.
5. That this By-law shall come into force and effect on July 1, 2020.

Read a first, second, and third time and finally passed this 28th day of May, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law 2020-41

A By-Law to set the 2020 Transition Ratios and to Levy Taxes for the Year 2020 and to Establish Special Area Charges for Garbage Collection.

Whereas pursuant to Section 308 of the *Municipal Act, S.O. 2001, c.25*, as amended, Council of the Municipality of West Elgin deems it necessary to establish transition tax ratios for 2020; and

Whereas the transition tax ratios establish the relative amount of taxation to be borne by each property class; and

Whereas the property classes have been prescribed by the Minister of Finance under the *Assessment Act, R.S.O. 1990, c. A.31*, as amended and Regulations there to; and

Whereas it is necessary for the Council of the Municipality of West Elgin, pursuant to the *Municipal Act* to levy on the whole rateable property according to the last revised assessment roll for the Municipality of West Elgin the sums set forth for various purposes in Schedule "A" hereto attached for the current year; and

Whereas pursuant to By-law Number 20-06 passed by the County of Elgin to adopt estimates of all sums required by the County of Elgin for the purposes of the County Corporation and to provide a levy on area municipalities; and

Whereas pursuant to By-law Number 20-06 passed by the County of Elgin to establish tax ratios and set out a method by which the portion of County levies that will be raised in each area municipality; and

Whereas an interim levy was made before the adoption of the estimates for the current year;

Now Therefore the Council of the Municipality of West Elgin enacts as follows:

1. For the taxation year 2020, the transition tax ratio as established in By-law 20-06 of the County of Elgin for property in the following classes as outlined below:
 - a) the Residential/Farm class is 1.0000;
 - b) the Multi-Residential class is 1.9999;

- c) the New Multi-Residential class is 1.0000;
 - d) the Commercial Occupied class is 1.6376;
 - e) the Commercial Excess Land class is 1.6376;
 - f) the Commercial Vacant Land class is 1.6376;
 - g) the Commercial – Small Value Added Farm is 0.4094;
 - h) the Industrial Occupied class is 2.2251;
 - i) the Industrial Excess Land class is 2.2251;
 - j) the Industrial Vacant Land class is 2.2251;
 - k) the Industrial – Small Value Added Farm is 0.5563;
 - l) the Large Industrial Occupied class is 2.8318;
 - m) the Large-Industrial-Vacant class is 2.8318;
 - n) the pipelines class is 1.1446
 - o) the farmlands class is 0.23000
 - p) the farmlands awaiting development is 0.50000;
 - q) the managed forests class is 0.25000
 - r) the farmland awaiting development - residential class is 0.5000
 - s) the Landfill class is 33.3899
2. For the year 2020 the Municipality of West Elgin shall levy upon the Residential Assessment, Multi-Residential Assessment, Commercial Assessment including New Construction, Industrial Assessment including New Construction, Large Industrial Assessment including New Construction, Pipeline Assessment, Farmland Assessment and Managed Forest Assessment the rates of taxation per current value assessment for general purposes as set out in Schedule "A" attached to this By-law.
 3. For the year 2020, the Municipality of West Elgin shall levy upon the Residential Assessment, Multi-Residential Assessment and Commercial Assessment including New Construction the rates of taxation per current value assessment for the collection and disposal of garbage as set out in Schedule "B1" attached to this By-law. (Polls 091, 092, 093 only)
 4. For the year 2020, the Municipality of West Elgin shall levy upon the Residential Assessment, Multi-Residential Assessment and Commercial Assessment including New Construction the rates of taxation per current value assessment for the collection and disposal of garbage as set out in Schedule "B2" attached to this By-law. (Polls 036001,036002,036003 and rolls 060-045, 060-089 to and including 060-115 only)
 5. That the 2020 Municipality of West Elgin Budget attached as Schedule "C1" and "C2" inclusive was adopted by By-law 2020-25 on March 12, 2020.
 6. The levy provided for in Schedule "C1" and "C2" inclusive attached to this By-law shall be reduced by the amount of the interim levy for 2020.
 7. For payments-in-lieu of taxes due to the Municipality of West Elgin, the actual amount due to the Municipality of West Elgin shall be based on the assessment roll and the tax rates for the year 2020.

8. For the railway rights of way and highway rights of way taxes due to the Municipality of West Elgin in accordance with the Regulations as established by the Minister of Finance, pursuant to the *Municipal Act, R.S.O. 1990*, ch M.45, as amended, the actual amount due to the Municipality of West Elgin shall be based on the assessment roll and the tax rates for the year 2020.
9. That the Tax Collector is hereby authorized to mail or cause to be mailed the notice of taxes due to the address of the residence or place of business of the person to whom such notice is required to be given.
10. That the taxes will be payable in two instalments, due September 30th, 2020 and November 30th, 2020.
11. That taxes may be paid at The Royal Bank of Canada - Rodney, Ontario, Bank of Montreal - West Lorne, Ontario, and the West Elgin Municipal Office, 22413 Hoskins Line, Rodney, Ontario or by telephone or internet banking.
12. That the Collector and Treasurer are hereby authorized to accept part payment from time to time on account of any taxes due.
13. That the penalty charge for non-payment of current taxes shall be in accordance with By-law No. 2003-06.
14. That this by-law shall come into force and effect upon the date of the final passing thereof and may be cited as the "2020 Budget and Rates".
15. If any section or portion of this By-law or of Schedule "A", "B1", "B2", "C1", "C2" is found by a court of competent jurisdiction to be invalid, it is the intent of the Council for the Municipality of West Elgin that all remaining sections and portions of this By-law and of Schedule "A", "B1", "B2", "C1", "C2" continue in force and effect.

Read a first, second, and third time and finally passed this 28th day of May, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

SCHEDULE "A" TO BY-LAW 2020-41

SUMMARY OF ALL RATES - 2020	TOTAL CVA	MUNICIPAL	ELGIN	EDUCATION	TOTAL	TAX RATE	MUNICIPAL	ELGIN	EDUCATION	TOTAL
	\$	TAX RATES	TAX RATES	TAX RATES	TAX RATES	X CVA	LEVY	LEVY	LEVY	LEVY
						\$	\$	\$	\$	\$
Commercial Taxable - full	17,647,915	0.00962880	0.00994683	0.00980000	0.029376	518,418.62	169,928.24	175,540.81	172,949.57	518,418.62
Commercial Taxable - excess land	55,816	0.00962880	0.00994683	0.00980000	0.029376	1,639.63	537.44	555.19	547.00	1,639.63
Commercial Taxable - vacant land	491,100	0.00962880	0.00994683	0.00980000	0.029376	14,426.37	4,728.70	4,884.89	4,812.78	14,426.37
New construction Commercial full	2,543,100	0.00962880	0.00994683	0.00980000	0.029376	74,705.16	24,487.00	25,295.78	24,922.38	74,705.16
New construction Commercial excess land	30,700	0.00962880	0.00994683	0.00980000	0.029376	901.83	295.60	305.37	300.86	901.83
Farmlands taxable - full	480,523,600	0.00135240	0.00139703	0.00038250	0.003132	1,504,966.28	649,860.12	671,305.88	183,800.28	1,504,966.28
Farmland awaiting development - res	-	-	-	-	-	-	-	-	-	-
Industrial Taxable - full	3,122,800	0.01308320	0.01351532	0.01250000	0.039099	122,096.86	40,856.22	42,205.64	39,035.00	122,096.86
Industrial taxable - excess land	59,500	0.01308320	0.01351532	0.01250000	0.039099	2,326.36	778.45	804.16	743.75	2,326.36
Industrial Taxable - vacant land	368,300	0.01308320	0.01351532	0.01250000	0.039099	14,399.98	4,818.54	4,977.69	4,603.75	14,399.98
New construction Industrial full	884,500	0.01308320	0.01351532	0.01250000	0.039099	34,582.64	11,572.09	11,954.30	11,056.25	34,582.64
New construction Industrial excess land	-	0.01308320	0.01351532	0.01250000	0.039099	-	-	-	-	-
Industrial Large - full	1,373,600	0.01665040	0.01720044	0.01250000	0.046351	63,667.51	22,870.99	23,626.52	17,170.00	63,667.51
Industrial Large - full new const	5,289,400	0.01665040	0.01720044	0.01250000	0.046351	245,168.13	88,070.63	90,980.01	66,117.50	245,168.13
Multi Res Taxable	5,755,500	0.01175900	0.01214745	0.00153000	0.025436	146,399.49	67,678.92	69,914.65	8,805.92	146,399.49
New Multi-residential			0.00607403	0.00153000						
Pipeline Taxable - full	5,709,000	0.00673000	0.00695233	0.00980000	0.023482	134,060.62	38,421.57	39,690.85	55,948.20	134,060.62
Res/Farm Taxable	413,274,469	0.00587980	0.00607403	0.00153000	0.013484	5,572,522.68	2,429,971.22	2,510,241.52	632,309.94	5,572,522.68
REQUIREMENT FOR 2020:	2,880,200	0.00147000	0.00151851	0.00038250	0.003371	9,709.18	4,233.89	4,373.61	1,101.68	9,709.18
Landfill	-	0.19640120	0.20288870	0.23687812	0.636168	-	-	-	-	-
GRAND TOTALS	940,009,500					8,459,991.37	3,559,109.64	3,676,656.89	1,224,224.85	8,459,991.37
TOTAL - RESIDENTIAL						7,233,597.63	3,151,744.16	3,255,835.67	826,017.81	7,233,597.63
TOTAL - COMMERCIAL/INDUSTRIAL						1,226,393.73	407,365.48	420,821.22	398,207.03	1,226,393.73
						8,459,991.37	3,559,109.64	3,676,656.89	1,224,224.85	8,459,991.37

2020					
RODNEY GARBAGE & RECYCLING	TOTAL CVA	TAX RATIO	WEIGHTED ASST	TAX RATE	LEVY
Commercial Taxable - full	5,419,000	1.6376	8,874,154	0.00147136	\$ 7,973.32
Commercial Taxable - vacant unit	24,000	1.6376	39,302	0.00147136	\$ 35.31
Commercial Taxable - vacant land	112,500	1.6376	184,230	0.00147136	\$ 165.53
Commercial New Construction Full	-	1.6376	-	0.00147136	\$ -
Farmlands taxable - ft	-	0.2300	-	0.00020665	-
Industrial Taxable - full	-	2.2251	-	0.00199923	-
Industrial taxable - vacant unit	-	1.4463	-	0.00129948	-
Industrial Taxable - Vacant land	-	1.4463	-	0.00129948	-
Industrial Large New Construction Full	-	2.8318	-	0.00254434	-
Multi Res Taxable	2,057,000	1.9999	4,113,794	0.00179689	\$ 3,696.20
Pipeline Taxable - full	-	1.1446	-	0.00102841	-
Res/Farm Taxable	51,808,300	1.0000	51,808,300	0.00089849	\$ 46,549.16
Managed Forest Taxable - full	-	0.2500	-	0.00022462	-
Landfill	-	33.402650	-	0.03001189	-
TOTAL ASSESSMENT	\$ 59,420,800		\$ 65,019,781		\$ 58,420

REQUIREMENT FOR 2020:

\$ 58,420

RES & FARM RATE:

0.00089849

2020

WEST LORNE GARBAGE & RECYCLING	TOTAL CVA	POLL 060	TOTAL	TAX RATIO	WEIGHTED ASST	TAX RATE	LEVY
Commercial Taxable - full	6,531,851	-	6,531,851	1.63760	10,696,559	0.00109822	\$ 7,173
Commercial Taxable - excess land	47,600	-	47,600	1.63760	77,950	0.00109822	\$ 52
Commercial Taxable - vacant land	15,116	-	15,116	1.63760	24,754	0.00109822	\$ 17
Commercial New Construction Full	104,000	-	104,000	1.63760	170,310	0.00109822	\$ 114
Farmlands taxable - full	-	-	-	0.23000	-	0.00015425	\$ -
Industrial Taxable - full	-	-	-	2.22510	-	0.00149222	\$ -
Industrial taxable - vacant unit	-	-	-	2.22510	-	0.00149222	\$ -
Industrial Taxable - Vacant land	-	-	-	2.22510	-	0.00149222	\$ -
Industrial Large New Construction Full	-	-	-	2.83180	-	0.00189909	\$ -
Large Industrial	-	-	-	-	-	0.00000000	-
Large Industrial Excess	-	-	-	-	-	0.00000000	-
Multi Res Taxable	2,745,000	-	2,745,000	1.99990	5,489,726	0.00134119	\$ 3,682
New Multi-residential	-	-	-	1.00000	-	0.00067063	\$ -
Pipeline Taxable - full	-	-	-	1.14460	-	0.00076760	\$ -
Res/Farm Taxable	75,789,369	6,180,875	81,970,244	1.00000	81,970,244	0.00067063	\$ 54,972
Managed Forest Taxable - full	-	-	-	0.25000	-	0.00016766	\$ -
Landfill	-	-	-	33.3899	-	0.02239229	\$ -
TOTAL ASSESSMENT	85,232,936	6,180,875	91,413,811		98,429,543		\$ 66,010

REQUIREMENT FOR 2020:

\$ 66,010

RES & FARM RATE:

0.00067063

Municipality of West Elgin - 2020 Budget Summary

Levy Increase	9.65%
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Rate Increase	2.64%
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	<u>2020 Budget</u>	<u>2019 Actuals</u>	<u>2019 Budget</u>
Revenues			
Taxation	- 3,559,092.46	-\$ 3,245,826.03	-\$ 3,369,945.67
Local Improvements	- 40,520.60	- 100,852.40	- 95,798.10
PIL	- 58,000.00	- 58,139.32	- 53,000.00
GRANTS:			
OMPF Funding	- 1,838,600.00	- 1,881,100.00	- 1,881,100.00
OCIF Funding (Ontario Community Infrastructure Funding)	- 225,658.00	- 188,048.00	- 225,658.00
Ontario Invests - Improve Service Delivery & Efficiency	-	- 553,560.00	- 553,560.00
Ontario Cannabis	- 15,000.00	- 15,000.00	-
CANADA DAY	- 5,000.00	- 5,000.00	-
Other Revenue	- 230,100.00	- 242,495.35	- 258,850.00
Prior Year-Surplus	-	-	- 207,562.00
	\$ (5,971,971.06)	\$ (6,290,021.10)	\$ (6,437,911.77)
Departmental Summaries			
Council	105,998.37	\$ 103,224.30	\$ 125,486.51
Administration	856,012.92	806,791.19	1,167,003.22
Buildings	106,169.84	59,651.26	139,620.41
MTO	29,659.07	28,424.59	30,736.36
Fire	498,651.46	416,506.03	422,091.05
Policing	896,000.00	901,612.27	1,001,103.90
Building Inspection	12,400.00	16,241.89	3,030.00
By-law Enforcement	16,728.76	16,842.95	10,712.86
Emergency Measures	49,390.00	19,729.18	10,000.00
Animal Control	0.00	- 7,877.11	- 1,159.36
Conservation Authority	64,289.00	63,368.00	63,368.00
Transit	8,843.93	29,491.38	13,230.69
Roads	1,804,859.98	1,397,123.53	2,607,655.99
Sidewalks	62,500.00	10,134.22	60,000.00
Streetlights	35,000.00	-	35,000.00
Garbage Collection	58,862.63	27,358.31	57,998.65
Landfill	140,063.42	152,072.98	164,000.59
Sewage - Rodney	- 0.00	-	-
Sewage - West Lorne	- 0.00	-	-
Water	-	-	-
Cemeteries	600.00	-	600.00
Arena	187,554.34	151,071.57	101,850.48
Parks & Recs	695,565.79	526,407.89	571,501.96
PGTP	-	2.00	-
Library	4,646.50	- 16,394.79	- 3,812.28
Drainage	29,715.12	39,624.01	30,451.74
Planning & Zoning	38,281.33	38,247.61	55,913.58
Economic Development	4,000.00	1,335.09	17,700.00
Total Departmental Summaries	\$ 5,705,792.46	\$ 4,780,988.35	\$ 6,684,084.34
Transfers to Reserves	225,658.00	-	847,380.00
Transfers from Reserves	-	-	(1,189,350.67)
Debenture Payments	40,520.60	-	95,798.10
	\$ 266,178.60	\$ -	-\$ 246,172.57
Net Deficit/(Profit)	-\$ 0.00	-\$ 1,509,032.75	0.00

MUNICIPALITY OF WEST ELGIN

2020 CAPITAL SUMMARY

	BUDGET 2020
Administration General	
Security cameras	10,000.00
Keyless access control	35,000.00
Asset Management Software	80,000.00
Document Management Software	-
Server upgrade	-
Letter and paper folding machine	-
	125,000
Buildings	
Municipal Office - Roof and ceiling repairs & council chambers reno, accessible washrooms	300,000
Old Town Hall Building	675,000
	975,000
Transit	
Transit Bus	70,000
Libraries	
West Lorne Complex - Lighting retro fit	30,000
Rodney Library	-
	30,000
Arena	
Drain repair and eavestrough	10,000
Security cameras	10,000
Keyless Access Control	15,000
Floor scrubber	-
Flooring for warmroom - rubber flooring	-
Boards repair	30,000
Food booth renovations	-
Dressing room flooring	-
Skate sharpener	-
	65,000

MUNICIPALITY OF WEST ELGIN

2020 CAPITAL SUMMARY

	BUDGET 2020
Fire	
BUNKER GEAR replacement - see WL & Rodney Fire Operating Budget - Equipment Maintenance	-
MSA ULTRA THERMAL IMAGING CAMERA	-
TANKER - replacement	-
	-
Parks & Recreation	
PLAYGROUND EQUIPMENT - Purchase of the new equipment at Miller Park	170,000
Keyless Access Control - Rec Centre	30,000
Tennis Court	50,000
Rec Centre - Tables and Chairs (21T & 200C) Total of 60 tables and 550 chairs	11,000.00
Baseball Diamond Lighting	-
Lawn Bowling Porch & Roof replacement	15,000.00
Recreation Centre Ceiling replacement	30,000.00
Old Jail - Accessibility	-
Rec Centre/Pool accessible washrooms	
Washroom Facility (replacing grandstand)	-
PICKUP #1 - replacement	-
PICKUP #2 - replacement	-
PICKUP #3 - replacement	-
Bridge at the Marina	20,000.00
Replace Kubota lawnmower (trade in value will offset the cost of the equipment)	-
Pool - Filters	35,000.00
Fish Cleaning Station	-
	361,000
Port Glasgow Trailer Park	
Pavillion ceiling	18,000
Consulting & engineering for septic system	180,000
Replace lawn mower - JD (880 hrs - 5 yrs old)	
Tractor (case)	
Replace Kubota lawnmower	
Refurbish war monument & install gates	15,000
Accessible Lookout	-
South washroom steel roof (near laundry building)	
Splash pad	
Replacement of waterline - one street at a time	-
	213,000

MUNICIPALITY OF WEST ELGIN

2020 CAPITAL SUMMARY

	BUDGET 2020
Roads	
GRADER 2 (Champion)	45,000.00
PICKUP 1	-
PICKUP 3	-
PICKUP 4	-
TRACTOR #5 - Upgrade	8,250.00
TRUCK 7	-
TRUCK 8	-
TRUCK 9	-
BACKHOE#10 - upgrade @ 1500 hrs	-
TRUCK 11	-
TRUCK 12	280,000.00
PICKUP 15	-
CHIPPER 16	-
TRUCK #17	-
LOADER #18	-
VACUUM TRAILER #19	-
EXCAVATOR #140	
DOZER #308	
ROADSIDE MOWER	-
BLACKS RD RECONSTRUCTION - FGT portion between queens line and 401	125,000.00
DUNBOROUGH RESURFACE (50/50 WITH D/D)	-
Road Construction - Pioneer Line (West of Furnival)	-
Road Construction - McLean Line (Blacks Rd West to Clatchan)	-
Road Construction - Gibb Line (West end from Blacks Rd to Clatchan Rd.)	-
RIDOUT STREET PAVING (Queen St to Centre St) -	55,000.00
MUNROE STREET PAVING (Graham Rd to Wellington Street) - FGT	70,000.00
VILLAGE STREET PAVING -	-
PUBLIC WORKS LUNCHROOM	-
RESURFACING OF SURFACE TREATED ROADS - Marsh line (from Kerr to Graham)	200,000.00
SURFACE TREATED ROADS	-
BRIDGE GUARDRAIL	-
RODNEY DOWNTOWN REVITALIZATION/COUNTY	-
WEST LORNE -MAIN STREET DESIGN & CONSULT (Ridge St to Graham St)	-
BLACKS RD SURFACE TREAT - 401 to Johnston Line	-
CULVERT REPLACEMENT - various locations	-
CAPITAL - DRAIN REPLACEMENT CSP #2	20,000.00
CAPITAL - CULVERT#6 REPLACEMENT - BLACKS@KINTYRE	20,000.00
CAPITAL - BRIDGE #6 REPLACEMENT (BLACKS@MCDOUGALL)	30,000.00
	853,250

MUNICIPALITY OF WEST ELGIN

2020 CAPITAL SUMMARY

	BUDGET 2020
Sewer Maintenance - Rodney	
Rehabilitation of Waste Water Plant	-
Aeration System Upgrade	
Alum Tank Replacement	
Mechanical Bar Screen Replacement	
Clarifier Replacement	
Lagoon Clean-out	148,000
Lagoon Decant Upgrade	-
Filter Sand Replacement	15,000
Process Pumps and Motor Rebuilds	10,000
	173,000
Sewer Maintenance - West Lorne	
Collection System Flushing	10,000
	10,000
Sidewalks & Street Lights	
SIDEWALKS -FGT - Rodney (TBD)	50,000
Water	
Fire flow testing/hydrant painting	-
Waterline Extension	50,000
AMR (Automatic Meter Reading) - Software, handheld equipment and training	-
Meter Replacement -	60,000
Todd Place water line replacement	540,000
Cast iron main behind library (Rodney)	200,000
Bulk water station at Colley/Crinan	-
Vehicle replacement	-
Pick up truck replacement	-
Replace watermain - Chestnut St. (from Graham to Ridge St)	-
Water Tower Exterior Painting	
Replace Ridout watermain (Centre St. to dead end)	-
	850,000
	\$ 3,775,250



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-43

A By-law to Authorize the Execution of an Agreement between The Corporation of the Municipality of West Elgin and North Frontenac Telephone Elgin Corp. for the installation of Telecommunication Equipment upon Rodney Water tower

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with North Frontenac Telephone Elgin Corp. for the purposes of installation of Telecommunication Equipment upon Rodney Water tower; and

Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with North Frontenac Telephone Elgin Corp., in the form of an agreement, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and CAO/Treasurer are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on May 28, 2020.

Read a first, second, and third time and passed this 28th day of May, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

THIS AGREEMENT made effective the **28th** day of **May, 2020**.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(hereinafter called "Licensor")

Of The First Part

-and-

North Frontenac Telephone Elgin Corp.
(hereinafter called "Licensee")

Of The Second Part

WHEREAS Licensor owns and operates a certain water tower located upon lands known municipally as 192 Victoria St. in the now Community of Rodney in the Municipality of West Elgin and Province of Ontario (hereinafter called the "Structure");

AND WHEREAS the Licensee provides telecommunication services in the Province of Ontario and proposes to extend such services to residents and other entities within the territorial limits of the Municipality of West Elgin;

AND WHEREAS, in connection with its operations, Licensee desires and seeks permission to install, maintain, and operate specified communications equipment, including mast, antennae, and chattels and other items ancillary thereto (hereinafter collectively referred to as "Equipment" and a detailed list of which is attached as Schedule "A" to this Agreement), upon the roof of the Structure to facilitate the provision and operation of high speed internet services within the said territorial limits of the Municipality of West Elgin;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the payment of ONE DOLLAR (\$1.00) by each Party hereto to the other and the mutual premises and covenants herein contained, the sufficiency of which consideration is hereby irrevocably acknowledged, the Parties agree and covenant as follows:

1. Preamble Incorporated

The preamble paragraphs to this Agreement, including any Schedule referenced therein, is incorporated into and forms a part of this Agreement.

2. Grant of Rights to Licensee

Licensor hereby grants to Licensee the right to install, operate and maintain the Equipment upon the Structure subject to the completion and/or performance of the payments, terms, covenants and agreements as hereinafter set forth or incorporated.

Licensor further grants to Licensee, access to the Structure for the purposes incidental to the rights granted to Licensee hereunder including, without limitation, the right to install and maintain the equipment as outlined in Schedule "A" including an antennae, electronics and communication line as Licensee, acting reasonably, may deem necessary or convenient in connection with the operation of its Equipment (hereinafter called the "Lines") but at all times subject to the conditions outlined in section 3.2. below. Subject to the terms of this Agreement, including but not necessarily limited to that set forth in sections 3 and 4 below Licensee, its employees, agents and contractors, shall have the right of ingress and egress, as Licensee, in its reasonable opinion, deems necessary, to carry out the installation and operation of the Equipment.

3. Installation

- 3.1. Licensee shall pay for all direct and indirect costs related to installation of the Equipment and Lines; for purposes of clarity, it is agreed and acknowledged that the Licensor is not responsible for and shall not pay for any costs of installation of the Equipment and Lines.
- 3.2. Prior to installation of the Equipment and Lines, Licensee shall provide its plans and drawings to Licensor, which plans and drawings are subject to the approval of Licensor, acting reasonably, in writing. Approval of the plans and drawings by Licensor shall in no way relieve the Licensee of its obligations and responsibilities contained in this Agreement.
- 3.3. Licensee shall ensure that the Equipment and Lines and the installation and operation of the same are in conformance with applicable federal, provincial or municipal laws, regulations, codes and requirements which are now in effect or which subsequently come into effect. Licensee shall secure, at its sole expense, all licenses, permits and approvals which may lawfully be required by any governmental authority or agency whatsoever for the lawful installation, maintenance, and operation of the Equipment and Lines.
- 3.4. Licensee shall provide and pay for all grounding and lightning protection for the Equipment and Lines, which grounding and lightning protection, including installation thereof, shall be consistent with industry standards and practices.

4. Operation and Maintenance

- 4.1. Subject to section 4.2 hereof, any modification or change made to the location of or any part of the Equipment and Lines and/or any maintenance, servicing or repairs to be undertaken by Licensee to the Equipment and Lines shall be made at the sole expense of Licensee. Any substantial change to the Equipment and Lines upon the Structure shall only be undertaken by Licensee after having received written consent from Licensor, such consent not to be unreasonably withheld. Licensee shall maintain in good order and safe working conditions the Equipment, Lines and all other related items which may be owned or operated by Licensee, its contractors, officers, servants and agents.
- 4.2. The installation, utilization, maintenance, repair or operation of the Equipment and Lines shall not interfere with any of the operations of the Structure as carried out by Licensor from time to time; provided that, for purposes of clarity and without limiting the generality of the foregoing, it is understood and agreed that Licensee shall immediately cease or vary any such installation, utilization, maintenance, repair or operation which interferes with operations of the Structure immediately upon receiving written notice from Licensor to that effect. In the event that, after Licensee has used its best efforts to do so, compliance with this section renders it impossible or economically non-viable for Licensee to operate the Equipment, Licensee shall notify Licensor of such inability to comply as well as provide the Licensor with a detailed explanation thereof. Thereafter, if, within thirty (30) days of the said notice, Licensor is unable or unwilling to reconcile and/or rectify the matter or matters giving rise to the original inability to comply, Licensee may terminate this Agreement by giving Licensor no less than thirty (30) days' written notice thereof and, upon the effective date of such termination, Licensor shall refund the pro rata portion of the Licensee's annual licence fees, if any are paid, which applies to the remainder of the year.
- 4.3. The Licensor shall use its best efforts to ensure that the installation, utilization, maintenance, repair or operation of equipment from time to time carried out by Licensor or its licensees will not and does not interfere with any of the operations of the Licensee. Upon written notice of such interference from the Licensee, Licensor or the other licensees shall immediately use best efforts and take reasonable steps to alleviate the said interference with operations of the Equipment, Accessories and Lines of the Licensee.
- 4.4. The only access to the Structure and to the Equipment and Accessories by Licensee or by its designated contractors, employees, servants or agents shall be by way of existing ladders and stairs or such other means of access as is approved by Licensor, acting reasonably, in writing. Any repairs, installations or maintenance by Licensee to the Lines shall be made by Licensee in such a manner so as not to disturb or cause damage to Licensor or the Structure or to third parties or adjoining lands.

- 4.5. Licensee acknowledges that its personnel shall only have access to the Structure for any purpose if accompanied by the Licensor's personnel or designated representative. Licensee shall use its reasonable efforts to provide Licensor with advance notice of any requirement for access for regular maintenance, but in no event shall such regular maintenance be carried out without less than 48 hours prior notice. In the event that access is required on an emergency basis, Licensor shall use its best efforts to ensure that the Licensee is provided access within a reasonable period after notification.
- 4.6. Licensee and its contractors, employees, servants, agents or representatives upon the Structure shall comply with the reasonable safety regulations of the Licensor, as the same may be communicated to the Licensee by the Licensor, from time to time. A copy of the current Licensor safety regulations have been delivered to Licensee.
- 4.7. Licensee shall have access to, occupy and use the Structure only for the construction associated with and installation, operation and maintenance of its Equipment and Lines as a communication site and the use of such Equipment and Lines shall be for lawful reasonable and usual communications purposes and those activities necessarily related thereto.
- 4.8. The Licensee shall be responsible for and pay for any and all costs and expenses associated with the operation of the Equipment and Lines.

5. Term

- 5.1 This Agreement shall remain in force for a term of three (3) year(s) commencing on the effective date thereof unless sooner terminated in accordance with the provisions hereof. The term of this contract shall automatically renew for succeeding 3 year terms if either party does not, within 120 days of the end of the term, or any renewal, provide written notice to the other of its intention to terminate at the end of such term or renewal, provide written notice to the other of its intention to terminate at the end of such term or renewal, as the case may be. Except as otherwise provided herein and notwithstanding the foregoing, either party may, at any time, terminate this Agreement upon providing to the other not less than one (1) year's written notice.
- 5.2 The effective date of this Agreement shall be the date first set forth above.

6. Licence Fee / Additional Compensation

- 6.1 In consideration of the granting of the Licence and rights associated therewith as contemplated by this Agreement, the Licensee shall pay to the Licensor an annual Licence Fee of One Dollar (\$1.00), such annual Licence Fee to be paid to and received by the Licensor on the date of execution of this Agreement and each anniversary date thereafter during the Term of this Agreement or any

renewal thereof.

- 6.2 In addition to the annual Licence Fee as set forth above and as further compensation for the granting of the Licence and rights associated therewith as contemplated by this Agreement, the Licensee shall, during the Term of this Agreement or any renewal thereof and at no charge to the Licensor other than as provided for below, install, provide and maintain a 20 MBPS Fibre-based internet service to the Licensor at the water services office/shed adjacent to the Structure at 192 Victoria Street, Rodney, Ontario; provided at all times that the Licensor shall provide, maintain, and pay for any and all electrical power, conduit access, and physical space required to install, receive and operate that internet service; and provided further that any additional wiring or installation services beyond the Licensee's standard installation services, required to establish, maintain, and operate that internet service will either be provided by the Licensor or otherwise be paid for by the Licensor to the Licensee as mutually agreed by the said Parties.

7. Insurance

- 7.1. During the Term of this Agreement and/or any renewal thereof, Licensee shall at all times secure, maintain and pay for the mutual benefit of Licensor and Licensee respectively, liability insurance against claims for personal injury, death or property damage occurring upon the Structure, as a direct or indirect result of the Licensee's operation and/or presence upon the Structure, such insurance to afford protection to the limit or not less than Five Million (\$5,000,000.00) Dollars per occurrence with respect to injury or death to a single person and to the limit of not less than Five Million (\$5,000,000.00) Dollars per occurrence in respect of property damage; provided that, for purposes of clarity, it is agreed and understood that, at all times, any such policy of insurance as contemplated herein shall specifically name the Licensor as either a named insured or additional insured; and provided further that the said policies of insurance shall be issued by an Insurer acceptable to the Licensor and carrying on business in the Province of Ontario and shall, amongst other things, include an undertaking by the Insurer to notify the Licensor in writing at least thirty (30) days prior to cancellation thereof; and provided further that, upon demand, the Licensee shall furnish to the Licensor certificates in respect of any such policy or policies

8. Indemnification and Reimbursement

- 8.1. Licensee shall indemnify and save harmless Licensor of and from all loss and damage and all fines, costs, charges, suits, claims, demands, expenses of third parties, solicitor-client costs and actions of any kind of nature ("Damage") for which Licensor shall or may become liable, incur or suffer as a result of granting the Licence contemplated by this Agreement and/or the exercise of any rights granted thereunder by the Licensee, including but not necessarily limited to by reason of:

- a) any breach, violation or non-performance by Licensee of any covenant, term or provision hereof; or
- b) installation, operation or maintenance of the Equipment or Lines; or
- c) any builders or other liens for any work done or materials provided or services rendered for improvements, alterations or repairs made by Licensee to the Equipment or Lines; or
- d) any injury, or death occasioned to or suffered by any person or damage or any property caused directly or indirectly by Licensee, and/or by any of the Licensee's contractors, employees, servants, agents, invitees or representatives; or
- e) Licensee's activities, omissions or operations (including those of Licensee's contractors, employees, servants, agents, representatives or invitees), whether or not such activities, omissions or operations are in law negligent, in breach of this Agreement, or constitute creation, permission or tolerance of a nuisance;

except to the extent that any such losses or resultant damages are caused by the negligence or wilful misconduct or omission of Licensor or those for whom Licensor is responsible in law.

Under no circumstances shall either party be liable to the other party for any special, indirect, incidental or consequential damages, including without limitation, business or economic loss of anticipated profits.

8.2. Licensor shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by Licensee or by any employee, agent, customer, licensee, contractor or invitee of Licensee or any other person who may be upon the Structure or for any loss or damage however caused to any property belonging to the Licensee or to its employees, agents, customers, licensees, contractors, invitees or any other person while such property is in or about the Structure. Without limiting the generality of the foregoing Licensor shall not be liable to Licensee, or to anyone claiming through Licensee, for:

- a) any damage or damages for any nature whatsoever to any property caused by reason of breakdown or other cause, by failure to supply adequate drainage, snow or ice removal, or by interruption of any public utility or other service, or by steam, water, rain, snow or other substances leaking into, issuing or flowing from any place or quarter and causing damage to the Equipment or the Lines; or

- b) any act, omission, theft, malfeasance or negligence on the part of any agent, contractor or person from time to time employed by Licensor to perform janitor services, security services, supervision or any other work in or about the Structure; or
- c) any and all liability for loss or damage cause by any of the perils against which Licensee shall have insured or pursuant to the terms of this Agreement is obligated to insure and whether or not such loss or damage may have arisen out of the negligence of Licensor or of any Licensor's employees, contractors, agents, customers, licensees or invitees.

8.3. Licensee shall not demand, claim or bring action against Licensor for any damage, loss, costs changes or expenses which Licensees, its contractors, officers, servants, agents or invitees may suffer in the course of the Licensee's operations on the Structure, whether or not such damage, loss, costs, charges or expenses are the result of any act of negligence, or breach of this Agreement by, or nuisance created, permitted or tolerated by Licensor or any of its contractors, officers, servants, agents or invitees.

8.4. Licensee shall promptly reimburse Licensor for any damage, loss, costs, charges or expenses which Licensor may suffer as a result of Licensee's operations or activities on the Structure, or as a result of any acts or omissions of Licensee's contractors, officers, servants, agents or invitees, whether or not such acts or omissions are in law negligent, or in breach of this Agreement, or constitute creation, permission or tolerance of a nuisance.

9. Early Termination

(A) By Licensor In Event of Default by Licensee

9.1. As events of default hereunder and if and whenever:

- a) any payment to be paid by Licensee to Licensor or any part thereof be not paid when due, and such default shall continue after seven (7) days written notice by Licensor to Licensee requiring Licensee to rectify the same; or
- b) the term hereby granted or the Equipment and/or the Lines shall be taken or exigible in execution or in attachment, or if a Writ of Execution shall issue against Licensee; or
- c) Licensee shall become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any Act that may be in force for bankrupt or insolvent debtors or become involved in voluntary or involuntary winding up of proceedings or if a receiver shall be appointed for the business, property, affairs or revenues of Licensee; or

- d) save and except for that provided for in section 10.1 (a) above, Licensee shall not observe, perform and/or keep each and every covenant, agreement, provision, stipulation and/or condition herein contained to be observed, performed and kept by Licensee,

then and in such event the Licensee shall be in default hereunder and if such default shall persist after fifteen (15) days notice by Licensor requiring that Licensee remedy, correct, desist or comply (or in the case of such default which reasonably would require more than fifteen (15) days to rectify, unless Licensee shall commence rectification within the fifteen (15) day notice period and thereafter promptly and diligently and continuously proceeds with and actively pursues the rectification of the said default), then and in any such cases, at the option of the Licensor, this Agreement shall immediately be terminated without further notice; and provided at all time that if and whenever Licensor shall be so entitled to and does so terminate this Agreement as a result of any such default as aforesaid by Licensee, Licensee shall forthwith vacate the Structure, including removal of the Equipment and Lines as otherwise provided for in this Agreement.

- 9.2. No reference to or exercise of any specific right or remedy by Licensor shall prejudice or preclude Licensor from any other remedy in respect thereof, whether allowed at law or in equity or expressly provided for herein. No such remedies shall be exclusive or dependent upon any other such remedy but Licensor may from time to time exercise any one or more of such remedies independently or in combination.

(B) By Licensee

- 9.3. Notwithstanding anything in the Agreement to the contrary, should: (a) Licensee be required to effect changes to or relocate Equipment as a result of interference by Equipment as contemplated in Section 4.2; (b) Licensee wish to upgrade Equipment and Licensor refuses to give its consent as contemplated in Section 4.1; (c) ability of Licensee to operate Equipment be impaired due to damage or destruction of the Structure, as contemplated in in Section 11 or due to interference by Licensor or its licensees, as contemplated in Section 4.3, then and in each and every such event, should Licensee determine, in its discretion, that the costs to effect any change to or relocation of Equipment is excessive, that any inability to operate Equipment due to damage to or destruction of the Structure results in unacceptable service outage, then Licensee may, upon no less than fifteen (15) days written notice to Licensor, terminate this Agreement and the Licence contemplated hereunder.

10. Consequences of Expiry or Early Termination – Removal of Equipment / Lines

At the expiry or earlier termination of this Agreement, Licensee shall immediately remove the Equipment and Lines associated with this Agreement and shall make

good any damage caused by such removal and/or installation and maintenance of the same to the Structure, thereby leaving the Structure in as good a condition as existed immediately prior to the installation of the Equipment and Lines reasonable wear and tear excepted. At the expiry or earlier termination of this Agreement, all grounding and lightning protection provided by Licensee for the Equipment in accordance with the terms hereof shall in the sole discretion of the Licensor to be exercised by written notice given by Licensor to Licensee within two (2) months prior to such expiry or termination, either remain and become the property of the Licensor, at a mutually agreed upon price, or be removed by Licensee immediately upon such expiry or earlier termination of this Agreement thereby leaving the Structure in as good a condition as existed immediately prior to the installation of the said grounding and lightning protection, reasonable wear and tear excepted.

Save and except for grounding and lightning protection measures as provided for above and in the event that Licensee does not remove any Equipment, Accessories and/or Lines as aforesaid, then, at the sole option of Licensor and without prejudice to any other rights it may have at law or in equity, the same shall become the property of Licensor without further notice or payment for the same.

11. Damage or Destruction of Structure

In the event of damage to the Structure that renders continued use by the Licensee of the Equipment impossible, the Licensor shall, as soon as possible, but not more than five (5) days following the event, advise the Licensee of the expected period for which the Equipment is unlikely to be available for use as a result of such damage (the "Repair Period"). Licensee may, upon notice given to the Licensor, elect to terminate this Agreement, and as applicable, remove the Equipment and Accessories. If the Licensee has not terminated the Agreement, Licensor shall, from time to time, advise the Licensee of any changes in the expected Repair Period.

12. Condemnation or Expropriation

If at any time during the term of this Agreement, title is taken to the whole or a portion of the Structure by right or exercise by any competent authority of powers of condemnation or expropriation, Licensor may, at this option, give notice to Licensee terminating this Agreement on the date stated in the notice. Upon such termination, or upon termination by operation of law, as the case may be, the payments hereunder shall abate and apportioned to the date of termination and Licensee or Licensor, as the case may be, may either pay or refund payment as applicable. In such case of condemnation or expropriation Licensee shall have no claim upon Licensor for any reason whatsoever but the parties shall each be entitled to separately advance their claims for compensation for the loss of their respective interest and the parties shall each be entitled to receive and retain such compensation as may be awarded to each respectively.

13. Assignment

Licensee may assign all or any part of this Agreement to any related company, provided that the assignee agrees to be bound by the terms hereof, without the prior written consent of Licenser. Furthermore, Licensee may assign all or any part of this Agreement without the prior written consent of Licenser if such assignment relates to the sale or disposition of the Licensee's wireless internet business, provided that the assignee agrees to be bound by the terms hereof. Any other assignment, in whole or in part, of this Licensee shall only be effective upon the consent of the Licenser which consent will not be unreasonably withheld. Any assignment or purported assignment of all or part of this Agreement by Licensee without Licenser's written consent as herein provided shall be null and void and of no force or effect. In no event will any assignment of all or part of this Agreement by the Licensee terminate the Licensee's obligations hereunder.

14. Licensee Not to Encumber the Structure

Notwithstanding the provisions hereof, Licensee shall not register a caveat or any other instrument against title to the lands on which the Structure is located. This Agreement does not grant the Licensee any interest, either equitable or legal, in the lands on which the Structure is located.

15. Rates of Insurance Increased

Licensee will not do or permit to be done, committed or omitted upon the Structure anything which shall cause the rate of insurance upon the Structure or any part thereof held by Licenser to be increased.

16. Repairs by Licenser

Licenser shall have the right to make repairs, replacements, changes or additions to the Structure or to any equipment of Licenser located upon the Structure at any time and if the Equipment or the Accessories have to be relocated for such purpose, Licensee shall, upon ninety (90) days written notice, at its own expense, immediately move the same to facilitate such activities by Licenser provided that such action will not result in an interruption of service of the Licensee. The Licensee has the right to reinstall the Equipment and Accessories at its own expense. In the event that the repairs, replacements, changes or additions to the Structure or to any equipment of Licenser result in the interruption of service of the Licensee, the Licensee, at its sole discretion, shall have the right to terminate this agreement without penalty.

17. Taxes, etc.

Licensee shall pay all taxes, rates, duties, charges, assessments, fees and licenses whatsoever imposed by any governmental authority in respect of the Equipment or

Accessories or in respect to any business or other activity of Licensee carried on upon or in connection with the Structure.

18. Notices

Any notice to be given hereunder shall be in writing and may be either delivered or sent by prepaid registered mail and in the latter case shall be deemed to have been given three (3) business days following the date upon which it was mailed. If delivered, receipt is deemed to occur on the date of delivery. The addresses of the parties for the purposes hereof shall respectively be:

- a) Municipality of West Elgin
22413 Hoskins Line
Rodney ON N0L 2C0
Attention: CAO/Treasurer
- b) North Frontenac Telephone Elgin Corp.
5405 Eglinton Ave. West
Suite 214
Toronto, ON M9C 5K6
Attention: President

Any notice or service required to be given or effected from time to time shall be sufficiently given or served if mailed to or delivered to the address as aforesaid or, in the event of a postal disruption or threatened postal disruption, notices shall only be delivered.

19. Miscellaneous

- 19.1. Entire Agreement – This Agreement (including schedules) supersedes all other agreements and understandings between the parties hereto and contains a complete statement of all the arrangements made between the parties with respect to its subject matter. Any agreements or verbal representations or warranties made by either party prior to the date hereof, are hereby rendered null and void.
- 19.2. Amendments – This Agreement may only be amended by an instrument in writing executed by each of the parties hereto.
- 19.3. Waiver – The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of deprive that party of the right thereafter to insist upon strict adherence to that term, or any other term of this Agreement. No waiver shall be valid unless

evidenced by writing signed by the party against whom such waiver is sought to be enforced.

- 19.4. Unenforceability, Invalidity or Illegality of Provision – In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- 19.5. Further Assurances – Each of the parties agree that each shall with reasonable diligence proceed to take all action and to do all things and provide reasonable assurances as may be required to consummate the transaction contemplated herein, and each party hereto agrees to provide such further documents or instruments required by the other party as may be necessary or desirable to effect the purpose of this Agreement and carry out its provisions.
- 19.6. Headings – The headings in this Agreement and Schedule(s) are solely for the convenience of reference and shall not affect the interpretation of this Agreement.
- 19.7. Law of the Agreement – This Agreement shall be deemed to be made pursuant to the laws of the Province of Ontario and shall be construed, interpreted, performed and enforced in accordance therein.
- 19.8. Time – Time shall be of the essence of this Agreement.
- 19.9. Enurement – This Agreement shall enure to the benefit of and be binding upon the parties hereto, and upon successors and assigns of Licensor and upon the successors and permitted assigns of Licensee.
- 19.10. Merger – The covenants, terms and conditions of this Agreement evidencing obligations of a part to be performed at or after the expiry or earlier termination of this Agreement, shall not merge with such expiry or earlier termination of this Agreement but shall survive for the benefit of the other party.

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Signed, Sealed, and Delivered) **The Corporation of the Municipality of**
) **West Elgin**
)
)
)
) per: _____
) Name: Duncan McPhail
) Position: Mayor
)
)
)
) per: _____
) Name: Magda Badura
) Position: CAO/Treasurer
)
)
) We have authority to bind the Corporation.
)
)
)
)
)
) **North Frontenac Telephone Elgin Corp.**
)
)
) per: _____
) Name: John Fagg
) Position: Treasurer
)
)
) I have authority to bind the Corporation.
)
)

SCHEDULE "A"

The Equipment to be Installed

Top of Structure

Antennae – Ubiquiti Air Fibre Antenna model AF-5G23-S45

1. Dimensions: 378 x 290 mm (ø 14.88 x 11.42")
2. Weight: 3.4 kg (7.50 lb)
3. Operating Spectrum: 5.1 - 5.9
4. Wind loading: 190 N @ 200 km/h (43 lbf @ 125 mph)
5. Mount: Universal pole mount
6. Cat5 lead to equipment at bottom

Bottom of the Structure

1. Cisco SG350 switch
2. Lightning Protector
3. Power Over Ethernet (POE) device
4. Small UPS.



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-42

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on May 28, 2020.

Whereas Section 5(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be exercised by council; and

Whereas Section 5(3) of the Municipal Act, the powers of Council shall be exercised by by-law; and

Whereas it is deemed expedient that proceedings of Council of the Corporation of the Municipality of West Elgin as herein set forth be confirmed and adopted by by-law;

Now therefore the Council of the Municipality of West Elgin enacts as follows:

1. That the actions of the meeting of Council held on May 28, 2020, in respect of each recommendation, motion and resolution and other action taken by the Council at this meeting, is hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. The Mayor and proper officials of the Corporation of the Municipality of West Elgin are hereby authorized and directed to do all things necessary to give effect to the action of the Council referred to in the preceding section hereof.
3. The Mayor and Clerk are hereby authorized and directed to execute all documents necessary in that behalf and to affix the Seal of the Corporation of the Municipality of West Elgin.

Read a first, second, and third time and finally passed this 28th day of May, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk