



Municipality of West Elgin

Agenda

Council Meeting

Date: **August 13 2020, 9:00 a.m.**
Location: **Recreation Centre**
135 Queen Street
Rodney

Due to COVID-19 and physical distancing requirements this meeting is being held in an alternate location to allow the public to attend. Please contact the Clerk's Department if you require an alternate format or accessible communication support or wish to receive the link to the meeting, at 519-785-0560 or by email at clerk@westelgin.net.

Pages

1. Call to Order

2. Closed Session

Recommendation:

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at _____ a.m. under Section 239(2) (b),(c) & (f) of the Municipal Act, consideration will be given to personal matters pertaining to an identifiable individual, a proposed or pending acquisition or disposition of land, and advice that is subject to Solicitor Client privilege.

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. Public Meeting - Not Before 11 am

Recommendation:

That Council proceed into a Public Meeting pursuant to Section 34 of the *Planning Act* at ____ a.m.

6.1 Purpose of Public Meeting

The purpose of this Public Meeting of the Council of the Corporation of the Municipality of West Elgin is to review applications for proposed amendments to the West Elgin Comprehensive Zoning By-Law 2015-36.

Council will not make a decision on the applications at this public meeting. Based on the recommendation and information received at this public meeting amending by-laws will be presented for approval at a regular Council meeting.

There are Public Registries located at the entrance and if any member of the public would like to be notified in writing of the decision on an application, they are to provide their name and mailing address on the registry. A person or public body may appeal a decision if they have made an oral submission at this public meeting or a written submission to Council prior to the passing of the by-law.

6.2 Planning Report

6.2.1 H. James, Planner - Zoning Report 20662 Marsh Line

10

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 20662 Marsh Line, File No. D14 03-2020;and

That West Elgin Council consider the by-law to amend the Zoning By-law, subject to the conditions on the By-law, as presented in the By-law portion of the agenda.

6.3 Public Comments

6.4 Council Comments

6.5 Close of Public Meeting

Recommendation:

That West Elgin Council hereby close the Public Meeting at ____ a.m. and reconvene the Regular Meeting of Council.

7.	Delegation K. Vecchio, MP Elgin, Middlesex, London	
8.	Adoption of Minutes	18
	Recommendation: That the Minutes of the Council meeting on July 16, 2020 be adopted as circulated and printed.	
9.	Business Arising from Minutes	
10.	Staff Reports	
10.1	Water	
10.1.1	S. Smith, OCWA - West Elgin Water Distribution System Second Quarter Operations Report	28
	Recommendation: That West Elgin Council hereby receives the report from Sam Smith, OCWA re: West Elgin Distribution System second quarter report for information purposes.	
10.2	Wastewater	
10.2.1	S. Smith, OCWA - West Lorne Wastewater Treatment Plant Second Quarter Operations Report	36
	Recommendation: That West Elgin Council hereby receives the report from Sam Smith, OCWA re: West Lorne Wastewater Treatment Plant second quarter operations report for information purposes.	
10.2.2	S. Smith, OCWA - Rodney Wastewater Treatment Plant Second Quarter Operations Report	48
	Recommendation: That West Elgin Council receives the Report from Sam Smith, OCWA re: Rodney Wastewater Treatment Plant Second Quarter Operations Report for information purposes.	

10.3 Fire

10.3.1 J. McArthur, Fire Chief - Monthly Report – July 59

Recommendation:

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: July Monthly Report for information purposes.

10.4 Planning

10.4.1 H. James, Planner - Second Update on Acquisition of Laneway in West Lorne 62

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding a second update on the acquisition of a laneway between Main and Munroe Streets; and,

That West Elgin Council provides direction to staff to proceed with the survey and legal works and to contact the owner of PharmaChoice in West Lorne regarding cost sharing in the transfer of the laneway.

10.5 Operations & Community Services

10.5.1 L. Gosnell, Manager of Operations & Community Services - Memorial Park - Cairn and Gate Repair 67

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services regarding repairs at Memorial Park and;

That West Elgin Council approves the quote from Robertson Restoration in the amount of \$18,900.00 for Cairn/wall repair and;

That West Elgin Council authorize an additional \$6,000.00 for new gates and park sign.

10.5.2	L. Gosnell, Manager of Operations & Community Services - July 2020 – Monthly Report	71
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services for information purposes.</p>	
10.6	Clerk	
10.6.1	J. Nethercott, Clerk - Changes to the Municipal Act from Bill 197	74
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives the report from Jana Nethercott, Clerk Re: Changes to the <i>Municipal Act</i> as part of Bill 197 for information purposes.</p>	
10.6.2	J. Nethercott, Clerk - Community Flag Raising and Flag Protocol Draft Policy	77
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Community Flag Raising and Flag Protocol Policy; and</p> <p>That West Elgin Council hereby direct staff to bring forward a by-law to adopt the Community Flag Raising and Flag Protocol Policy at the next Council meeting.</p>	
10.7	Finance/Administration	
10.7.1	M. Badura, CAO/Treasurer - Asset Management Software Purchase	86
	<p>Recommendation:</p> <p>That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Asset Management Software Purchase; and</p> <p>That West Elgin Council hereby authorize the purchase and implementation of City Wide Asset Management software from Public Sector Digest, to be funded as outlined in the report.</p>	

10.7.2	M. Badura, CAO/Treasurer - Elgin County Mandatory Face Covering By-law No. 20-38	106
	Recommendation: That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Elgin County Mandatory Face Covering By-law No. 20-38; and That West Elgin Council hereby supports Elgin County By-law 20-38, being a by-law to temporarily require the use of face coverings and related health protection measures within enclosed public spaces during the COVID-19 Pandemic, in support of the Letter of Instruction issued on July 30 th , 2020 by the Medical Officer of Health.	
10.7.3	M. Badura, CAO/Treasurer - 2020 YTD Financials as of June 30 2020	114
	Recommendation: That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer entitled 2020 YTD Financials as of June 30, 2020 for information only.	
10.7.4	M. Badura, CAO/Treasurer - Engineering Services for the PGTP On-Site Sewage Disposal System Upgrades	144
	Recommendation: That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Engineering Services for the PGTP On-Site Sewage Disposal System Upgrades report and approves the proposal from RV Anderson for additional Engineering Services for the PGTP On-Site sewage disposal system upgrades in the amount of \$39,500.00 plus HST.	
11.	Committee and Board Report	
11.1	Elgin County Council Highlights	149
11.2	Port Glasgow Trailer Park Committee	
11.2.1	Approved Minutes - October 21, 2019	154
11.3	Rodney Aldborough Agricultural Society	
11.3.1	Minutes - May 12, 2020	157

11.4 Councillor Reports From Committees

12. Accounts

Recommendation:

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #8 amounting to \$570,710.42 in settlement of General, Road, Water and Arena Accounts (including EFT#2813-2928 Cheque# 25375-25385, online Payments# 472-794 and Payroll PP15/16).

13. Other Business

13.1 Statements/Inquires by Councillors

13.2 Notice of Motion

13.3 Matters of Urgency

14. Correspondence

14.1	Association of Municipalities of Ontario - Blue Box Transition	158
14.2	Elgin County Police Services Board - 2020 appointments to the Elgin Group Police Services Board	165
14.3	Chatham-Kent - Emancipation Day Resolution	166
14.4	Owen Sound - Support for Private Members Bill M-36 Emancipation Day	168
14.5	CUPE Ontario - Child Care Worker & Early Childhood Educator Appreciation Day	170
14.6	South Glengarry - Long Term Care Homes Resolution	173
14.7	Town of Renfrew - Investing in Canada Infrastructure Program Resolution	174
14.8	Township of St Joseph - Letter of Support	175
14.9	County of Elgin - Cancellation of Wardens Golf Tournament	176

15. By-Laws

15.1 By-Law 2020-53 - Agreement with Ministry of Transportation for Four Counties Bus Replacement Funding 177

Recommendation:

That By-Law 2020-53, being a By-law to authorize the execution of the transfer payment agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen Right in Ontario represented by the Minister of Transportation and the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

15.2 By-Law 2020-54 - Regulate the Use of Municipally Owned Fire Hydrants 255

Recommendation:

That By-law 2020-54, being a by-law to regulate the use of municipally owned fire hydrants, be read a first, second and third and final time.

15.3 By-Law 2020-55 - Agreement for Shared Planning Services 258

Recommendation:

That By-law 2020-55, being a by-law to authorize the execution of an agreement between the Corporation of the Township of Southwold and the Corporation of the Municipality of West Elgin for planning services, be read a first, second and third and final time.

15.4 By-Law 2020-56 - Debentures for 2019 Drainage Assessments 265

Recommendation:

That by-law 2020-56, being a by-law to authorize the issue of debentures in the principal amount of \$76,336.23 for the 2019 drainage assessments, be read a first, second and third and final time.

15.5 By-Law 2020-57 - Rezone 20662 Marsh Line 269

Recommendation:

That by-law 2020-57, being a by-law to amend Municipality of West Elgin Comprehensive Zoning By-law 2015-36, for the property known as 20662 Marsh Line, be read a first, second and third and final time.

16. Confirming By-Law

271

Recommendation:

That By-law 2020-58 being a by-law to confirm the proceedings of the Regular meeting of Council held on August 13, 2020, be read a first, second and third and final time.

17. Adjournment

Recommendation:

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



Staff Report

Report To: Council Meeting
From: Heather James, Planner
Date: 2020-08-13
Subject: Zoning Report 20662 Marsh Line

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 20662 Marsh Line, File No. D14 03-2020;and

That West Elgin Council consider the by-law to amend the Zoning By-law, subject to the conditions on the By-law, as presented in the By-law portion of the agenda.

Purpose:

The purpose of the Zoning By-law Amendment application is to amend the General Agricultural (A1) Zone of the Municipality of West Elgin Comprehensive Zoning By-law 2015-36 to facilitate the severance of a surplus farm dwelling. The application was submitted by the owners, Mark and Beth Schweitzer c/o Mike Miller.

The subject lands are situated on the north side of Marsh Line, in the former Township of Aldborough. The lands are legally described as Concession 9, Part of Lots C and D, in the geographic Township of Aldborough, and known municipally as 20662 Marsh Line.

County of Elgin Land Division Committee conditionally approved the associated severance application (File No. E 4/20) on May 20, 2020 and no appeals were received.

Background:

The proposed severed parcel will have an area of 1.166 ha (2.88 ac.), a frontage of 108.0 m (354.33 ft.) along the north side of Marsh Line and a depth of 108.0 m (354.33 ft.). The proposed severed parcel contains a habitable residential dwelling, two barns, shed and a grain bin and is serviced by private water well and private septic system (identified on the attached Sketches #1 and 2). The grain bin on the proposed severed parcel will be removed as a condition of the severance. The proposed severed parcel has an existing entrance on to Marsh Line.

The proposed retained parcel will have an area of 42.4 ha (104.77 ac.), a frontage of 534.8 m (1,754.59 ft.) along the north side of Marsh Line and a depth of 662.9 m (2,174.87 ft.). The proposed retained parcel is vacant with no services and is used for agricultural use (identified on the attached Sketch #2).

Agricultural and non-farm residential uses surround the subject lands. The Patterson Municipal Drain runs through the lands.

The zoning by-law amendment application was circulated to municipal staff for comment. No comments of concern were received. The application was also circulated to public agencies for comments. One comment was received from Lower Thames Valley Conservation Authority stating they have no objections to this proposal as there is no proposed development.

Financial Implications:

None.

Policies/Legislation:

Provincial Policy Statement, County of Elgin Official Plan and Municipality of West Elgin Official Plan

Consistency with the Provincial Policy Statement 2014 and conformity with the County of Elgin Official plan and the Municipality of West Elgin Official Plan were determined in the consent application.

This application is consistent with the Provincial Policy Statements 2014 and conforms to the County of Elgin Official Plan and the Municipality of West Elgin Official Plan, in particular with the requirement to rezone the severed and retained parcels.

Municipality of West Elgin Comprehensive Zoning By-law 2015-36

The subject lands are zoned General Agricultural (A1) with a portion of the proposed retained parcel subject to the South Rodney Woodlot Provincially Significant Wetland and subject to Lower Thames Valley Conservation Authority Regulated Area on Map 45 of the Municipality of West Elgin Zoning By-law No. 2015-36.

The severed parcel is proposed to be rezoned from Agricultural (A1) Zone to Restricted Agricultural (A3) Zone. The A3 Zone will permit agri-tourism, animal clinic, animal hospital, bed and breakfast establishment, dog kennel day care, day care centre, secondary farm occupation, restricted agricultural use and single unit dwelling.

The retained parcel is proposed to be rezoned from Agricultural (A1) Zone to Agricultural (A2) Zone. The A2 zone prohibits new residential use and new residential buildings and permits agricultural use, agri-tourism use, farm winery, hunting reserve, production of oil and natural gas and wildlife preserve.

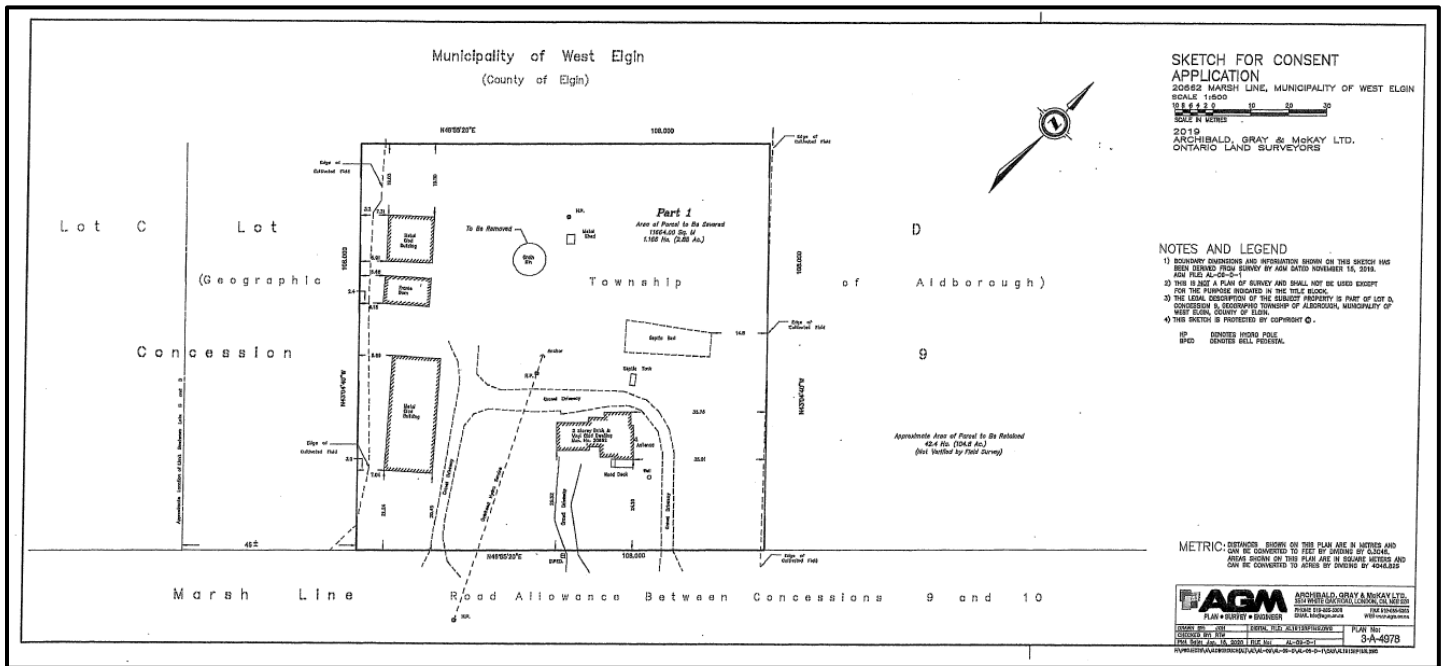
Related Documents:

County of Elgin Land Division Committee severance file no. E 4/20.

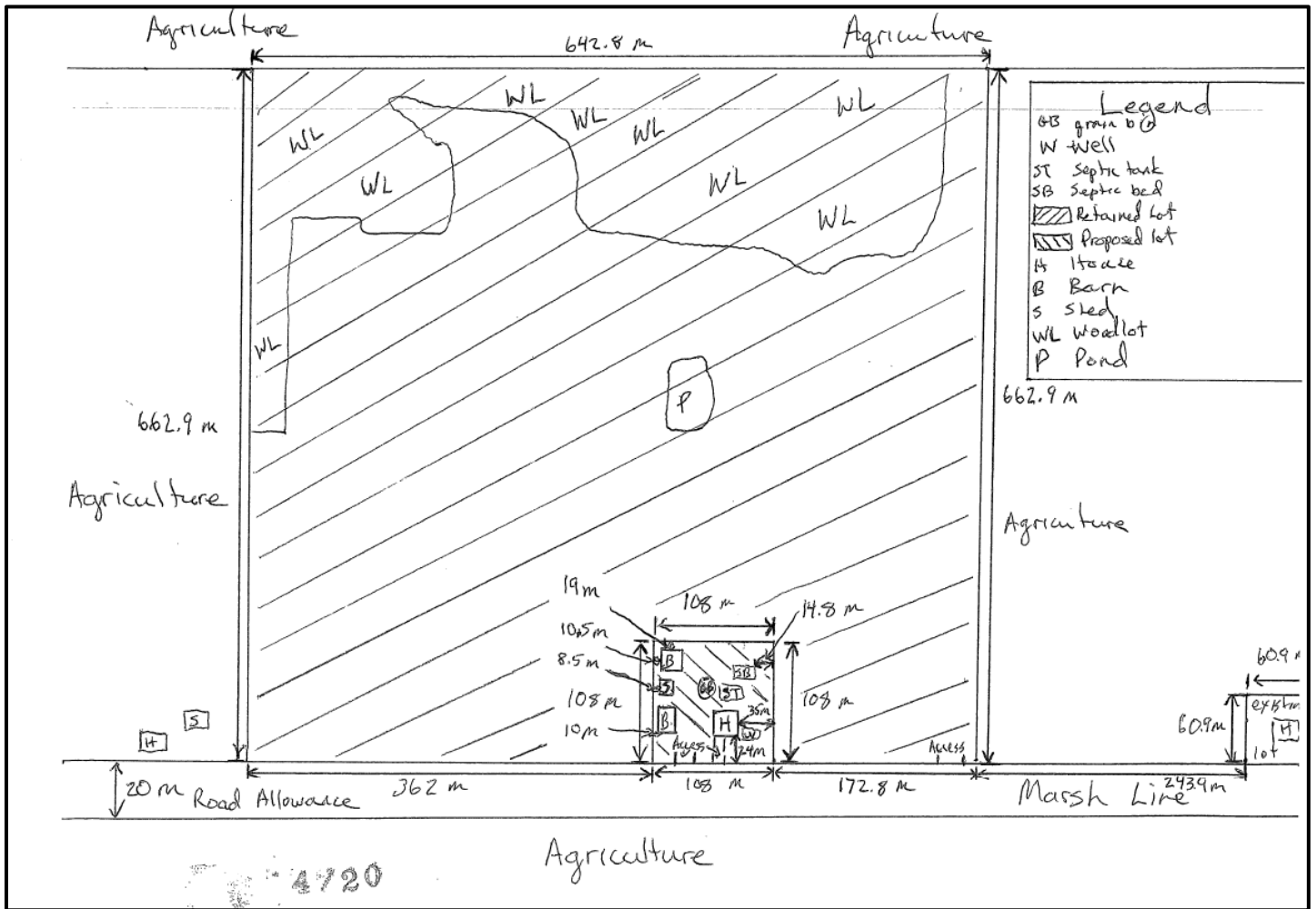
Key Map



Sketch #1



Sketch #2



Report Approval Details

Document Title:	Zoning Report 20662 Marsh Line - 2020-19-Planning.docx
Attachments:	<ul style="list-style-type: none">- By-law 2020-xx - 20662 Marsh Line.docx- 20662 Marsh Line.pdf
Final Approval Date:	Aug 11, 2020

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

Jana Nethercott



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality Of West Elgin

By-Law No. 2020-xx

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 20662 Marsh Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

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

1. That Schedule "A" Map 45 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **Agricultural (A2) Zone and Restricted Agricultural (A3)** for those lands outlined in heavy solid lines and described as A2 and A3 on Schedule "A" attached hereto and forming part of this By-law, being Concession 9, Part of Lots C and D, in the geographic Township of Aldborough, now in the Municipality of West Elgin, in the County of Elgin.
2. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Local Planning Appeal Tribunal (LPAT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 13th day of August 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Lands
to be
Zoned A2

Lands
to be
Zoned A3

MARSH LINE


This is Schedule "A" to By-law No. 2020-
passed on the 13th day of August, 2020

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 59



0 90 180

Meters





Municipality of West Elgin

Minutes

Council Meeting

July 16, 2020, 9:30 a.m.

Electronic Participation Meeting via Zoom

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, Manager of Operations & Community Services
J. Morgan-Beunen, Chief Building Official
H. James, Planner
Jamie Simpson, Health & Safety Coordinator
Jeff McArthur, Fire Chief

Also Present: Christene Scrimgeour, Auditor

Due to the COVID-19 Pandemic and Emergency Orders Issued by the Province of Ontario under the *Emergency Management & Civil Protection Act*, prohibiting gathering of more than 10 people, this meeting was held electronically.

1. Call to Order

Mayor Duncan McPhail called the meeting to order at 9:32 a.m.

2. Adoption of Agenda

Resolution No. 2020-214

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby adopts the Agenda as presented.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

3. Disclosure of Pecuniary Interest

No disclosures

4. Adoption of Minutes

Resolution No. 2020-215

Moved: Councillor Tellier

Seconded: Councillor Cammaert

That the Minutes of the Council meeting on June 25, 2020 be adopted as circulated and printed.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

5. Business Arising from Minutes

None.

6. Introduction of New Fire Chief

Mayor introduced Fire Chief Jeff McArthur. Chief McArthur thanked Council for his welcome.

7. Delegations

7.1 C. Scrimgeour - Audited 2019 Financial Statements & Letter of Independence

Resolution No. 2020-216

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council hereby approves the 2019 Audited Financial Statements, as presented by Christine Scimgeour, Auditor.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

8. Staff Reports

8.1 Building

8.1.1 J. Morgan-Beunen, CBO - Building Activity Report June 2020

Resolution No. 2020-217

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, CBO re: Building Permit Report for June 2020 for information purposes.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

8.2 Health and Safety Committee

8.2.1 J. Simpson, Health & Safety Coordinator - 2020 Second Quarter Update

Health and Safety Coordinator will be meeting with Fire Chief.

Resolution No. 2020-218

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from the joint Health and Safety Committee re: 2020 Second Quarter Update for information purposes.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

8.3 Planning

8.3.1 H. James, Planner - West Elgin Official Plan Update Preliminary Review

Resolution No. 2020-219

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Heather James regarding the West Elgin Official Plan update preliminary review; and,

That West Elgin Council hereby authorizes staff to proceed with request for proposals to update the Official Plan and to commence the update at the same time as the update to the County of Elgin Official Plan.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

8.4 Operations & Community Services

8.4.1 L. Gosnell, Manager of Operations & Community Services - Monthly Report

Resolution No. 2020-220

Moved: Councillor Tellier

Seconded: Councillor Cammaert

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

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

8.5 Clerk

8.5.1 J. Nethercott, Clerk - ATV Legislation Updates

Resolution No. 2020-221

Moved: Councillor Cammaert

Seconded: Councillor Rowe

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: ATV Legislation Updates; for information purposes.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

8.6 Finance/Administration

8.6.1 M. Badura, CAO/Treasurer - WWTP 20-Year Capital Plan

Resolution No. 2020-222

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura CAO/Treasurer re: Rodney WWTP 20-Year Capital Plan; and

That West Elgin Council hereby approves transfer from the Rodney Sewage Reserve to pay for the invoice no. INV00000002441 in the amount of \$34,015.00, which is over the budgeted amount.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

9. Committee and Board Report

9.1 Elgin County Council

9.2 West Elgin Community Centre Board of Management

9.3 Four Counties Transit Board

9.3.3 Resumption of Transit Services

Resolution No. 2020-223

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby approves the recommendation of the Four Counties Transit Committee that the Four Counties Transit Service resume services as of August 3, 2020.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

9.4 Tri-County Water Board of Management

10. Accounts

Resolution No. 2020-224

Moved: Deputy Mayor Leatham

Seconded: Councillor Rowe

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #7 amounting to \$2,175,341.45 in settlement of General, Road, Water and Arena Accounts (including EFT#2772-2812 Cheque# 25371-25374, online Payments# 462-471 and Payroll PP13/14).

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

11. Other Business

11.1 Statements/Inquires by Councillors

Councillor Tellier reported that there have been requests to replace the bench on Furnival Road in Rodney in front of Marg's Variety. This is not a Municipal Bench; however they want to ensure that the benches are uniform. Manager of Operations & Community Services will look into this for after the redevelopment of Furnival Road in 2021.

Councillor Cammaert reported that on July 22 at 1 pm West Elgin Community Health Centre will be raising the rainbow flag. Mayor McPhail going to be there and issuing a proclamation.

Councillor Cammaert reported that she has heard from multiple residents about concerns of speeding through West Lorne and residents would like to inquire if the Municipality could install a speed detector similar to those at the edge of Glencoe. Manager of Operations & Community Services will report back to Council on the cost of this.

Deputy Mayor Leatham announced that the Town Crier has provided 2 free cries for community groups in West Elgin as part of his Canada Day Town cry.

12. Correspondence

12.2 Elgin County Council - WOWC Appeals for Equitable Broadband Funding

Direction to staff to draft letter of support for this issue.

11. Other Business

11.2 Notice of Motion

None.

Council Recessed at 10:46 a.m. to reconvene at 11:00 a.m.

11.3 Matters of Urgency

11.3.1 Upcoming Council Meetings

Clerk requested direction on the August 13, 2020 Meeting. Council directed that the meeting is to be in person with the increased numbers allowed at the West Elgin Recreation Centre and to move forward with resumption of Advisory Committee Meetings.

12. Correspondence

12.4 T. Bradshaw - Request to Reduce Fees

Resolution No. 2020-225

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby reduce the rental fee of the Dance Hall at Port Glasgow Trailer Park from \$25.00 to \$10.00 for Yoga for 2020.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

13. By-Laws

13.1 By-Law 2020-48 - Appoint Jeff McArthur Fire Chief

Resolution No. 2020-226

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That By-law 2020-48, being a by-law to appoint a Fire Chief for the West Elgin Fire Department, be read a first, second and third and final time.

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

Abstain (1): Councillor Cammaert

Carried (4 to 0)

13.2 By-Law 2020-49 - Appoint Al Beer Deputy Fire Chief

Resolution No. 2020-227

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2020-49, being a by-law to appoint a Deputy Fire Chief for the West Elgin Fire Department, be read a first, second and third and final time.

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

Abstain (1): Councillor Cammaert

Carried (4 to 0)

13.3 By-law 2020-50 - Shared Services Agreement for Fire Chief

Resolution No. 2020-227

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That By-law 2020-50, being a by-law to authorize the execution of an agreement between The Corporation of the Township of Southwold and The Corporation of the Municipality of West Elgin for the services of Fire Chief, be read a first, second and third and final time.

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

Abstain (1): Councillor Cammaert

Carried (4 to 0)

13.4 By-Law 2020-51 - Agreement to Release and Indemnify

Resolution No. 2020-229

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That By-law 2020-51, being a by-law to authorize the execution of an agreement between The Corporation of the County of Elgin and The Corporation of the Municipality of West Elgin for release and indemnification, be read a first, second and third and final time.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier,
Councillor Cammaert, and Councillor Rowe
Carried (5 to 0)

14. Closed Session

Resolution No. 2020-230

Moved: Councillor Tellier

Seconded: Councillor Rowe

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 11:24 a.m. under section 239(2)(b)&(e) of the Municipal Act, consideration will be given to personal matters about identifiable individual(s) including municipal or local board employee(s) and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

15. Report from Closed Session

Mayor McPhail reported out at 11:56 a.m., that consideration was given to items related to personal matters about identifiable individual(s) including municipal or local board employee(s) and litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board and that staff direction was provided regarding these.

16. Confirming By-Law

Resolution No. 2020-231

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2020-52, being a by-law to confirm the proceeding of Council on July 16, 2020, be read a first, second and third and final time.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

17. Adjournment

Resolution No. 2020-232

Moved: Councillor Tellier

Seconded: Councillor Rowe


That the Council of the Municipality of West Elgin hereby adjourn at 11:58 a.m. to meet again at 9:30 a.m. on August 13, 2020 or at the call of the Chair.

For (5): Mayor McPhail, Deputy Mayor Leatham, Councillor Tellier, Councillor Cammaert, and Councillor Rowe

Carried (5 to 0)

Duncan McPhail, Mayor

Jana Nethercott, Clerk



West Elgin Distribution System Operations Report Second Quarter 2020

Submitted by:
Ontario Clean Water Agency
Date: August 6, 2020

West Elgin Distribution System

Facility Description

Facility Name: West Elgin Distribution System

Regional Manager: Dale LeBritton (519) 476-5898

Sr. Operations Manager: Sam Smith (226) 377-1540

Business Development Manager: Susan Budden (519) 318-3271

Facility Type: Municipal

Classification: Class 1 Water Distribution

Drinking Water System Category: Large Municipal Residential

Title Holder: Municipality

Service Information

Area(s) Served: The West Elgin Distribution System receives water from the Tri-County Drinking Water System and services the communities of West Lorne, Rodney, Eagle, New Glasgow and Rural areas within the municipality.

Operational Description:

In addition to the watermains, valves, auto flushers, sample stations and fire hydrants, the West Elgin Distribution System has a water storage facility. The system is controlled at the Tri-County Water Treatment Plant by the SCADA system.

The Rodney Tower in conjunction with the West Lorne Standpipe (a part of the Tri-County Drinking Water System) provides water pressure to the distribution system. The highlift pumps at the Tri-County Water Treatment Plant start when the West Lorne Standpipe reaches the start set point and will continue to fill till the stop set point. Based on the elevations in the system, the Rodney Tower will only begin filling once the West Lorne Standpipe is full. There are four chambers located at Pioneer Line, Marsh Line, Silver Clay and Talbot Line West of Graham that control the flow to Rodney. These chambers contain automated valves so that when the Rodney Tower reaches the start set point the valves open up to allow water to be fed from the West Lorne distribution system. The highlift pumps stop set point of the West Lorne Standpipe will be overridden if the Rodney Tower has not reached its stop set point, and therefore will continue to run to fill up the Rodney Tower.

Key information on the Rodney Tower:

- Single fill/draw 300mm diameter pipe
- Constructed in 1994 by Landmark
- Volume of 1,200m³
- Base elevation: 210.8m; Storage elevations: 238.9m to 250.6m; therefore resulting water pressure 276-386kPa (40-56psi)
- Located at 192 Victoria Street in Rodney

West Elgin Distribution System

Facility Name: West Elgin Distribution System

ORG#: 1266

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

There were no compliance or exceedance issues reported for the first quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER:

On January 21st, 2020 a routine MECP inspection took place by Angela Stroyberg. A rating of 100 % was received with a few recommended actions.

- 1- A bylaw or policy in place limiting access to hydrants.
- 2- Replace the air vent on the drain at the tower.
- 3- Insure abnormal conditions are recorded in the logbook. (ie. Communication fault with water plant)

SECOND QUARTER:

There were no compliance or exceedance issues reported for the second quarter.

SECTION 3: QEMS UPDATE

FIRST QUARTER:

There have been no updates to QEMS at this time.

SECOND QUARTER:

An internal audit was completed April 24th by Cindy Sigurdson. 1 non-conformance and 25 Opportunities for Improvement were found.

On June 4th the management review took place.

The operational plan was also updated as per the internal Audit.

SECTION 4: PERFORMANCE ASSESSMENT REPORT

All sampling and testing have met O. Reg. 170/03 requirements. The limit for Total Coliform and E. coli is zero, heterotrophic plate count (HPC) doesn't have a limit. This is an operational guide to initiate an action plan if results are continuously high in an area. Samples are taken at four different locations throughout the distribution system each week, see results below.

	# Samples	Total Coliform Range (cfu/100mL)	E. coli Range (cfu/100mL)	# Samples	HPC (cfu/100mL)
January	16	0 - 0	0 - 0	8	<10 – 20
February	16	0 - 0	0 - 0	8	<10 – <10

West Elgin Distribution System

March	20	0 - 0	0 - 0	10	<10 – <10
April	16	0 - 0	0 - 0	8	<10 – <10
May	16	0 - 0	0 - 0	8	<10 – <10
June	23	0 - 0	0 - 0	11	<10 – 30
July					
August					
September					
October					
November					
December					

Trihalomethanes are sampled on a quarterly basis. The table below shows the current running average in 2020. The annual average in 2019 was 55 µg/L, therefore the current running average has decreased 2.3% when compared to the annual average in 2019.

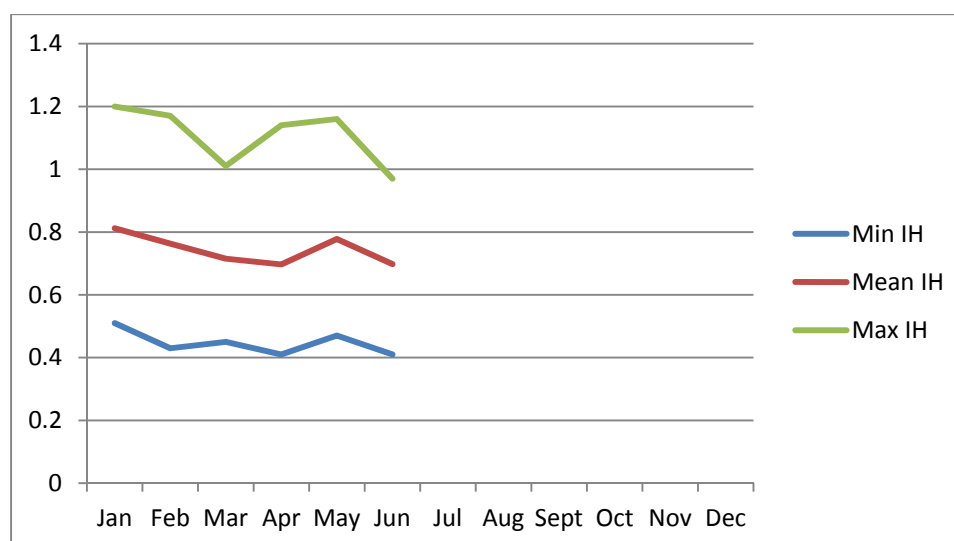
	Limit (µg/L)	THM Result (µg/L)
January 2020	-	48
April 2020	-	40
July 2019	-	47
October 2019	-	80
Running Average	100	53.75

Haloacetic Acids (HAAs) are now required to be sampled on a quarterly basis in accordance with O. Reg. 170/03. The table below shows the running average so far in 2020. The annual average in 2019 was 24.78 µg/L, therefore the current running average has decreased 5% when compared to the annual average in 2019.

	Limit (µg/L)	HAA Result (µg/L)
January 2020	-	23.9
April 2020	-	19.9
July 2019	-	18.5
October 2019	-	31.8
Running Average	80	23.53

The Rodney Tower continuously monitors the free chlorine residual of the water. The results fluctuate based on fill cycles. During the winter months the results are usually very good, however, once there is warmer weather the chlorine residuals dissipate. In spring of 2018 the Rodney tower installed a re-chlorination facility. Chlorine residuals are taken throughout the distribution system in accordance to O. Reg. 170/03 requirements. The graph below provides the minimum, maximum and average chlorine residuals throughout the distribution system in 2019.

West Elgin Distribution System



SECTION 5: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

Due to the COVID-19 pandemic, which has been brought to the attention of all OCWA staff; precautionary protection measures have been implemented at all facilities. In addition to the mandatory PPE worn by all operational staff, the following additional steps were taken to assure safety:

- Additional PPE and supplies were sourced as applicable.
- The frequency of facility and vehicle cleaning and surface disinfection was increased and documented
- Staff re-organization was implemented to meet social distancing requirements where applicable.
- Facility access to essential contractors and/or delivery personnel is closely monitored.

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

SECOND QUARTER:

The Covid-19 precautions still continue to ensure the protection of all staff and the public.

SECTION 6: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY:

Rodney tower rounds are performed every Monday, Wednesday and Friday which includes verifying residuals and tower levels, ensuring chlorine day tank has adequate dosing supply and general maintenance of the tower.

- 2: Monthly meter readings collected and recorded.
- 6: Quarterly samples for THM and HAAs collected.
- 15: Calibrated AIT-2 at Rodney Tower.
- 31: Autoflusher residuals measured every Friday for the month, run times also reviewed .

West Elgin Distribution System

FEBRUARY:

Rodney tower rounds are preformed every Monday, Wednesday and Friday which includes verifying residuals and tower levels, ensuring chlorine day tank has adequate dosing supply and general maintenance of the tower.

03: Schedule 15.1 samples for Lead, Alkalinity and pH collected.

03: New service line at 26661 Silver Clay line, flushed and took non reportable bacti sample

03: Suspected service leak at 7 Todd Place; unable to locate leak, backfilled with gravel as per Municipal Staff.

04: Monthly meter readings collected and recorded.

05: Service repair at 7 Todd Place.

28: Autoflusher residuals measured every Friday for the month, run times also reviewed.

MARCH:

Rodney tower rounds are preformed every Monday, Wednesday and Friday which includes verifying residuals and tower levels, ensuring chlorine day tank has adequate dosing supply and general maintenance of the tower.

03: Monthly meter readings collected and recorded.

03: Turned on service at 26496 Silver Clay.

04: PVR placed on hydrant 11 at Dunborough and Highway 3 for the day in order for work to be performed at the Wallacetown tower.

09: Western Fire Equipment on site for fire flow testing in Rodney; hydrants 167 and 177 were used for the work.

09: Chlorine injector at Rodney tower was cleaned.

10: Service leak at 5 Todd Place in West Lorne. Replaced from curb stop to tapping saddle.

11: Opened valve at corner of Forest Line and Colley Road to allow for water to be distributed down Forest Line to hydrant at 23454 Forest Line.

13: Leak on chlorine board at Rodney Tower fixed.

17: Pumped out chamber at Pioneer Line and Wellington.

27: Autoflusher residuals measured every Friday for the month, run times also reviewed.

SECOND QUARTER:

APRIL

Rodney tower rounds are preformed every Monday, Wednesday and Friday which includes verifying residuals and tower levels, ensuring chlorine day tank has adequate dosing supply and general maintenance of the tower.

01: Monthly meter readings collected and recorded.

06: Quarterly samples for THM and HAAs collected.

08: On site at 29392 Pioneer Line for suspected water main break. Once dug up no leak was found but excessive water from drainage tile was leaking. It is suspected that the tile is plugged downstream.

20: Started spring hydrant flushing.

24: Autoflusher residuals measured every Friday for the month, run times reviewed.

West Elgin Distribution System

MAY

Rodney tower rounds are performed every Monday, Wednesday and Friday which includes verifying residuals and tower levels, ensuring chlorine day tank has adequate dosing supply and general maintenance of the tower.

- 01: Completed spring hydrant flushing.
- 05: Monthly meter readings collected and recorded.
- 12: Started valve turning – ongoing for the month.
- 27: Monthly blow-offs and sample station residuals measured and reviewed.
- 29: Autoflusher residuals measured every Friday for the month, run times reviewed.
- 29: Monthly hydrant maintenance checks performed and ongoing.

JUNE

Rodney tower rounds are performed every Monday, Wednesday and Friday which includes verifying residuals and tower levels, ensuring chlorine day tank has adequate dosing supply and general maintenance of the tower.

- 01: On site at 9811 Graham Road; drilling company hit service line. Municipality pinched line and installed new curb stop. Everything was disinfected with 12% NaOCl. Line beside house was flushed for 15 minutes after repair.
- 02: Monthly meter readings collected and recorded.
- 11: Chamber inspections completed.
- 17: On site on Gray Line for main break; water main hit by drainage company. Repairs disinfected with 12%NaOCl, blow-off at 24067 Gray Line downstream. Line was flushed for approximately 25 minutes and bacti sample was collected.
- 18: Collected second bacti sample from water main break.
- 23: Collected bacti sample from hydrant #123; corner of Graham and Crinan as per Sam Smith.
- 26: Autoflusher residuals measured every Friday for the month, run times reviewed and adjusted.
- 30: Valve turning ongoing for the month.
- 30: Monthly blow-offs and sample station residuals measured and reviewed.
- 30: Monthly hydrant maintenance checks performed and ongoing.

SECTION 7: ALARM SUMMARY

FIRST QUARTER:

JANUARY:

No alarms this month.

FEBRUARY:

No alarms this month.

MARCH:

West Elgin Distribution System

- 07: Operator received call for water shutoff at 26492 Talbot Line. Upon arrival, the plumber was leaving residence and informed operator that the water had been shut off and back on and repairs to the house had been completed.
- 16: Operator received call for Rodney tower chlorine alarm. Arrived at the TC WTP at 00:10 and reviewed Rodney tower trends. Chlorine analyzer AIT-1 had chlorine levels above the high alarm (2.10ppm for 600 seconds) from 11:18 to 11:30, with a max spike of 2.95ppm. The chlorine level spike started after tower flow was reduced. Rodney tower chlorine stabilized around 1.0ppm.

SECOND QUARTER:

APRIL

- 04: Operator received call from Senior Operations Manager about leaking groundwater at 27392 Pioneer Line. Operator arrived at residence and spoke with Sam Smith about leak; decision was to fix on Monday.
- 12: Operator received call from spectrum for Rodney tower chlorine alarm. Logged onto SCADA and observed nothing in alarm; trended and found a spike to a max of 2.43ppm.

MAY

- 24: Operator received call from resident at 272 Chestnut Street about low water pressure from hot water; cold water pressure was normal. Operator informed resident the issue was probably due to a plumbing issue and to call a plumber for assistance.

JUNE

No alarms to report this month.

SECTION 8: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

There were no complaints or concerns to report this quarter.

SECOND QUARTER:

MAY

- 24: Operator received call from resident at 272 Chestnut Street about low water pressure from hot water; cold water pressure was normal. Operator informed resident the issue was probably due to a plumbing issue and to call a plumber for assistance. (SAME AS ABOVE)



West Lorne Wastewater Treatment Plant & Collection System

Facility Information:

Facility Name: West Lorne Wastewater Treatment Plant & Collection System
Facility Type: Municipal
Classification: Class 2 Wastewater Collection, Class 2 Wastewater Treatment

Operational Description:

The village of West Lorne is served by an extended aeration Wastewater Treatment Plant, comprised of aeration, clarification, filtration, disinfection and sludge disposal. Also included is the collection system with one pumping station and a sanitary sewer system. The operations are in accordance to ECA # 3-0442-90-938, which covers the entire plant including the pumping stations.

The collection system consists of sewers and one submersible pumping station. The treatment facility main elements are an extended aeration process designed for combined carbon removal and nitrification. The discharge of secondary clarifier: effluent is filtered and disinfected with ultraviolet light before being reaerated and discharged to the Zoller Drain and then Brocks Creek. The waste activated sludge is discharged to a lagoon for storage. Dual-point chemical addition alum: is used for phosphorus removal. Sodium hydroxide is added for control of alkalinity.

Service Information

Areas Served: Village of West Lorne

Design Capacity:

Total Design Capacity: 900 m³/day
Total Annual Flow (2017 Data): 181,074 m³/year
Average Day Flow (2017 Data): 496 m³/day
Maximum Day Flow (2017 Data): 1,512 m³/day

Treatment Process Features:

Effluent Receiver: Zoller Drain to Brocks Creek to Lake Erie
Major Process: Extended aeration
Phosphorus Removal: Continuous, Alum addition
Additional Treatment: Effluent filtration
Discharge Mode: Continuous discharge
Effluent Disinfection Practice: UV Disinfection
Sludge Stabilization: Lagoon storage

Contacts:

Regional Manager: Dale LeBritton 519-476-5898
Sr. Operations Manager: Sam Smith 226-377-1540
Business Development Manager: Susan Budden 519-318-3271

West Lorne Wastewater Treatment Plant & Collection System

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

Monthly average TSS was exceeded in January. Due to high flows, daily sampling was needed as per the ECA. High TSS was experienced during high flows. When flows returned to normal the TSS was also within the ECA limit. The RV Anderson reviewed sand filter performance and adjustments were made.

SECOND QUARTER:

There were no non-compliances reported for the second quarter.

SECTION 2: INSPECTIONS

FIRST QUARTER:

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

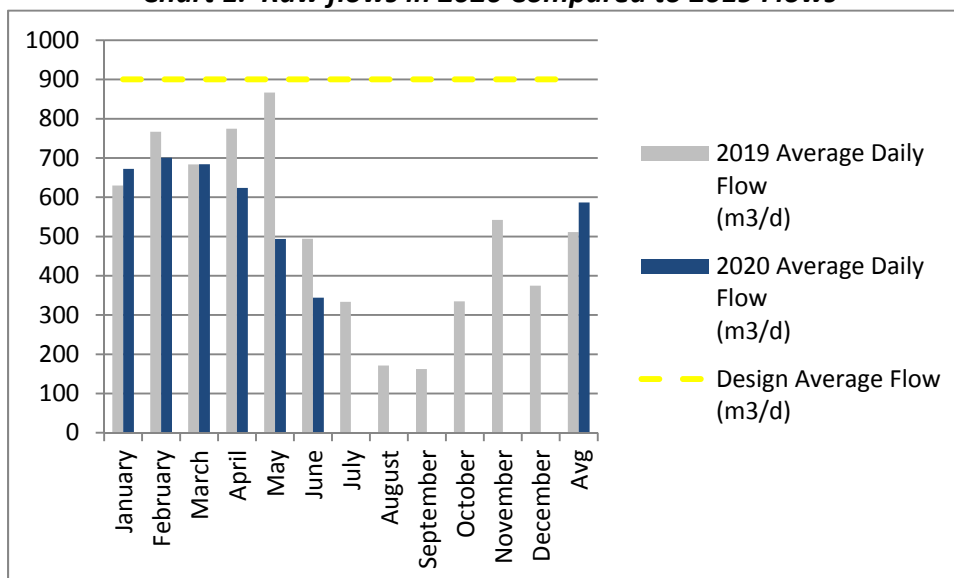
SECOND QUARTER:

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

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily raw flow for the wastewater treatment plant in 2020 is 586.49 m³/d. The average daily flow in 2019 was 511.26 m³/d, therefore the flow for 2020 is up 14.7% when compared to 2019. The plant is currently at 65 % of its rated capacity of 900m³/d.

Chart 1. Raw flows in 2020 Compared to 2019 Flows



Raw samples are taken on a biweekly basis following the ECA requirements. The table below shows the raw sample results for 2020 so far.

West Lorne Wastewater Treatment Plant & Collection System

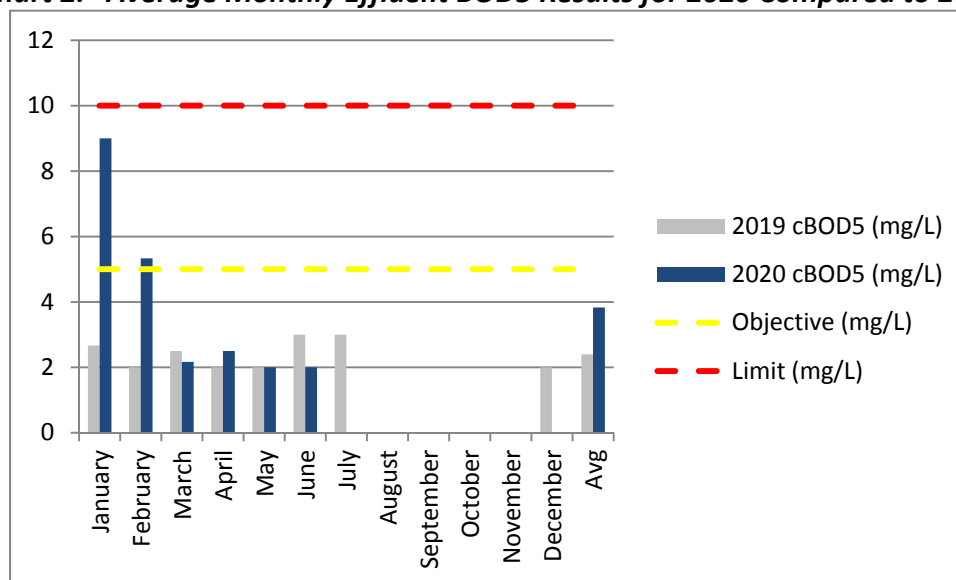
Table 1. Raw Water Sample Results for 2020.

	BOD5 (mg/L)	TKN (mg/L)	TP (mg/L)	TSS (mg/L)	Alkalinity (mg/L)
January Results	82	21.35	2.015	83.5	183.5
February Results	45.5	14.7	1.5	54.5	252
March Results	54.5	17.55	1.465	65	290.75
April Results	70	19.9	1.885	79	255.6
May Results	22.5	7.35	0.65	29.5	267
June Results	130.5	41.25	3.815	143	243.75
July Results					
August Results					
September Results					
October Results					
November Results					
December Results					
Annual Average	67.5	20.35	1.888	75.75	249.04

The effluent is sampled on a bi-weekly basis following the requirements of the ECA.

The average effluent cBOD5 for 2020 is 3.8 mg/L, meeting the limits identified in the ECA. The effluent objective was exceeded in January and February due to high flows and filter performance from the December commissioning. The annual average result for BOD5 in 2019 was 2.4mg/L, therefore the results for 2020 are up by 60% when compared to 2019 (refer to Chart 2).

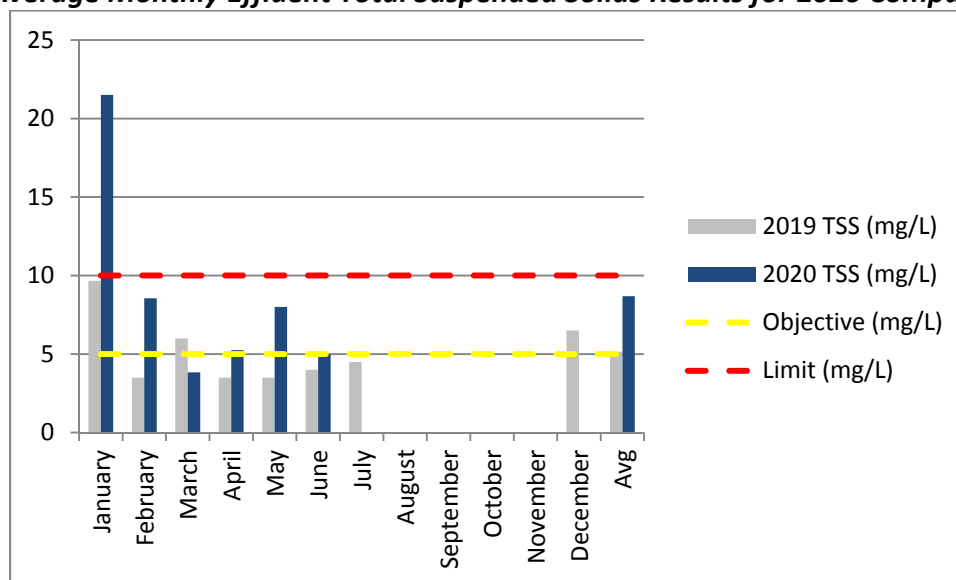
Chart 2. Average Monthly Effluent BOD5 Results for 2020 Compared to 2019



West Lorne Wastewater Treatment Plant & Collection System

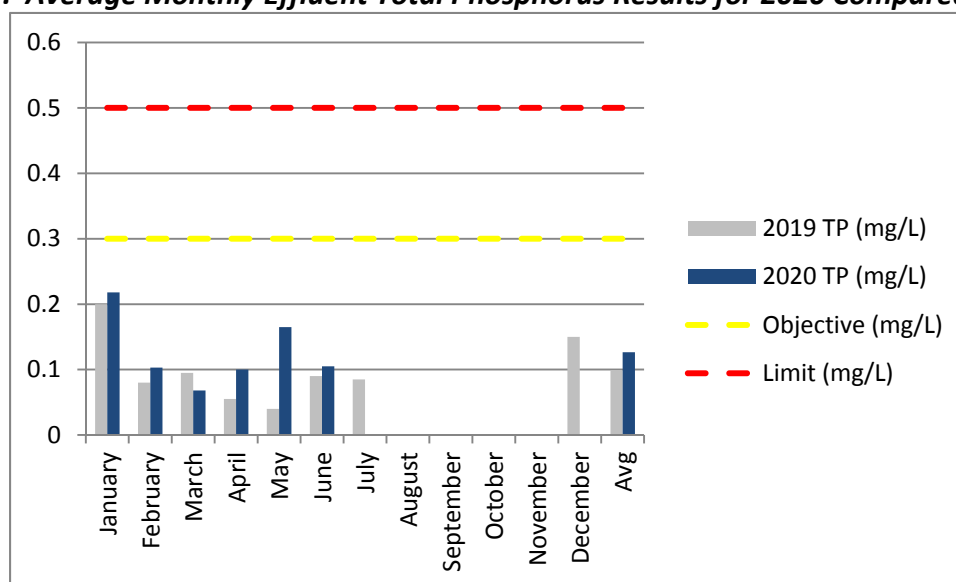
The average effluent TSS for 2020 is 8.7mg/L, exceeding effluent limits identified in the ECA in January as discussed in the compliance section, and exceeding the effluent objective in January and March due to high flows and filter performance. The annual average result for TSS in 2019 was 5.1mg/L; therefore the results for 2020 are up by 69% when compared to 2019 (refer to Chart 3).

Chart 3. Average Monthly Effluent Total Suspended Solids Results for 2020 Compared to 2019



The average effluent TP for 2020 is 0.13 mg/L, meeting effluent limits and objectives identified in the ECA. The annual average result for TP in 2019 was 0.10mg/L, therefore the results for 2020 is up 27% when compared to 2019 (refer to Chart 4).

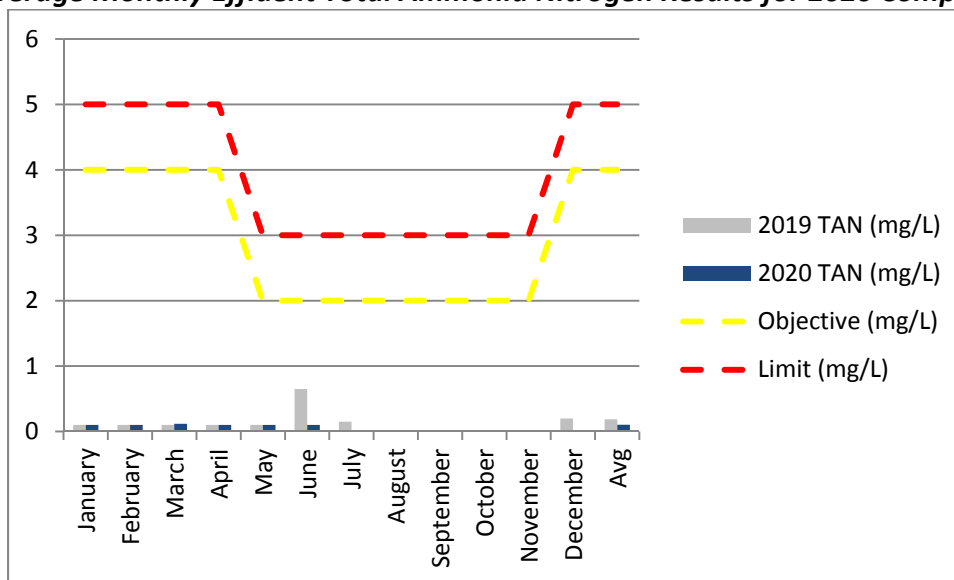
Chart 4. Average Monthly Effluent Total Phosphorus Results for 2020 Compared to 2019



West Lorne Wastewater Treatment Plant & Collection System

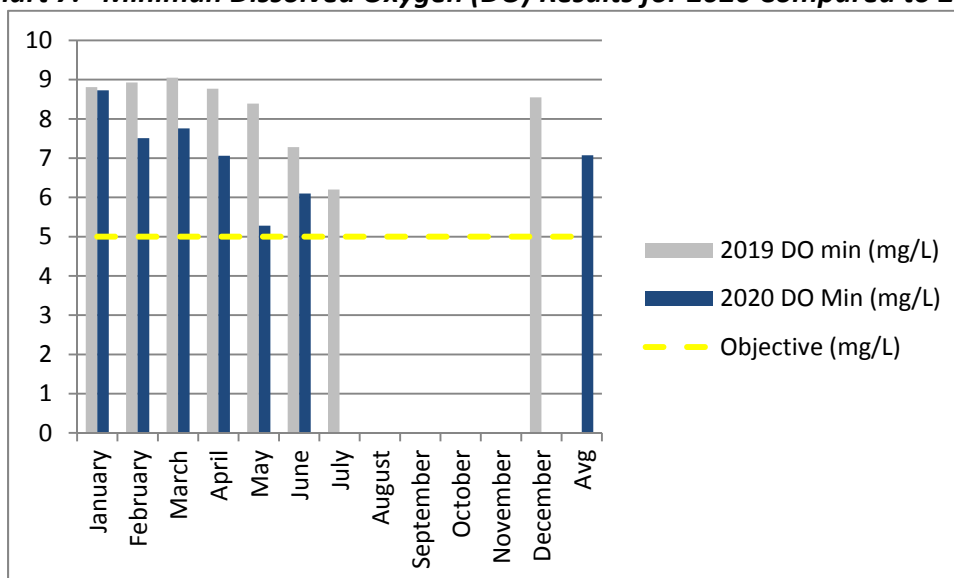
The average effluent TAN for 2020 is 0.10mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2019 was 0.19mg/L, therefore the results for 2020 are down 45% compared to 2019 (refer to Chart 5).

Chart 5. Average Monthly Effluent Total Ammonia Nitrogen Results for 2020 Compared to 2019



Dissolved oxygen (DO) of the effluent is tested on site at the plant, the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (chart 7) shows the minimum DO concentrations; there have been no objective exceedances.

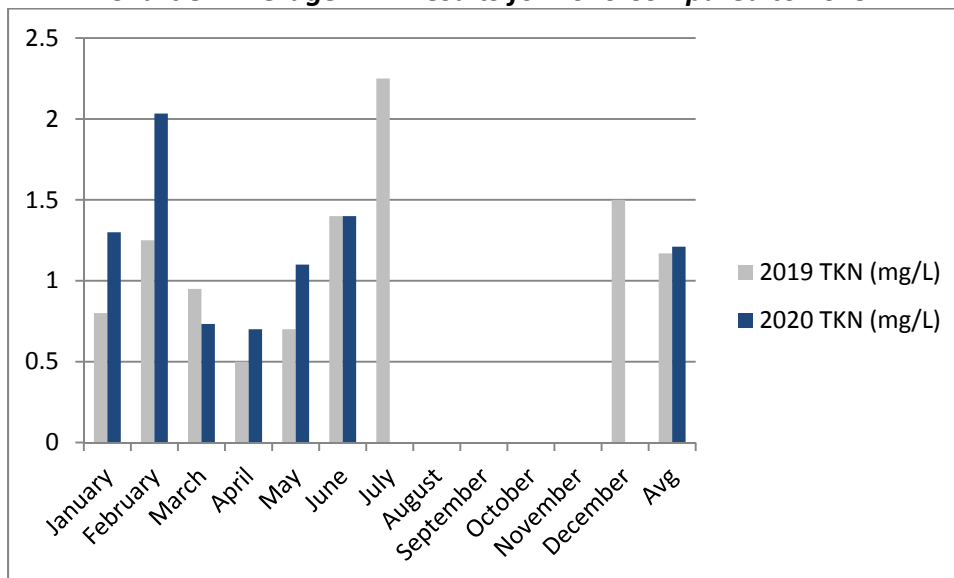
Chart 7. Minimum Dissolved Oxygen (DO) Results for 2020 Compared to 2019



West Lorne Wastewater Treatment Plant & Collection System

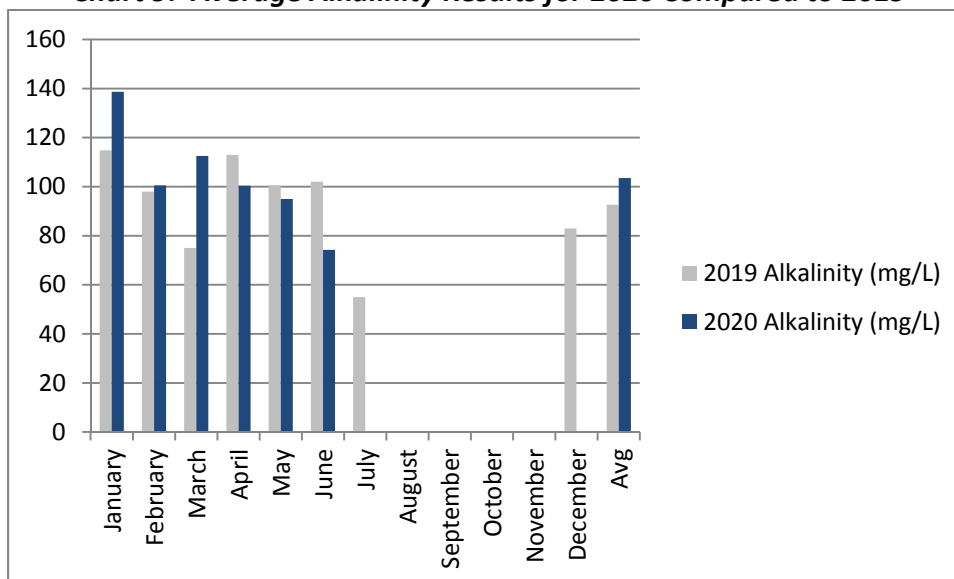
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2020 is 1.21mg/L. The annual average result for TKN in 2019 was 1.17mg/L, therefore the results for 2020 are up by 3.6% when compared to 2019 (refer to Chart 8).

Chart 8. Average TKN Results for 2020 Compared to 2019



Alkalinity is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2020 is 104mg/L. The annual average result for alkalinity in 2019 was 93mg/L, therefore the results for 2020 are up by 12% when compared to 2019 (refer to Chart 9).

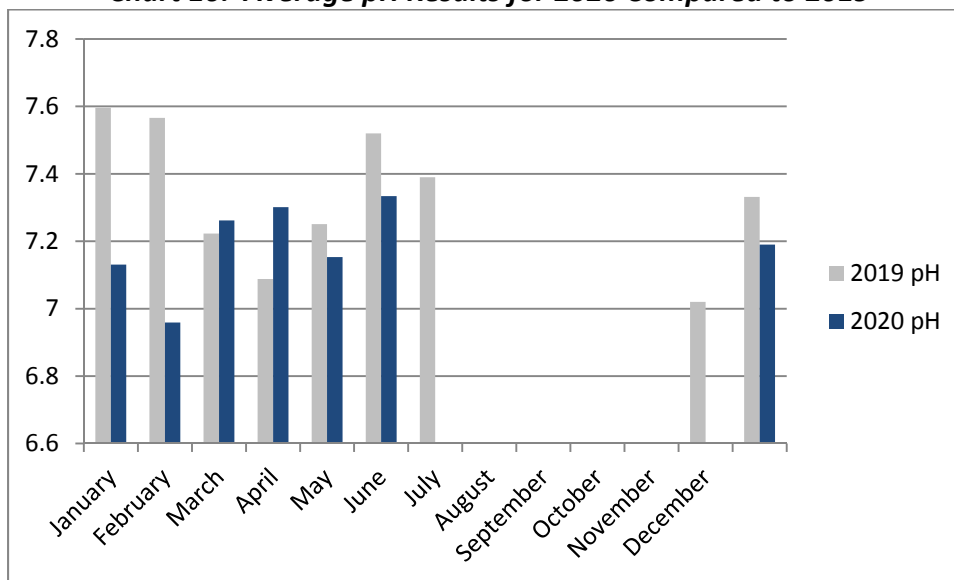
Chart 9. Average Alkalinity Results for 2020 Compared to 2019



West Lorne Wastewater Treatment Plant & Collection System

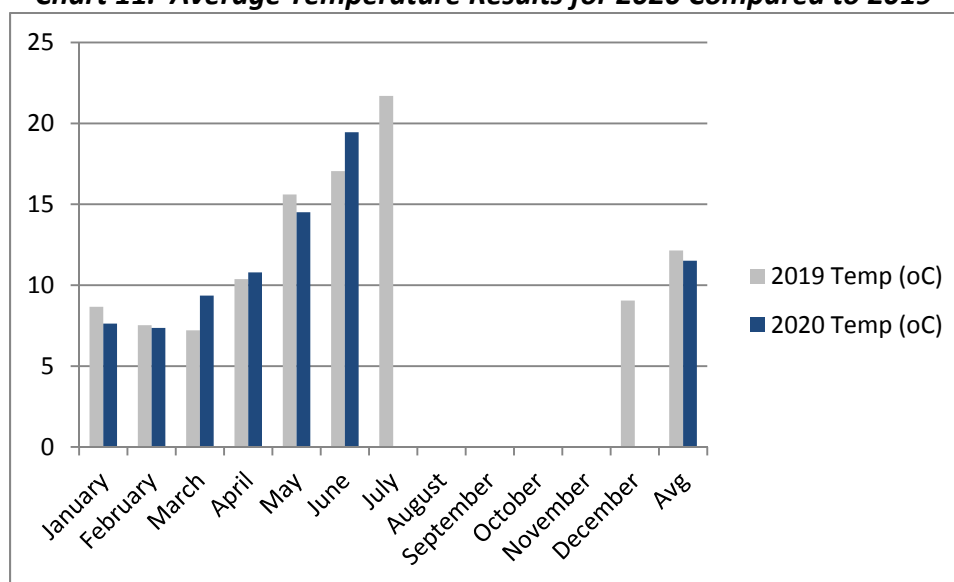
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2020 is 7.19. The annual average result for pH in 2019 was 7.33, therefore the results for 2020 are down by 2% when compared to 2019 (refer to Chart 10).

Chart 10. Average pH Results for 2020 Compared to 2019



Temperature is measured at least biweekly in accordance with ECA requirements; there are not any objectives or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2020 is 11.5°C. The annual average temperature in 2019 was 12.2°C, therefore the results for 2020 are down by 5.2% when compared to 2019 (refer to Chart 11).

Chart 11. Average Temperature Results for 2020 Compared to 2019



West Lorne Wastewater Treatment Plant & Collection System

SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

Due to the COVID-19 pandemic, which has been brought to the attention of all OCWA staff; precautionary protection measures have been implemented at all facilities. In addition to the mandatory PPE worn by all operational staff, the following additional steps were taken to assure safety:

- Additional PPE and supplies were sourced as applicable.
- The frequency of facility and vehicle cleaning and surface disinfection was increased and documented
- Staff re-organization was implemented to meet social distancing requirements where applicable.
- Facility accesses to essential contractors and/or delivery personal are closely monitored.

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

SECOND QUARTER:

The Covid-19 precaution's still continue to ensure the protection of all staff and the public.

SECTION 5: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY:

* Facility upgrades still in progress.

08: Operators received training on new VFD drives from Rockwell.

08: Flow diverted to lagoon due to leak at plant. Operator initially thought it was raw sewage. MECF contacted for spill, but later discovered water pipe leak.

08: Gerber Electric on site at pump station testing amperage on P100; loose wiring tightened.

09: Pulled P100 at pump station; found it was clogged with rags. Pulled P102 at pump station; plugged with nylon rope.

10: Water leak at plant repaired; flow diverted from lagoon back to plant.

21: New sump pump installed in filter building.

27 to 31: High flow; additional sampling performed as per ECA.

FEBRUARY:

* Facility upgrades still in progress.

03: High flow. Additional sampling performed as per ECA.

06: Pre and post filter samples shipped to contract lab for TSS analysis.

07: Pre and post filter samples shipped to contract lab for TSS analysis.

10: Pre and post filter samples shipped to contract lab for TSS analysis.

13: Kone Cranes on site to inspect lifting devices for annual inspection

14: Service tech from NCA Air Compressors on site to inspect filter building air compressor.

19: New backwash pumps installed in the filter building.

21: New backwash pumps commissioned.

21: Grit chamber valve troubleshooting performed by contractor (Glover Hill).

West Lorne Wastewater Treatment Plant & Collection System

MARCH:

- 03: Completed generator run test
- 04: High flow samples taken for ECA
- 05: High flow samples taken for ECA
- 17: Flowmetrix on site for calibration
- 31: Replaced fuse on pump 3 that was burnt out, causing the issue from call out.

SECOND QUARTER:

APRIL

- 03: T&T power on site to rewire UV lights as the circuit was used temporarily for sump pump. UV system was started for the season
- 09: Filters and back wash pumps rotated.
- 20: Gerber Electric on site to replace GFCI plug for UV system.

MAY

- 07: Hetek on site to calibrate gas monitors in grit room.
- 12: T&T Power on site for warranty work related to call out on May 9th.
- 13: T&T power on site; SCADA programmer able to make blower operational again, operators filled out forms for all new assets and supplied to Sr. Ops Manager to submit and be entered into Maximo database.
- 15: New battery replaced in verbatim alarm dialer.
- 27: K&L on site to complete deficiency list. T&T power back on site to complete warranty work on blowers.
- 28: Bell Canada on site to fix phone line issue causing delayed alarm dialing. Phone lines were submerged in water. Bell to have third party contractor raise the PED box outside of the gates, as it is more than two feet too low to the ground.

JUNE

- 01: High temperature in lime room caused by sand filter air compressor.
- 05: Blower 100 and fan was shut down due to issues with the fan faulting.
- 08: Decant turned off until effluent flow meter is commissioned.
- 08: T&T Power assessed blower 100 issue. It was concluded that the overload was tripping. Repair requires electrician to further investigate.
- 10: T&T power on site to further investigate Blower 100 fan issue. Ambient temperature in the room was high. Exhaust fan was rewired to allow cooling of the room.
- 12: Gerber Electric on site to assess filter building's air compressor. They concluded that the contactor melted and therefore, swapped it out with spare compressors contactor.
- 15: Gerber Electric on site to assess back wash filter pump; ordered new contactor as it was burnt out.
- 18: Gerber Electric installed new contactor and test pump. It was found that the pump was water logged from a basement flood. Gerber to provide a quote for replacement.
- 19: Albert's Generator on site for annual service.
- 25: CSI and T&T Power on site to commission effluent flow meter.

West Lorne Wastewater Treatment Plant & Collection System

SECTION 6: ALARM SUMMARY

FIRST QUARTER:

JANUARY:

- 08: Pump fault at pump station; reset pump and monitored.
- 10: Alarm for Bar Screen high level. Operator cleaned temporary bar screen and ensured everything was operating normal.
- 11: Pump 2 fail; turned pump off until PLC upgrade.
- 13: Filter building high level, blower fault and bar screen fault; issues were resolved and monitored
- 18: Operator on site to check temporary operations at plant.
- 19: Operator on site to check temporary operations at plant.

FEBRUARY:

There were no alarms this month.

MARCH:

- 28: Pump station pump 3 failed to start. Operator switched pump off and left pump station running on 2 pumps.

SECOND QUARTER:

APRIL

There were no alarms this month.

MAY

- 09: Blower 101 fan fault; operator unable to reset. Blower fan turned off as other blowers were able to work. Issue believed to be caused by a power flicker.
- 24: Odour complaint received; community complaint form was filled out and filed. Operator on site to investigate, but no odours were found.
- 26: Blower issues; operator unable to fix problem and put blower 102 into hand to allow it to work all night till next day.
- 28: Operator called out for an alarm that was delayed by several hours. Operator got plant back up and running, but was unable to get alarms working.

JUNE

- 04: Channel 1 Alarm; operator reset SCADA computer and plant resumed normal operation.
- 10: Power outage; operator ran generator until power was restored. Operator reset all alarms.
- 11: Power outage; operator ran generator, but outage had caused filter basement to flood. Operator diverted flow to the lagoon; could not start filter building air compressor.
- 12: Operator back on site to turn off generator.
- 13: Back wash pump fault; operator unable to start pump so flow was partially diverted to the lagoon.
- 19: Channel 1 alarm; SCADA computer frozen. Operator restarted the system and all operations returned to normal.
- 27: Channel 1 alarm; operator reset SCADA computer and found second filter back wash pump had faulted. Operator diverted all flow to lagoon and turned off UV system.

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS


FIRST QUARTER:

There were no complaints or concerns this quarter.

SECOND QUARTER:

MAY:

24: Odour complaint received; community complaint form was filled out and filed. Operator on site to investigate, but no odours found. SAME AS ALARM ABOVE



Rodney Wastewater Treatment Plant Operations Report Second Quarter 2020

Submitted by:
Ontario Clean Water Agency
Date: August 6, 2020

Rodney Wastewater Treatment Plant

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

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

SECOND QUARTER:

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

SECTION 2: INSPECTIONS

FIRST QUARTER:

There were no MECP or MOL inspections during this quarter.

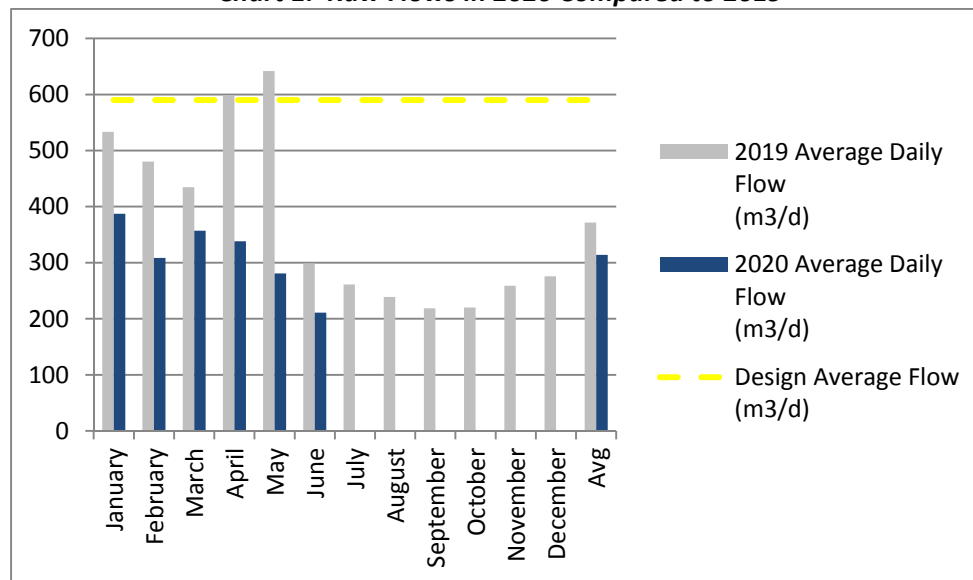
SECOND QUARTER:

There were no MECP or MOL inspections during this quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow for the wastewater treatment plant in 2020 is 313.81m³/d. The average daily flow in 2019 was 371.7 m³/d, therefore the flow for 2020 is down by 15.6% when compared to 2019. The plant is currently at 53% of its rated capacity of 590m³/d.

Chart 1. Raw Flows in 2020 Compared to 2019



Rodney Wastewater Treatment Plant

Raw samples are taken on a biweekly basis following the ECA requirements. The table below shows the raw sample results for 2020.

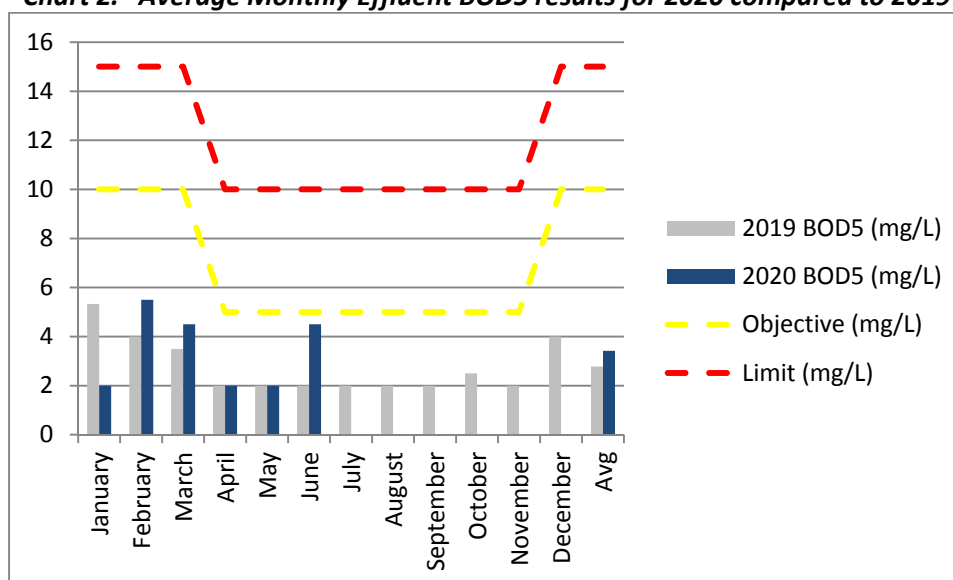
Table 1. Raw water sample results for 2020.

	BOD5 (mg/L)	TKN (mg/L)	TP(mg/L)	TSS (mg/L)
January Results	203.5	34.6	4.455	137.5
February Results	118.5	25.55	3.555	100.5
March Results	100	25.45	2.475	105
April Results	124	31.15	3.34	124.5
May Results	61.5	27.1	2.33	32.5
June Results	132.5	36.9	3.42	109.5
July Results				
August Results				
September Results				
October Results				
November Results				
December Results				
Annual Average	123.33	30.125	3.262	109.5

The effluent is sampled on a bi weekly basis following the requirements of the ECA.

The average effluent BOD5 for 2020 is 3.4mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for BOD5 in 2019 was 2.78mg/L, therefore the results for 2020 so far are up by 23% when compared to 2019 (refer to Chart 2).

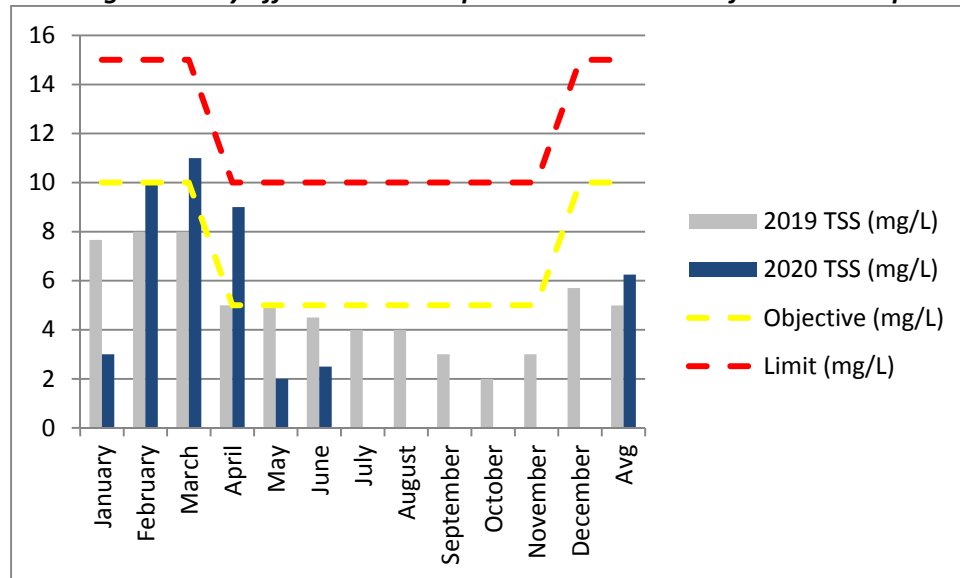
Chart 2. Average Monthly Effluent BOD5 results for 2020 compared to 2019.



Rodney Wastewater Treatment Plant

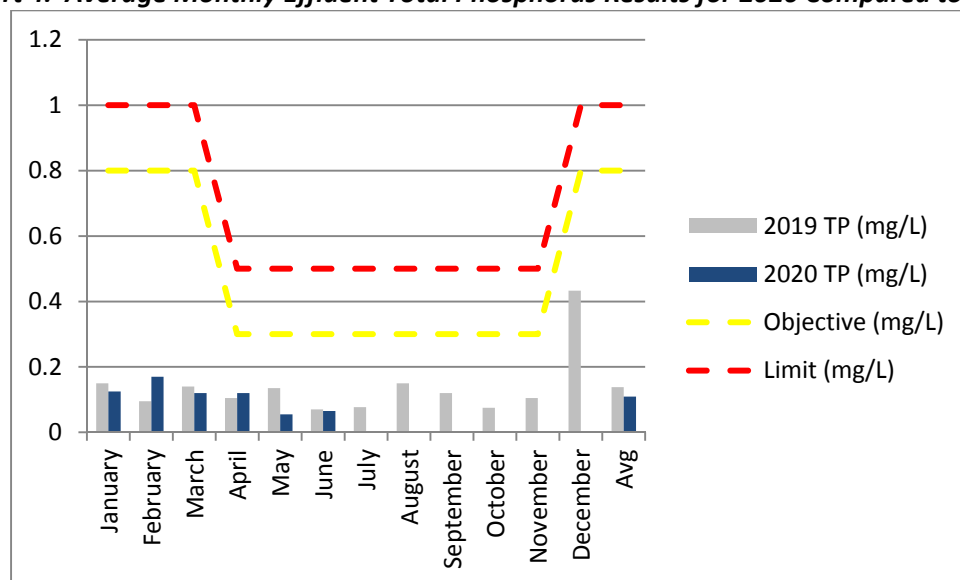
The average effluent TSS for 2020 is 6.25 mg/L, meeting the effluent limit identified in the ECA but exceeding the objective in March and April. The annual average result for TSS in 2019 was 5mg/L, therefore the results for 2020 are up by 25% when compared to 2019 (refer to Chart 3).

Chart 3. Average Monthly Effluent Total Suspended Solids Results for 2020 Compared to 2019



The average effluent TP for 2020 is 0.11 mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TP in 2019 was 0.14mg/L, therefore the results for 2020 are down 21% when compared to 2019 (refer to Chart 4).

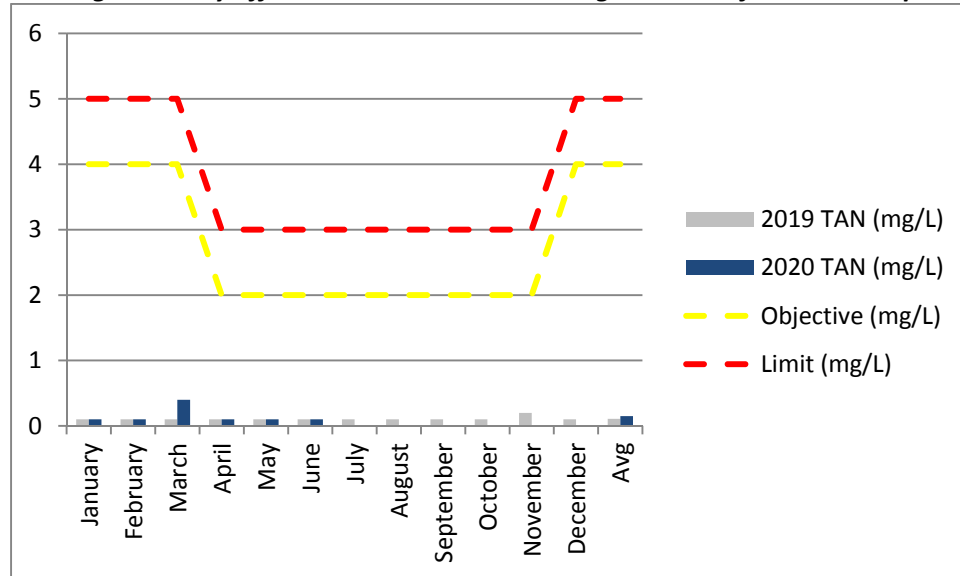
Chart 4. Average Monthly Effluent Total Phosphorus Results for 2020 Compared to 2019



Rodney Wastewater Treatment Plant

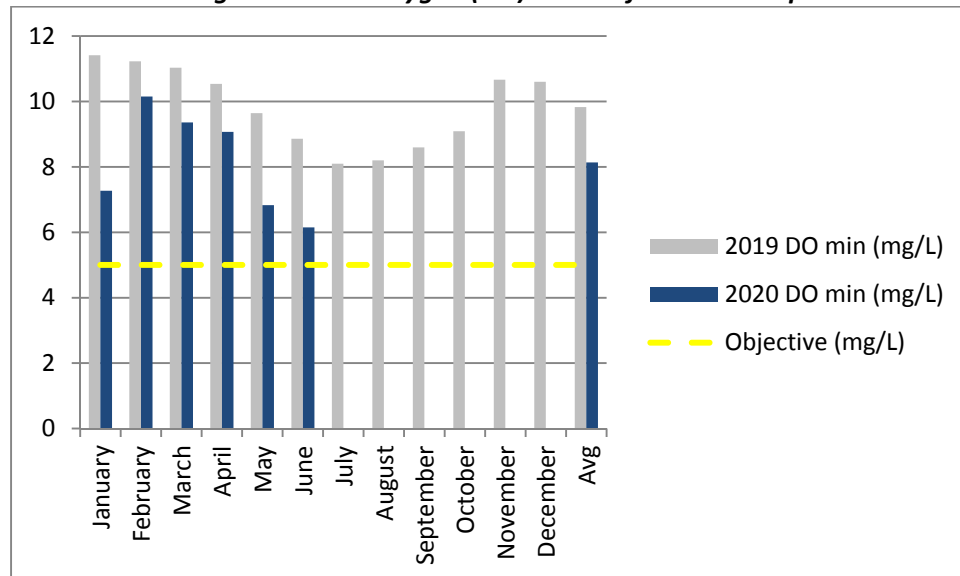
The average effluent TAN for 2020 is 0.15 mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2019 was 0.11mg/L, therefore the results for 2020 so far are up by 38% when compared to 2019 (refer to Chart 5).

Chart 5. Average monthly Effluent Total Ammonia Nitrogen Results for 2020 Compared to 2019



Dissolved oxygen (DO) of the effluent is tested on site at the plant; the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (Chart 6) shows the minimum DO concentrations, there have been no objective exceedances.

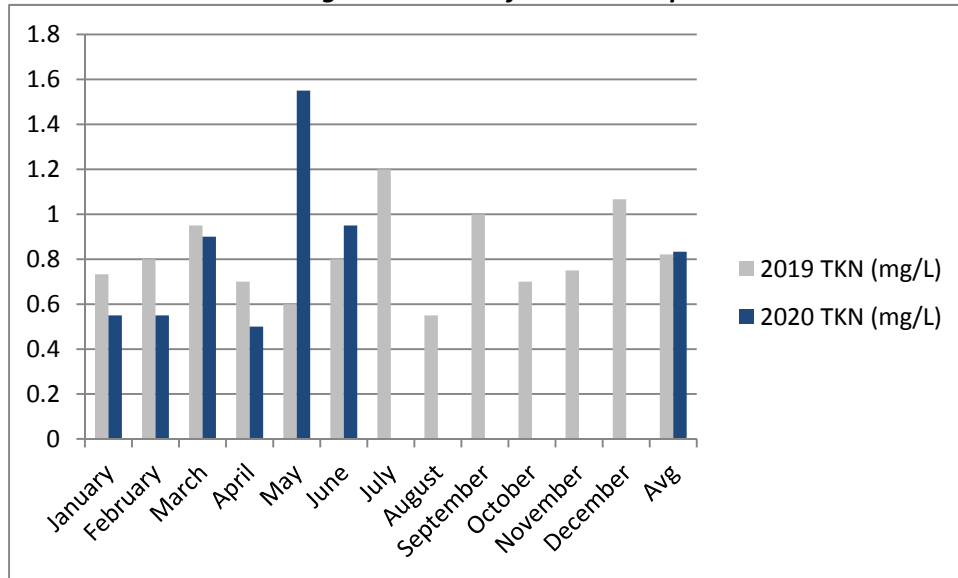
Chart 6. Average Dissolved Oxygen (DO) Results for 2020 Compared to 2019



Rodney Wastewater Treatment Plant

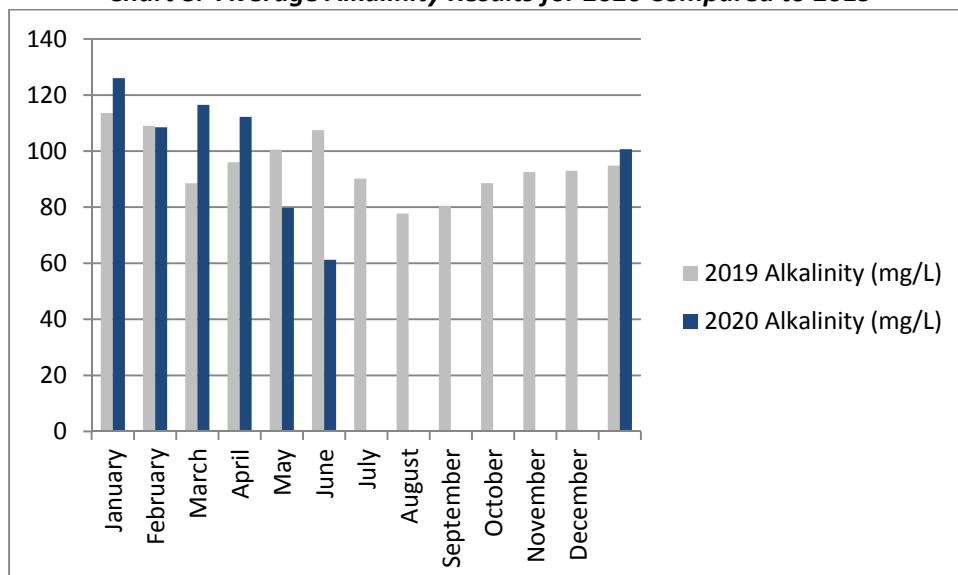
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2020 is 0.83 mg/L. The annual average result for TKN in 2019 was 0.82mg/L; therefore the results for 2020 so far are up by 1.5% when compared to 2019 (refer to Chart 7).

Chart 7. Average TKN Results for 2020 Compared to 2019



Alkalinity is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2020 is 100.7mg/L. The annual average result for alkalinity in 2019 was 94.8mg/L, therefore the results for 2020 so far are up by 6.2% when compared to 2019 (refer to Chart 8).

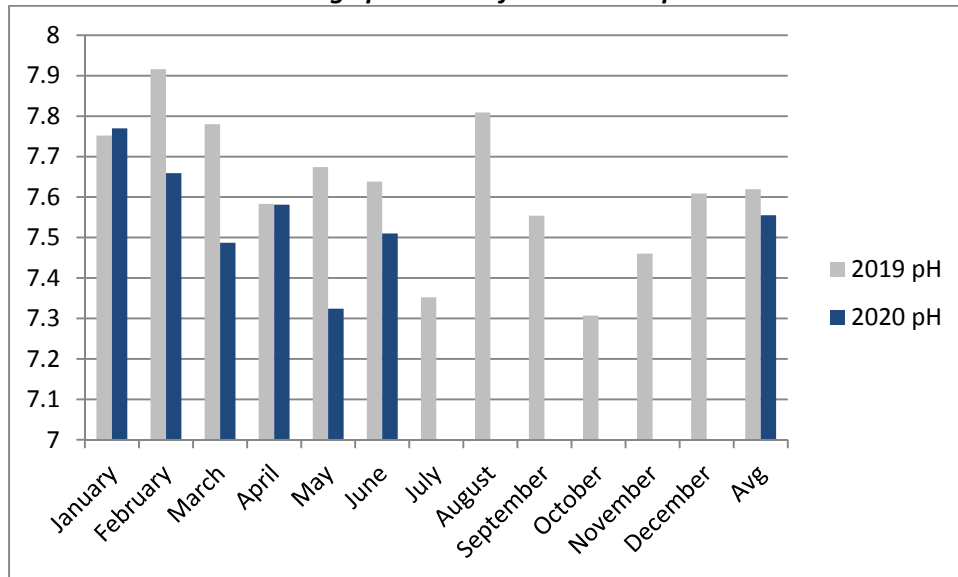
Chart 8. Average Alkalinity Results for 2020 Compared to 2019



Rodney Wastewater Treatment Plant

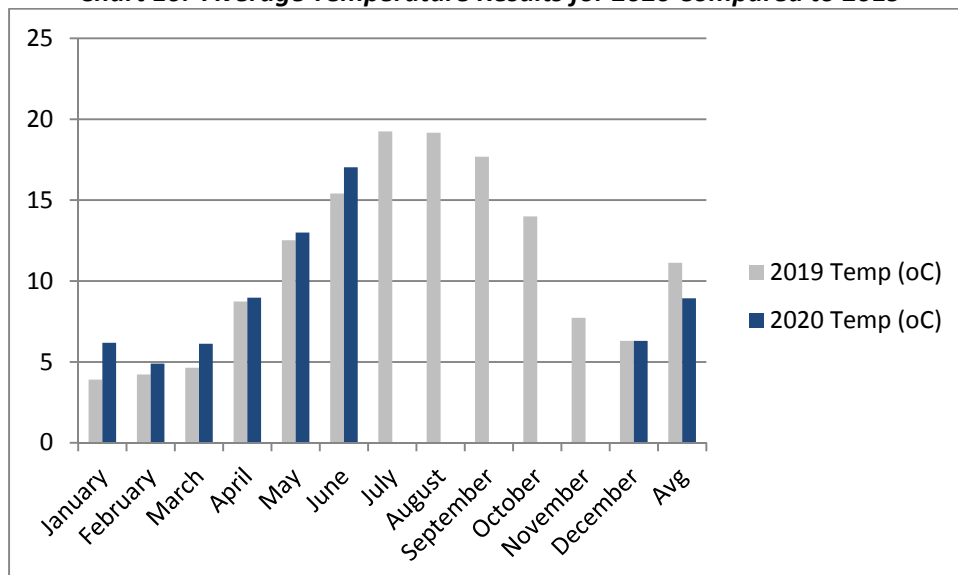
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2020 so far is 7.56. The annual average result for pH in 2019 was 7.62; therefore the results for 2020 is down by 0.84% when compared to 2019 (refer to Chart 10).

Chart 9. Average pH Results for 2020 Compared to 2019



Temperature is measured at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2020 is 8.9°C. The annual average temperature in 2019 was 11.1°C, therefore the results for 2020 are down 20% when compared to 2019 (refer to Chart 11).

Chart 10. Average Temperature Results for 2020 Compared to 2019



Rodney Wastewater Treatment Plant

SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

Due to the COVID-19 pandemic, which has been brought to the attention of all OCWA staff; precautionary protection measures have been implemented at all facilities. In addition to the mandatory PPE worn by all operational staff, the following additional steps were taken to assure safety:

- Additional PPE and supplies were sourced as applicable.
- The frequency of facility and vehicle cleaning and surface disinfection was increased and documented
- Staff re-organization was implemented to meet social distancing requirements where applicable.
- Facility accesses to essential contractors and/or delivery personnel are closely monitored.

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

SECOND QUARTER:

The Covid-19 precaution's still continue to ensure the protection of all staff and the public.

SECTION 5: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY:

Contractors on site various days for PLC upgrade. Manholes at 231 Stinson Street and at the dead end of Third Street were inspected weekly, the flows were acceptable.

02: Alum system flushed due to airlocks.

15: Alum day tank topped up.

16: Pumped out scum chamber.

24: Flushed alum system with hot water to clear line blockages caused by cold weather.

26: Alum system flushed due to airlocks.

28: Flushed alum system with hot water to clear line blockages caused by cold weather; connected new alum day tank.

29: Alum system flushed due to airlocks.

31: Electricians fixed connection between pump station and sewage plant for alarm dialers.

FEBRUARY:

Manholes at 231 Stinson and at the dead end of Third Street were inspected weekly, the flows were acceptable.

13: Kone Cranes on site to complete lifting device inspections

19: Monitored pump station due to phantom alarms previous night. Miltronics was jumping all over the place; cleaned the face of the transducer off as it was covered in black grime. Large chunk of grease found in pump station, but doesn't seem to be causing an issue. Untangled floats and got them back in the float rings. Alberts Generator was on site to service generator, as the generator had gone into a self-test mode. The self-test mode is was cleared, oil and filter changed and fuel filter changed. Monitored after all work complete and no alarms came out.

20: Municipality completed mowing of lagoon edges

Rodney Wastewater Treatment Plant

- 21: Flowmetrix on site to scale new flowmeters to SCADA
- 24: Low Set tests; operator changed WAS cycle from 7 times per day to 5 times per day.
Man holes on Third Street and Stinson checked.

MARCH:

- Contractors on site various days for PLC upgrade. Manholes at 231 Stinson Street and the dead end of Third Street were inspected weekly, flows were acceptable. During each inspection a 20L pail of water was poured down the manhole at the dead end of Third Street to clear debris.
- 02: Alum system flushed due to airlocks.
- 03: Pumped out Rodney PS chamber.
- 04: Topped up alum day tank. Operator mounted new effluent water pump in the filter building.
- 05: Alum system flushed due to airlocks.
- 09: RAS Pump 1 faulted due to a clogged impellor. Operator disconnected pump, cleared out the impellor and returned RAS Pump 1 to service.
- 12: Alum system flushed with hot water to clear blockages. Operator found leak on Pump 1 cartridge. Replaced pump cartridge and returned Pump 1 to service.
- 18: Diverted flow from plant to lagoon. Operator pumped out the clarifier to inspect lower end of the scraper arm. Flowmetrix was on site to calibrate flowmeter.
- 20: Inspection of clarifier lower arm complete; no damage found. Wastewater flow returned to the plant instead of the lagoon.

SECOND QUARTER:

APRIL

- Manholes at 231 Stinson Street and the dead end of Third Street were inspected weekly. Flows were acceptable. During each inspection a 20L pail of water was poured down the manhole at the dead end of Third Street to clear debris.
- 01: UV installed for seasonal use.
- 17: Cleared foam and debris from the aeration v-notches. Operator attempted to clear the pipe from RAS containment pit using a plumbers 'snake'. T&T Power and RVA on site for walkthrough.
- 20: Gerber Electric performed annual maintenance on RAS/WAS pumps.

MAY

- Manholes at 231 Stinson Street and the dead end of Third Street were inspected weekly, flows were acceptable. During each inspection a 20L pail of water was poured down the manhole at the dead end of Third Street to clear debris.
- 06: Gerber electric replaced the GFCI in the raw autosampler cabinet. The old GFCI would trip when the autosampler was turned on.
- 11: Repaired RAS building sump pipe. Patched RAS building sump.
- 12: Gerber Electric on site to investigate clarifier scum pump not working in auto mode. Electrician repaired the switch; the scum pump now works in manual/hand mode. Gerber Electric also investigated the bar screen scraper float which was not activating the bar screen scraper. A faulty relay was found to be the cause. A new relay has been ordered and the bar screen scraper was left running in hand mode.

Rodney Wastewater Treatment Plant

- 13: Performed troubleshooting of the WAS flow engineering units in SCADA with T&T technician.
- 15: Installed new 6V battery in the dialer.
- 20: Changed bulb on the UV.
- 26: Changed 2 bulbs on the UV and cleared the UV slot in the effluent channel of sand and debris.
- 28: Performed WAS flow meter/SCADA troubleshooting with Flowmetrix technician.

JUNE

- Manholes at 231 Stinson Street and the dead end of Third Street were inspected weekly, flows were acceptable.
- 03: Added air to 'pipe pig' at the lagoon overflow.
 - 04: Changed light bulbs on the aeration deck. Transferred alum from the large tank to the day tank. At the request of Flow Metrix for WAS flow meter troubleshooting the electronics of the meter was inspected, no signs of water corrosion or loose wires. Inspected and added grease to aeration mixers.
 - 09: Performed trial of SCADA controlled WAS (waste active sludge) cycle. The trial was unsuccessful; the flow meter records faults, likely due to air siphoned from the return line, which makes the total waste volume inaccurate during the SCADA controlled cycle. WAS cycles will continue to be performed manually by the operators.
 - 10: Removed old influent auto sampler and placed new auto sampler in cabinet.
 - 15: Gerber Electric replaced faulty relay on the bar screen scraper. A UV light bulb burnt out and was replaced.
 - 19: A UV light bulb burnt out and was replaced.
 - 22: Gerber Electric was on site to investigate GFCI outlet in the influent auto sampler. A crossed wire in the new auto sampler was causing the GFCI to trip. Gerber's electrician corrected the issue.
 - 23: Flowmetrix technician was on site to investigate the WAS flow meter faults. The technician collected more data on the flow meter; the WAS cycle will continue to be performed manually. Gerber Electric was on site to replace a faulty float to activate the bar screen scraper. Additionally, the counter arm used to control the bar screen scraper had rusted off and was replaced with a piece of plastic. The bar screen scraper will now operate correctly in auto mode. Gerber Electric replaced batteries for the emergency lights in Building B (RAS pump room) and the lime room. The new effluent auto sampler was installed in its permanent location.
 - 24: Removed old effluent auto sampler.
 - 25: Performed trials on new auto samplers; auto sampler operated correctly.
 - 26: Configured the influent and effluent auto samplers with programs for 24hr sampling each day of the week.
 - 29: Nevro technician was on site to evaluate and provide quotes for a replacement filter backwash pump, a mechanical seal rebuild on RAS pump 2 and repair on the aeration mixer 1 coupler.

SECTION 6: ALARM SUMMARY

FIRST QUARTER:

JANUARY:

No alarms to report this month.

Rodney Wastewater Treatment Plant

FEBRUARY:

No alarms to report this month.

MARCH:

07: WAS/RAS pump fault. Operator was unable to resolve issues via SCADA. Senior Operations Manager, Sam Smith, repaired later on the following day.

29: Power outage caused alum pumps to fault.

SECOND QUARTER:

APRIL

17: Suspected voltage drop or phase drop caused aeration mixers to turn very slowly and fault. Hydro one was called and tested voltages but did not discover an issue. After Hydro One tested the voltage, the aeration mixers worked normally.

26: Alarm for Rodney Pump Station; Alarm cleared before operator arrived on site.

28: Alarm for Rodney Pump Station; Alarm cleared before operator arrived onsite.

MAY

09: Alarm callout for power outage. Operator on site, reset the main breaker, alum pumps and RAS pumps and performed facility walkthrough to ensure the plant was operating correctly.

JUNE

10: Received alarm at 19:50 that main power was out. This occurred during a severe thunderstorm. Operator arrived on site, reset main breaker and re-started alum pump and RAS pump 1.

25: Power outage occurred at 14:57. Operator diverted flow to the lagoon at 16:37. Power returned at 18:21; restored plant to normal operating condition, restored flow to the plant and stopped diverting to the lagoon.

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

No complaints or concerns to report this quarter.

SECOND QUARTER:

No complaints or concerns to report this quarter.



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2020-08-13
Report: 2020-02
Subject: Monthly Report – July

Recommendation:

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: July Monthly Report for information purposes.

Purpose:

To provide Council with an update of fire department activities in the month of July 2020.

Background:

Emergency Responses

Motor Vehicle Collision (MVCs)	1	Hwy 401
Medical Assist	3	1 – Request, 2 – EMS delay
Fire	2	1 – Grass, 1 – Vehicle
Alarms Sounding	2	CO
Other	3	Burn complaint, unknown odor
TOTAL	11	

Training & Meetings

Fire department training has begun to resume with COVID-19 precautions in place, including considerations for physical distancing and the use of face coverings when needed. Topics included equipment/truck checks and SCBA operational review.

Two members passed their 'D' class license testing.

All courses at the Ontario Fire College in Gravenhurst continue to be postponed. Online course options are expected later this year.

A senior officers meeting including the Fire Chief, Deputy Chief, and both District Chiefs was held to discuss general fire department operations and discuss various items.

The Fire Chief met with members from both stations in order to get acquainted with personnel and the overall department.

Other Activities/Information

The Office of the Fire Marshal (OFM) is still requiring weekly reporting of PPE Inventory. The weekly report on staffing levels is no longer required.

Financial Implications:

There are no financial implications associated with this report.

Policies/Legislation:

N/A

Report Approval Details

Document Title:	Monthly Activity Report - July.docx
Attachments:	
Final Approval Date:	Aug 11, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Heather James, Planner

Date: 2020-08-13

Subject: Second Update on Acquisition of Laneway in West Lorne

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding a second update on the acquisition of a laneway between Main and Munroe Streets; and,

That West Elgin Council provides direction to staff to proceed with the survey and legal works and to contact the owner of PharmaChoice in West Lorne regarding cost sharing in the transfer of the laneway.

Purpose:

The purpose of this report is to provide Council with a second update on the work that has been completed for the acquisition of the laneway between Main and Munroe Streets in former Village of West Lorne.

Background:

At the June 11, 2020 Council meeting, Council provided direction to staff to proceed with completing the title searches as requested by the solicitor, David Woodward. Since June 11, 2020, title searches and most of the survey work has been completed. Two interesting discoveries have been found as a result of the title searches. The first discovery Mr. Woodward found was a portion of the laneway that exits onto Munroe Street and believed to be owned by West Lorne Heritage Homes is actually owned by the municipality and was transferred many years ago (as shown on attached Key Maps). Therefore, no transfer is required of West Lorne Heritage Homes and Malcom Ross, representative has been notified. The second discovery Mr. Woodward found was a portion of the laneway that exits onto Main Street is owned by PharmaChoice, owner Peter Adams (as shown on attached Key Maps). Mr. Adams has been notified of this and has agreed to transfer the lands that are part of the laneway at no expense.

At a board meeting for West Elgin Community Health Centre on June 23, 2020, it was agreed upon to provide the municipality up to \$3,300.00 for legal and survey costs to transfer the laneway.

Next Steps

Mr. Woodward has indicated that there is additional survey work to complete regarding the pharmacy owned lands. It is staff's recommendation to proceed with the survey work and that Mr. Adams be contacted to see if he would be agreeable to cost sharing in the legal and survey costs in order to complete this transfer. It is recommended that the cost sharing be equivalent to the land area to be transferred.

Financial Implications:

To date legal and survey costs are \$7,084.58. The surveyor has estimated that it will cost an additional \$2,300 plus HST to complete the survey work. There will also be additional legal costs for the preparation of the deeds and the transfers.

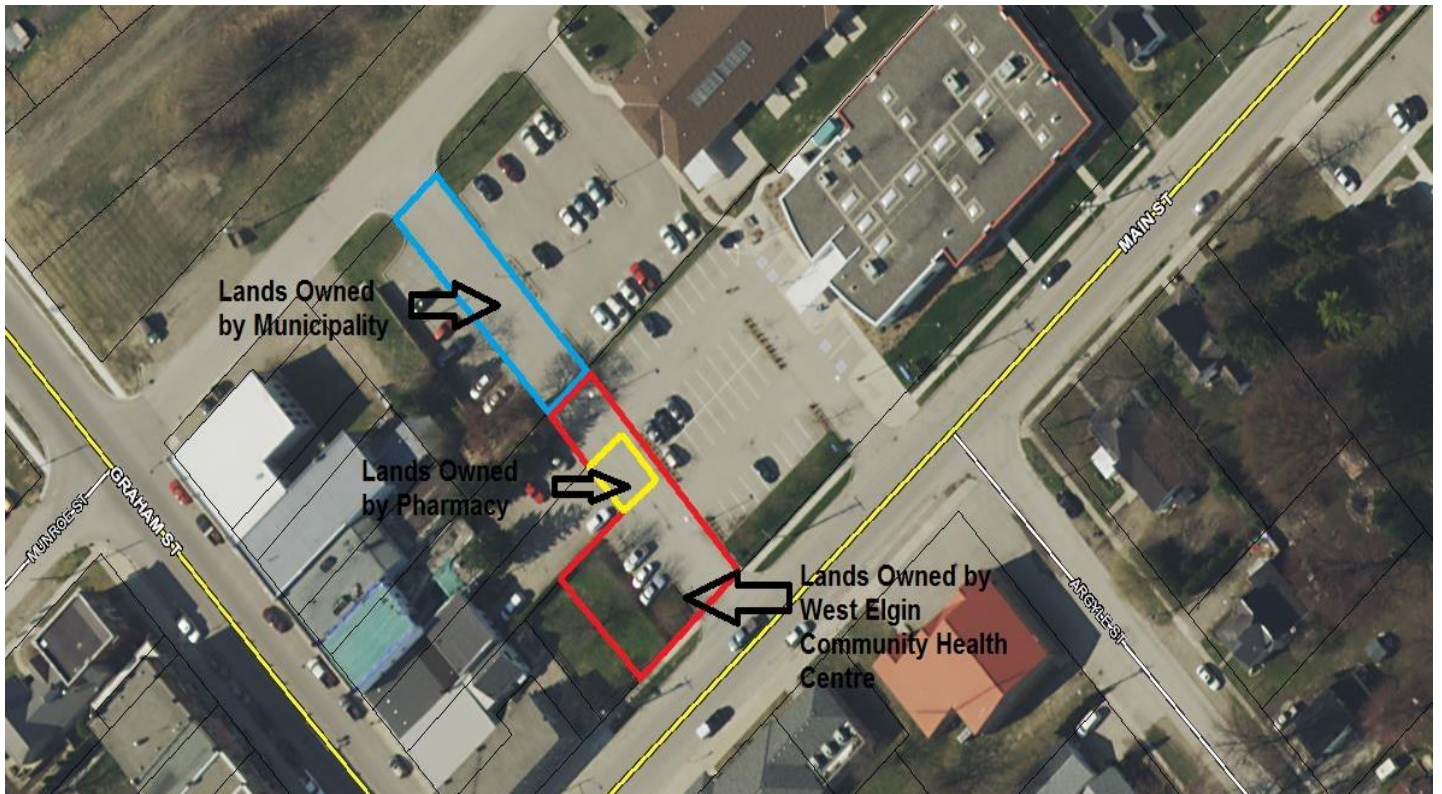
Policies/Legislation:

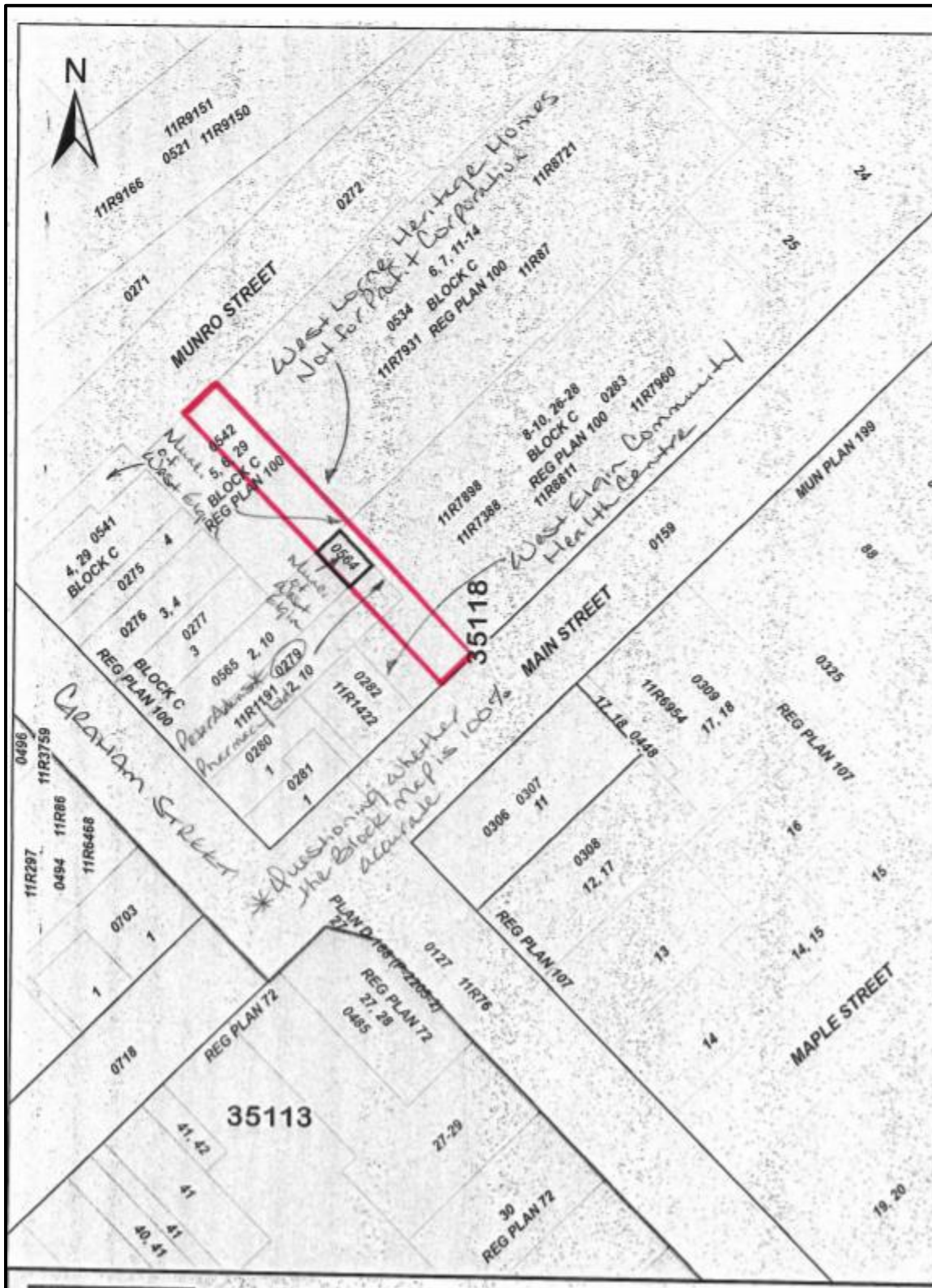
None.

Related Documents:

Report 2020-15, Update on Acquisition of Laneway between Main and Munroe Streets.

Key Maps





Report Approval Details

Document Title:	Second Update on Acquisition of Laneway in West Lorne - 2020-20-Planning.docx
Attachments:	
Final Approval Date:	Aug 11, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-08-13

Subject: Memorial Park - Cairn and Gate Repair

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services regarding repairs at Memorial Park and;

That West Elgin Council approves the quote from Robertson Restoration in the amount of \$18,900.00 for Cairn/wall repair and;

That West Elgin Council authorize an additional \$6,000.00 for new gates and park sign.

Purpose:

The purpose of this report is to get Council's approval for repairs to the stone monument and gates at Memorial Park in Port Glasgow, as costs exceed the original budgeted amount.

Background:

The 2020 budget included \$15,000.00 for repairs to the Cairn and gates at Memorial Park in Port Glasgow. This work was included in past budgets but has yet to be completed, partially due to the lack of contractors able to complete this type of repair. Staff were able to obtain a quote from Robertson Restoration, who specialize in stone, brick and masonry restoration work. The attached quote includes complete restoration of the Cairn, stone walls, stone pillars and installation of hinges for the new gates. This work will ensure these items remain in good condition for many years to come.

Staff have also obtained pricing for new entrance gates and Memorial Park sign, and are confident that this project can be completed with the additional funds requested.

Financial Implications:

This would be an increase over the 2020 budget amount, which was decreased from past years due to a lack of accurate costing. The added expense was accounted for in park financials generated for the recent PGTP committee meeting, and the overall park budget remains balanced.

Policies/Legislation:

None

Report Approval Details

Document Title:	Memorial Park - Cairn and Gate Repair - 2020-08-Operations Community Services.docx
Attachments:	- Quote for Aldoborough Pioneers' and Soldiers' Memorial Park.pdf
Final Approval Date:	Aug 11, 2020

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

Jana Nethercott

Robertson Restoration

Quotation For:

Masonry restoration of fieldstone monument and gate wing walls at Aldborough Pioneers' and Soldiers' Memorial Park.

Please accept this quote for your review.

- 100% of mortar joints to be chipped out to a depth of approximately 1 1/2"
- Reset any loose stone units
- Reset stone units that have previously fallen out and are currently stored off site
- 100% repointing of all mortar joints
- Form and pour new 3 1/2" thick reinforced concrete ledge at base of monument, ensuring positive slope for water run-off and 2" overhang with drip cut on the underside (1/2" set back from edge)
- Replace missing stones in gate wing walls where necessary
- Provide and apply penetrating sealer to all masonry surfaces of monument and gate wing walls
- Install hinge anchors into stone columns to accommodate new gate

Allow approximately 30 days to complete work.

Municipality to provide water and hydro.

Labour and materials for the above work provided at a cost of \$18700.00, GST extra.

Thank you for your consideration.

Gino Maniacco
519-808-1119



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-08-13

Subject: July 2020 – Monthly Report

Recommendation:

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

Purpose:

To provide West Elgin Council with an update on operations completed during the month of July.

Background:

Parks and Recreation – Site preparation was completed at Miller Park for new playground equipment located next to the pavilion. Installation will begin in mid-July and should take approx. 3-4 weeks. Hot weather brought many residents to the West Elgin pool. Aqua-fit classes, open swims and family swims are being well attended. The guard staff are doing an excellent job of maintaining a safe facility through a regular routine of screening and proper disinfection. Unfortunately, due to the uncertainty around COVID-19, swimming lessons will not run during the 2020 season. I hope that the situation has improved by next season and lessons can be taught, as the guards miss this aspect of the pool just as much as the kids. Jeremy Conway attended a Certified Pool Operator course in London during July to renew his certification. Adam Ecker and Dave Clements will be attending the same course in mid-August. Parks staff are focusing on outdoor green space, flowers and the municipal beach, as most indoor facilities are still closed. Water samples are taken weekly and there have been no adverse conditions reported to date. The beach has been very busy due to the hot weather and additional garbage cans were added to help with the extra volume of trash. Staff were busy developing rental agreements for municipal parks and facilities, as there has been some interest for a return to use. Arena scheduling is also underway, with a report on ice availability and possible operating scenarios being prepared for the board meeting in August.

Public Works – Roadside mowing continued throughout the month of July and the students were weed whipping around the signs and guiderail. Staff completed painting of all stop blocks in the municipality as per the County agreement. Johnston Bros. Ltd. started applying maintenance gravel to the roads in July. It was a late start this year due to the weather and other contractual obligations but should be completed by the end of August. Public works crews assisted with water repair work in West Lorne and at the Port Glasgow Trailer Park. Scrap steel operations were taken over 'in house' last month with the departure of the former contractor. Our new landfill attendant is doing an excellent job at keeping the transfer site area clean, even with the added responsibility of loading the new steel bins. Staff spent the last week of July delivering approx. 2300 recycling bins to rural residents in preparation for the August 3 implementation of municipal wide collection. Recycling information and any special instructions for placement were left in the resident's mailbox.

During continued inspections in July, it was determined that the concrete and clay, which was placed along shoreline below PGTP, has been holding well. It was also brought to the municipality's attention that additional clean concrete has become available, which could be utilized to help reinforce the largest of many piers, located along this stretch of beach. It would be most advantageous to complete this work before seeding the clay, so as not to disturb the new vegetation. Paperwork has been sent to LTVCA to see if this extra work can be completed under an addendum to the original permit. The Manager of Operations & Community Services will schedule this operation once approval has been granted. With vacation time limited during the winter months, many of the public works operators took advantage of the favorable weather conditions to use up some holidays during the month of July.

Utilities – Summer season is typically the busiest for locates and this year is no exception. Our staff are processing many requests daily, while also keeping up with regular water/sewer operations. This would include water repairs/new service installations, sewer/drain concerns, and routine system maintenance. Capital work got underway on two water projects in West Elgin. Cope construction began replacement of the cast iron water main behind the Rodney Library and A-Xcavating returned to Chestnut Street in West Lorne to complete last year's water main extension project on Wood and Chestnut Streets. Both of these projects should wrap up by late August, when the Todd Place water main replacement project is scheduled to get underway. Capson Electric was at the West Lorne Complex in July installing new LED lighting throughout the building. This work was completed under a lighting retrofit program, and has huge economic benefit based on the type and number of fixtures replaced.

Report Approval Details

Document Title:	July 2020 - Monthly Report - 2020-09-Operations Community Services.docx
Attachments:	
Final Approval Date:	Aug 11, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting
From: Jana Nethercott, Clerk
Date: 2020-08-13
Subject: Changes to the Municipal Act from Bill 197

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk Re: Changes to the *Municipal Act* as part of Bill 197 for information purposes.

Purpose:

To provide Council with the background information about the changes to *Municipal Act* as part of Bill 197 and to receive direction on what changes, if any they wish to make to West Elgin's Procedural By-law as a result.

Background:

With the passage of Bill 197 on July 21, 2020 there were changes to many Acts as a result of the current pandemic. The changes to the *Municipal Act* include the ability to conduct electronic open and closed meetings beyond during declared emergencies and to allow for Council members to appoint a proxyholder to act on their behalf during a meeting, subject to certain limitations. In order to take advantage of these amendments West Elgin's Procedural By-law would need to be amended and rules and limitations created, as outlined below.

If Council wishes to continue to allow for electronic participation in both Council and Committee meetings, the Procedural By-law would need to be amended to allow for this outside of the declared emergency as that is all that is currently allowed in the by-law. Given the current state of the world and the threat of a second wave of the pandemic, staff believe that amending the by-law to allow for electronic participation in all Council supported meetings for the foreseeable future is a positive move, even in a non-pandemic situation and have maintained the subscription to Zoom for this reason. However staff will require direction as to any limitations Council wishes to impose on electronic participation.

Option 1: Full Electronic Meeting Participation

This is the option that West Elgin Council and staff have participated in since April 9, 2020. While there has often been a mix of staff and limited number of Council Members in attendance in the West Elgin Council Chambers, all have participated through the use of laptops and headphones. Council has the option when approving the amendment to the Procedural By-law to limit electronic participation to meetings that are called as electronic meetings only. All *Municipal Act* requirements are met with this option, through advertising a request for the link to the meeting. West Elgin currently has a subscription to Zoom, which has been maintained and could expand to broadcasting the meeting live to Youtube or Facebook live through Zoom as well as allowing

members of the public to request the link if they wish to listen to the meeting over the phone. No additional equipment would need to be purchased to continue with this style of meeting, however the on going cost of \$82.49 per month would be required. With this option not all meetings have to be electronic participation, but it does give the chair the option when the meeting is called and right up to the publishing of the agenda, to make the meeting electronic participation, which allows for flexibility due to availability and or current restrictions.

Option 2: Allow Electronic Participation Meetings Under Limited Circumstances

This option would allow Council to lay out parameters for allowing the call of an electronic participation meeting. This option could just limit the calling of electronic participation meetings during a Declared Emergency, which is what is already permitted and require no amendment to the Procedural By-law or could get as complicated as setting out the circumstances when electronic participation can be allowed. This option could get complicated, with options for partial in person and partial electronic participation as well. If Council wants this option, a further report to explore all of the options can be brought forward as there could be an extra cost for equipment to allow for some participants in person and some electronic, in order to meet the *Municipal Act* requirements for an open meeting.

Option 3: Do nothing right now

This option allows for electronic participation in all meetings as long as West Elgin has a Declared Emergency. Currently, the Emergency has not been declared over by the Mayor and therefore Council does not need to make any decisions regarding Electronic participation in meetings. Council has received a report at the June 25, 2020 Council regarding the expansion of the municipal office and a new Council Chambers, if this project goes forward in a timely manner, the technology to support electronic participation in meetings and to web broadcast meetings can be included in construction and design of the chambers and the Procedural By-law could be amended at that time to allow for electronic participation. However, if the Declared Emergency in West Elgin is ended, so does the ability to have an electronic participation meeting.

At the Council meeting on July 16, 2020 Council made the decision to return to in person meetings at the West Elgin Recreation Centre in Rodney to allow for physical distancing and notices have gone out for Meetings to Consider an Engineers Reports and Court of Revision for Drains for the August 27, 2020 meeting, which means Council has time to consider their options and a future report can be

The same amendment to the *Municipal Act* allows for Council Members who are unable to attend an official meeting to assign a proxy vote to another voting member of Council. Allowing proxy voting is optional and there are limitations set out in the legislation that limit the proxy appointment. These include:

- A proxyholder cannot be appointed unless they are a member of the same council
- A member cannot act as proxyholder for more than one other member of council at a time
- An appointed proxy is not counted when determining quorum
- A member appointing a proxy shall notify the municipal clerk of the appointment in accordance with a local process established by the clerk
- When a recorded vote is taken, the clerk shall record the name and vote of every proxyholder and the name of the member of council for whom the proxyholder is acting

- A proxy may not be appointed for an issue where the appointer or appointee has declared a pecuniary interest
- Council members absence rules still apply.

Council wishes to allow for Proxy Voting a procedure would need to be developed and brought forward for consideration at a future meeting, along with the amendment to the Procedural By-law.

Financial Implications:

Depending on what option for electronic participation is chosen, the costs would start at \$82.49 per month.

Policies/Legislation:

Bill 197, COVID-19 Economic Recovery Act, 2020
Municipal Act



Staff Report

Report To: Council Meeting
From: J. Nethercott, Clerk
Date: 2020-08-13
Report: 2020-13
Subject: Community Flag Raising and Flag Protocol Draft Policy

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Community Flag Raising and Flag Protocol Policy; and

That West Elgin Council hereby direct staff to bring forward a by-law to adopt the Community Flag Raising and Flag Protocol Policy at the next Council meeting.

Purpose:

The purpose of this report is to provide a draft version of a Community Flag Raising and Flag Protocol policy for Council to review and comment on, prior to passage of an adopting by-law.

Background:

Council had requested a flag raising policy be drafted and brought forward for discussion. Staff researched area municipal policies as well as the County of Elgin's policy. In reviewing these policies, staff determined that the County of Elgin policy best aligned with Council's direction and therefore modified this policy to fit with the Municipality of West Elgin.

Currently West Elgin has 6 municipal flag poles, 1 at the Municipal Office, 2 at the Arena in West Lorne, 2 at the Blue Flag Beach and 1 at Fire Station number 2 in West Lorne. At this time the only location for a community flag raising would be at the Arena in West Lorne, however the Manager of Operations & Community Services is proposing as part of the renovations, that a second flag pole be installed at the Municipal Office, so there is a community flag pole at a municipal building.

As there are only flags at the Blue Flag Beach during the summer months, we have excluded these poles from the policy for community flags, but they would follow the half-masting protocols.

Financial Implications:

N/A

Municipality of West Elgin

Schedule “A” to By-Law #2020-____

Policy #2020-07

Community Flag Raising and Flag Protocol Policy

Effective Date: _____

Review Date: _____

Purpose

The purpose of this Policy is to provide a protocol by which flags are flown by the Municipality of West Elgin at the following locations:

- Municipal Office – 22413 Hoskins Line, Rodney
- West Elgin Community Centre – 171 Graham Road, West Lorne
- West Elgin Fire Department, Station 2 – 158 Main Street, West Lorne

Scope

This policy relates to displaying of flags, flag raising and half-masting.

Procedure for Community Flag Raising

The Municipality of West Elgin reserves the right to determine which flags will be displayed at the Municipal Office or any Municipal Flag pole as listed and will strive to accommodate and provide opportunities for community groups to display their flags.

The following flags shall be permitted to be flown at the Municipal Office at 22413 Hoskins Line, Rodney, and West Elgin Community Centre, 171 Graham Road, West Lorne including:

- National Flag of Canada, or the flag approved by the Parliament of Canada as a national symbol of Canada;
- Provincial Flag of Ontario, or the flag approved by the Legislative Assembly of Ontario as a provincial symbol of Ontario;
- Flag of a charitable or non-profit organization to help increase public awareness of their programs and activities; and organization that has achieved national or international distinction or made a significant contribution to the community, or an organization that has helped to enhance the Municipality of West Elgin in a positive manner.

Requests for displaying flags and flag raisings may be approved for:

- Non-profit or charitable organizations;

- Recognition of an important visit to the Council of the Municipality of West Elgin;
- Public Awareness Campaigns.

Request will not be approved:

- For political parties or political organizations;
- For religious organizations or the celebration of religious events;
- If the intent is contrary to Municipal policies or by-laws;
- If the intent is to defame the integrity of Council; and
- If the event or organization has no direct relationship to the Municipality of West Elgin.

Process for Displaying of Flags/Flag Raising

Requests for the use of the Municipal flag pole must be submitted in writing to the Clerk, Municipality of West Elgin, 22413 Hoskins Line, Rodney ON N0L 2C0, at least four (4) weeks prior to the day requesting the flag to be displayed. Written requests must include the following information:

- Organization name, address, contact, title, email address, telephone number;
- Proposed date and time;
- Identify whether the request is for displaying a flag and or a flag raising; and
- Type of flag to be raised.

Once submitted the requests will be vetted against this policy and then submitted to the Mayor for formal approval.

The Clerk will maintain an inventory of all flags flown on municipal flag poles.

General Rules

- Approvals and use of the Municipality of West Elgin flag pole will be granted by the Mayor on a first come first served basis;
- An organization's flag shall be flown no more than once per calendar year; organizations shall be required to submit flag raising requests on an annual basis;
- A flag shall be flown for a period of up to one week, or for the duration of the associated event, whichever is less;
- Flags shall only be raised and lowered on those business days that the Municipality is open;
- The maximum number of community flags to be flown at any one time will be one (1);
- The National Flag of Canada must be flown at all times and when no community flag is on a pole, the Flag of the Province of Ontario shall be flown;
- Individuals, groups or associations approved for flag raisings are required to provide the flag to be flown and must pick up the flag once it has been removed; and

- The Municipality of West Elgin reserves the right to choose which flags may or may not be flown on the Municipal Office or any Municipal Flag pole as listed.

Conflicts

- Conflicts with the dates requested for flags to be flown by two or more organizations on the Municipal flag pole shall be settled in favour of the organization which first made its request;
- In the event there is a dispute between an organization and the Clerk as to the eligibility of a request, the appeal process shall be that the Council as a whole considers the request, having full and final say as to whether or not the request to fly a flag will be granted.

Procedure for flying flag at half-mast

Flying a flag at half-mast shall mean the action of flying all flags, forming a single display of flags, at a position that is equal distance from the top and bottom of a flag pole, to mark periods of mourning or to commemorate solemn occasions.

Half-masting (3 days duration), upon notice of death of an individual noted in this section, Operations & Community Services staff shall, at the direction of the Mayor, be immediately notified to take action to lower the Canadian flag for all municipal flag poles. A flag may be removed, for a period of time, due to inclement weather.

Flags are flown at the half-mast position as a sign of respect and condolence or to commemorate significant dates. The flags flown on municipal flag poles are flown at half-mast through this specific application on the death of:

- The current Mayor or member of Municipal Council
- The current Warden or member of County Council
- A current Municipality of West Elgin Employee
- A former Mayor or member of Municipal Council
- A current resident of West Elgin killed in the line of duty for the Canadian Armed Forces

In accordance with the National Flag of Canada protocol, flags will be flown at half-mast:

- On the death of the Sovereign or members of the immediate Royal Family, the Governor General, the Prime Minister, a former Governor General or a former Prime Minister
- On the death of the Lieutenant Governor of Ontario or the Premier of Ontario
- On the death of the local Member of Parliament or the local Member of Provincial Parliament
- November 11: Remembrance Day
- The commemoration of other periods of official mourning and solemn occasions, in keeping with principles of this policy, may be approved by the Mayor.

Municipal Council will be advised of the circumstances surrounding the other solemn occasion. In the event that the Mayor is not available, the Deputy Mayor shall have the delegated authority to decide on circumstances not identified within this policy.

Process

Once approved by the Mayor, the Manager of Operations & Community Services will be responsible for notifying the appropriate staff, regarding the half-masting of flags with respect to the reason and the duration that the flag will be flown at half-mast.

DRAFT



ADMINISTRATION POLICY MANUAL

Community Flag Raising and Flag Protocol Policy Elgin County Administration Building

Policy Name: Community Flag Raising and Flag Protocol Policy

Date Adopted: July 9, 2019

Last Review: Previous Policy “Flag Half-Masting Protocol Policy” - October 2, 2015

1. Purpose

To provide a protocol by which flags are flown at the County Administration Building.

2. Scope

This policy relates to half-masting, and; displaying flags/flag raisings.

3. Procedure

Flying a flag at half-mast shall mean the action of flying all flags, forming a single display of flags, at a position that is equal distance from the top and bottom of a flagpole, to mark periods of mourning or to commemorate solemn occasions.

Half-masting (3 days duration), upon notice of the death of an individual noted in this section, municipal facilities staff shall, at the direction of the Warden, be immediately notified to take action to lower the Canadian flag at the County Administration Building. Flags shall only be lowered on the business days that the County Administration Building is open. A flag may be removed, for a period of time, due to inclement weather.

Flags are flown at the half-mast position as a sign of respect and condolence or to commemorate significant dates. The flags flown at the County Building are flown at half-mast through this specific application on the death of:

- the current Warden or a Member of County Council
- a current County of Elgin employee; and
- a former Warden or a Member of County Council
- a current resident of Elgin County killed in the line of duty for the Canadian Armed Forces



ADMINISTRATION POLICY MANUAL

In accordance with protocol, flags will also be flown at half-mast:

- On the death of the Sovereign or members of the immediate Royal Family, the Governor General, the Prime Minister, a former governor general or a former prime minister.
- On the death of the Lieutenant Governor of Ontario or the Premier of Ontario; and
- On the death of the local Member of Parliament or local Member of Provincial Parliament.
- The commemoration of other periods of official mourning and solemn occasions, in keeping with the principles of this Policy, may be approved by the Warden. County Council will be advised of the circumstances surrounding the other solemn occasion. In the event that the Warden is not available, the Deputy Warden shall have the delegated authority to decide on circumstances not identified within this policy.

Flags will also be flown at half-mast, in recognition of the following dates:

- April 28: Day of Mourning (to commemorate workers killed or injured on the job)
- Last Sunday in September: National Peace Keepers and Police Officers' Memorial Day
- November 11: Remembrance Day
- December 6: National Day of Remembrance and Action on Violence Against Women

4. Process for Half-Masting

Once approved by the Warden, the Chief Administrative Officer/Clerk will be responsible for notifying the appropriate staff, including facilities staff, regarding the half-masting of flags with respect to the reason and the duration that the flag will be flown at half-mast.

The Chief Administrative Officer/Clerk will maintain an inventory of all flags flown at the County Administration Building.

5. Displaying Flags/Flag Raising

Elgin County Council reserves the right to determine which flags will be displayed at the County Administration Building and will strive to accommodate and provide opportunities for community groups to display their flags.



ADMINISTRATION POLICY MANUAL

The following flags shall be permitted to be flown at the Elgin County Heritage Centre at 460 Sunset Drive, St. Thomas, including the:

1. National Flag of Canada, or the flag approved by the Parliament of Canada as a national symbol of Canada.
2. Provincial Flag of Ontario, or the flag approved by the Legislative Assembly of Ontario as a provincial symbol of Ontario.
3. County of Elgin Flag, or the flag adopted by Council of the County of Elgin as a symbol of the municipality. The County of Elgin Flag will be flown at such times as there is no flag of an approved charitable or non-profit organization to be flown, or at such times as the half-masting is in order; and
4. Flag of a charitable or non-profit organization to help increase public awareness of their programs and activities; an organization that has achieved national or international distinction or made a significant contribution to the community, or an organization that has helped to enhance the County of Elgin in a positive manner.

Requests for displaying flags and flag raisings may be approved for:

- Non-profit or charitable organizations;
- Recognition of an important visit to the Warden and Members of Council;
- Public Awareness Campaigns

Requests will not be approved:

- For political parties or political organizations;
- For religious organizations or the celebration of religious events;
- If the intent is contrary to Municipal policies or by-laws;
- If the intent is to defame the integrity of Council; and
- If the event or organization has no direct relationship to the County of Elgin.

6. Process of Displaying Flags/Flag Raisings

Requests to use the County of Elgin flag pole must be submitted in writing to the Chief Administrative Officer/Clerk, Corporation of the County of Elgin, 450 Sunset Drive, St. Thomas, ON., at least 4 (four) weeks prior to the day requesting the flag to be displayed. Written request must include the following information:

- Organization name, address, contact, title, email address, telephone and fax number;
- Proposed date and time;



ADMINISTRATION POLICY MANUAL

- Identify whether request is for displaying a flag and/or a flag raising; and
- Type of flag to be raised.

7. General Rules

- Approvals and use of the Elgin County flag pole will be granted by the Warden on a first come first served basis;
- An organization's flag shall be flown no more than once per calendar year; organizations shall be required to submit flag raising requests on an annual basis;
- A flag shall be flown for a period of up to one week, or for the duration of the associated event, whichever is less; and,
- Flags shall only be raised and lowered on those business days that the County of Elgin is open.
- The maximum number of community flags to be flown at any one time will be one (1).
- The National Flag of Canada and the Provincial Flag of Ontario must be flown at all times.
- Individuals, groups or associations approved for flag raisings are required to provide the flag to be raised and must pick up the flag once it is removed.
- **The County of Elgin reserves the right to choose which flags may or may not be flown at the County Administration Building.**

8. Conflicts

- Conflicts with the dates requested for flags to be flown by two or more organizations on the Elgin County Flag Pole shall be settled in favour of the organization which first made its request;
- In the event there is a dispute between an organization and the Chief Administrative Officer/Clerk as to the eligibility of a request, the appeal process shall be that County Council as a whole considers the request, having full and final say as to whether or not the request to fly a flag will be granted.



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-08-13
Subject: Asset Management Software Purchase

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Asset Management Software Purchase; and

That West Elgin Council hereby authorize the purchase and implementation of City Wide Asset Management software from Public Sector Digest, to be funded as outlined in the report.

Summary:

In 2017, Ontario Regulation 588/17 relating to asset management planning for municipal infrastructure was passed. This regulation provides more detailed asset management requirements specific to Ontario municipalities, with a phased-in approach to implementation from 2019 to 2024. Since 2017, we have been discussing different options on asset management initiatives. With the passing of Ontario Regulation 588/17, the following implementation deadlines have been put in place for municipalities in Ontario:

- July 1, 2019 - Have a Strategic Asset Management Policy in place
- July 1, 2021 - Have an Asset Management Plan in place (core infrastructure assets)
- July 1, 2023 - Have an Asset Management Plan in place for all assets
- July 1, 2024 - Have an Asset Management Plan in place (all assets), including a financing strategy and a proposed levels of service analysis.

With a Strategic Asset Management Policy in place, the Municipality is currently preparing for the July 1, 2021 and 2023 requirements. This includes a comprehensive Asset Management Plan for roads, storm, bridges/culverts, water and wastewater assets by 2021 and all assets by 2023. To achieve this, there is a need to maintain an asset register of all Municipal assets, complete with asset descriptions, valuation, condition ratings, and risk ratings. In addition, an analysis with respect to current levels of service, impacts of growth, and lifecycle cost projections is to be included in the Plan. Given that there are various update requirements both annually and every 5 years to be in compliance, Municipal staff are working on an implementation strategy that results in Asset Management Plans that are prepared and updated internally. Condition assessments, master plans, and needs studies will continue to be completed with the assistance of consultants, however the results of these processes will feed into the asset management process. This allows staff to incorporate asset management planning into the day-to-day operations of the Municipality as well as provide for integration into the annual budget process.

Currently Municipal asset data is stored in multiple locations and departments, including within GIS, spreadsheets, and consultant reports. The use of City Wide asset management software will provide the following functionality:

1. Asset Register - One combined repository of asset data and information that will be linked to the GIS system.
2. Work Order Management - track work done and time spent on assets or with assets through a work order management system, including the ability to use mobile devices in the field.
3. Minimum Maintenance Standards (MMS) - ability to track roads maintenance, inspections, and compliance with provincial MMS.
4. Forecast Optimization - use of asset data, condition ratings and risk ratings to prioritize projects.
5. Funding Requirements - assist with determining how much should be invested in Municipal assets annually to achieve sustainability.
6. Asset Management Plan Inputs - provide charts and graphs to be included in a Municipal internally generated Asset Management Plan.
7. Financial Reporting - make accounting practices and financial statement reporting for assets more efficient.

The Municipal purchasing policy allows for negotiated procurement procedures when one source of supply is uniquely qualified to perform the work and also an exemption for the purchase of computer hardware and software. With Council's approval, staff can negotiate and sign a contract to purchase and implement City Wide asset management software.

Financial Implications:

The approved 2020 Budget includes an "Asset Management Implementation" project with the following funding:

2020 Capital Budget:	\$ 80,000
2020 Operating Budget	\$ 100,000
2020 FCM Grant	<u>\$ 50,000</u>
Total	\$ 230,000
 Total Project Cost	 \$ 228,100
Less: Tri-County Water portion	<u>\$ 50,182</u>
Total Municipal Cost	\$ 177,918

Policies/Legislation:

Purchasing policy AD 1.2

Report Approval Details

Document Title:	Asset Management Software Purchase - 2020-02-Administration Finance.docx
Attachments:	- PSD City Wide - Proposal.pdf
Final Approval Date:	Aug 10, 2020

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

Jana Nethercott



Municipality of West Elgin

CityWide Software Implementation & Asset Management Program
Development

Project Implementation Plan

[Click or tap to enter a date.](#)

The Public Sector Digest Inc.

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PUBLIC SECTOR DIGEST ("PSD")

NAME	TITLE	TELEPHONE	E-MAIL
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Dana Ossman	Client Support Representative	519-690-2565 Ext. 2768	dossman@psdrcs.com

PROJECT DELIVERABLES

This document contains a high-level project plan for the Client for delivering an implementation of CityWide Asset Manager and CPA. The proposed schedule, requirements and scope presented in this document are to be refined and updated as client requirements, business and operational goals, and constraints are gathered throughout the project. PSD will deliver the following items as part of the implementation of the CityWide Software Suite for the Municipality of West Elgin. The work will include the following project(s):

PHASE 1 (2020)

1. CityWide Asset Manager with GIS Viewer and Asset Collector

Asset Manager (AM) is the core module in CityWide's Enterprise Asset Management (EAM) System. It serves as one central asset database for all asset classes, providing users with a single corporate-wide source for asset information. More than just an asset register, AM powers accurate and efficient financial reporting, along with sophisticated asset management functions, including lifecycle planning, risk management, levels of service, and decision optimization. This module is fully integrated with all CityWide modules, allowing real-time data updates to flow between applications. AM allows for advanced analysis and easy reporting, in which users can create asset profiles for similar asset types, then easily generate detailed lifecycle strategies, risk matrices, and condition reports within the application. Users can also run accurate and automated TCA reports from one system. Some of the core functions of AM are listed below:

Asset Register

- ☑ Complete asset register that supports all asset classes and hierarchies
- ☑ Condition Assessments, Lifecycle Management, Risk Modelling, Decision Trees, Levels of Service, Accounting

Reporting

- ☑ Full suite of standard reports
- ☑ Rich graphing engine for presentations
- ☑ Create and save ad-hoc reports and share across the organization

Mapping

- ☑ Seamless integration with GIS to visualize assets, condition, and risk
- ☑ Easily communicate your strategies

Lifecycle Modelling

- ☑ Create profiles for each asset class to determine optimal lifecycle strategies
- ☑ Financial Planning for Sustainability
- ☑ Capital Plans, Operating Plans, Growth

Risk Management

- ☑ Industry leading risk modelling built through a dynamic user-controlled interface
- ☑ Unlimited risk classes, metrics, and weightings

Decision Support

- ☑ Based on your asset profiles project optimal funding requirements
- ☑ Project Levels of Service including condition and risk
- ☑ Project Planning

Attributes

- ☑ Unlimited development of asset attributes Develop multiple scenarios for real-time comparison
- ☑ All attributes can be used as part of your risk analysis and optimization

CityWide GIS Viewer

CityWide's GIS Viewer module allows users to visualize and directly access all the asset information stored within their asset register via a versatile mapping solution, enhancing infrastructure planning capabilities and enabling superior communication around asset management. It is designed to function as a standalone GIS system – fully integrating with CityWide's EAM modules – or together with existing client GIS solutions.

GIS Integration

The integration services will be based out of PSD's head office in London, Ontario. The integration is performed remotely, completed by leveraging screen-sharing technology. PSD will also organize discussions with the Municipality to gather the information required. If an integration to GIS is preferred, CityWide offers

a lite version of the GIS module. It serves as a repository for spatial data that is served up to an associated web-based "viewer", with potential to draw from and serve third party systems. Key design principles include an intuitive interface with high visual impact, to produce demonstrable maps while maintaining the required internal functionality that an organization needs. The viewer is designed to work together with existing client systems. The viewer integrates with the other modules and allows for viewing of asset location through the Asset Manager database. The viewer will integrate with the other modules and allows for viewing of asset location through the Asset Manager database, mapping work orders/service requests and project prioritization through filterable reporting and viewing.

Automatic Integration: CityWide has an OGC compliant GIS Viewer that can connect to existing WMS/WFS services from any compliant service. By identifying a common ID between the assets in GIS and our system, our solution can pass standard HTTP GET arguments to load our viewer with them. Our application can be modified to take such arguments (i.e. a link generated from a feature in the GIS system) to load our system directly to the related asset.

Manual Integration: The GIS files are imported automatically and show up as a point in the GIS system. Then assets are manually added to be part of the inventory listing, which would then be linked to the corresponding GIS file. Integration relies on identifying a "unique ID" or "Primary Key" that facilitates a one-to-one mapping between the two systems that are being integrated. A scheduled task will run, facilitating the integration process. This generally involves one system exporting data for the other so that it can be compared. The export is typically in the CSV format and can either contain changes since the last sync procedure, or a more complete dataset to allow an iterative comparison of field values between the two systems. Alternatively, one system may access the other's data via direct connection to a database, or via an API. Generally, APIs are preferable to use, when available. If an API is robust enough, it may be possible to facilitate virtually instantaneous updates between the two systems, if desired, thus eliminating the need for a scheduled task.

When comparing data, if conflicts are found between the two data sets, a set of rules will be followed to facilitate the updating of field values between the two datasets. Similarly, the addition/removal and other functions occur at this point. Upon completion, an "integration report" is produced to detail any outstanding conflicts or errors that occurred during the sync. The report also contains more granular details such as which specific fields/assets were impacted.

Asset Collector (CityWide Asset Manager Add-on)

Asset Collector is the newest feature of the CityWide Mobile app, which enables users to add new assets and assessed condition data to their asset database using their iOS or Android device. Capturing data in the field saves users valuable time and effort, eliminating the need to update inventories back in the office, and ensures greater data accuracy. With Asset Collector, field staff have access to more information about their assets, which improves efficiency and performance in asset management.

Core Features of Asset Collector

- ☑ Field staff can add assets directly from the CityWide Mobile map and upload visuals in real time
- ☑ Users can access rich asset data in the field, including thumbnails, condition assessment records, asset attributes and GIS information
- ☑ With an easy to use slider, field staff can quickly and accurately capture the condition of the asset in the field according to the specifications of that asset type
- ☑ CityWide Mobile functions without internet access, so field staff can still collect data using Asset Collector and then easily sync with CityWide when the internet is available
 - Asset Collector integrates seamlessly with the whole suite of CityWide modules: Once a new asset has been created, users can issue work orders tagged to the new asset using CityWide Maintenance Manager (MM)

- Staff in the office and in the field will be able to access one complete and up-to-date record of assets using CityWide Asset Manager (AM)
- CityWide GIS enables users in the field to download and view assets directly through a MAP VIEW

2. CityWide Capital Planning and Analysis

The Capital Planning and Analysis (CPA) module is a financial modeling application for asset management and lifecycle costing. CPA enables public sector organizations to capture data from their asset inventory, analyse and consolidate it, then develop unlimited scenarios in real-time, generating a series of options and long-term recommendations. This application uses the information from CityWide Asset Manager, along with revenue, reserve, and debt financial information. Variables such as Taxes, Revenue, Reserves and Debt are utilized to allow analysis of future funding requirements, sources of funds and long-term implications for the organization, thereby allowing for:

- ☒ Reserve Planning & Management
- ☒ Manage revenue sources and one-time funding
- ☒ Debt Management
- ☒ Allocation of funding to projects

CityWide CPA therefore builds and prioritizes the full lifecycle plan for maintaining and replacing any category of asset and supports the development of strategic financial plans and multi-year operating & capital plans, including growth projects.

The CPA module integrates with the Asset Manager database, importing lifecycle renewal and replacement data for all assets. It is used to derive short, medium and long-term financial plans by tracking expenditures (lifecycle renewals and capital projects) and revenues (taxes, reserves, debt). Modelling of financial scenarios allows the Municipality to prioritize projects based on risk, condition, lifecycle strategies, and location and optimize decision making by analyzing all assets and services to build coordinated projects.

3. Asset Management Policy Review and Update

For the stability of a good asset management program, it is important to establish an asset management policy that clearly states program objectives, roles, and responsibilities, and is vetted through senior management and endorsed by council. The policy becomes a guideline for employees to follow in making decisions. It provides a framework for the delegation of decision making, eliminates misunderstandings, reduces uncertainties and enable goals and objectives to be met.

The Asset Management Policy aligns the asset management strategy and objectives to the organizations strategic plan. The Policy clearly establishes asset management roles and responsibilities as endorsed by Council. The Municipality of West Elgin has already developed an Asset Management Policy to meet the first requirement of Ontario Regulation 588/17, therefore PSD will perform a review of their current Policy and make sure that it aligns with the Municipality's current asset management strategy and objectives.

4. Asset Management Maturity Assessment

It is important to gauge the current state of practice related to asset management at the Municipality of West Elgin. This assessment will allow for a thorough gap analysis to determine where the Municipality should focus its efforts to build up a strong asset management program. To facilitate this step, PSD has developed 2 methodologies: Asset Management Self-Assessment Tool (AMSAT), and a series of stakeholder interviews.

AMSAT, implemented in a survey format, relies on a series of questions across specific categories which are based on established international standards and processes and are seen as the requirements of a successful asset management program. The assessment will cover asset management methods, tools, and

practices within the Municipality of West Elgin in accordance with the established AMSAT method. Municipal staff from various departments, including Finance, and each infrastructure group, like engineering, facilities, parks, will be expected to complete this survey.

In addition to the AMSAT, additional information will be gathered through a series of in-depth meetings with key stakeholders for each asset group, including Finance, who are either directly involved or support the delivery of an asset class. The specific asset classes that will be assessed through this process will be determined by PSD and the Municipality of West Elgin at the onset of the project. The results of the AMSAT and stakeholder interviews will be compiled and reported back to the Municipality. These results will then allow PSD to compare the current state of practice within the Municipality of West Elgin with the international standards and processes which set the benchmark for a successful asset management program. The main assessment categories as part of the AMSAT are:

- ☑ **Organizational Cognizance** – Relates to the degree to which AM is both understood and prioritized by both senior management and council
- ☑ **Organizational Capacity** – High organizational capacity to undertake asset management includes adequate human resources, staff knowledge, and a cross-functional team working together
- ☑ **Infrastructure data/information** – Assesses the completeness and accuracy of all asset inventory and condition data sets
- ☑ **Asset Management Strategies** – Should establish a set of planned management activities to prioritize and optimize infrastructure programs and manage risk
- ☑ **Financial Strategies** – Assesses the completeness and sustainability of current financial strategies related to asset management
- ☑ **Level of Service** – Assesses the robustness of level of service frameworks which dictate the quality thresholds at which municipal services should be delivered to the community

The Municipality of West Elgin will be rated on its proficiency level for each category described above. The overall results and proficiency level ratings will be reported back through a formal State of Maturity Report.

5. Condition Protocols and Data Capture Tools

Municipalities need to have a clear understanding regarding the performance and condition of their assets, as all management decisions regarding future expenditures and field activities should be based on this knowledge. An incomplete understanding of an asset may lead to ill-timed failure or premature replacement. This stage involves an assessment of existing condition assessment protocols in order to develop and deliver industry standard condition assessment templates. The Municipality is also given time to use the templates to gather condition data to be incorporated into the remainder of the project. Some benefits of holistic condition assessment programs within the overall asset management process are listed below:

- ☑ Understanding of overall network condition leads to better management practices
- ☑ Prevents future failures and provides liability protection
- ☑ Establishes proactive repair schedules and preventive maintenance and rehabilitation programs
- ☑ Extends asset service life, therefore improving level of service
- ☑ Enables accurate asset reporting which, in turn, enables better decision making

Through the asset management program development process, available condition assessment protocols by asset type will be reviewed, including the cycle or continued timeline for capture of the field condition data.

PHASE 2 (2021)

1. CityWide Maintenance Manager

CityWide Maintenance Manager is a complete Computerized Maintenance Management System (CMMS) that will allow the Municipality to centralize its business functions, reduce the duplication of data, and facilitate how it manages information. The module is a web based, service request, work order, and preventative maintenance application designed to enable all departments to prioritize, schedule and track projects. The module is equipped to manage and record labour, material and equipment time and costs while the Municipality maintains its assets. Additionally, the solution enables the tracking of progress and status of all work, creation of custom processes, and scheduling of resources. The Maintenance Manager module would be used to generate, schedule and track progress and cost of work orders and service requests. Work orders can be initiated either internally or externally or can be automatically generated through user-defined preventative maintenance schedules. Users would use this module for maintenance management, fleet management and facility management.

Core Functions of Maintenance Manager

- ☑ **Service Requests:** Track front-line requests from residents related to and not related to assets.
- ☑ **Work Orders:** Take service requests and turning them into actionable work orders, tying them to assets, assign schedule and action that work to be take care of.
- ☑ **Preventative Maintenance:** Scheduling routine or regular maintenance tasks and activities.
- ☑ **Mobile App:** Allows field workers to update complete work orders and service request via tablet or mobile phone with online and offline functionality.
- ☑ **Resource costing:** Allows users to track consumable parts and materials, equipment, employee labour hours, contractor and other costs that may be incurred.
- ☑ **Reporting:** Allows the organization to leverage valuable data housed within the system. To analyze trends, resource usage, and help make informed decisions about maintenance decisions and asset management practices.

Benefits

- ☑ **Easy to Use; Configurable Architecture:** System architecture for Maintenance Manager is easy to configure - no coding required, meaning that skilled IT resources are not needed to change and add to the configuration. Once users start using the system, they can organically expand and add to their use of the software.
- ☑ **Workflow Process Control** is built into the core of system functionality – help manage flow of communications, data quality, ensuring that processes are being completed at by the right person at the right time in the right way to the right assets.
- ☑ **GIS Centric, Asset Centric:** *All components* of the program allow users to access location information of an asset and visualize it on maps and find key asset information in the Asset Manager repository.

Other Features

- ☑ **Core Customer Contacts & Properties Listing:** users can store history on service requests and work orders.
- ☑ **Inventory Management:** users are able to manage resource levels.
- ☑ **Child-Parent Work Orders:** link work orders for any dependant and subsequent activities that result from a particular work order.
- ☑ **E-Mail Notifications:** as part of workflow process control, users can highlight and be notified about key activities and statuses of work orders.
- ☑ **Role-based Permissions:** users can control settings within organizations.

Work orders can be attached directly to the assets housed within the Asset Manager Module, which the Municipality is looking into implementing. This includes mobile tools that will allow staff to capture photos, asset data and inspection information even when offline in remote areas. Recurring inspections are auto generated, and user to-do lists are viewable by individual users and their supervisors. Inspections and asset information can be collected and uploaded using mobile tools such as smartphones and tablets.

Available for the Maintenance Manager module is also a mobile application, designed for staff to access the work order system information in the field. Users can consult work order information, update calendars, complete priority work, review and complete pending tasks. The mobile application remains functional when there is no available internet connection; information is synchronized once an internet connection is available. Maintenance Manager was designed as a work order and workflow application to enable public works departments to prioritize, schedule and track projects.

Work orders can be attached directly to assets in the Asset Manager database. The system can generate automatic e-mail notifications that send work orders to assigned workers, crews or external vendors. The assigned party can update the progress and completion of the work order in the system, in the field through the mobile application, or from any desktop computer that has an internet browser. Workers can include notes, pictures and condition assessments within the work order. The Municipality also has the option to attach preventative maintenance checklists to the work order for the assigned party to complete and create additional work orders/service requests, as necessary. Additionally, Maintenance Manager allows for easy disposals, partial disposals, or additions to work orders independently without disrupting any work order history. The scope of this project includes and excludes the following items.

In Scope:

Client Business Units to be Implemented

Business Unit	Implementation Phase
Public Works	Phase 1 (PSD Resources)
Water & Wastewater	Phase 1 (PSD Resources)
Parks and Recreation	Phase 2 (* Internal Client Resources)
Fleet	Phase 2 (*Internal Client Resources)
Facilities	Phase 2 (*Internal Client Resources)
By-Law	Phase 2 (*Internal Client Resources)

Asset Classes to be Imported

AM Asset Classes	In Scope	Exists in AM Inventory	Asset Registry Build / Breakdown Required *
Road	Yes	Yes	(*Internal Client Resources)
Bridges	Yes	Yes	(*Internal Client Resources)
Water	Yes	Yes	(*Internal Client Resources)
Wastewater	Yes	Yes	(*Internal Client Resources)
Facilities	Yes	Yes	(*Internal Client Resources)
Parks	Yes	Yes	(*Internal Client Resources)
Equipment	Yes	Yes	(*Internal Client Resources)
Vehicles	Yes	Yes	(*Internal Client Resources)

*Professional services required to assist the client with re-building or disaggregating their asset registry is subject to additional PSD professional services fees.

CityWide Maintenance Manager Functions to be Implemented

Maintenance Manager Functions	In Scope?	Implementation Phase
Activity Based Work Orders	Yes	Phase 1
Asset Based Work Orders	Yes	Phase 1 & 2*
Asset Based Work Orders via Mapped Assets	Yes	Phase 1
Workflow Process Control <ul style="list-style-type: none"> Email notifications User defined attributes User defined processes 	Yes	Phase 1
Asset Based Routine Inspections	Yes	Phase 1
Service Requests	Yes	Phase 1
Customers & Properties	Yes	Phase 1
Preventative Maintenance Scheduling	No	Phase 2*
Resource Costing – Labour	No	Phase 2*
Resource Costing – Equipment	No	Phase 2*
Resource Costing – Parts & Materials	Yes	Phase 1 & 2*
Mobile App – Work Orders, Service Requests, Inspections	Yes	Phase 1 & 2
Mobile App – Patrol (Trails/Paths)	Yes	Phase 1 & 2
Mobile App – Data Collection (Condition & Attributes)	Yes	Phase 1 & 2

****“Phase 2” is for future consideration and can be implemented by the Client at any time without utilizing PSD staff for implementation support.**

Although the above modules are included and available with a standard software purchase, only items identified as part of the scope are included in the implementation and training budget for this project. The implementation project presumes that data will be provided to PSD by the Client on PSD standard Excel data collection templates. One initial load for testing purposes and one final re-load if necessary is included. Additional implementation assistance can be purchased at the applicable PSD Professional Services daily rate.

Value Added Services:

The value-added services included and not included as part of this implementation project are outlined below. Additional services can be purchased at the applicable PSD Professional Services daily rate.

Value Added Services	In Scope?
End User Training	Yes
Pre-implementation Needs Analysis	No
Custom Reporting Services	No
Customized Address Search	Yes
Customer Service Web Integration (iFrame)	Yes
Process Mapping and Improvement	No
Legacy Data Analysis & Upload	No
Asset Data analysis/disaggregation	No
3 rd Party Integration	No
Digitize Assets from Map/Ortho Photos (Park assets, Storm assets, Facilities)	No

Out of Scope:

The following items have been discussed as future offerings/consideration, but are not included as part of this initial implementation project

Out of scope Items	
1	Future need for a System Integrations has been discussed. Requirements, scope discussion and associated costs will be a separate project for consideration
2	Client Asset registry may not be fully ready for asset-based tracking of work orders. Professional services required to assist the client with re-building or disaggregating their asset registry will be a separate project for consideration or handled internally by the client.

PHASE 3 (2022)

1. CityWide Decision Support (DS)

CityWide Decision Support allows organizations to create and define various level of service scenarios from different asset intervention strategies, taking into consideration risk, performance, and lifecycle event information. CityWide DS allows for the generation of unlimited scenarios, comparing up to four simultaneous scenarios on actual available budget dollars. Because of the use of risk, performance and lifecycle information, users will be able to forecast for budgets using accurate asset information and data driven decision making, leading to long-term savings on your overall asset maintenance program.

Core Features of CityWide Decision Support

- ☑ CityWide DS uses a genetic algorithm to automatically test and compare all possible scenarios for asset event strategies, providing users with the most optimal outcome
- ☑ Customized weightings (i.e. 40% risk-60% performance) are used to prioritize the most impactful measurements for your organization
- ☑ Toggle between different graphs/outputs to communicate scenarios most clearly for your audience
- ☑ Use the maps feature to plot assets based on performance and/or risk, enabling you to see from a bird's eye view grouped assets and their performance and the changes that occur over different time periods

CityWide Decision Support Benefits

- ☑ Ensure that budget forecasts are based on concrete and accurate asset data
- ☑ Gain a comprehensive understanding of asset profiles and the impacts of various asset intervention scenarios
- ☑ Conduct ad hoc scenario comparisons (i.e. conduct a scenario on all rural road profiles given a \$1 million per year budget versus \$1 million per year plus inflation)
- ☑ Perform a quick analysis of various scenarios on all asset categories
- ☑ Ensure that decision-making is based on possible scenarios given budget parameters. DS will identify if a chosen scenario won't work based on the data provided
- ☑ Quickly and accurately produce dynamic graphs and tables to assist with communicating decision points to council, senior management, and the public
- ☑ Agile and user-friendly interface
- ☑ Continued system enhancement offered to all DS users

2. Risk Analysis and Management

PSD will develop a risk system, which will rank overall risk based on parameters that consider economic, social, environmental impacts, as well as all other available data regarding the condition of assets, known operational issues, etc.

Risk and criticality models and analysis are a key element of good asset management practices and programs. They are now recognized nationally and internationally as best practice. Through their use, an asset manager can determine which infrastructure is critical to the organization and can also rank and rate the level of business risk associated with all the infrastructure stock. This can be achieved at the organizational level, the asset category level, the individual asset level, and the asset component level. This becomes extremely useful when limited internal resources are being used to try and address a significant number of field needs or priorities.

As part of the development of this rating system, important questions will be asked and quantified. For instance, how much risk is currently associated with the delivery of infrastructure services for the

Municipality? And, what is being done to reduce or mitigate risks? The proposed risk model will quantify the first question and therefore initiate analysis and management processes to address the second question.

- ☑ A good risk model will assist with the prioritization of available resources and it will:
- ☑ Ensure vital services are available
- ☑ Prioritize and streamline inspection and condition assessment programs
- ☑ Prioritize and optimize operations and maintenance programs
- ☑ Prioritize and optimize capital budget processes and program delivery
- ☑ Ensure that available money and resources are applied to the right asset at the right time
- ☑ And will establish attainable levels of service.

Approach and Parameters:

As stated above, infrastructure needs will typically exceed available resources and therefore project prioritization parameters will be developed to ensure the right projects come forward into the short and long-range budgets for the Municipality. An important method of project prioritization is to rank each project, or each piece of infrastructure, based on how much risk it represents to the organization. As a best practice within the infrastructure industry risk has been defined by the following equation:

$$\text{RISK} = \text{PROBABILITY OF FAILURE (POF)} \times \text{CONSEQUENCE OF FAILURE (COF)}$$

The Probability of Failure (POF)

The probability of failure (POF) relates to the current state of each asset, whether they are new or old, or in excellent, good, fair or poor condition, as this is a good indicator regarding their future risk of failure. Additional parameters can also contribute to the future POF of an asset such as the average daily traffic count on specific roads within the road network. The following is a general list of parameters that are often used for POF:

- ☑ Condition data
- ☑ % of asset life consumed
- ☑ Known operational issues
- ☑ Other parameters contributing to asset deterioration (e.g. traffic counts, soil types)

The Consequence of Failure (COF)

The consequence of failure relates to the magnitude, or overall effect, that an asset's failure will cause. For instance, a small diameter water main break in a subdivision may cause a few customers to have no water service for a few hours, whereby a large trunk water main break outside a hospital could have disastrous effects and would be a front-page news item. The COF parameters should address the economic, social and environmental impacts of asset failure in order to fully quantify the overall risk to the organization. The summary of these impacts are as follows:

- ☑ Economic – the impact of the asset's failure on financial resources
- ☑ Social – the impact of the asset's failure to the general population & society
- ☑ Environmental – the impact of the asset's failure on the environment.

The following is a general list of parameters that are often used for COF:

- ☑ **Economic (cost of rehabilitation or replacement)**
 - ✓ Asset type (e.g. road or pipe material)
 - ✓ Asset size (e.g. number of road lanes or pipe diameter)
 - ✓ Overall replacement cost
- ☑ **Social (number of people or critical services affected)**
 - ✓ Land Use (e.g. industrial, commercial, residential)
 - ✓ Bus / truck / emergency route
 - ✓ Asset carrying capacity (e.g. traffic counts, pipe diameter)
- ☑ **Environmental (impact to the environment)**
 - ✓ Proximity to water bodies
 - ✓ Proximity to environmentally sensitive areas
 - ✓ Asset carrying capacity (e.g. traffic counts, pipe diameter)

Risk Ranking

Evidently, the accuracy of a risk ranking for an asset will be reliant on the accurate assessment of the probability of failure and the consequence of failure. The reliability of both will depend on the level of assessment and data and the data or expert knowledge applied to support the analysis. A risk value is derived once a consequence of failure and probability of failure value is computed. PSD will use a risk matrix to group the assets in their respective risk groups.

Consequences	5	Minor	Moderate	Major	Severe	Severe
	4	Insignificant	Minor	Moderate	Major	Severe
	3	Insignificant	Minor	Minor	Moderate	Major
	2	Insignificant	Insignificant	Minor	Minor	Moderate
	1	Insignificant	Insignificant	Insignificant	Insignificant	Minor
		1	2	3	4	5
		Probability				

The collected data from assets will be loaded into the CityWide system, to make use of the probability of failure and consequence of failure parameters to create Risk Ratings for each asset category. Below is an example of the risk rating of an asset and all the information on its POF x COF.

The overall risk shown through the Risk Rating speaks to the priority of the asset over others. The Citywide risk rating is obtained from the probability x consequence of failure. The probability of failure will be heavily weighted from the overall condition rating (condition inspection information), whereas consequence of failure may bring in various factors to show the impact of failure. These factors could be cost, the type of material, traffic count, road class, etc. All factors together will form the overall health result.

CityWide
Home > AM > Inventory > Asset 30529 - Vollmer Complex - 2121 Laurier Pky

Save
Summary
Details
Attributes
Notes
Attached Files
Insurance/Warranty
Valuation
Amortization
Adjustment Summary
Additions
Full Disposals
Partial Disposals
Writedowns
Transfers
Overrides
Profile
Replacement Cost
Condition
Risk
Strategy
Decision Tree
Works
Work Orders
PM Events
Usage
Manage
Asset Log

Probability of Failure
Automatic

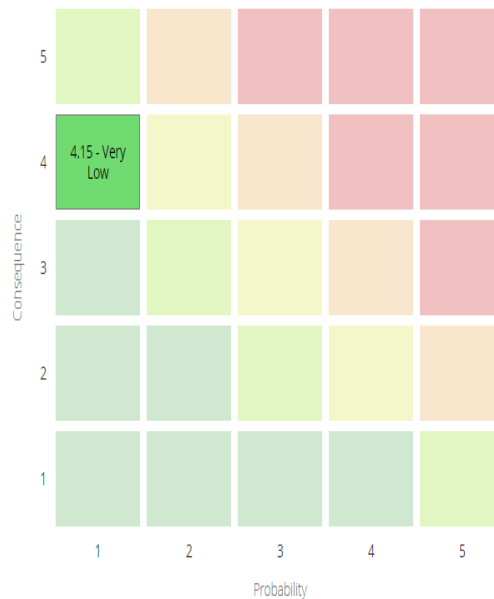
Field	Value	Risk Level	Weight (%)	Score	Weighted Total
Condition	4.05	1 - Rare	70%	0.70	0.70
Service Life Remaining (Years)	40 Years 6 Months	1 - Rare	30%	0.30	0.30
Probability of Failure Total:					1 - Rare

Consequence of Failure
Automatic

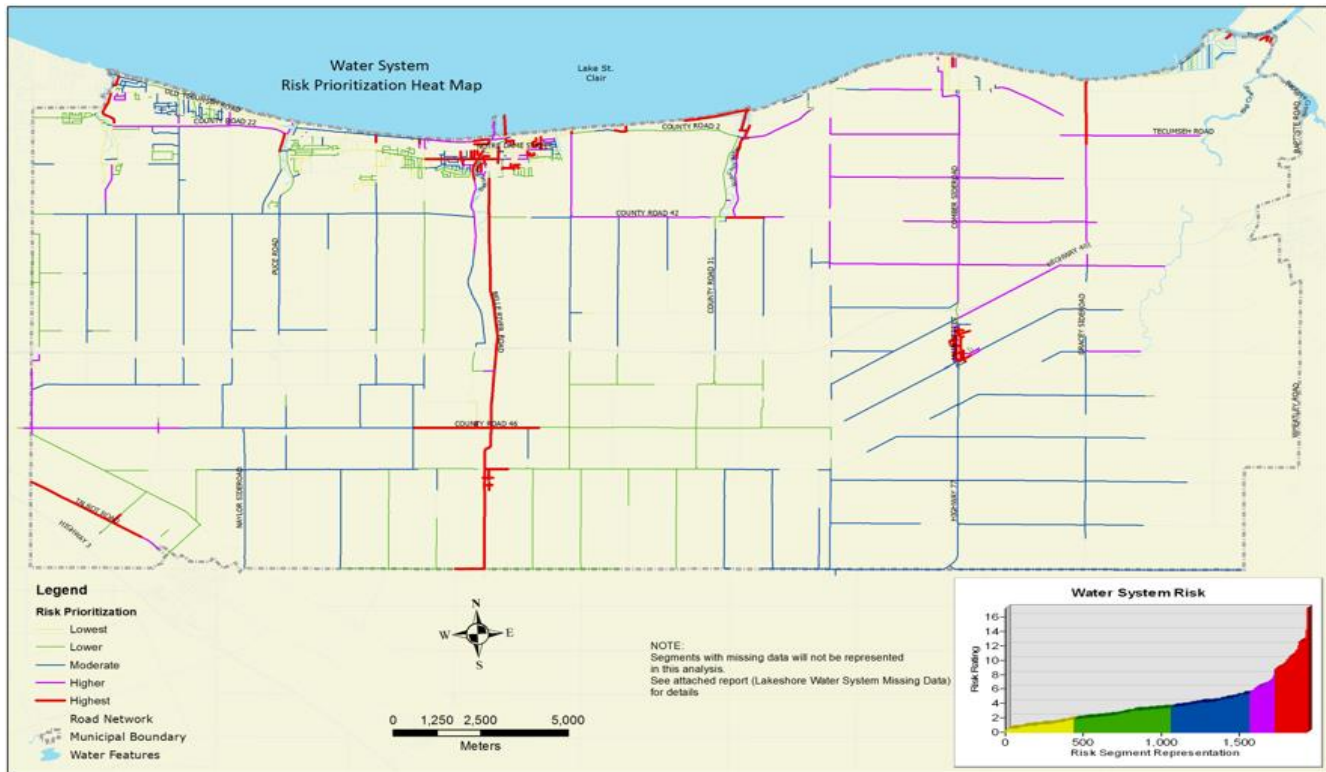
Economic - Weight: 100%

Field	Value	Risk Level	Weight (%)	Score	Weighted Total
COF - Health and Safety	Severe - Potential for death or multiple death with probably permanent disabilities.	5 - Severe	24%	1.20	1.20
COF - Environmental	Severe - Major long-term (+5 years) or permanent widespread damage to the environment.	5 - Severe	19%	0.95	0.95
COF - Financial	Medium - Cost of Reactive response and replacement is over 110% to 125% of proactive replacement or Increase in cost to providing service is over \$610	3 - Moderate	19%	0.57	0.57
COF - Legal & Regulatory	Medium - Possible prosecution by public groups or Agencies.	3 - Moderate	19%	0.57	0.57
COF - Reputation & Image	High - Criminal charges against Senior staff or a Public official. Calls for public inquiry and/or change of a Senior official.	4 - Major	9.5%	0.38	0.38
COF - Service Interruption	Severe - City-wide service disruption: Over 5,000 people affected service interruption over 30 days	5 - Severe	9.5%	0.48	0.48
Economic Total:					4.15
Consequence of Failure Total:					4.15 - Major

- Risk Rating (Probability * Consequence)



The map below represents an example of the results of a Risk Model we developed for a water distribution network.



3. Levels of Service Framework Development

Desired levels of service are high-level indicators, comprising many factors, as listed below that establish defined quality thresholds at which municipal services should be supplied to the community. They support the organization's strategic goals and are based on customer expectations, statutory requirements, standards, and the financial capacity of the municipality to deliver those levels of service. They typically involve a review of Strategic and Corporate Goals; Legislative Requirements; Expected Asset Performance; Community Expectations, and, Availability of Finances. Levels of service are used:

- ☑ To inform customers of the proposed type and level of service to be offered
- ☑ To identify the costs and benefits of the services offered
- ☑ To assess suitability, affordability, and equity of the services offered
- ☑ As a measure of the effectiveness of the AMP
- ☑ As a focus for the AM strategies developed to deliver the required level of service

A level of service framework will be developed for each asset class through a review of the key factors involved in the delivery of that service, and the interactions between those factors. In addition, key performance metrics will be developed for them to be tracked over an annual cycle to gain a better understanding of the current level of service supplied. For each asset class, the following Levels of Service Frameworks will be developed:

- ☑ Detailed models – Roads, Bridges, Water (Linear), Wastewater (Linear), Storm (Linear), Parks, Facilities
- ☑ High-level models – Fleet, Equipment

PROJECT BUDGET

Professional Services				
Service		Phase 1 2020	Phase 2 2021	Phase 3 2022
CityWide Asset Manager with GIS Viewer & Asset Collector	License	\$12,500.00	x	x
	Implementation	\$19,200.00		
	Annuity	\$6,900.00		
CityWide Capital Planning and Analysis	License	\$8,500.00	x	x
	Implementation	\$15,000.00		
	Annuity	\$2,900.00		
Asset Management Policy Review and Update		N/C	\$	x
Best Practice Asset Management Workshop		\$3,000.00		
Asset Management Maturity Assessment		\$17,000.00	\$	x
Conditions Assessment Protocols - CW Asset Manager		\$15,000.00		
Asset Management Plan Services (Training and Services to support building the AMP into CWAM, CPA) (7 days)		\$10,000.00		
CityWide Maintenance Manager	License	x	\$19,500.00	x
	Implementation		\$32,000.00	
	Annuity		\$11,500.00	
CityWide Decision Support	License	x	x	\$
	Implementation			\$
	Annuity			\$
Risk Management and Analysis		x	12,800.00	\$12,800.00
Levels of Service Framework Development		x	x	\$29,500.00
TOTAL		\$110,000	\$75,800.00	\$42,300.00



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-08-13
Subject: Elgin County Mandatory Face Covering By-law No. 20-38

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Elgin County Mandatory Face Covering By-law No. 20-38; and

That West Elgin Council hereby supports Elgin County By-law 20-38, being a by-law to temporarily require the use of face coverings and related health protection measures within enclosed public spaces during the COVID-19 Pandemic, in support of the Letter of Instruction issued on July 30th, 2020 by the Medical Officer of Health.

Purpose:

This report is to provide Council with information on a mandatory face covering by-law enacted by Elgin County and how this affects West Elgin.

Background:

On July 13, 2020, following the implementation of Phases 1 and 2, the Province announced Phase 3 with the reopening of businesses and services to the public commencing July 17, 2020. To support continued positive efforts and outcomes in Elgin County through Phase 3, on July 30th, 2020 the Southwestern Public Health Medical Officer of Health issued a Letter of Instruction for all businesses in Oxford County, Elgin County and the City of St. Thomas to mandate face coverings in enclosed public spaces.

As noted in the Medical Officer of Health's Letter of Instruction, municipal partners and Southwestern Public Health will take an "education-first" approach, however individuals and corporations who are non-compliant may face fines.

The instruction took effect at 11:59 p.m. on July 30th and includes a one-week grace period to allow businesses time to prepare. Businesses are required to develop two (2) policies: one that requires that face coverings be worn while in enclosed spaces and a second that focuses on physical distancing, face coverings when physical distancing is not possible, enhanced cleaning and disinfecting, and requiring staff to stay home while advising they be tested for COVID-19. Policies must be in place by 12:00 a.m. on August 6th. The letter of instruction is in place until further notice is received from Southwestern Public Health.

The Medical Officer of Health recommends that municipalities pass bylaws for a consistent approach to face coverings across the region. The City of St. Thomas, County of Elgin, Town of Aylmer, and Elgin's six (6) other constituent municipalities have endeavoured, as much as

possible, to coordinate and align on the implementation of all related actions, consistent with the shared Public Health and Medical Officer of Health oversight for the City and the County.

A Mandatory Face Covering By-Law was drafted by the County Solicitor and was presented to Elgin County Council on August 6, 2020. County Council endorsed this by-law. By enacting this by-law at the County level, it provides the opportunity for a consistent message to Elgin County residents and allows for local municipalities to take enforcement action and streamline any prosecution. This by-law does not prevent local municipalities from enacting their own by-law with regard to face coverings.

By passing a resolution of support for the Elgin County By-law West Elgin does not need to pass their own by-law.

Financial Implications:

Enforcement of this by-law is a new responsibility for local by-law enforcement officer and charges laid under this by-law would be heard by the Provincial Offences Court, operated by the County of Elgin on behalf of the municipalities.

Policies/Legislation:

Municipal Act, 2001

CORPORATION OF THE COUNTY OF ELGIN

BY-LAW NO.: 20 – 38

Being a By-Law to temporarily require the use of face coverings and related health protection measures within enclosed public spaces during the COVID-19 Pandemic

WHEREAS on March 17, 2020, an emergency was declared by the Government of Ontario (“Province”) pursuant to Order in Council 518/2020 under section 7.0.1 of the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 (“EMCPA”) in response to the outbreak of COVID-19;

AND WHEREAS on March 21, 2020 an emergency was declared by the Corporation of the County of Elgin (“Elgin”) pursuant to section 4 of the EMCPA in support of the Province’s efforts to contain the spread of COVID-19;

AND WHEREAS health authorities at the Federal and Provincial level have recommended that persons wear face coverings in public where physical distancing cannot be maintained;

AND WHEREAS the wearing of face coverings may act as one component of an overall COVID-19 health protection strategy, of which frequent hand-washing, hand sanitization, and maintaining a safe physical distancing are also important components;

AND WHEREAS on July 30, 2020, the Medical Officer of Health of Southwestern Public Health (“Medical Officer of Health”) issued a Letter of Instructions pursuant to O. Reg. 364/20 to the *Reopening Ontario (“A Flexible Response to COVID-19”) Act*, S.O. 2020, c. 17, as amended (and formerly a regulation to the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended) requiring businesses and organization open to the public in, among other places, the County of Elgin to have in place and implement policies requiring health protection measures, including the wearing of face coverings by all persons therein, within the premises owned and operated by such businesses and organizations;

AND WHEREAS because physical distancing is impossible to guarantee in enclosed public spaces, the Medical Officer of Health has advised that such health protection measures are a necessary, recognized, practicable, and effective method to limit the spread of COVID-19 and thereby help protect the health, safety, and well-being of the residents of the County;

AND WHEREAS the Medical Officer of Health advises that in addition to reducing the spread of COVID-19, the said health protection measures are likely to reduce anxiety and contribute positively to economic wellbeing;

AND WHEREAS Elgin County Council is desirous to enact a by-law to require mandatory face coverings in enclosed spaces that are accessible to the public to help contain the spread of COVID-19;

AND WHEREAS subsection 8(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25 (“*Municipal Act, 2001*”) provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 11(2) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, authorizes an upper tier municipality to pass by-laws with respect to, among other things, economic, social and environmental well-being of the municipality, the health, safety, and well-being of persons, and the protection of persons and property, including consumer protection;

AND WHEREAS subsections 425(1) and 429(1) of the *Municipal Act, 2001* authorize a municipality to pass by-laws providing that a person who contravenes a municipal by-law is guilty of an offence and to establish a system of fines for offences under a by-law;

AND WHEREAS subsection 436(1) of the *Municipal Act, 2001* provides that a municipality has the power to pass by-laws providing that the municipality may enter on land at any reasonable time for the purpose of carrying out an inspection to determine whether or not a by-law passed under the *Municipal Act, 2001* is being complied with;

AND WHEREAS subsection 444(1) of the *Municipal Act, 2001* authorizes a municipality to make an order requiring the person who contravened a by-law, caused or permitted the contravention, or the owner or occupier of the land on which the contravention occurred, to discontinue the contravening activity;

NOW THEREFORE the Municipal Council of the Corporation of the County of Elgin enacts as follows:

Definitions

1. The following definitions apply to the text of this By-Law:

- (a) “Elgin” shall mean the Corporation of the County of Elgin.
- (b) “Face Covering” means a medical mask or non-medical mask or other face covering such as a bandana, scarf, or cloth (including hijab and niqab) that covers the wearer’s nose, mouth and chin, without gaping, to limit the transmission of respiratory droplets. Plastic face shields do not meet the definition of Face Covering for the purposes of this By-law, though they may be used in addition to a Face Covering.
- (c) “Employee” means an employee, worker, volunteer, student, or contractor of the establishments set out in subsection 1.(c) of this section.
- (d) “Enclosed Public Space” means the indoor areas of any building or vehicle as part of the following establishments within those parts of Elgin to which this By-Law applies and that are open or accessible to the public:
 - a. Stores and other establishments that sell or offer to sell food, beverages, consumer products, vehicles, equipment or other goods;
 - b. Restaurants, bars and other establishments that sell or offer to sell food or drink to the public for on-site consumption or take-out, with the exception of the patrons while consuming food and drinks in the seating areas therein;
 - c. Establishments that offer to provide services, including but not limited to professional, counselling, personal care, funeral home, transportation, repair and rental services, to the public, with the exception of services related to child care and day camps, care for the elderly and persons with disabilities;
 - d. Shopping malls and plazas;
 - e. Lobby areas of commercial buildings;
 - f. Hotels and motels, with the exception of the rented rooms therein;
 - g. Laundromats;
 - h. Concert venues, theatres and cinemas;
 - i. Fitness centres, gyms or other recreational and sports facilities;
 - j. Real-estate open houses;
 - k. Museums, galleries, historic sites and similar attractions;
 - l. Places of worship;
 - m. Mechanics’ shops, garages and repair shops;
 - n. Indoor farmers’ markets and flea markets;
 - o. Indoor premises of gas stations;

- p. Convenience stores;
- q. Municipal buildings owned or operated by Elgin or any lower tier municipality located therein;
- r. Municipally operated or contracted conventional or specialized transit vehicles for transporting passengers, including such vehicles owned or operated by Elgin or any lower tier municipality located therein;
- s. Commercial transportation vehicles for transporting passengers, including taxis, limousines, buses or rideshare agencies.

For greater certainty, waiting areas, lobbies, service counters, washrooms, hallways, stairwells and elevators are included in the definition of Enclosed Public Space if they are open to the general public.

For additional greater certainty, the following places shall not be included in the definition of Enclosed Public Space:

- a. Universities, College and Schools;
 - b. Child care centres and providers;
 - c. Day camps;
 - d. Indoor spaces that are owned or operated by or on behalf of the Provincial or Federal Government; and
 - e. Hospitals, independent health facilities and offices of regulated health professionals.
- (d) “Enclosed Employee Space” means spaces within the establishments set out in subsection 1.(c) of this section which are accessible by employees of such establishments and are not accessible to the public.

Application

- 2. This By-Law shall apply to all lands and premises and regulated activities as described herein and undertaken within the territorial limits of the County of Elgin, save and except for those lands and premises and described activities undertaken within the territorial limits of the City of St. Thomas, the Town of Aylmer and/or the Municipality of Dutton Dunwich.

Mandatory Health Protection Measures

- 3. (a) Every person within an Enclosed Public Space shall wear a Face Covering.
- (b) A “person” in subsection 2.(a) of this section shall include any occupant within an enclosed public space and shall include, but not be limited to, any owner, operator, employee, volunteer and worker in the enclosed public space and any customer, patron or other visitor in the enclosed public space but shall not include any of the following:
 - a. Children under 2 years of age;
 - b. Children either chronologically or developmentally under 5 years of age who refuse to wear a Face Covering and cannot be persuaded to do so by their parent or guardian;
 - c. Persons who are unable to wear a Face Covering as a result of a medical condition (for example, due to breathing difficulties, cognitive difficulties, hearing or communication difficulties);
 - d. Persons engaged in a sport or other strenuous physical activity for whom wearing a Face Covering would inhibit breathing or be physically impracticable;

- e. Persons who cannot wear or remove a Face Covering without assistance, including persons accommodated under the *Accessibility for Ontarians with Disabilities Act (AODA)*, 2005, S.O. 2005, c. 11, as amended, or who are protected under the *Ontario Human Rights Code*, R.S.O. 1990, c. H. 19, as amended;
 - f. A person while assisting or accommodating another person with a hearing disability; and
 - g. A person while consuming food or drink as part of a religious activity within a place of worship.
- (c) No person shall be required to provide proof of any of the exemptions set out in subsection 2.(b) of this section.
- (d) A person who is required to wear a Face Covering in an Enclosed Public Space may remove such Face Covering temporarily to access services provided by the business or organization where it is reasonably required to do so.
- (e) Every person who is the owner or operator of an Enclosed Public Space shall prepare a policy providing that no person is permitted to enter such Enclosed Public Space unless they are wearing a Face Covering, and requiring Employees of such owner or operator to provide verbal reminders of this By-law to all persons entering the Enclosed Public Space without a Face Covering or who unreasonably remove their Face Covering. Employees of such owner or operator shall be trained to implement and abide by the policy.
- (f) Every person who is the owner or operator of an Enclosed Public Space shall post legible and clearly visible signage conspicuously at all entrances to the Enclosed Public Space containing the following text:

STOP

Protect each other

Wear a face covering to cover your nose, mouth and chin

Required by the Face Covering By-Law

Does not include children under the age of 2 or those
who are unable to wear a face covering as a result
of a medical condition or disability.

or alternatively, signage designed and issued by Southwestern Public Health in respect of mandatory face covering in enclosed public spaces.

- (g) Every person who is the owner or operator of an Enclosed Public Space shall ensure the availability of alcohol-based hand rub (60% alcohol or higher) at all entrances and exits.
- (h) Every person who is an employer to whom this By-Law applies and whose Employees are required to or may be inside an Enclosed Employee Space in the course of their employment, shall prepare a policy respecting the use of Enclosed Employee Spaces by Employees, which shall include the following:
 - a. The requirement that Employees practice physical distancing of 2 meters between one another;
 - b. The requirement that Employees wear Face Coverings where physical distancing is not possible;
 - c. Routine screening of Employees for COVID-19 symptoms, and the requirement that those with symptoms stay home and are advised to be tested for COVID-19;

- d. Promotion of proper hand hygiene and cough and sneeze etiquette; and
- e. Procedures for enhanced cleaning and disinfecting of surfaces.

Such employers shall ensure that all Employees are trained to implement and abide by the policy.

- (i) Employees working in Enclosed Public Spaces are not required to wear a Face Covering where sufficient barriers are provided to protect such Employees from close contact with members of the public. A sufficient barrier consists of a solid surface such as glass or plexiglass that forms a barrier between Employees and members of the public. Barriers that allow for potential exposure and transmission because they allow members of the public to be within unobstructed reach of employees do not provide complete separation will not be considered sufficient, and in such situations, Employees are required to wear Face Coverings.
- (j) For the purposes of subsections 2. (e), (f), (g), (h) and (i) of this section, a “person” who is an “owner”, “operator” or “employer” shall include, but not be limited to, a corporation.

Administration, Inspection, and Enforcement

4. This By-Law may be enforced by an Officer, which shall include,
 - (a) a police officer;
 - (b) a by-law enforcement officer appointed by Elgin;
 - (c) a by-law enforcement officer contracted by Elgin for enforcement of by-laws enacted by Elgin;
 - (d) a by-law enforcement officer or agent appointed or contracted by any lower tier municipality located within Elgin the territorial limits of the City of St. Thomas and/or the Town of Aylmer; and
 - (e) such other person as designated from time to time by Elgin.
5. An Officer may enter on land or buildings at any reasonable time and in accordance with the conditions set out in sections 435 and 437 of the *Municipal Act, 2001* for the purpose of carrying out an inspection to determine whether or not the following are being complied with:
 - (a) an order or other requirement made under this By-Law; or
 - (b) an order made under section 431 of the *Municipal Act, 2001*.
6. An Officer, for the purposes of the inspection under section 5 and in accordance with the conditions set out in section 436 of the *Municipal Act, 2001*, may:
 - (a) require the production for inspection of documents or things relevant to the inspection;
 - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
 - (c) require information in writing or otherwise as required by an officer from any person concerning a matter related to the inspection; and
 - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purposes of the inspection.
7. An Officer may undertake an inspection pursuant to an order issued by a provincial judge or justice of the peace under section 438 of the *Municipal Act, 2001*, in accordance with the

conditions set out in that section, where they have been prevented or is likely to be prevented from carrying out an inspection under section 5.

8. Any person, owner or operator who contravenes any provision of this By-Law is guilty of an offence and upon conviction is liable to a fine and such other penalties as provided for by the *Provincial Offences Act*, R.S.O. 1990, Chapter P. 33, as amended.
9. Upon conviction of an offence under this By-Law, a person, owner or operator shall be liable to a fine in accordance with section 429 of the *Municipal Act, 2001*, as follows:
 - (a) a minimum of \$500 and a maximum fine of \$100,000;
 - (b) in the case of a continuing offence, for each day or part of a day that the offence continues, a minimum of \$500, and a maximum fine of \$10,000, and the total of all fines for each included offence is not to limited to \$100,000; and
 - (c) in the case of a multiple offence, for each offence included in the multiple offence, a minimum fine of \$500, and a maximum fine of \$10,000, and the total of all fines for each included offence is not limited to \$100,000.
10. Where a person or operator has been convicted of an offence, the court in which the conviction has been entered and any court of competent jurisdiction thereafter may, in addition to any other remedy and to any penalty imposed by this By-Law, make an order
 - (a) prohibiting the continuation or repetition of the offence by the person or operator convicted; and
 - (b) requiring the person or operator convicted to correct the contravention in the manner and within the period that the court considers appropriate.
11. An offence under this By-Law may constitute a continuing offence or a multiple offence as set out in the *Municipal Act, 2001*.

General

12. This By-Law shall not be interpreted so as to conflict with a provincial or federal statute, regulation or instrument of a legislative nature, including an order made under the EMCPA or the HPPA.
13. If a court of competent jurisdiction declares any provision or part of a provision of this By-Law invalid, the provision or part of a provision is deemed severable from this By-Law and it is the intention of Council that the remainder of this By-Law shall continue to be of full force and effect.
14. This By-Law may be cited as the “Face Covering By-Law”.
15. This By-Law comes into force and effect on August 6, 2020 at 11:59 p.m. and shall remain in effect until the earlier of December 31, 2020, or until such time as O. Reg. 364/20, being Rules for Areas in Stage 3, originally made under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9, as amended, and continued under *The Reopening Ontario (“A Flexible Response to COVID-19”) Act*, S.O. 2020, c. 17, as amended, is revoked.

READ A FIRST, SECOND, AND THIRD TIME and finally passed this 6th day of August, 2020

David Mennill, Warden

Julie Gonyou, Clerk



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-08-13
Report: 2020-11
Subject: 2020 YTD Financials as of June 30 2020

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer entitled 2020 YTD Financials as of June 30, 2020 for information only.

Purpose:

The financial results for the fiscal period ending June 30th, 2020 are provided in the attached report. The 2020 budget, as passed by Council, is included for comparison.

Please note that it is difficult to determine the year-end financial position for several reasons including.

1. Supplementary taxes, write offs, County and School Board levies and payments are not budgeted for and will not be finalized until closer to year-end;
2. Levy payments are made to County and School Boards quarterly;
3. Interim tax revenues are recorded at 100% and allocated to County and School Boards when final taxes are levied in September;
4. Some asset and liability accounts are not reconciled until year end;
5. Some expense account postings are not allocated until year end, i.e. postage, fuel, administration fees, etc.
6. Capital entries, including reserve allocations are prepared at year end.
7. Year-end adjustments and audit entries are completed at year end.

Based on review of the report, at this point in time there are not any significant concerns with the 2020 finances. Several notes and comments have been included in the report to explain some of the variances and items that may lead to questions.

Report Approval Details

Document Title:	2020 YTD Financials as of June 30, 2020 - 2020-03-Administration Finance.docx
Attachments:	- 2020 Financials as of June 30 2020.pdf
Final Approval Date:	Aug 11, 2020

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

Jana Nethercott

Municipality of West Elgin

Statement of Financial Position

As of June 30, 2020

	2020 Actuals	2020 Budget	Description
Municipal Revenue			
01-6000-6001 TAX LEVY	- 4,100,651.00	- 3,559,092.46	
01-6000-6041 LOCAL IMPROVEMENTS - Drains & Water Lines	- -	40,520.60	
01-6000-6050 PIL - COMMERCIAL	- -	58,000.00	
01-6100-6101 TAX CERTIFICATES	- 4,080.00	- 9,500.00	
01-6100-6102 PHOTOCOPIES	- 50.00	- 100.00	
01-6100-6103 911 SIGNS	- 150.00	- 100.00	
01-6100-6104 BURIAL PERMITS	- 650.00	- 900.00	
01-6100-6105 MARRIAGE LICENCES	- 880.00	- 3,800.00	Marriage ceremony cancellations due to COVID-19
01-6100-6106 PARKING TICKETS - ELGIN CTY	- -	25,000.00	
01-6100-6107 YACHT CLUB-SEWAGE AGREEME	- 2,500.00	- 2,500.00	
01-6100-6108 MISC - NSF CHEQUES-MAPS-	- 70.88	- 500.00	
01-6100-6110 INTEREST	- 61,693.31	- 62,000.00	Additional \$7K earned on Drains recently completed.
01-6100-6111 TAX - PENALTY & INTEREST - CURRENT	- 1,248.60	- 39,000.00	lost revenue due to COVID-19
01-6100-6112 TAX - PENALTY & INTEREST - PREVIOUS	- 32,540.91	- 71,000.00	lost revenue due to COVID-19
01-6100-6120 ADMINISTRATION FEES	- -	11,000.00	Allocation done at year-end
01-6100-6121 REPRINT OF TAX/WATER BILL	- 450.00	- 700.00	
01-6100-6190 REBATES	- 3,042.37	- 4,000.00	WSIB
01-6100-6200 GRANT - OMPF	- 919,300.00	- 1,838,600.00	Received QTR 01 & 02
01-6100-6204 GRANT - OCIF	- 75,274.00	- 225,658.00	
01-6100-6205 GRANT - Ontario Cannabis	- -	15,000.00	Possibility of funding in 2020, no communication received since August-2019
01-6100-6206 GRANT - CANADA DAY	- -	5,000.00	Cancelled due to COVID-19
01-6100-6208 GRANT - SUMMER STUDENT	- -	-	TBD
01-6100-6209 GRANT - MODERNIZATION	- 15,000.00	-	Awaiting final documentation to receive remaining \$5K
01-6100-7900 TRANSFER TO RESERVES	- -	225,658.00	
	-\$ 5,217,581.07	-\$ 5,746,313.06	

	2020 Actuals	2020 Budget	Description
Council			
01-7000-7400 WAGES	34,139.89	72,589.84	up to June 30, 2020
01-7000-7401 CPP EXPENSE	460.41	1,531.20	
01-7000-7403 EHT EXPENSE	665.73	1,415.54	
01-7000-7440 CONFERENCES/SEMINARS/MEETINGS	5,618.49	14,000.00	
01-7000-7442 MILEAGE	1,373.63	3,500.00	
01-7000-7443 MEALS	333.69	1,000.00	
01-7000-7444 RECOGNITION AWARD	1,819.31	7,000.00	
01-7000-7447 ELECTION EXPENSE	1,437.36	1,461.80	
01-7000-7660 OTHER SUPPLIES	1,810.72	3,500.00	
	\$ 47,659.23	\$ 105,998.38	
Administration			
01-7010-7400 WAGES	164,904.33	454,410.02	
01-7010-7401 CPP EXPENSE	6,816.83	18,176.40	
01-7010-7402 EI EXPENSE	2,542.12	9,088.20	
01-7010-7403 EHT EXPENSE	2,689.44	9,088.20	
01-7010-7404 WSIB	3,930.74	13,632.30	
01-7010-7405 LIFE INSURANCE	1,558.48	4,544.10	
01-7010-7406 BENEFITS EXPENSE	9,859.84	31,808.70	
01-7010-7407 OMERS EXPENSE	16,669.01	45,441.00	
01-7010-7408 POST RETIREMENT BENEFITS	602.57	-	budgeted in 01-7010-7406, seperated for transparency
01-7010-7411 COVID-19	26,412.90	-	see detail
01-7010-7415 TRAINING	-	10,000.00	
01-7010-7430 WAGES TRANSFER-IN	28,079.31	-	
01-7010-7431 WAGES TRANSFER OUT	- 2,467.06	-	Cost directly related to COVID-19
01-7010-7440 CONFERENCES/SEMINARS/MEETINGS	-	6,500.00	
01-7010-7441 MEMBERSHIPS & DUES	5,288.48	5,000.00	
01-7010-7442 MILEAGE	21.80	2,500.00	
01-7010-7443 MEALS	-	500.00	
01-7010-7445 GRANTS/DONATIONS	2,185.84	40,000.00	see details
01-7010-7446 Staff Recruitment	43.90	5,000.00	
01-7010-7449 ASSET MANAGEMENT	-	5,000.00	
01-7010-7450 HEALTH & SAFETY	103.15	1,000.00	
01-7010-7451 MARRIAGE LICENSE	960.00	500.00	Certificates
01-7010-7452 BOOT & CLOTHING ALLOWANCE	-	2,000.00	
01-7010-7470 911 EMERGENCY	2,374.87	3,000.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7010-7601 PHONE & INTERNET	2,593.81	5,000.00	
01-7010-7602 SOFTWARE LICENSE	21,391.52	25,000.00	Microsoft, Esolutions, Keystone, Antivirus
01-7010-7610 EQUIPMENT LEASES	759.95	1,824.00	
01-7010-7611 EQUIPMENT MAINTENANCE	2,360.98	5,000.00	
01-7010-7613 EQUIPMENT PURCHASE	-	25,000.00	Hardware for point to point connection was purchased
01-7010-7618 SUBSCRIPTIONS	254.40	2,000.00	
01-7010-7650 OFFICE SUPPLIES	3,742.39	10,000.00	
01-7010-7651 POSTAGE & COURIER	10,234.22	10,000.00	Reallocation of postage done at year-end
01-7010-7652 ADVERTISING	1,407.13	1,000.00	
01-7010-7653 BANK CHARGES	2,160.42	4,000.00	
01-7010-7675 LEGAL	14,917.90	30,000.00	
01-7010-7676 AUDIT	-	25,000.00	
01-7010-7677 CONSULTING SERVICES	25,080.32	50,000.00	
01-7010-7678 SPECIAL PROJECTS - Surplus Lands	-	5,000.00	
01-7010-7680 CONTRACTED SERVICES	2,600.08	15,000.00	
01-7010-7681 ASSET MANAGEMENT	-	95,000.00	
01-7010-7699 BILLABLE	7,061.07	-	
01-7010-7901 TRANSFER FROM RESERVES	- -	245,000.00	
01-7010-8001 CAPITAL - WEBSITE DEVELOPMENT	17,923.59	-	2019 project, transfer from reserves
01-7010-8003 CAPITAL - ASSET MANAGEMENT SOFTWARE	-	80,000.00	In progress, awaiting Council's approval
01-7010-8004 CAPITAL - SECURITY CAMERAS	-	10,000.00	Deferred to 2021
01-7010-8005 CAPITAL - KEYLESS ACCESS CONTROL	-	35,000.00	Deferred to 2021
	\$ 385,064.33	\$ 856,012.92	

Municipal Buildings

01-7011-6321 GRANTS - Accessibility Improvement	-	847.50	-	
01-7011-6322 BACK ST LOT (BELL)RENT	-	7,500.00	-	7,500.00
01-7011-7400 WAGES		2,911.88		12,000.00
01-7011-7401 CPP EXPENSE		12.25		240.00
01-7011-7402 EI EXPENSE		64.43		240.00
01-7011-7403 EHT EXPENSE		56.79		240.00
01-7011-7404 WSIB		82.99		360.00
01-7011-7415 Training		-		100.00
01-7011-7431 WAGES TRANSFER OUT	-	-	-	6,000.00
				Rodney Library allocation done at year-end
01-7011-7500 HYDRO		1,522.40		4,500.00
01-7011-7501 GAS		1,425.90		2,000.00
01-7011-7502 WATER		70.50		1,200.00

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7011-7510 INSURANCE	37,743.84	37,743.84	
01-7011-7515 BUILDING REPAIRS & MAINTENANCE	2,641.99	1,000.00	Lowering counter tops \$1500.00 MTO covered 50%
01-7011-7516 JANITORIAL	1,192.51	3,000.00	
01-7011-7520 GROUNDS MAINTENANCE	-	200.00	
01-7011-7900 TRANSFER TO RESERVE	-	50,000.00	
01-7011-7901 TRANSFER FROM RESERVES	- -	300,000.00	
01-7011-8000 CAPITAL - MUNICIPAL OFFICE ROOF & CEILING REPA	-	300,000.00	
	\$ 39,377.98	\$ 99,323.84	

Old Town Hall

01-7012-7500 HYDRO	794.03	500.00	
01-7012-7501 GAS	981.60	500.00	
01-7012-7502 WATER	24.88	-	
01-7012-7510 INSURANCE	1,696.00	1,696.00	
01-7012-7515 BUILDING REPAIR & MAINTENANCE	86.61	2,000.00	
01-7012-7677 CONSULTING SERVICES	2,150.00	2,150.00	
01-7012-7901 TRANSFER FROM RESERVES	- -	650,000.00	
01-7012-8000 CAPITAL - BUILDING RENOVATIONS	-	650,000.00	
	5,733.12	6,846.00	

Rodney Fire

01-7050-6310 FIRE - REVENUE	- -	5,000.00	
01-7050-7400 WAGES	-	77,000.00	to be processed in November
01-7050-7403 EHT EXPENSE	-	1,540.00	
01-7050-7404 WSIB	-	6,930.00	
01-7050-7405 LIFE INSURANCE	-	5,522.27	
01-7050-7410 PUBLIC EDUCATION	75.00	2,000.00	
01-7050-7415 TRAINING	1,511.79	5,000.00	
01-7050-7440 CONFERENCES/SEMINARS/MEETINGS	-	500.00	
01-7050-7441 MEMBERSHIPS & DUES	136.50	250.00	
01-7050-7442 MILEAGE	531.88	1,500.00	
01-7050-7443 MEALS	797.50	500.00	
01-7050-7444 Employee Recognition	-	500.00	
01-7050-7450 HEALTH & SAFETY	180.00	500.00	
01-7050-7500 HYDRO	1,522.40	3,500.00	
01-7050-7501 GAS	1,229.14	3,500.00	

	2020 Actuals	2020 Budget	Description
01-7050-7502 WATER	70.51	500.00	
01-7050-7510 INSURANCE	9,526.37	9,526.37	
01-7050-7515 BUILDING REPAIRS & MAINTENANCE	560.71	2,000.00	
01-7050-7516 JANITORIAL	19.32	500.00	
01-7050-7601 PHONE & INTERNET	934.63	2,000.00	
01-7050-7602 SOFTWARE LICENSE	999.28	1,000.00	
01-7050-7611 EQUIPMENT MAINTENACE	5,873.74	5,000.00	
01-7050-7613 EQUIPMENT PURCHASE	1,346.20	27,700.00	
01-7050-7614 EQUIPMENT RENTAL	100.84	700.00	
01-7050-7615 RADIO LICENCING	1,453.25	8,500.00	
01-7050-7621 HYDRANTS RENTAL	-	19,600.00	
01-7050-7650 OFFICE SUPPLIES	267.73	500.00	
01-7050-7651 POSTAGE & COURIER	-	100.00	
01-7050-7652 ADVERTISING	-	500.00	
01-7050-7660 OTHER SUPPLIES	34.90	500.00	
01-7050-7680 CONTRACTED SERVICES	2,607.93	10,000.00	
01-7050-7701 FUEL - GAS	-	500.00	
01-7050-7702 FUEL - DIESEL	-	2,500.00	
01-7050-7705 VEHICLE - REPAIRS & MAINTENANCE	4,217.80	15,000.00	
01-7050-7900 TRANSFER TO RESERVE	-	50,000.00	
	33,997.42	260,368.64	

West Lorne Fire

01-7060-6310 FIRE - REVENUE	-	-	5,000.00
01-7060-7400 WAGES	-		85,000.00
01-7060-7403 EHT EXPENSE	-		1,700.00
01-7060-7404 WSIB	-		7,650.00
01-7060-7405 LIFE INSURANCE	-		4,500.00
01-7060-7410 PUBLIC EDUCATION	75.00		2,000.00
01-7060-7415 TRAINING	2,840.44		5,000.00
01-7060-7440 CONFERENCES/SEMINARS/MEETINGS	-		500.00
01-7060-7441 MEMBERSHIPS & DUES	136.50		250.00
01-7060-7442 MILEAGE	1,220.44		1,500.00
01-7060-7443 MEALS	712.50		500.00
01-7060-7444 EMPLOYEE RECONGITION	-		500.00
01-7060-7450 HEALTH & SAFETY	240.00		500.00
01-7060-7452 UNIFORMS	1,535.45		-

	2020 Actuals	2020 Budget	Description
01-7060-7500 HYDRO	1,142.10	2,500.00	
01-7060-7501 GAS	1,090.23	1,500.00	
01-7060-7502 WATER	233.23	500.00	
01-7060-7510 INSURANCE	8,292.82	8,292.82	
01-7060-7515 BUILDING REPAIRS & MAINTENANCE	1,245.95	2,000.00	
01-7060-7516 JANITORIAL	169.78	500.00	
01-7060-7601 PHONE & INTERNET	1,043.48	2,000.00	
01-7060-7602 SOFTWARE LICENSE	999.28	1,000.00	
01-7060-7611 EQUIPMENT MAINTENANCE	4,857.43	5,000.00	
01-7060-7613 EQUIPMENT PURCHASE	280.94	21,790.00	
01-7060-7614 EQUIPMENT RENTAL	310.72	1,200.00	
01-7060-7615 RADIO LICENCING	1,453.25	8,500.00	
01-7060-7650 OFFICE SUPPLIES	267.73	500.00	
01-7060-7651 POSTAGE & COURIER	12.48	100.00	
01-7060-7652 ADVERTISING EXPENSE	-	500.00	
01-7060-7660 OTHER SUPPLIES	34.90	500.00	
01-7060-7680 CONTRACTED SERVICES	2,607.92	10,000.00	
01-7060-7701 FUEL - GAS	-	100.00	
01-7060-7702 FUEL - DIESEL	-	2,200.00	
01-7060-7705 VEHICLE - REPAIR & MAINTENANCE	4,420.03	15,000.00	
01-7060-7900 TRANSFER TO RESERVES	-	50,000.00	
	\$ 35,222.60	\$ 238,282.82	

Police Services

01-7090-7680 CONTRACTED SERVICES	228,488.27	890,000.00	
01-7090-7681 COURT COSTS	-	6,000.00	
	\$ 228,488.27	\$ 896,000.00	

Conservation Authority

01-7100-7695 GENERAL LEVY - CONSERVATION AUTHORITY	\$ 64,289.00	\$ 64,289.00	
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Building Inspection

01-7120-6330 SEPTIC PERMITS	- 4,700.00	- 4,800.00	
01-7120-6331 BUILDING PERMITS	- 33,406.60	- 50,000.00	
01-7120-7415 TRAINING	178.09	200.00	
01-7120-7440 CONFERENCES/SEMINARS/MEETINGS	-	500.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7120-7441 MEMBERSHIPS & DUES	-	400.00	
01-7120-7442 MILEAGE	568.68	3,100.00	
01-7120-7601 PHONE & INTERNET	9.94	300.00	
01-7120-7618 SUBSCRIPTIONS & PUBLICATIONS	-	300.00	
01-7120-7650 OFFICE SUPPLIES	-	200.00	
01-7120-7652 Advertising	-	200.00	
01-7120-7680 CONTRACTED SERVICES	11,597.01	62,000.00	Awaiting invoicing from Dutton-Dunwich
	-\$ 25,752.88	\$ 12,400.00	

Emergency Measures

01-7121-7622 Emergency Measures	\$ 17,934.59	\$ 49,390.00	
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By-law Enforcement

01-7140-6108 BY-LAW ENFORCEMENT	-	-	500.00	
01-7140-7370 BY-LAW ENFORCEMENT	-		100.00	
01-7140-7400 WAGES	2,773.63		14,746.50	
01-7140-7402 EI EXPENSE	61.35		294.93	
01-7140-7403 EHT EXPENSE	54.10		294.93	
01-7140-7404 WSIB	79.06		442.40	
01-7140-7415 Training	-		100.00	
01-7140-7442 MILEAGE	-		1,000.00	
01-7140-7601 PHONE & INTERNET	-		100.00	
01-7140-7650 OFFICE SUPPLIES	94.03		100.00	
01-7140-7651 POSTAGE & COURIER	-		50.00	
	\$ 3,062.17	\$ 16,728.76		

Animal Control

01-7150-6340 DOG LICENCES	-	37,130.00	-	36,800.00	
01-7150-6341 KENNEL LICENSE	-	300.00	-	300.00	
01-7150-6342 LIVESTOCK CLAIMS	-	-	-	2,000.00	
01-7150-6343 ADMINISTRATION FEE- Dog Tag Transfer to Roll	-	1,000.00		-	
01-7150-7476 LIVESTOCK CLAIMS	-			3,000.00	
01-7150-7602 SOFTWARE LICENSE	-			1,000.00	allocated at year-end
01-7150-7652 ADVERTISING EXPENSE	-			200.00	
01-7150-7680 CONTRACTED SERVICES		9,728.70		19,211.78	
01-7150-7681 Animal Control - Cats	-			2,000.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7150-7777 BAD DEBT EXPENSE	-	500.00	
01-7150-7900 TRANSFER TO RESERVES	-	13,188.22	
	-\$ 28,701.30	\$ -	

Roads - Municipal

01-7200-6211 GRANT - GAS TAX	-	151,529.49	-	151,529.00	
01-7200-6212 GRANT - INVESTING IN CANADA INFRASTRUCTURE		-	-	50,000.00	Deferred to 2021
01-7200-6350 FSC - ROADS	-	99,620.07	-	145,000.00	
01-7200-6351 COUNTY SHARE OF ADMIN OH		-	-	22,909.20	Allocation done at year-end
01-7200-6352 LICENCE FEES - AGGREGATE PRODUCERS		-	-	17,500.00	
01-7200-6353 GAIN/LOSS ON ASSET DISPOSAL	-	6,706.25		-	
01-7200-7001 A-BRIDGES/CULVTS-WAGES		9,336.37		12,500.00	
01-7200-7002 A-BRIDGES/CULVTS-MT		7,699.33		10,000.00	
01-7200-7003 A-BRIDGES/CULVTS-MATERIAL		4,508.96		12,500.00	
01-7200-7011 B-1-MOWING/SPRAY-WAGES		2,263.47		22,500.00	
01-7200-7012 B-1-MOWING/SPRAY-MT		361.84		10,000.00	
01-7200-7013 B-1-MOWING/SPRAY-MATERIAL		4,395.58		10,000.00	
01-7200-7021 B-2-BRUSHING-WAGES		22,211.05		40,000.00	
01-7200-7022 B-2-BRUSHING-MT		15,777.27		25,000.00	
01-7200-7023 B-2-BRUSHING-MATERIAL		18,576.29		35,000.00	
01-7200-7031 B-3-DITCHING-WAGES		1,863.24		5,000.00	
01-7200-7032 B-3-DITCHING-MT		2,459.34		5,000.00	
01-7200-7033 B-3-DITCHING-MATERIAL		-		1,000.00	
01-7200-7041 B-4-CATCHBASINS-WAGES		2,483.50		7,500.00	
01-7200-7042 B-4-CATCHBASINS-MT		1,718.76		5,000.00	
01-7200-7043 B-4-CATCHBASINS-MATERIAL		514.96		2,500.00	
01-7200-7051 B-5-DEBRIS/LITTER-WAGES		2,098.90		5,000.00	
01-7200-7052 B-5-DEBRIS/LITTER-MT		2,026.60		2,500.00	
01-7200-7053 B-5-DEBRIS/LITTER-MATERIA		-		1,000.00	
01-7200-7061 C-1-HARDTOP-WAGES		3,259.85		7,500.00	
01-7200-7062 C-1-HARDTOP-MT		2,246.76		5,000.00	
01-7200-7063 C-1-HARDTOP-MATERIAL		486.16		7,500.00	
01-7200-7071 C-2-ROD/WL ST-WAGES		154.61		1,000.00	
01-7200-7072 C-2-ROD/WL ST-MT		172.27		1,000.00	
01-7200-7073 C-2-ROD/WL ST-MATERIAL		-		1,000.00	
01-7200-7081 C-3-SHOULDER MAINT-WAGES		-		1,500.00	
01-7200-7082 C-3-SHOULDER MAINT-MT		-		1,000.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7200-7083 C-3-SHOULDER MAINT-MATERI	-	1,000.00	
01-7200-7091 C-4-RESURFACING-WAGES	-	1,000.00	
01-7200-7092 C-4-RESURFACING-MT	-	500.00	
01-7200-7093 C-4-RESURFACING-MATERIAL	-	1,000.00	
01-7200-7101 D-2 GRADING/SCARIFI-WAGES	19,927.52	37,500.00	
01-7200-7102 D-2 GRADING/SCARI-MT	13,113.18	47,500.00	
01-7200-7103 D-2 GRADING/SCARI-MATERIAL	1,800.89	7,500.00	
01-7200-7111 D-3 DUST LAYER-WAGES	1,388.76	3,500.00	
01-7200-7112 D-3 DUST LAYER-MT	2,968.08	1,500.00	
01-7200-7113 D-3 DUST LAYER-MATERIAL	79,405.43	120,000.00	
01-7200-7121 D-5 GRAVEL RESURFACE-WAGE	1,653.37	10,000.00	
01-7200-7122 D-5 GRAVEL RESURFACE-MT	1,887.76	12,000.00	
01-7200-7123 D-5 GRAVEL RESUR-MATERIAL	-	300,000.00	
01-7200-7131 E-1 SNOW PLOW/REMOV-WAGES	9,748.11	30,000.00	
01-7200-7132 E-1 SNOW PLOW/REMOV-MT	11,726.23	30,000.00	
01-7200-7133 E-1 SNOW PLOW/REM-MATERIA	784.55	7,500.00	
01-7200-7141 E-2 SANDING/SALTING-WAGES	2,169.13	7,500.00	
01-7200-7142 E-2 SANDING/SALTING-MT	2,544.45	7,500.00	
01-7200-7143 E-2 SANDING/SALT-MATERIAL	5,784.98	15,000.00	
01-7200-7151 E-3 PLOW/SAND/SALT-WAGES	8,232.15	15,000.00	
01-7200-7152 E-3 PLOW/SAND/SALT-MT	9,028.54	15,000.00	
01-7200-7161 F SAFETY-WAGES	7,068.67	15,000.00	
01-7200-7162 F SAFETY-MT	3,794.15	7,500.00	
01-7200-7163 F SAFETY-MATERIAL	5,393.22	10,000.00	
01-7200-7171 G-1 MUN DR REPAIR-WAGES	-	5,000.00	
01-7200-7172 G-1 MUN DR REPAIR-MT	-	2,500.00	
01-7200-7173 G-1 MUN DR REPAIR-MATERIA	6,237.93	47,500.00	
01-7200-7181 J SHOP-WAGES	17,365.80	12,500.00	
01-7200-7182 J SHOP-MT	757.66	1,000.00	
01-7200-7183 J SHOP-MATERIAL	2,850.47	500.00	
01-7200-7191 K-EQUIP REPAIR-WAGES	10,583.30	20,000.00	
01-7200-7192 K-EQUIP REPAIR-MT	977.40	1,000.00	
01-7200-7193 K-EQUIP REPAIR-MATERIAL	-	4,000.00	
01-7200-7201 R-GRAVEL PITS REHAB-WAGES	-	2,500.00	
01-7200-7202 R-GRAVEL PITS REHAB-MT	-	2,500.00	
01-7200-7203 R-GRAVEL PIT REHAB-MATERI	- 0.20	2,500.00	
01-7200-7211 RP-PATROL-WAGES	7,719.42	15,000.00	

	2020 Actuals	2020 Budget	Description
01-7200-7212 RP-PATROL-MT	4,540.44	13,000.00	
01-7200-7213 RP-PATROL-MATERIAL	-	500.00	
01-7200-7220 WAGES - ADMIN	88,021.36	136,088.32	
01-7200-7231 M-MISC Wages	54,450.76	80,000.00	
01-7200-7232 M-MISC MT	42,833.69	65,000.00	
01-7200-7233 M-MISC Material	-	-	
01-7200-7250 BACKHOE #10	1,999.58	1,500.00	
01-7200-7251 BULLDOZER	2,366.63	2,500.00	
01-7200-7252 EXCAVATOR	17,053.00	2,500.00	
01-7200-7253 GRADER #1	1,992.33	3,000.00	
01-7200-7254 GRADER #2	1,416.60	7,500.00	
01-7200-7255 LOADER #18	815.47	2,500.00	
01-7200-7256 LOADER #6	1,307.81	2,500.00	
01-7200-7257 MOWERS	763.60	150.00	
01-7200-7258 PICKUP #1	1,150.53	2,500.00	
01-7200-7259 PICKUP#15	1,614.46	2,500.00	
01-7200-7260 PICKUP #3	1,930.89	2,500.00	
01-7200-7261 PICKUP#4	1,272.58	2,500.00	
01-7200-7262 TRACTOR#5	412.56	1,000.00	
01-7200-7263 TRAILERS	5,325.60	2,000.00	
01-7200-7264 TRUCK#11	2,195.98	4,000.00	
01-7200-7266 TRUCK#12	7,479.02	12,500.00	
01-7200-7267 TRUCK#17	2,104.22	10,000.00	
01-7200-7268 TRUCK #7	2,606.25	10,000.00	
01-7200-7270 TRUCK #8	4,024.20	10,000.00	
01-7200-7272 TRUCK#9	1,029.51	5,000.00	
01-7200-7273 VAC TRAILER#19	3,938.14	1,000.00	
01-7200-7400 WAGES	262,105.77	-	
01-7200-7401 CPP EXPENSE	13,103.99	-	
01-7200-7402 EI EXPENSE	4,872.73	-	
01-7200-7403 EHT EXPENSE	5,184.66	-	
01-7200-7404 WSIB	7,577.49	-	
01-7200-7405 LIFE INSURANCE	2,522.40	-	
01-7200-7406 BENEFITS EXPENSE	20,820.53	-	
01-7200-7407 OMERS EXPENSE	23,039.47	-	
01-7200-7415 TRAINING	-	12,500.00	
01-7200-7431 WAGES TRANSFER OUT	- 927.67	-	cost associated with COVID-19

	2020 Actuals	2020 Budget	Description
01-7200-7440 CONFERENCES/SEMINARS/MEETINGS	1,588.94	2,000.00	OGRA Conference
01-7200-7441 MEMBERSHIPS & DUES	1,411.25	1,500.00	
01-7200-7442 MILEAGE	-	500.00	
01-7200-7446 STAFF RECRUITMENT	606.98	750.00	
01-7200-7450 HEALTH & SAFETY	1,580.41	7,500.00	
01-7200-7452 UNIFORMS	2,631.61	5,500.00	
01-7200-7500 HYDRO	1,522.42	4,000.00	
01-7200-7501 GAS	1,425.87	4,000.00	
01-7200-7502 WATER	272.35	2,000.00	
01-7200-7510 INSURANCE	75,280.86	75,280.86	
01-7200-7515 BUILDING REPAIRS & MAINTENANCE	1,879.08	7,500.00	
01-7200-7516 JANITORIAL	597.46	2,500.00	
01-7200-7601 PHONE & INTERNET	2,018.09	3,000.00	
01-7200-7609 TOOLS	325.51	2,500.00	
01-7200-7611 EQUIPMENT REPAIR & MAINTENANCE	1,798.44	5,000.00	
01-7200-7613 COMPUTER HARDWARE	- 992.16	1,500.00	
01-7200-7630 COMPUTER SOFTWARE & LICENSES	4,663.99	7,500.00	
01-7200-7650 OFFICE SUPPLIES	472.95	500.00	
01-7200-7651 POSTAGE & COURIER	5.80	-	
01-7200-7660 OTHER SUPPLIES	1,074.33	2,000.00	
01-7200-7699 BILLABLE	-	-	
01-7200-7701 FUEL - GAS	11,212.16	27,500.00	Allocation done at year-end
01-7200-7702 FUEL - DIESEL	18,421.30	37,500.00	Allocation done at year-end
01-7200-7703 FUEL - COLOUR DIESEL	11,800.25	40,000.00	Allocation done at year-end
01-7200-7900 TRANSFER TO RESERVES	-	357,529.00	Allocation done at year-end
01-7200-7901 TRANSFER FROM RESERVES	- -	710,750.00	Capital projects deferred to 2021.
01-7200-8000 CAPITAL - EQUIPMENT OVER \$10,000	4,744.56	333,250.00	Purchase and replacement of Tractor, Truck on order will be pushed back to Spring 2021
01-7200-8051 CAPITAL - PUBLIC WORKS LUNCH ROOM	12,349.33	-	2019 capital - finished in 2020
01-7200-8106 CAPITAL - BLACKS RD RECONSTRUCTION	-	125,000.00	
01-7200-8108 CAPITAL - RIDOUT ST PAVING	-	55,000.00	Scheduled for August/September
01-7200-8109 CAPITAL - MUNROE ST PAVING	-	70,000.00	Scheduled for August/September
01-7200-8110 CAPITAL - RESURFACING OF SURFACE TREATED ROA	504.73	200,000.00	Deferred to 2021
01-7200-8111 CAPITAL - CULVERT REPLACEMENT	-	20,000.00	Deferred to 2021
01-7200-8112 CAPITAL - CULVERT#6 REPLACEMENT - BLACKS@KIN	-	30,000.00	Engineering to be completed this year ready for tender early 2021
01-7200-8113 CAPITAL - DRAIN REPLACEMENT CSP#2	-	20,000.00	Deferred to 2021
	\$ 829,811.34	\$ 1,804,859.98	

	2020 Actuals	2020 Budget	Description
Roads - County			
01-7220-6351 ELGIN COUNTY	- 215,855.19 -	481,093.16	Invoiced as of May 31 2020
01-7220-7001 A-BRIDGES/CULVTS-WAGES	244.36	7,500.00	
01-7220-7002 A-BRIDGES/CULVTS-MT	139.46	5,000.00	
01-7220-7003 A-BRIDGES/CULVTS-MATERIAL	-	12,000.00	
01-7220-7011 B-1-MOWING/SPRAY-WAGES	4,754.63	15,000.00	
01-7220-7012 B-1-MOWING/SPRAY-MT	1,716.26	10,000.00	
01-7220-7013 B-1-MOWING/SPRAY-MATERIAL	4,911.31	15,000.00	
01-7220-7021 B-2-BRUSHING-WAGES	11,632.04	10,000.00	
01-7220-7022 B-2-BRUSHING-MT	10,912.73	7,500.00	
01-7220-7023 B-2-BRUSHING-MATERIAL	6,129.00	25,000.00	
01-7220-7031 B-3-DITCHING-WAGES	360.75	5,000.00	
01-7220-7032 B-3-DITCHING-MT	203.85	3,000.00	
01-7220-7033 B-3-DITCHING-MATERIAL	-	5,000.00	
01-7220-7041 B-4-CATCHBASINS-WAGES	1,206.12	7,500.00	
01-7220-7042 B-4-CATCHBASINS-MT	1,014.95	5,000.00	
01-7220-7043 B-4-CATCHBASINS-MATERIAL	514.96	2,500.00	
01-7220-7051 B-5-DEBRIS/LITTER-WAGES	432.53	2,500.00	
01-7220-7052 B-5-DEBRIS/LITTER-MT	220.27	2,000.00	
01-7220-7053 B-5-DEBRIS/LITTER-MATERIA	-	500.00	
01-7220-7061 C-1-HARDTOP-WAGES	1,592.02	2,000.00	
01-7220-7062 C-1-HARDTOP-MT	1,326.80	1,500.00	
01-7220-7063 C-1-HARDTOP-MATERIAL	562.80	1,500.00	
01-7220-7071 C-2-ROD/WL ST-WAGES	1,738.34	5,000.00	
01-7220-7072 C-2-ROD/WL ST-MT	1,921.67	5,000.00	
01-7220-7073 C-2-ROD/WL ST-MATERIAL	2,457.50	7,500.00	
01-7220-7081 C-3-SHOULDER MAINT-WAGES	2,968.58	5,000.00	
01-7220-7082 C-3-SHOULDER MAINT-MT	4,979.52	7,000.00	
01-7220-7083 C-3-SHOULDER MAINT-MATERI	-	1,000.00	
01-7220-7131 E-1 SNOW PLOW/REMOV-WAGES	2,626.97	7,500.00	
01-7220-7132 E-1 SNOW PLOW/REMOV-MT	1,007.97	5,000.00	
01-7220-7133 E-1 SNOW PLOW/REM-MATERIA	885.94	5,000.00	
01-7220-7141 E-2 SANDING/SALTING-WAGES	5,060.35	8,000.00	
01-7220-7142 E-2 SANDING/SALTING-MT	3,012.85	8,000.00	
01-7220-7143 E-2 SANDING/SALT-MATERIAL	22,945.12	55,683.96	
01-7220-7151 E-3 PLOW/SAND/SALT-WAGES	16,411.64	22,500.00	
01-7220-7152 E-3 PLOW/SAND/SALT-MT	20,528.03	27,500.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7220-7161 F SAFETY-WAGES	962.02	10,000.00	
01-7220-7162 F SAFETY-MT	474.01	5,000.00	
01-7220-7163 F SAFETY-MATERIAL	558.86	50,000.00	
01-7220-7171 G-1 MUNICIPAL DRAIN REPAIR - WAGES	1,285.24	3,000.00	
01-7220-7172 G-1 MUN DR REPAIR - MT	736.31	2,000.00	
01-7220-7173 G-1 MUN DR REPAIR - MATERIALS	373.04	5,000.00	
01-7220-7211 RP-PATROL-WAGES	43,673.64	55,000.00	
01-7220-7212 RP-PATROL-MT	8,831.97	12,500.00	
01-7220-7213 RP-PATROL-MATERIAL	-	1,000.00	
01-7220-7225 ADMINISTRATIVE OVERHEAD	-	22,909.20	
	<u>- \$ 24,540.78</u>	<u>\$ -</u>	

Service Ontario

01-7240-6210 MTO - MGCS FUNDING	-	3,750.00	-	6,750.00	stipend pay Jan - June 2020
01-7240-6345 MTO - DRIVER LICENSE COMMISSION	-	6,150.19	-	21,500.00	
01-7240-6346 MTO - HEALTH CARD SERVICES COMMISSION	-	629.49	-	3,000.00	
01-7240-6347 MTO - HUNTING LICENCE COMMISSION		1,540.54	-	5,200.00	\$4,202 at end of 2019
01-7240-6348 MTO - MISCELLANEOUS	-	298.15	-	950.00	Driver's Manual
01-7240-7400 WAGES		14,767.11		49,164.59	Up to PP13 - June 14, 2020
01-7240-7401 CPP EXPENSE		709.86		2,458.23	
01-7240-7402 EI EXPENSE		274.60		983.29	
01-7240-7403 EHT EXPENSE		292.00		983.29	
01-7240-7404 WSIB		426.78		1,474.94	
01-7240-7405 LIFE INSURANCE		207.76		491.65	
01-7240-7406 BENEFITS EXPENSE		2,491.15		5,899.75	
01-7240-7407 OMERS EXPENSE		1,312.94		3,933.17	
01-7240-7415 Training		-		100.00	
01-7240-7431 WAGES TRANSFER OUT	-	1,713.55		-	cost associated with COVID-19
01-7240-7442 MILEAGE		-		100.00	
01-7240-7450 HEALTH & SAFETY		-		100.00	
01-7240-7452 BOOT & CLOTHING ALLOWANCE		-		270.17	
01-7240-7650 OFFICE SUPPLIES		66.13		500.00	
01-7240-7651 POSTAGE & COURIER		-		50.00	
01-7240-7652 ADVERTISING		-		50.00	
01-7240-7660 OTHER SUPPLIES		<u>306.83</u>		<u>500.00</u>	
	<u>\$</u>	<u>9,854.32</u>	<u>\$</u>	<u>29,659.08</u>	

	2020 Actuals	2020 Budget	Description
Transit			
01-7280-6202 GRANTS FROM OTHER MUNICIPALITIES	- -	20,265.09	
01-7280-6212 OSG - Transit	- -	35,454.00	
01-7280-6213 GRANTS - PUBLIC TRANSIT STREAM	- -	45,188.00	Deferred to 2021
01-7280-6355 BUS TRIP FEES	- 3,126.00 -	13,836.00	
01-7280-6356 SPECIAL TRIP & MILEAGE BUS FEES	- 239.75 -	7,000.00	
01-7280-7400 WAGES	10,097.27	48,196.42	
01-7280-7401 CPP EXPENSE	438.89	1,927.86	
01-7280-7402 EI EXPENSE	223.36	963.93	
01-7280-7403 EHT EXPENSE	196.91	963.93	
01-7280-7404 WSIB	287.78	1,445.89	
01-7280-7415 Training	24.00	200.00	
01-7280-7510 INSURANCE	2,351.00	2,351.00	
01-7280-7601 PHONE & INTERNET	484.05	1,100.00	
01-7280-7651 POSTAGE & COURIER	-	50.00	
01-7280-7652 ADVERTISING	1,552.41	3,000.00	
01-7280-7660 OTHER SUPPLIES	16.56	200.00	
01-7280-7701 FUEL - GAS	2,965.55	15,000.00	
01-7280-7705 REPAIRS & MAINTENANCE	1,718.12	5,000.00	Oil changes, annual safety, repairs, etc.
01-7280-7900 TRANSFER TO RESERVES	-	50,188.00	Deferred to 2021
01-7280-7901 Transfer from Reserves	- -	70,000.00	Deferred to 2021
01-7280-8000 CAPITAL - TRANSIT BUS	-	70,000.00	Deferred to 2021
	\$ 16,990.15	\$ 8,843.94	
Streetlights			
01-7290-7500 HYDRO	7,601.99	22,500.00	
01-7290-7611 REPAIR & MAINTENANCE	1,769.44	10,000.00	
01-7290-7613 EQUIPMENT PURCHASE	-	2,500.00	
	\$ 9,371.43	\$ 35,000.00	
Sidewalks			
01-7295-7274 SUMMER MAINTENANCE	-	2,500.00	
01-7295-7430 WAGES TRANSFER IN	2,508.17	10,000.00	
01-7295-8000 SIDEWALKS - CAPITAL OVER \$10,000	-	50,000.00	Deferred to 2021
	\$ 2,508.17	\$ 62,500.00	

		<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
Rodney Sewage				
01-7300-6100	SEWER BILLINGS	- 152,992.48	- 327,401.88	
01-7300-7341	PROPERTY TAXES	12,657.00	-	
01-7300-7500	HYDRO	29,123.13	70,000.00	
01-7300-7502	WATER	859.26	9,000.00	
01-7300-7510	INSURANCE	5,810.40	5,810.40	
01-7300-7511	TAXES	895.00	28,000.00	
01-7300-7520	GROUNDS MAINTENANCE	260.91	1,500.00	
01-7300-7602	SOFTWARE LICENSE	407.04	1,000.00	
01-7300-7611	SEWER MAINTENACE	4,882.43	35,000.00	
01-7300-7651	POSTAGE & COURIER	-	50.00	
01-7300-7680	CONTRACTED SERVICES	80,469.20	155,292.18	
01-7300-7901	TRANSFER FROM RESERVES	- -	151,250.70	
01-7300-8002	CAPITAL - FILTER & SAND REPLACEMENT	-	15,000.00	
01-7300-8003	CAPITAL - PROCESS PUMPS & MOTOR REBUILDS	-	10,000.00	
01-7300-8004	CAPITAL - LAGOON DECANT UPGRADE	-	148,000.00	Deferred to 2021
		-\$ 17,628.11	\$ -	
West Lorne Sewage				
01-7301-6210	GRANT - SCF	- 277,623.79		
01-7301-6370	SEWER BILLINGS	- 187,289.41	- 433,615.92	
01-7301-6850	LONG-TERM FINANCING	-	-	
01-7301-7500	HYDRO	17,121.07	40,000.00	
01-7301-7502	WATER	136.15	2,000.00	
01-7301-7510	INSURANCE	5,738.04	5,738.04	
01-7301-7511	TAXES	9,575.00	19,726.38	
01-7301-7520	GROUNDS MAINTENANCE	154.61	-	
01-7301-7531	FINANCIAL PLAN	-	-	
01-7301-7602	SOFTWARE LICENSE	407.04	1,000.00	
01-7301-7611	SEWER MAINTENACE	6,548.28	10,000.00	
01-7301-7613	EQUIPMENT PURCHASE	-	-	
01-7301-7654	INTEREST EXPENSE	-	-	
01-7301-7660	OTHER SERVICES	-	6,204.00	
01-7301-7680	CONTRACTED SERVICES	83,292.34	172,230.94	
01-7301-7900	TRANSFER TO RESERVES	-	166,716.55	
01-7301-7901	TRANSFER FROM RESERVES	-	-	
01-7301-8000	CAPITAL - WEST LORNE SEWAGE UPGRADES	360,451.28	-	

		<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7301-8001 CAPITAL - COLLECTION SYSTEM FLUSHING		-	10,000.00	
		\$ 18,510.61	-\$ 0.00	
Water				
01-7310-6111 PENALTY & INTEREST	-	4,125.07	11,000.00	
01-7310-6120 WATER REV - MISC.	-	2,280.00	5,000.00	Change of occupancy fees
01-7310-6360 WATER REV - RESIDENTIAL	-	382,707.44	846,538.59	as of June 11, 2020 Invoice date
01-7310-6361 WATER REV-NON RESIDENTIAL	-	41,653.76	107,585.42	
01-7310-6363 WATER - FEES-MATERIALS	-	290.83	-	Local improvement - waterline
01-7310-6364 WATER - FEES-NEW WATER SERVICES	-	1,200.00	6,000.00	Local improvement - waterline
01-7310-6365 WATER - FEES-DISCONNECT/RECONNECT	-	3,190.00	10,000.00	
01-7310-7145 VEHICLE EXP		1,206.33	5,000.00	
01-7310-7281 WATERMAINS MAINTENANCE		7,447.51	40,000.00	
01-7310-7282 HYDRANT REPAIR & MAINTENANCE		-	5,000.00	
01-7310-7400 WAGES		63,806.98	157,107.88	
01-7310-7401 CPP EXPENSE		3,166.06	785.54	
01-7310-7402 EI EXPENSE		1,187.14	3,142.16	
01-7310-7403 EHT EXPENSE		1,257.13	3,142.16	
01-7310-7404 WSIB		1,837.35	1,571.08	
01-7310-7405 LIFE INSURANCE		662.62	1,571.08	
01-7310-7406 BENEFITS EXPENSE		6,048.29	1,571.08	
01-7310-7407 OMERS EXPENSE		5,851.06	14,139.71	
01-7310-7415 Training		24.00	2,000.00	
01-7310-7430 WAGES TRANSFER-IN		4,834.05	-	
01-7310-7431 WAGES TRANSFER OUT	-	999.03	-	Cost related to COVID-19
01-7310-7440 CONFERENCES/SEMINARS/MEETINGS		-	1,000.00	
01-7310-7442 MILEAGE		361.85	500.00	
01-7310-7450 HEALTH & SAFETY		18.20	1,000.00	
01-7310-7452 UNIFORMS		360.22	1,500.00	
01-7310-7500 HYDRO		3,016.84	6,000.00	
01-7310-7501 GAS		585.49	1,000.00	
01-7310-7502 WATER		184.69	1,000.00	
01-7310-7509 POSTAGE & COURIER		-	10,000.00	allocation done at year-end
01-7310-7510 INSURANCE		13,177.16	13,177.16	
01-7310-7511 TAXES		432.00	1,000.00	Final tax bill - Sep-2020
01-7310-7515 BUILDING REPAIRS & MAINTENANCE		1,682.21	5,000.00	
01-7310-7516 JANITORIAL		-	200.00	

	2020 Actuals	2020 Budget	Description
01-7310-7519 MATERIALS	19,108.64	25,000.00	water meters
01-7310-7601 PHONE & INTERNET	1,416.50	2,500.00	
01-7310-7602 SOFTWARE LICENSE	2,193.48	10,000.00	
01-7310-7609 TOOLS	408.81	5,000.00	
01-7310-7611 EQUIPMENT MAINTENACE	27,022.43	15,000.00	watermain breaks, public works wages & MT & OCWA
01-7310-7613 EQUIPMENT PURCHASE	-	1,500.00	
01-7310-7650 OFFICE SUPPLIES	676.57	1,600.00	
01-7310-7652 ADVERTISING EXP	377.52	200.00	
01-7310-7660 OTHER SUPPLIES	22.99	-	
01-7310-7676 AUDIT FEES	-	1,000.00	
01-7310-7680 CONTRACTED SERVICES	72,726.36	161,573.01	per OCWA service agreement
01-7310-7682 PAYMENTS TO MUNICIPALITIES	97,796.88	561,558.13	Payments to Dutton-Dunwich and SWM
01-7310-7701 FUEL - GAS	-	7,000.00	allocation done at year-end
01-7310-7777 BAD DEBT EXPENSE	-	500.00	account write offs done at year end
01-7310-7901 TRANSFER FROM RESERVES	- -	932,714.97	
01-7310-8001 CAPITAL - WATER LINE EXT	9,143.83	50,000.00	Received one request
01-7310-8003 CAPITAL - TODD PL WATER LINE REPLACEMENT	18,378.07	540,000.00	Project not started, August/September
01-7310-8005 CAPITAL - METER REPLACEMENT	-	60,000.00	Deferred to 2021 due to COVID-19
01-7310-8006 CAPITAL - CAST IRON MAIN BEHIND RODNEY LIBRAF	10,060.76	200,000.00	To be completed in August
	-\$ 59,966.11	\$ 0.00	

Garbage Collection - Rodney

01-7330-6381 TAXATION - RODNEY COLLECTION	- -	58,650.09	generated on final tax bill - Sept-2020
01-7330-7350 GARBAGE COLLECTION	29,109.28	58,650.09	
01-7330-7355 RECYCLING COLLECTION	14,092.45	28,232.72	
01-7330-7652 ADVERTISING	-	200.00	
	\$ 43,201.73	\$ 28,432.72	

Garbage Collection - West Lorne

01-7335-6381 TAXATION - WEST LORNE COLLECTION	- -	66,218.86	generated on final tax bill - Sept-2020
01-7335-7350 GARBAGE COLLECTION	32,891.42	66,218.86	
01-7335-7355 RECYCLING COLLECTION	15,089.37	30,229.91	
01-7335-7652 ADVERTISING	-	200.00	
	\$ 47,980.79	\$ 30,429.91	

Landfill

01-7350-6374 FSC - REFRIGERANT FEES	-	1,180.00 -	2,500.00
01-7350-6375 FSC - TIPPING FEES	-	3,640.00 -	7,500.00

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7350-6376 FSC - RECYCLING REV	- 849.37	- 15,000.00	
01-7350-6377 Stewardship Ontario - Composter	- 495.60	- 2,000.00	
01-7350-6378 Stewardship Ontario - Recycling Box	- 16,671.39	- 28,000.00	
01-7350-6379 HAZARDOUS WASTE	- 594.33	-	2019 Refund
01-7350-6381 MRF Fees	- 5,352.48	-	
01-7350-7307 RECYCLING EXPENSE	11,776.23	20,000.00	Public Works Wages and MT.
01-7350-7308 MRF FEES EXPENSE	-	20,000.00	
01-7350-7309 HAZARDOUS WASTE DAY	-	7,500.00	Scheduled in August 15 2020 @ Dutton-Dunwich Public works garage
01-7350-7310 FREON REMOVAL	956.55	2,400.00	
01-7350-7400 WAGES	8,716.99	25,973.00	
01-7350-7401 CPP EXPENSE	386.96	1,038.92	
01-7350-7402 EI EXPENSE	192.82	597.38	
01-7350-7403 EHT EXPENSE	170.00	519.46	
01-7350-7404 WSIB	248.42	519.46	
01-7350-7415 TRAINING EXPENSE	-	2,500.00	
01-7350-7516 JANITORIAL	-	500.00	
01-7350-7519 MATERIALS	-	1,500.00	
01-7350-7520 GROUNDS MAINTENANCE	33,793.21	20,000.00	Public Works Wages and MT.
01-7350-7530 GREEN LANE DISPOSAL	16,208.70	47,365.20	Jan-May
01-7350-7531 CONTRACTS & AGREEMENTS	11,566.01	37,500.00	Blumetric Environmental
01-7350-7601 PHONE & INTERNET	83.32	100.00	Cell phone
01-7350-7611 EQUIPMENT MAINTENANCE	-	500.00	
01-7350-7650 OFFICE SUPPLIES	196.80	500.00	
01-7350-7652 ADVERTISING EXP	493.11	1,000.00	
01-7350-7680 CONTRACTED SERVICES	950.85	5,000.00	Landfill absenteesm coverage
01-7350-7777 BAD DEBT EXPENSE	-	50.00	
	\$ 56,956.80	\$ 140,063.42	

Cemeteries

01-7400-7430 WAGES TRANSFER IN	60.70	-	
01-7400-7520 GROUNDS MAINTENANCE	-	600.00	
	\$ 60.70	\$ 600.00	

Arena

01-7600-6121 DONATIONS - ARENA RENAMING	- 938.84	-	
01-7600-6202 GRANT FROM DUTTON/DUNWICH	-	104,768.51	
01-7600-6501 ICE RENTAL	- 37,685.56	- 109,400.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7600-6502 SIGN RENTAL	- -	3,500.00	
01-7600-6503 FOOD BOOTH RENTAL	- 375.00 -	900.00	
01-7600-6504 PUBLIC SKATING	- 908.00 -	1,000.00	
01-7600-6505 SKATE SHARPENING	- 815.00 -	1,200.00	
01-7600-6506 VENDING MACHINE REVENUE	- 99.49 -	500.00	
01-7600-7350 GARBAGE COLLECTION	1,149.81	2,600.00	
01-7600-7415 TRAINING	-	2,000.00	
01-7600-7430 Wages Transfer In	48,008.29	114,729.21	
01-7600-7440 CONFERENCES/SEMINARS/MEETINGS	-	1,500.00	
01-7600-7441 MEMBERSHIPS & DUES	250.00	250.00	
01-7600-7442 MILEAGE	-	-	
01-7600-7450 HEALTH & SAFETY	-	2,000.00	
01-7600-7452 UNIFORMS	-	1,000.00	
01-7600-7500 HYDRO	29,621.67	70,000.00	
01-7600-7501 GAS	3,132.18	6,500.00	
01-7600-7502 ARENA - WATER	2,190.22	3,000.00	
01-7600-7510 INSURANCE	25,793.64	25,793.64	
01-7600-7515 BUILDING REPAIRS & MAINTENANCE	76,089.58	90,000.00	
01-7600-7516 JANITORIAL	326.46	2,500.00	
01-7600-7529 ADMINISTRATION EXPENSE	-	2,500.00	
01-7600-7531 CONTRACTS & AGREEMENTS	1,910.00	3,000.00	
01-7600-7601 PHONE & INTERNET	1,480.36	2,500.00	
01-7600-7602 SOFTWARE LICENSE	-	200.00	
01-7600-7609 TOOLS	7.69	500.00	
01-7600-7611 EQUIPMENT MAINTENANCE	6,362.77	18,000.00	
01-7600-7613 EQUIPMENT PURCHASE	1,139.99	10,000.00	
01-7600-7614 EQUIPMENT RENTAL	155.24	350.00	
01-7600-7618 SUBSCRIPTIONS	369.90	800.00	
01-7600-7650 OFFICE SUPPLIES	257.81	1,500.00	
01-7600-7652 ADVERTISING	-	1,000.00	
01-7600-7660 OTHER SUPPLIES	173.89	1,500.00	
01-7600-7701 FUEL - GAS	6.53	100.00	
01-7600-8003 CAPITAL - DRAIN REPAIR & EAVESTROUGH	-	10,000.00	Deferred to 2021
01-7600-8004 CAPITAL - SECURITY CAMERAS	-	10,000.00	Deferred to 2021
01-7600-8005 CAPITAL - KEYLESS ACCESS CONTROL	-	15,000.00	Deferred to 2021
01-7600-8007 CAPITAL - BOARDS REPAIR	-	10,000.00	Deferred to 2021
	\$ 157,604.14	\$ 187,554.34	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
<i>Parks & Recreation - Marina</i>			
01-7610-7430 WAGES - TRANSFER IN	2,915.09	3,485.99	
01-7610-7432 BLUE FLAG - MARINA	1,250.00	3,100.00	
01-7610-7441 MEMBERSHIPS & DUES	1,526.40	1,526.40	
01-7610-7500 HYDRO	171.76	1,200.00	
01-7610-7502 WATER	-	400.00	
01-7610-7503 SEWAGE EXPENSE	579.83	4,000.00	
01-7610-7511 PROPERTY TAXES	1,046.00	2,100.00	
01-7610-7515 BUILDING REPAIRS & MAINTENANCE	12.72	500.00	
01-7610-7516 JANITORIAL	8.12	1,000.00	
01-7610-7520 GROUNDS MAINTENANCE	22,917.67	500.00	Construction of Parking Lot - Public Works Wages & MT
01-7610-7521 EROSION CONTROL - SHORELINE PROTECTION	4,571.70	20,000.00	
01-7610-7901 TRANSFER FROM RESERVES	3,490.98	-	Riggs Engineering
01-7610-8001 CAPITAL - BRIDGE	579.67	20,000.00	Deferred to 2021
	<u>\$ 39,069.94</u>	<u>\$ 57,812.39</u>	
<i>Parks & Recreation - Programs</i>			
01-7611-6402 FSC - DAYCAMP	- 928.37	-	2017 Daycamp Fees
01-7611-6404 HANGING BASKETS DONATIONS	- 700.00	-	
01-7611-7329 VOLLEYBALL	-	500.00	
01-7611-7330 SOCCER	338.13	3,000.00	Soccer liner maintenance
01-7611-7331 BASEBALL	-	500.00	
01-7611-7332 TENNIS	-	500.00	
01-7611-7333 BASKETBALL	-	500.00	
01-7611-7334 LAWNBOWLING	91.56	500.00	
01-7611-7340 CHRISTMAS PARADE	-	5,000.00	
01-7611-7341 CIVIC HOLIDAY	-	5,000.00	
01-7611-7342 CANADA DAY	-	9,000.00	
01-7611-7343 RODNEY FAIR	-	10,000.00	
01-7611-7430 WAGES - TRANSFER IN	57.76	13,285.14	
01-7611-7517 EQUIPMENT RENTAL	-	2,000.00	
01-7611-7532 PERMITS & REGISTRATIONS	-	1,000.00	
01-7611-8000 CAPITAL - LAWN BOWLING ROOF & PORCH	3,145.80	15,000.00	In process
01-7611-8001 CAPITAL - TENNIS COURT	-	50,000.00	to be completed in August
	<u>\$ 2,004.88</u>	<u>\$ 115,785.14</u>	

	2020 Actuals	2020 Budget	Description
Parks & Recreation - Recreation Center			
01-7612-6401 FSC - REC CENTRE	- 1,285.00	- 7,000.00	
01-7612-7430 WAGES TRANSFER IN	11,264.14	28,000.00	
01-7612-7441 MEMBERSHIPS & DUES	202.08	200.00	
01-7612-7442 PROGRAMMING	105.83	-	
01-7612-7500 HYDRO	3,880.35	10,000.00	
01-7612-7501 GAS	2,548.84	4,500.00	
01-7612-7502 WATER	646.52	3,000.00	
01-7612-7515 BUILDING REPAIRS & MAINTENANCE	1,346.08	15,000.00	
01-7612-7516 JANITORIAL	252.20	2,000.00	
01-7612-7520 GROUNDS MAINTENANCE	994.66	-	
01-7612-7601 PHONE & INTERNET	792.62	1,600.00	
01-7612-7611 EQUIPMENT MAINTENANCE	-	1,500.00	
01-7612-7613 EQUIPMENT PURCHASE	635.46	8,500.00	
01-7612-7652 ADVERTISING	-	500.00	
01-7612-7901 TRANSFER FROM RESERVES	- -	30,000.00	
01-7612-8002 CAPITAL - KEYLESS ACCESS	-	30,000.00	Completed, not invoiced
01-7612-8003 CAPITAL - TABLES & CHAIRS	2,426.33	11,000.00	purchase of chairs deferred to 2021
01-7612-8004 CAPITAL - CEILING REPLACEMENT	-	30,000.00	Deferred to 2021
	\$ 23,810.11	\$ 108,800.00	

Parks & Recreation - Pool			
01-7613-6403 FSC - POOL	- 18.00	- 20,000.00	
01-7613-7400 WAGES	-	40,000.00	
01-7613-7402 EI EXPENSE	-	920.00	
01-7613-7403 EHT EXPENSE	-	800.00	
01-7613-7404 WSIB	-	1,280.00	
01-7613-7415 TRAINING EXPENSE	-	1,500.00	
01-7613-7430 WAGES TRANSFER IN	1,627.47	18,000.00	
01-7613-7442 MILEAGE	-	100.00	
01-7613-7450 HEALTH & SAFETY	-	1,000.00	
01-7613-7452 UNIFORMS	-	400.00	
01-7613-7500 HYDRO	1,190.87	7,500.00	
01-7613-7501 GAS	1,182.34	4,200.00	
01-7613-7502 WATER	63.18	8,000.00	
01-7613-7515 BUILDING REPAIRS & MAINTENANCE	167.34	10,000.00	
01-7613-7520 POOL MAINTENANCE	-	8,500.00	

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7613-7531 CONTRACTS & AGREEMENTS	100.00	400.00	
01-7613-7601 PHONE & INTERNET	878.34	1,800.00	
01-7613-7612 POOL CHEMICALS	447.75	8,000.00	
01-7613-7613 EQUIPMENT PURCHASE	-	8,000.00	
01-7613-7614 EQUIPMENT RENTAL	80.02	275.00	
01-7613-7650 OFFICE SUPPLIES	-	1,000.00	
01-7613-7652 ADVERTISING	607.04	1,000.00	
01-7613-8001 CAPITAL - FILTERS	40,299.65	35,000.00	Complete
	\$ 46,626.00	\$ 137,675.00	

Parks & Recreation - Operations

01-7614-6406 FSC -SAND RING RENT	-	-	500.00
01-7614-6407 PARKS - PAVILLION RENTAL	-	-	200.00
01-7614-6410 DONATIONS - PLAYGROUND EQUIPMENT	-	149,368.66	- 170,000.00
01-7614-7335 JOE'S BUSH		371.70	500.00
01-7614-7336 OLD JAIL		-	1,000.00
01-7614-7337 SCOUT HALL		-	1,500.00
01-7614-7338 FLOWER BASKETS		1,888.67	-
01-7614-7415 TRAINING		-	2,500.00
01-7614-7430 Wages Transfer-In		61,982.09	164,403.58
01-7614-7440 CONFERENCES/SEMINARS/MEETINGS		170.00	2,000.00
01-7614-7441 MEMBERSHIPS & DUES		1,320.00	500.00
01-7614-7450 HEALTH & SAFETY		481.29	2,000.00
01-7614-7452 UNIFORMS		1,824.49	1,000.00
01-7614-7500 HYDRO		750.18	3,000.00
01-7614-7501 GAS		688.73	-
01-7614-7502 WATER		238.53	7,500.00
01-7614-7510 INSURANCE		25,289.68	25,289.68
01-7614-7515 BUILDING REPAIR & MAINTENANCE		4,162.41	3,000.00
01-7614-7516 JANITORIAL		-	1,500.00
01-7614-7520 GROUNDS MAINTENANCE		4,166.76	25,000.00
01-7614-7601 PHONE & INTERNET		2,445.40	3,000.00
01-7614-7609 TOOLS		146.79	1,500.00
01-7614-7611 EQUIPMENT MAINTENANCE		2,729.84	8,000.00
01-7614-7613 EQUIPMENT PURCHASE		1,455.16	2,000.00
01-7614-7614 EQUIPMENT RENTAL		-	2,500.00
01-7614-7650 OFFICE SUPPLIES		321.30	1,500.00

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
01-7614-7652 ADVERTISING	607.04	500.00	
01-7614-7660 OTHER SUPPLIES	264.61	500.00	
01-7614-7701 FUEL- GAS	16.29	10,000.00	
01-7614-7705 VEHICLE - REPAIR & MAINTENANCE	351.37	6,000.00	
01-7614-8004 CAPITAL - PLAYGROUND EQUIPMENT	-	170,000.00	In process. To be completed end of August.
	-\$ 37,696.33	\$ 275,493.26	

Port Glasgow Trailer Park

01-7620-6378 FSC - MISCELLANEOUS	-	-	400.00	
01-7620-6410 PGTP - BOOTH RENTAL	-	-	750.00	
01-7620-6411 PGTP - CAMP FEES SEASONAL	-	248,595.00	-	254,048.00 Refunds to be processed in September; approx \$15K
01-7620-6412 FSC - CAMP FEES-TRANSIENT	-	280.00	-	18,000.00
01-7620-6413 FSC - LAUNDROMAT	-	-	4,000.00	
01-7620-7300 GARBAGE COLLECTION		987.18	7,000.00	
01-7620-7400 WAGES		10,307.24	45,900.00	
01-7620-7401 CPP EXPENSE		581.61	2,295.00	
01-7620-7402 EI EXPENSE		249.84	1,193.40	
01-7620-7403 EHT EXPENSE		231.77	1,055.70	
01-7620-7404 WSIB		338.76	1,698.30	
01-7620-7415 TRAINING		-	300.00	
01-7620-7430 WAGES TRANSFER IN		192.55	-	
01-7620-7441 MEMBERSHIPS & DUES		1,526.40	1,300.00	
01-7620-7442 MILEAGE		-	150.00	
01-7620-7452 BOOT & CLOTHING ALLOWANCE		76.11	500.00	
01-7620-7500 HYDRO		6,899.45	57,000.00	
01-7620-7501 GAS		280.16	500.00	
01-7620-7502 WATER		408.16	4,000.00	
01-7620-7503 SEWAGE EXPENSE		1,980.26	18,000.00	
01-7620-7510 INSURANCE		12,479.40	12,479.40	
01-7620-7511 PROPERTY TAXES		2,089.00	4,284.00	
01-7620-7515 Building Repair & Maintenance		1,687.81	15,000.00	
01-7620-7516 JANITORIAL		-	1,000.00	
01-7620-7520 GROUNDS MAINTENANCE		2,408.25	20,000.00	
01-7620-7529 ADMINISTRATION EXPENSE		-	2,000.00	
01-7620-7531 CONTRACTS & AGREEMENTS		-	600.00	
01-7620-7601 PHONE & INTERNET		33.15	1,000.00	
01-7620-7611 EQUIPMENT MAINTENANCE		638.64	5,000.00	

	2020 Actuals	2020 Budget	Description
01-7620-7613 EQUIPMENT PURCHASE	132.28	10,800.00	
01-7620-7650 OFFICE SUPPLIES	309.81	500.00	
01-7620-7651 POSTAGE & COURIER	-	500.00	
01-7620-7652 ADVERTISING	-	100.00	
01-7620-7660 OTHER SUPPLIES	-	500.00	
01-7620-7680 CONTRACTED SERVICES		-	
01-7620-7701 FUEL EXP	322.78	1,000.00	
01-7620-7901 TRANSFER FROM RESERVES	- -	151,457.80	
01-7620-8001 CAPITAL - Consult & Engineering for Septic System	8,387.56	180,000.00	Design and engineering to be completed in 2020
01-7620-8002 CAPITAL - WAR MONUMENT & GATES	-	15,000.00	Additional \$10K needed for the refurbishment of the monument
01-7620-8004 CAPITAL - PAVILLION CEILING	1,926.99	18,000.00	
	-\$ 194,399.84	\$ -	

Library - Rodney

01-7650-6321 RENT - LIBRARY - RODNEY	-	5,416.63	-	21,304.36
01-7650-7430 WAGES TRANSFER IN		618.46		3,500.00
01-7650-7500 HYDRO		516.08		2,000.00
01-7650-7501 GAS		392.25		1,000.00
01-7650-7502 WATER		224.27		500.00
01-7650-7510 INSURANCE		792.72		792.72
01-7650-7515 BUILDING REPAIRS & MAINTENANCE		741.73		1,500.00
01-7650-7516 JANITORIAL		109.85		500.00
	-\$	2,021.27	-\$	11,511.64

Library - West Lorne

01-7655-6108 WEST ELGIN SUPPORT SERVICES		-	-	21,450.00
01-7655-6321 RENT - LIBRARY WL	-	6,801.12	-	26,749.73
01-7655-7500 HYDRO		2,670.68		8,500.00
01-7655-7501 GAS		1,128.25		2,000.00
01-7655-7502 WATER		331.12		2,500.00
01-7655-7510 INSURANCE		507.87		507.87
01-7655-7515 BUILDING REPAIRS & MAINTENANCE		2,651.48		10,000.00
01-7655-7516 JANITORIAL		2,457.14		10,000.00
01-7655-7601 PHONE & INTERNET		384.06		850.00
01-7655-8000 CAPITAL - LIGHTING RETROFIT		-		30,000.00
	\$	3,329.48	\$	16,158.14

Completed July 31st, awaiting invoice

		<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>Description</u>
Planning				
01-7700-6430	PLANNING FEES	- 8,300.00	- 30,000.00	
01-7700-6432	BILLINGS - SWD	- 19,146.75	- 40,000.00	
01-7700-7400	WAGES	35,988.93	79,543.31	
01-7700-7401	CPP EXPENSE	1,825.99	2,386.30	
01-7700-7402	EI EXPENSE	665.84	1,193.15	
01-7700-7403	EHT EXPENSE	709.20	1,590.87	
01-7700-7404	WSIB	1,036.53	2,386.30	
01-7700-7405	LIFE INSURANCE	380.33	874.98	
01-7700-7406	BENEFITS EXPENSE	2,611.33	6,124.83	
01-7700-7407	OMERS EXPENSE	3,873.29	8,431.59	
01-7700-7415	TRAINING EXPENSE	-	500.00	
01-7700-7440	CONFERENCES/SEMINARS/MEETINGS	-	500.00	
01-7700-7441	MEMBERSHIPS & DUES	613.00	500.00	
01-7700-7442	MILEAGE	24.26	200.00	
01-7700-7533	PLANNING FEES	-	3,500.00	
01-7700-7650	OFFICE SUPPLIES	947.69	50.00	
01-7700-7652	ADVERTISING	-	500.00	
01-7700-7675	LEGAL	-	50,000.00	
01-7700-7901	TRANSFER FROM RESERVES	-	50,000.00	
		\$ 21,229.64	\$ 38,281.33	
Economic Development				
01-7710-6751	ELGINCENTIVES	- 2,198.00	-	
01-7710-7359	HOME FOR XMAS, LURE BROCHURE	-	2,000.00	
01-7710-7360	ELGINCENTIVES	2,198.00	-	
01-7710-7440	CONFERENCES/SEMINARS/MEETINGS	-	500.00	
01-7710-7652	ADVERTISING	675.00	1,500.00	
01-7710-7900	TRANSFER TO RESERVES	-	-	
		\$ 675.00	\$ 4,000.00	
Drains				
01-7720-6390	OSG - MD INSPECTOR	- 8,544.48	- 14,000.00	
01-7720-6392	DRAIN MAINTENACE - ADMINISTRATION FEE	-	200.00	
01-7720-7400	WAGES	10,958.37	27,195.44	
01-7720-7401	CPP EXPENSE	655.96	1,631.73	

	2020 Actuals	2020 Budget	Description
01-7720-7402 EI EXPENSE	311.77	815.86	
01-7720-7403 EHT EXPENSE	274.86	543.91	
01-7720-7404 WSIB	401.74	1,087.82	
01-7720-7405 LIFE INSURANCE	-	-	
01-7720-7406 BENEFITS IN LIEU	3,136.91	7,342.77	
01-7720-7407 OMERS	986.26	2,447.59	
01-7720-7415 TRAINING EXPENSE	-	100.00	
01-7720-7442 MILEAGE	144.06	2,000.00	
01-7720-7601 PHONE & INTERNET	301.18	400.00	
01-7720-7650 OFFICE SUPPLIES	-	100.00	
01-7720-7651 POSTAGE & COURIER	4.08	50.00	
01-7720-7652 ADVERTISING	-	200.00	
01-7720-7777 DRAIN WRITE OFFS	112.71	-	
	\$ 8,743.42	\$ 29,715.12	
Debentures			
01-8000-7480 TILE DRAINS EXP	\$ 6,793.40	\$ 40,520.60	
Total (Profit)/Deficit	-\$ 3,402,326.93	-\$ 0.00	

Estimated Budget Impact as of June 30, 2020

		Favourable/ (Unfavourable)
Operating		
	Facilities Rental - loss of revenue	-2,000.00
	Operating expenses directly related to COVID-19 (equipment modifications, cleaning supplies, signage, etc.)	-26,336.54
	Reduction in Council Grant disbursements	10,100.00
	By-Law Enforcement	1,600.00
	MTO - office closure	1,516.12
	Emergency Management Coordinator	9,158.40
	Transit - Services cancelled - Services resumed on August 4, 2020	TBD
	Marina - grounds maintenance, hill removal install culvert	-30,000.00
	Marina - bridge repair	20,000.00
	Arena - mold remediation	-10,400.00
	Arena - lost revenue	-3,561.00
	Savings - Canada Day	4,000.00
	Savings - Civic Holiday	3,000.00
	Savings - Soccer - cancelled (equipment rental & field maintenance)	3,500.00
	Landfill - Grounds maintenance	-40,000.00
	Roads - Equipment Emergency repairs (excavator, vac trailer, truck#11)	-22,000.00
	Waved Interest & Penalty Charges	-25,063.97
Capital		
	Arena - Boards repair	10,400.00
	Parks - Tennis Court	40,000.00
	Lawn Bowling Porch & Roof replacement	-3,000.00
	Pool - Filters	-5,300.00
	RESURFACING OF SURFACE TREATED ROADS - Marsh line (from Kerr to Graham)	200,000.00
	CAPITAL - DRAIN REPLACEMENT CSP #2	20,000.00
	SIDEWALKS -FGT - Rodney (TBD)	50,000.00
Grand Total		\$ 205,613.01

Grants and Donations

	<u>2020 Actuals</u>	<u>2020 Budget</u>	<u>In kind</u>	
1 Rodney-Aldborough Agricultural Society		2,100.00		Cancelled
2 Arena Renaming		3,000.00		Cancelled
3 Crinnan Community Centre Parking Lot			5,000.00	on-hold
4 West Elgin Legion Br. 221		3,000.00		
5 West Lorne Lawn Bowling Club	64.81	3,000.00		Cancelled
6 Backus Page House		3,000.00		
7 West Lorne Horticultural Society - Rental Fees			450.00	Cancelled
8 West Lorne Optimist Car Show		500.00	25.00	Cancelled
9 West Lorne Optimist Road Race		1,500.00		Cancelled
10 Playground Equipment			18,000.00	
11 Community Band	450.00	450.00		
12 West Lorne Santa Claus Parade		2,200.00		
13 Quad County Support Services		2,000.00		
14 Lori Parker - Community Charity Yard Sale			425.00	Cancelled
15 Community Policing		1,050.00	200.00	
16 Tiny Tots - rental fees		-	200.00	Cancelled
17 Rodney Kiwanis - rental fees			500.00	Cancelled
18 WECHC - rental fees		-	2,700.00	Cancelled
19 Municipality of Dutton-Dunwich Res. 2020-05	250.00			
20 Floral Gift - Sympathy	145.03	-	-	
21 Summer Fun Contest	\$ 76.00			
22 Graduation gift to local schools	1,200.00	-	-	
	<u>\$ 2,185.84</u>	<u>\$ 21,800.00</u>	<u>\$ 27,500.00</u>	



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-08-13
Subject: Engineering Services for the PGTP On-Site Sewage Disposal System Upgrades

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Engineering Services for the PGTP On-Site Sewage Disposal System Upgrades report and approves the proposal from RV Anderson for additional Engineering Services for the PGTP On-Site sewage disposal system upgrades in the amount of \$39,500.00 plus HST.

Purpose:

To obtain Council's approval and provide clarification on the scope of work related to the design tendering and contract administration of the on-site sewage system at the PGTP.

Background:

The Municipality of West Elgin retained R.V. Anderson Associates Ltd. to review and assess the on-site sanitary sewers at PGTP in September-2019. On February 26, 2020 RV Anderson presented the report at the committee of the whole meeting with the list of immediate requirements and recommendations:

- Service Area 4 – New septic tank and type 'A' dispersal bed, including geotechnical work for design of bed
- Service Area 1 – Dispersal bed repair and geotechnical work, temporary tile bed pipe
- All Areas – Upgrade lateral connections
- All Areas – Flow monitoring and sampling
- Improve maintenance schedule/records – the resources necessary to effectively operate and maintain the system.

It was in staff and council's best interest to keep the momentum going and proceed with the sewage refurbishment project. Unfortunately, couple weeks later the coronavirus pandemic paralyzed economic activity and put the breaks on the project. Recently, the sewage system project was revisited and discussed with staff and PGTP committee members at the July 31, 2020 meeting. It was suggested that we carry on with R.V. Anderson recommendation and proceed with the project. Attached in this report is R.V. Anderson detailed proposal for Council's consideration and approval.

Financial Implications:

2020 PGTP Budget – Transfer from Reserves \$180,000.00

Policies/Legislation:



R.V. Anderson Associates Limited
557 Southdale Road Suite 200
London Ontario N6E 1A2 Canada
Tel 519 681 9916 Fax 519 681 0899
www.rvanderson.com

August 10, 2020

RVA 194663

Municipality of West Elgin
2413 Hoskins Line, Box 490
Rodney, ON N0L 2C0

Attention: Magda Badura, CAO/Treasurer

Dear Magda:

Re: Scope Change Proposal for Port Glasgow Trailer Park
Scope Change #1 – Design, Tendering, and Contract Administration

R.V. Anderson Associates Limited (RVA) is pleased to provide this proposal for additional Engineering Services for the Port Glasgow Trailer Park (PGTP) On-Site Sewage Disposal System Upgrades. Our fees for this work are **\$39,500.00** excluding HST.

BACKGROUND

The Municipality of West Elgin (Municipality) retained R.V. Anderson Associates Limited (RVA) to undertake a study to review the sanitary servicing systems at the Port Glasgow Trailer Park (PGTP). RVA visited the site and prepared the Port Glasgow Trailer Park On-Site Sewage System Review report dated February 07, 2020. The findings of the report were presented and discussed with the Municipality at a meeting on February 26, 2020. Key recommendations made by RVA include:

1. Service Area #4 Upgrades – The treatment system is not currently meeting code or treating sewage to a level that is protecting the natural environment. A new treatment system is required. The existing septic tank should be replaced with an appropriately sized, two-compartment septic tank equipped with an effluent filter. The existing leaching bed should be completely removed and replaced. Geotechnical information should be obtained for sizing and determination of what type of leaching bed would be ideal. A Class IV treatment unit would be required which would be designed to meet effluent TSS and CBOD5 of 10 mg/L.
2. Service Area #1 Upgrades – To resolve the immediate ponding issue, the full structure of the dispersal bed should be removed from the area where ponding is observed. The underlying native clay should be scarified to improve the percolation rate and the dispersal bed materials replaced. While the underlying soil is exposed, shallow boreholes / samples of the underlying native clay should be taken to confirm the percolation rate is in excess of 15 min/cm.

3. Flow monitoring and sampling – Flow monitoring and sampling will significantly improve the amount of available information and trouble-shooting capability for the sewage treatment systems for all service areas. It is recommended that this is completed prior to more intensive exploratory methods to determine any effect of infiltration within the sanitary collection system.
4. Improved Maintenance Schedule/Records – An Operation and Maintenance (O&M) manual should be available as required by the ECA including the required operating, inspection and maintenance procedures. A comprehensive document would provide operations staff the resources necessary to effectively operate and maintain the system.
5. Proper Usage and Knowledge – To allow proper functioning of the septic tanks, pumping stations, and Waterloo Biofilter treatment units, it is essential that unintended materials are not disposed to the wastewater collection system. It is essential that all residents of the trailer park are aware of proper etiquette for usage of the septic systems and exercise their due diligence.

The Municipality advised that there is currently \$180,000 budgeted for the immediately required upgrades based on the recommendations made in the RVA report. The Municipality requested that RVA prepare a proposal to complete the design and contract administrative services to implement these immediate recommendations.

SCOPE OF WORK

a) Design Stage

Our team would review all collected information and drawings provided by the Municipality and discuss historical operations with Mysson. All previous records for flow monitoring, testing, samplings and maintenance will be requested to be provided by Mysson.

RVA will coordinate with our geotechnical sub-consultant (EXP Services Inc.) to complete the investigations in Service Areas 1 and 4 to confirm the underlying soil percolation rate. This information is required to establish the design criteria for the dispersal beds. A monitoring well will also be installed to allow for monitoring of groundwater levels to confirm whether the sand layers in the dispersal beds are saturated.

RVA will confirm and/or implement historical flow monitoring at each pumping station consisting of pump-down tests on site and utilization of pump time recordings to establish historical flow rates. These methods will be continued into the future by operators to allow for flow monitoring and recording.

RVA will complete the detailed design drawings and specifications required for a new septic tank and type 'A' dispersal bed in Service Area 4, and for a perforated pipe in stone bed within Service Area 1 to assist with temporary alleviation of the ponding issue if the problem persists.

RVA will prepare and submit a building permit approval application and an ECA amendment application to the MECP which will be required for the proposed upgrades to Service Area 4.

b) Tendering

RVA will prepare a suitable tender package for public solicitation of tenders by Contractors and assist with preparation of any necessary addenda during the tender period. RVA will review the proponents' submissions and provide a recommendation letter to the Municipality.

c) Construction

RVA will review shop drawings and provide technical assistance to the Municipality's staff during the construction period. A kick-off meeting with the contractor and Municipality along with five site visits have been assumed for our scope.

RVA would provide a final inspection of the completed installation and issue a letter of substantial completion. A set of as-built drawings will be provided with any changes that were incorporated during construction.

d) Exclusions

The following items are not included in the proposed scope:

1. Meetings or pre-consultations with the MECP or LTVCA.
2. Design of Class IV treatment unit and pumping station for Service Area 4. Note that a Class IV treatment unit is required for a Type A dispersal bed and will be indicated in the contract drawings as a 'phase 2' implementation to be completed in the future as a separate phase. This will be required for obtaining ECA and building permit approvals.
3. Design for the replacement of the dispersal bed for Service Area 1. The geotechnical investigation will confirm the percolation rate of the underlying clay and determine if expansion of the dispersal bed is necessary in the future.
4. Hydrogeological investigation and preparation of EASR or PTTW application.
5. Completion of a topographical/legal survey.
6. Modifications to the existing sanitary sewers.

SCHEDULE

RVA is available to commence shortly after receiving approval from the Municipality. It is anticipated that the drawings and specifications would be ready for a tender in early 2020. The approval timelines for the MECP are likely to delay the tendering of the project to late Spring.

ENGINEERING FEES

Our project pricing for the specified scope, following the approach we have recommended is **\$39,500.00** including disbursements, excluding HST.

Element	Cost
Geotechnical Exploration and Report	\$8,500.00
Design Work, Approvals, Drawings and Specifications	\$19,500.00
Tender Package and Tendering	\$3,000.00
Construction CA and Inspection	\$8,500.00
TOTAL ENGINEERING FEES	\$39,500.00

If this proposal is acceptable to the Municipality, please sign and return a copy of this letter. The Terms and Conditions of the original agreement will cover this additional work.

R.V. Anderson Associates Limited appreciates the opportunity to submit our proposal and look forward to continue working with the Municipality on this important project.

Yours very truly,

R.V. ANDERSON ASSOCIATES LIMITED



David Evans, P.Eng.
Senior Principal, Regional Manager

I hereby accept this proposal and authorize R.V. Anderson Associates Limited to proceed with the services as outlined above.

Name of Company

Name and Title printed

Signature – I have authority to bind the organization

Date

July 14, 2020

In This Issue

- SWIFT 2.0 Update
- Warden's Charity Golf Tournament Cancelled
- Festival and Event Grant Allocations and Community Grant Program Update
- Terrace Lodge Fundraising Committee Appointments and Steering Committee Updates
- Changes to Elgin County Reduced Speed Zone By-Law and Community Safety Zone By-Law
- Council Undertakes Development Charges Study
- Service Delivery Review Interim Report Summary
- Community Safety and Well-Being Plan Update
- Environmental Committee Established
- County to Review Deer Crossing Signage

Contact Us

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

SWIFT 2.0 Update

The Warden provided an update on a special Western Ontario Wardens Caucus (WOWC) meeting, which was held on July 2, 2020, to discuss the Caucus' support for a Southwestern Integrated Fibre Technology 2.0 initiative as Southwestern Ontario's funding mechanism to advance the expansion of critical broadband infrastructure across Southwestern Ontario.

The WOWC passed a resolution at its meeting held on July 2, 2020:

- Supporting Southwestern Integrated Fibre Technology (SWIFT) as Southwestern Ontario's funding mechanism to advance the expansion of critical broadband infrastructure across Southwestern Ontario;
- Requesting that the Government of Canada provide direct funding of \$254 million and the Government of Ontario provide direct funding of \$221 million to support development of high speed (50 megabits per second and faster) community broadband; and
- Stating that combined with a \$68.4M commitment from the region and a \$105M contribution from the private sector (ISPs), WOWC intends to successfully address the \$1B Southwestern Ontario infrastructure deficit and achieve the interim goal of providing 50/10 broadband services to 95% of the population within Southwestern Ontario by 2025.

Click [here](#) for information with respect to the anticipated financial commitment from Elgin County.

Warden's Charity Golf Tournament Cancelled

The 12th Annual County of Elgin Warden's Charity Golf Tournament scheduled for the fall of 2020 at the St. Thomas Golf and Country Club has been cancelled due to COVID-19.

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- County to Review Deer Crossing Signage

Contact Us

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ckrahn@elgin.ca
www.elgincounty.ca

Out of respect for the health and safety of Elgin County residents, and due to Provincial restrictions on public gatherings, Warden Dave Mennill has made the difficult decision to cancel the tournament.

"Keeping our residents safe and healthy and preventing the spread of COVID-19 in our communities is the number one priority of Elgin County Council," said Warden Mennill. "We are of course disappointed to cancel an event that provides a significant contribution to the United Way Elgin Middlesex and the agencies that it serves. Given the on-going needs of the organization and the increasing demand for its services as a result of the pandemic, we are challenging those who would have participated in the past to donate directly to the United Way to help meet the needs of Elgin's most vulnerable community members. We can't gather in person but we can still make a difference."

You can donate to United Way online here:

<https://community.unitedwayem.ca/comm/SinglePageRegPledge.jsp?&SA=2232551>

Festival and Event Grant Allocations and Community Grant Program Update

County Council approved funding in the amount of \$3000 for the STEAM Centre and \$2000 for the Elgin 4-H Association through the Festival and Event Partnership Program as recommended by the Rural Initiatives and Planning Advisory Committee. Many events have been cancelled in 2020 as a result of COVID-19; however, the STEAM Centre and the Elgin 4-H Association are finding creative ways to continue delivering their services to the residents of Elgin County through the innovative use of virtual programming.

Council also approved a new Community Grant Program that seeks to standardize the process of applying for Elgin County grants, assist established and emerging community programs, and encourage new and innovative programming ideas from applicants.

Terrace Lodge Fundraising Committee Appointments and Steering Committee Updates

Council officially appointed three (3) new members to the Terrace Lodge Redevelopment Fundraising Committee as recommended by the Committee. Jamie Chapman, Richard Kisuule and Jim Jenkins will join the existing members in raising funds to purchase items that will make the newly redeveloped Terrace Lodge feel more like a home for residents. The experience and enthusiasm of these individuals will be assets to the Committee as it moves forward.

In This Issue

- SWIFT 2.0 Update
- Warden’s Charity Golf Tournament Cancelled
- Festival and Event Grant Allocations and Community Grant Program Update
- Terrace Lodge Fundraising Committee Appointments and Steering Committee Updates
- Changes to Elgin County Reduced Speed Zone By-Law and Community Safety Zone By-Law
- Council Undertakes Development Charges Study
- Service Delivery Review Interim Report Summary
- Community Safety and Well-Being Plan Update
- Environmental Committee Established
- County to Review Deer Crossing Signage

Contact Us

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

The Terrace Lodge Steering Committee brought a report before Council detailing the progress of the project to date. Work has been delayed as a result of COVID-19, preventing construction workers from entering resident areas during lockdown. A plan has been developed to allow the first 12 months of the construction to begin on the addition with no entry into resident areas.

The Committee has also given some consideration to additional features that could be included in the construction that would make operations during future pandemics more efficient. These features include oxygen storage, negative pressure rooms, staff locker room modifications and expanded dining space. The preliminary additional costs for these features are detailed in the report titled “Terrace Lodge Redevelopment July 2020 Update” and will be further explored in a future report to County Council.

Changes to Elgin County Reduced Speed Zones and Community Safety Zones

The County of Elgin has made amendments to the by-law regulating reduced speed zones on Elgin County roads and to the by-law regulating Community Safety Zones.

Four separate reduced speed zones along County roads require revisions. It is proposed that two existing speed zones be reduced from 60km/h to 50km/h (Talbot Line - #3 in the hamlets of Shedden and Wallacetown), a new 60km/h zone is introduced on County Road 40 (Glencolin Line) and an existing 60km/h zone is eliminated (Wonderland Road).

Council Undertakes Development Charges Study

Elgin County Council voted to reconsider a motion, originally defeated in March of 2019, to undertake a development charges study. Considering both increasing residential growth in the County and new information provided by Director of Engineering Services, Brian Lima, Council decided to undertake the study. Next steps include the preparation of a growth forecast, compiling historic inventories and preparing a 10-year development charges capital plan. The results of this study will be brought before Council before any decisions are finalized regarding the implementation of development charges in Elgin.

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Service Delivery Review Interim Report Summary

In January of 2020, the County of Elgin received funding through the Municipal Modernization Program to carry out a Service Delivery Review (SDR). The purpose of this review is to make municipal services more effective, efficient and responsive to the needs of Elgin's residents and municipal partners.

StrategyCorp Inc. was selected to undertake this review and have been engaging in extensive stakeholder reviews since February. An interim report was presented to Elgin County Council and subsequently submitted to the Province in June.

The [Service Delivery Review Interim Report Summary](#) provides an overview of the review, its key priorities, deliverables to date, opportunities identified and next steps.

A final report will be presented to County Council and submitted to the Province in September.

Community Safety and Well-Being Plan Update

The County of Elgin in conjunction with the Town of Aylmer, the City of St. Thomas and local police services are undertaking the process of developing a Community Safety and Well-Being Plan in accordance with the Police Services Act and Bill 175 – The Safer Ontario Act. This plan will mark a shift in focus from a reactive, response-based approach to incidents to a more proactive, holistic approach to community safety.

Despite initial setbacks due to COVID-19, work on the CSWB Plan is moving forward albeit in a different format than originally anticipated. An Advisory Group comprised of relevant local organizations and community groups has been surveyed and engagement of these individuals will continue as the process moves forward.

Environmental Committee Established

Elgin County Council established an Environmental Committee and appointed Councillors Jones and Martyn to serve on the Committee as Council's representatives. The Environmental Advisory Committee provides input, advice and makes recommendations on environmental matters affecting the County of Elgin.

The Advisory Committee is responsible for the following:

In This Issue

- SWIFT 2.0 Update
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- To serve as an advisory, resource and information support group to the Rural Initiatives and Planning Advisory Committee, Municipal Council and its Committees as required, and to the citizenry to encourage and promote sustainable programs and functions such as: Waste reduction, reuse and recycling programs; Water and energy conservation measures; and Climate change mitigation.
- To investigate such other aspects of environmental concern as may be suggested by County Council, its other Committees, or civic administration.
- To initiate and/or receive submissions and/or delegations regarding any environmental concerns and to report with recommendations to the Rural Initiatives and Planning Advisory Committee and/or County Council when appropriate.

The full Committee Terms of Reference can be accessed in the July 14th, 2020 County Council Agenda Package.

The recruitment process for citizen appointees will begin in July.

County to Review Deer Crossing Signage

In response to a request from Police Services Board Chair, Sally Martyn, Elgin County Council directed Brian Lima, Director of Engineering Services, to review the County’s deer crossing warning signage to ensure its adequacy in response to a significant increase in deer/vehicle collisions during the first Quarter of 2020. The results of the review will be brought before County Council at a future date.

The complete July 14, 2020 County Council Agenda package can be found [here](#).



Minutes

Port Glasgow Trailer Park Committee

October 21, 2019

1:00 p.m. Council Chambers, West Elgin Municipal Office

Present: R. Leatham, Chair
B. Rowe, Vice Chair
O. Fournie
S. Higginbottom
B. Howell
M. Marsh
J. Reteff

Staff: M. Badura, CAO/Treasurer
M. Fletcher, Administrative Assistant
J. Nethercott, Recording Secretary

1. Call to Order

Mr. Leatham, Chair called the meeting to order at 1:04 p.m.

2. Adoption of Agenda

Moved: B. Howell

Seconded: M. Marsh

That Port Glasgow Trailer Park Committee hereby adopts the agenda as circulated.

Disposition: Carried

3. Disclosure of Pecuniary Interest

None.

4. Adoption of the Minutes

Moved: M. Marsh

Seconded: O. Fournie

That the Port Glasgow Trailer Park Committee adopt the minutes of September 16, 2019 as amended.

Disposition: Carried

5. Business Arising from Minutes

Shelley Higgenbottom inquired about the recovering of the picnic tables in the Dance Hall. Mrs. Higgenbottom stated that seats and tops of tables need to be replaced. Ben Howell suggested getting quotes for this work.

The Committee requested staff to create a form letter for dumping over the bank and create Steve a form for his two warnings.

Moved: J. Reteff
Seconded: O. Fournie

That the Port Glasgow Trailer Park Committee direct that a rule for giving notice to tenants breaking the Rules & Regulations be added to the Rules & Regulations for 2020.

Disposition: Carried

Councillor Rowe requested that a signature line be added at the bottom of the rules that are sent to seasonal campers to confirm they have been read and understood.

6. New Business

6.1. Fees & Charges for 2020

Moved: B. Rowe
Seconded: J. Reteff

That Port Glasgow Trailer Park Committee hereby recommends to West Elgin Council that they exempt seasonal residents from paying for rentals of the dance hall or pavilion and propose that the rental fee for the Rec Hall be lowered from \$50 to \$25.

Disposition: Carried

The Committee requests staff to add a separate line to the Fees & Charges in the amount of \$57 for Electric Cars.

6.2. Requested Capital Projects List

B. Howell stated that the pavilion ceiling and south washroom roof should be the top priorities for capital projects in 2020.

The Committee recommends obtaining 4 washing machines for the laundromat and an increase in the fee for washing at the laundromat to \$3 and leave cost of dryers at \$2 until the units are replaced in the future.

6.3. Memorial Cairn

Committee suggested that the quotes be obtained to fix the Carin and replace the gates in the Memorial Park and be presented to the committee.

6.4. Budget to Actuals

Committee received the 2019 budget to actual report.

7. New Business

Marie Marsh inquired if the committee meetings for 2020 could be returned to the third Friday of the month at 1 pm. Committee agreed to set meetings for this date as much as possible.

8. Adjournment

Moved: J. Reteff
Seconded: O. Fournie

That the Port Glasgow Trailer Park Committee hereby adjourn at 2:33 p.m. to meet again on April 17, 2019 at 1:00 p.m. or at the call of the Chair.

Disposition: Carried

Richard Leatham, Chair

Jana Nethercott, Recording Secretary

Rodney Aldborough Agriculture Society
Board of Director's Meeting Minutes
May 12, 2020

1. Roll Call
 - a. Dan Balint, Travis, Al, Janet, Cynthia, Lynda, Dan Soos, Mike, Tarassa, Trena, Hilary, Laura, Sean
2. Additions to Agenda – Added Prize and Chronicle
3. Approval of Agenda - Trena approved. 2nd Sean
4. Approval of Minutes – March 10th, Lynda approved, 2nd Laura.
5. Financial Report
 - a. \$22826.15 in the bank as of yesterday. Ad collecting on hold as businesses are closed. Ad collecting is down. Approved by Trena, 2nd by Lynda.
6. General Business
 - a. Should we scale down or cancel the fair for 2020
 - i. CNE Canceled
 - ii. Consider the times with people not working
 - iii. Consider waiting to decide to cancel
 - iv. **Vote to Cancel 5 votes**, Postpone Decision o votes or **Cancel with opportunity to fundraise if we can 8 votes.**
 - v. Travis and Trena to write up note about cancelling fair 2020 for public.
 - b. Prize Book – No 2020 prize book due to cancelation. Talk to the ad donators after a month if they don't reach out from the ads and notices posted.
 - c. Chronicle – Fair coverage missed Rodney Fair. Trena to follow-up with why and to ask about posting our cancelation to 2021
 - d. Janet to follow up with insurance if we have to pay this year and how much.
 - e. Bo Horvat Lottery date do remain the same as tickets have been sold already
7. Place and time of Next meeting
 - a. June 9th, 7:30PM – to discuss next steps
8. Adjournment- Lynda, 2nd Travis

From: [AMO President](#)
Subject: Thank you for your resolutions with preferred timing for transition of your Blue Box program
Date: July 17, 2020 4:01:20 PM
Attachments: [Appendix A - Municipal Resolutions Summary 2020-07-16.pdf](#)

Dear Mayor/Head of Council:

RE: Thank you for your resolutions with preferred timing for transition of your Blue Box program

In December 2019 I wrote to you requesting that your Council pass a resolution outlining the preferred date to transition your municipal Blue Box program to full producer responsibility if provided the opportunity to self-determine (between January 1, 2023 and December 31, 2025). I asked that resolutions be provided by June 30, 2020. Despite the challenges all of our communities have faced with the COVID-19 emergency, we have received over 160 resolutions which represents over 95% of the Province's Blue Box program.

I want to thank each of you for providing this information to the Minister of the Environment, Conservation and Parks and AMO.

We have attached a summary of the information we have received from each of you and I would ask that you review it and let us know by August 15, 2020 if there are any revisions or corrections required.

Please note: the attachment lists municipal programs as they report into the datacall. For some programs, this is completed as a group of municipalities under an Association (i.e. Bluewater Recycling, Essex-Windsor Solid Waste Authority etc.) or as an upper tier municipality where services are provided by both levels of government (i.e. Oxford County, York Region etc.). We have presented the date based on what the majority of members selected. However, in some cases there are discrepancies in the dates chosen by members within these groups. If your municipality finds itself in this situation, please take a look and discuss this with your peers in the Association or in your Region or County. Also note that all resolutions have been provided to Ministry as they were received.

The Ministry of the Environment Conservation and Parks has already received this information and will be using it to inform their recommendations on the transition schedule in their draft Regulation which is expected by the end of the summer.

As you know, the transitions of the Blue Box programs to full producer responsibility are expected to occur with approximately one third of the program transitioning in each of 2023, 2024 and 2025. Based on the responses received, we have used the transition date you have proposed and allocated your program's transition over a 12 month period. For example, a municipality that indicated a transition date of July 1, 2023 would have half of the program allocated to 2023 and the other half allocated to 2024. Based on this, the preferred timing indicated through Council resolutions provides for a measured transition over the three years, as shown in the Table below using a number of different criteria:

	Households	Population	Collected	Marketed	Gross Cost	Net Cost	Waste Generated
2023 *Represents 96 programs	39.98%	37.62%	37.82%	37.32%	38.68%	37.56%	38.91%
2024 *Represents 20 programs	28.56%	29.02%	28.36%	27.61%	27.56%	27.17%	28.66%
2025 *Represents 15 programs	24.24%	27.57%	28.82%	28.39%	25.48%	26.01%	28.85%

PLEASE NOTE that the Ministry of the Environment, Conservation and Parks will be making the final determination on the transition schedule.

Thank you again for your hard work to submit your resolutions by June 30th despite all of the challenges we have faced over the last several months.

If you have any questions or require further information, please contact Dave Gordon, Senior Advisor, at 416 389 4160 or dgordon@amo.on.ca or Amber Crawford, Policy Advisor, at 416 971 9856 extension 353 or acrawford@amo.on.ca.

Sincerely,

Jamie McGarvey
AMO President
Mayor of Parry Sound

Attachment: Municipal Resolutions Summary

APPENDIX A – MUNICIPAL RESOLUTIONS & INTENTIONS (complete to July 16, 2020)

The call for resolutions made it clear that the transition date preferred by Councils are not binding, and there was no guarantee that the process would be accepted by the Province.

Note that most resolutions were passed at Council, with two exceptions where staff had delegated authority to make that decision (City of Toronto and City of Ottawa). Most resolutions include provisions that indicate a desire to be transitioned earlier if possible.

Municipalities Seeking to Transition 2023

Municipality who Passed A Complete Resolution at Council or Staff Have Delegated Authority (Datacall Group)	Reported Transition Date
1. Town of Aylmer (5)	2023 (no date specified)
2. City of Kawartha Lakes (4)	2023 (no date specified)
3. City of Sarnia (3)	2023 (no date specified)
4. City of Toronto (1)	2023 (no date specified)
5. Town of Greater Napanee (7)	January 2023 (no date specified)
6. Township of Addington Highlands (9)	January 1, 2023
7. Township of Algonquin Highlands (6)	January 1, 2023
8. Township of Armour (8)	January 1, 2023
9. Municipality of Bayham (7)	January 1, 2023
10. Township of Beckwith (7)	January 1, 2023
11. Township of Billings (8)	January 1, 2023
12. Township of Bonnechere Valley (9)	January 1, 2023
13. City of Brockville (5)	January 1, 2023
14. Municipality of Callander (6)	January 1, 2023
15. Town of Carleton Place (5)	January 1, 2023
16. Township of Carlow Mayo (9)	January 1, 2023
17. Township of Central Frontenac (9)	January 1, 2023
18. Municipality of Central Elgin	January 1, 2023
19. Municipality of Chatham-Kent (4)	January 1, 2023
20. Town of Cochrane (6)	January 1, 2023
21. Town of Deseronto (5)	January 1, 2023
22. Township of Drummond North Elmsley (7)	January 1, 2023
23. City of Dryden (6)	January 1, 2023
24. Municipality of Dutton Dunwich (7)	January 1, 2023
25. Municipality of Dysart et al (9)	January 1, 2023
26. Township of Edwardsburgh Cardinal (7)	January 1, 2023
27. Township of Front of Yonge (9)	January 1, 2023

Municipality who Passed A Complete Resolution at Council or Staff Have Delegated Authority (Datacall Group)	Reported Transition Date
28. Town of Gananoque (5)	January 1, 2023
29. City of Guelph (3)	January 1, 2023
30. Municipality of Hastings Highlands (7)	January 1, 2023
31. Hawkesbury Joint Recycling (7)	January 1, 2023
32. Townships of Head, Clara & Maria (6)	January 1, 2023
33. Municipality of Highlands East (8)	January 1, 2023
34. Town of Hearst (8)	January 1, 2023
35. Township of Horton (7)	January 1, 2023
36. Municipality of Huron Shores (8)	January 1, 2023
37. City of Kenora (6)	January 1, 2023
38. City of London (1)	January 1, 2023
39. Township of Malahide (7)	January 1, 2023
40. Municipality of Mattice-Val Côté (8)	January 1, 2023
41. Township of Montague (7)	January 1, 2023
42. District of Muskoka (4)	January 1, 2023
43. Municipality of Neebing (7)	January 1, 2023
44. Township of Nairn and Hyman (6)	January 1, 2023
45. Region of Niagara (2)	January 1, 2023
46. City of North Bay (4)	January 1, 2023
47. County of Northumberland (4)	January 1, 2023
48. Township of O'Connor (8)	January 1, 2023
49. Town of Parry Sound (5)	January 1, 2023
50. Town of Prescott (5)	January 1, 2023
51. Township of Prince (6)	January 1, 2023
52. Township of Russell (7)	January 1, 2023
53. Municipality of Red Lake (8)	January 1, 2023
54. County of Simcoe (2)	January 1, 2023
55. Township of Sioux Narrows-Nestor Falls (8)	January 1, 2023
56. Town of Smiths Falls (5)	January 1, 2023
57. Township of Southwold (7)	January 1, 2023
58. Town of Spanish (6)	January 1, 2023
59. Village of Sundridge (5)	January 1, 2023
60. City of Timmins (6)	January 1, 2023
61. Municipality of West Elgin (7)	January 1, 2023
62. Municipal of West Grey (7)	January 1, 2023
63. Township of Southgate (7)	Between January 1, 2023 and June 30, 2023
64. City of St. Thomas (5)	March 1, 2023

Municipality who Passed A Complete Resolution at Council or Staff Have Delegated Authority (Datacall Group)	Reported Transition Date
65. Township of Perry (7)	March 2, 2023
66. City of Clarence-Rockland (7)	March 13, 2023
67. City of Hamilton (1)	April 1, 2023
68. Municipality of the Nation (7)	April 1, 2023
69. City of Stratford (5)	May 2023 (no date specified)
70. City of Owen Sound (5)	May 31, 2023
71. Dufferin County (4)	June 1, 2023
72. City of Ottawa (2)	June 1, 2023
73. Township of Sables-Spanish (6)	June 1, 2023
74. Township of Tarbutt (8)	June 1, 2023
75. Township of Howick (7)	June 30, 2023
76. Town of Plympton-Wyoming (7)	June 30, 2023
77. Regional Municipality of Durham (2)	July 1, 2023
78. Loyalist Township (7)	July 1, 2023
79. St. Clair Township (7)	July 1, 2023
80. City of Thunder Bay (3)	July 1, 2023
81. County of Wellington (4)	July 1, 2023
82. Town of Arnprior (5)	July 29, 2023
83. Township of McNab/Braeside (7)	July 29, 2023
84. Town of Renfrew (5)	July 29, 2023
85. Township of Enniskillen (9)	September 1, 2023
86. Town of Kirkland Lake (6)	September 30, 2023
87. Municipality of Meaford (7)	September 30, 2023
88. City of Sault Ste. Marie (3)	September 30, 2023
89. Town of Deep River (7)	October 1, 2023
90. County of Haldimand (7)	October 16, 2023
91. City of Peterborough (3) *passed General Committee but waiting for Council approval*	November 1, 2023
92. County of Peterborough (4)	November 1, 2023
93. Township of Carling (8)	(by) December 31, 2023
94. Village of Burk's Falls (9)	December 31, 2023
95. Municipality of Casselman (5)	December 31, 2023
96. Municipality of Magnetawan (8)	December 31, 2023

Municipalities Seeking to Transition in 2024

Municipality who Passed A Complete Resolution at Council or Staff Have Delegated Authority (Datacall Group)	Reported Transition Date
1. Municipality of South Dundas (7)	2024 (no date specified)
2. Township of South Stormont (7)	2024 (no date specified)
3. Township of Faraday (9)	January 1, 2024
4. Town of Hanover (5)	January 1, 2024
5. Township of North Dundas (7)	January 1, 2024
6. City of Orillia (5)	January 1, 2024
7. Tay Valley Township (9)	January 1, 2024
8. Township of Tudor and Cashel (9)	January 1, 2024
9. Region of Waterloo (2)	March 2, 2024
10. Bluewater Recycling Association (4)	April 1, 2024
11. City of Barrie (3)	May 1, 2024
12. Township of Augusta (9)	June 1, 2024
13. Essex-Windsor Solid Waste Authority (2)	August 28, 2024
14. Municipality of Powassan (6)	September 16, 2024
15. County of Norfolk (4)	September 28, 2024
16. Region of Peel (1)	October 1, 2024
17. Town of Fort Frances (6)	October 31, 2024
18. County of Brant (7)	November 1, 2024
19. Town of Blind River (6)	November 20, 2024
20. Township of Eanturel (6)	December 31, 2024

Municipalities Seeking to Transition in 2025

Municipality who Passed A Complete Resolution at Council or Staff Have Delegated Authority (Datacall Group)	Reported Transition Date
1. County of Oxford (4)	2025 (no date specified)
2. Town of Central Manitoulin (6)	January 1, 2025
3. City of Temiskaming Shores (6)	January 1, 2025
4. Ottawa Valley Waste Recovery Centre (6)	March 28, 2025
5. Region of Halton (1)	April 1, 2025
6. Town of Perth (5)	June 1, 2025
7. Quinte Waste Solutions (4)	August 1, 2025
8. Municipality of Killarney (8)	(by) October 31, 2025
9. Bruce Area Solid Waste Recycling (4)	December 31, 2025
10. Township of Brudenell, Lyndoch & Raglan (9)	December 31, 2025

Municipality who Passed A Complete Resolution at Council or Staff Have Delegated Authority (Datacall Group)	Reported Transition Date
11. Township of Hilliard (8)	December 31, 2025
12. Municipality of North Stormont (7)	December 31, 2025
13. Municipality of Northern Bruce Peninsula (9)	December 31, 2025
14. Tri-Neighbours Board of Management (6)	December 31, 2025
15. Region of York (1)	December 31, 2025
16. Township of Johnson	December 31, 2025

FOR CONSULTATION

ELGIN GROUP POLICE SERVICES BOARD

MEMORANDUM



To: Mayor McPhail and West Elgin Council

From: Julie Gonyou, Secretary/Administrator, Elgin Group Police Services Board

Date: July 15, 2020

Subject: 2020 Elgin Group Police Services Board

The members of the Elgin Group Police Services Board for 2020 are:

Sally Martyn, Chair

Ida McCallum, Vice-Chair

Dan Froese, Board Member

Provincial Appointee – Trudy Kanellis

Provincial Appointee – Dave Jenkins

Sincerely,

Julie Gonyou
Secretary/Administrator, Elgin Group Police Services Board
Chief Administrative Officer, County of Elgin

July 21, 2020

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Re: Emancipation Day Resolution

Please be advised the Council of the Municipality of Chatham-Kent at its regular meeting held on July 20, 2020 passed the following resolution:

That Chatham-Kent Council acknowledges and supports the following Private Members Bill put forward by Majid Jowhari; M-36, *Emancipation Day*, 43rd Parliament, 1st Session that reads as follows:

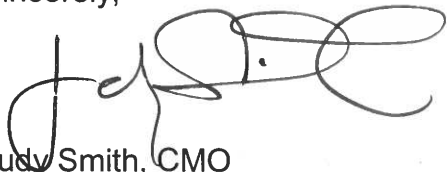
That the House recognizes that:

- a) The British Parliament abolished slavery in the British Empire as of August 1, 1834
- b) Slavery existed in the British North America prior to its abolition in 1834
- c) Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1, as Emancipation Day
- d) The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for People of African Descent to highlight the important contributions that people of African Descent have made to Canadian society, and to provide a platform for confronting anti-black racism; and
- e) The heritage of Canada's people of African descent and the contributions they have made and continue to make to Canada; and that in the opinion of the House, the government should designate August 1 of every year as "Emancipation Day" in Canada

That support for this motion is sent to our Member of Parliament and all House of Commons representatives. And that support for this motion be sent to all Municipalities.”

If you have any questions or comments, please contact Judy Smith at ckclerk@chatham-kent.ca

Sincerely,



Judy Smith, CMO
Director Municipal Governance
Clerk /Freedom of Information Coordinator

C

All House of Commons Representatives
Ottawa, ON K1A 0A6

Majid Jowhari, MP

Hon Wanda Thomas Bernard
Senator- Nova Scotia (East Preston)

Lianne Rood, MP, Lambton-Kent-Middlesex

Dave Epp MP Chatham-Kent –Leamington

C Ontario Municipalities

July 31, 2020

Alex Ruff, Member of Parliament
Bruce – Grey – Owen Sound
1102 2nd Avenue East, Suite 208
Owen Sound, ON N4K 2J1

Dear Mr. Ruff:

Re: Support for Private Member's Bill M-36 – Emancipation Day

At its Regular meeting held on July 27, 2020, the Council of the Corporation of the City of Owen Sound considered the above noted matter and passed Resolution No. R-200727-023 as follows:

R-200727-023

"THAT Owen Sound City Council acknowledges and supports the following Private Members Bill put forward by Majid Jowhari: M-36, Emancipation Day, 43rd Parliament, 1st Session that reads as follows:

"THAT the House recognizes that:

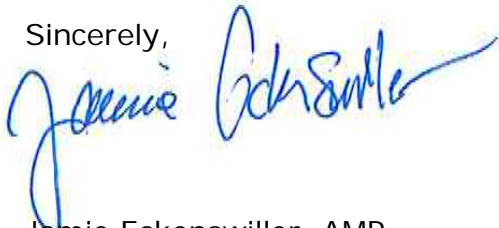
- a. The British Parliament abolished slavery in the British Empire as of August 1, 1834;**
- b. Slavery existed in the British North America prior to the abolition in 1834;**
- c. Abolitionists and others who struggled against slavery, including those who arrived in Upper and Lower Canada by the Underground Railroad, have historically celebrated August 1st as Emancipation;**
- d. The Government of Canada announced on January 30, 2018 that it would officially recognize the United Nations International Decade for people of African Descent to highlight the important contributions that people of African descent have made to Canadian society, and to provide a platform for confronting anti-Black racism;**
- e. The heritage of Canada's peoples of African descent and the contributions they have made and continue to make to Canada and in the opinion of the House, the Government should designate August 1 of every year as "Emancipation Day" in Canada."; and**

THAT support for this motion be sent to the Member of Parliament for Bruce-Grey-Owen Sound and all House of Commons representatives; and

THAT support for this motion be sent to all municipalities in Ontario."

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



Jamie Eckenswiller, AMP
Deputy Clerk
City of Owen Sound

cc. All Members of the House of Commons
All Ontario Municipalities



July 15, 2020

Re: 20th Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 22, 2020

To Ontario mayors and councils,

We are writing to ask that you and your council proclaim and participate in Child Care Worker & Early Childhood Educator Appreciation Day on Thursday, October 22, 2020. This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's Child Care Worker and Early Childhood Educator Appreciation Day is especially important as we recover from COVID-19. Child care centres are the cornerstone of our economic recovery and function to ensure that parents have the support they need to fully participate in the workforce.

If your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this important day:

- Your council sponsors a public announcement;
- Display our posters and distribute our buttons; and
- Organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres.

A sample proclamation and document outlining additional ways to recognize this important day is attached.

We would love to acknowledge municipalities who choose to celebrate child care workers and ECEs across Ontario on October 22, 2020. Please let us know how your municipality is participating in the appreciation day and we will add you to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, 489 College St., Suite 206, Toronto, ON M6G 1A5, or by email at: carolyn@childcareontario.org.

Thank you for your consideration.

Sheila Olan-Maclean
President, OCBCC

Fred Hahn
President, CUPE Ontario Division

20th Annual Child Care Worker & Early Childhood Educator Appreciation Day

October 22, 2020

Proclamation

Whereas years of research confirms the benefits of high quality child care for young children's intellectual, emotional, social and physical development and later life outcomes; and

Whereas child care promotes the well-being of children and responds to the needs of parents and the broader community by supporting quality of life so that citizens can fully participate in and contribute to the economic and social life of their community; and

Whereas trained and knowledgeable Early Childhood Educators and child care staff are the key to quality in early learning and child care programs and champions for children;

Therefore Be It Resolved that October 22, 2020 be designated the 20th annual "Child Care Worker & Early Childhood Educator Appreciation Day" in recognition of the education, dedication and commitment of child care workers to children, their families and quality of life of the community.



20TH ANNIVERSARY | OCTOBER 22, 2020

CHILD CARE WORKER AND EARLY CHILDHOOD EDUCATOR APPRECIATION DAY

This day recognizes the commitment, hard work and dedication of Early Childhood Educators (ECEs) and staff who work with young children. Each year, the day is proclaimed by The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE), municipalities and school boards across Ontario, and is marked by hundreds of child care centres, unions, and allies.

This year's theme is Rising Up!

Tips to Recognize and Celebrate the Day!

Everyone	Municipalities	School Boards	Child Care Centres
<p>Show child care workers your appreciation on social media:</p> <ul style="list-style-type: none"> • Share photos of how you're celebrating the day • Share an event prior to the date to raise awareness • Write a kind message about a child care provider you know • Use the hashtag #ECEappreciation and tag us @ChildCareON 	<ul style="list-style-type: none"> • Place an ad in the local newspaper promoting the day • Nominate staff from local child care centres to be recognized by the Mayor • Encourage local councillors to tour child care centres to find out more about this important work • Organize a community-wide celebration to recognize individual staff, centres, and programs 	<ul style="list-style-type: none"> • Insert the day on the October calendar • Arrange to have the day announced on the PA • Encourage classes of students to visit the child care centre • Set up a Wall of Fame where parents have the opportunity to say thank you to staff • Place our poster on school bulletin boards 	<ul style="list-style-type: none"> • Host a pizza lunch for staff • Give staff members a certificate of appreciation. • Have every staff in the centre vote on one child care champion of the year • Set up a board near the entrance of the centre where parents may write thank-you notes • Place our poster on the main doors

* Contact the OCBCC to order posters and buttons by Thursday, October 1, 2020 to ensure timely delivery.

Ontario Coalition for Better Child Care

Phone: 416-538-0628

Email: info@childcareontario.org



CORPORATION OF THE TOWNSHIP OF SOUTH GLENGARRY

MOVED BY Stephanie Jaworski

RESOLUTION NO 229-2020

SECONDED BY Lyle Warden **DATE** July 20, 2020

WHEREAS the COVID-19 pandemic has disproportionately affected the vulnerable elderly population in Canada's long-term care (LTC) homes and some of Ontario's LTC homes are among those with the highest fatality rates in the country as the pandemic has exposed deplorable conditions in many LTC homes across Canada; and

WHEREAS it is the mandate of the Ministry of Long-Term Care to inspect long term care homes on an annual basis and these inspections have consistently dropped in number since 2017 with only nine completed out of 626 long term care homes in 2019; and

WHEREAS residents have been endangered by personnel moving between infection zones without adequate equipment; and

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of South Glengarry urges the Ontario government to provide funding to increase full-time positions in place of casual and part-time labour in long term care homes and requests that the Ministry of Long-term Care acts to regularly inspect all long term care homes, and sound infection control measures are put in place at all Ontario long term care homes, and that this resolution be forwarded to Premier Ford, the Minister of Long-term Care Merrilee Fullerton and all Ontario municipalities for consideration.

☒ CARRIED

☐ DEFEATED

☐ POSTPONED


Mayor Frank Prevost

Recorded Vote:	Yes	No
Mayor Prevost	—	—
Deputy Mayor Warden	—	—
Councillor Lang	—	—
Councillor Jaworski	—	—
Councillor McDonell	—	—



CORPORATION OF THE TOWN OF RENFREW

RESOLUTION NO. 2020 - 06 - 44

Moved By: Reeve Emon
Seconded By: Councillor Jamieson

WHEREAS the COVID-19 pandemic crisis has had a catastrophic affect on employment and small business survival rates, with over 11.3% jobless rate in Ontario in April 2020 alone with only a few signs of a change over the next several fiscal periods;

AND WHEREAS the Renfrew County region is already at a distinct economic disadvantage due to a shorter infrastructure construction season and the lack of essential services, like effective and available broadband across its vast and rural area that would allow for greater flexibility to work from home, or telecommute;

AND WHEREAS the County of Renfrew and the other 19 municipalities and first nations reserves within the geographical borders have an incredible influence on the economy through investments in infrastructure spending, with over \$70million being invested in 2020 in municipal projects, but will now have to evaluate and adjust the way they safely operate and offer community services and modes of transportation;

AND WHEREAS the County of Renfrew and the other 19 municipalities and first nations reserves have submitted over \$73.5 million worth of applications to the *Investing in Canada Infrastructure Program: Community, Culture and Recreation Stream*, with all considered shovel ready and shovel worthy;

AND WHEREAS the County of Renfrew and the other 19 municipalities and first nations reserves have submitted previously over \$25million in the *Investing in Canada Infrastructure Program: Green Stream* and *Investing in Canada Infrastructure Program: Rural & Northern Stream*;

AND WHEREAS both large and small infrastructure projects have the immediate effect on local small and medium businesses in our region with consideration of the multiplier ratio on every \$1million invested having the ability to create 7.6 jobs in the local marketplace, meaning that approval of these projects would create over 1,200 jobs across Renfrew County;

NOW THEREFORE BE IT RESOLVED that the Council of the Town of Renfrew calls upon the Governments of Ontario and Canada to fast track the review of current and previous *Investing in Canada Infrastructure Program* grant applications in order to provide much needed employment and investment into rural Ontario to provide sustainable infrastructure that will be safe and suitable in a post-pandemic setting;

AND FURTHER THAT a copy of this resolution be circulated to the Right Honourable Prime Minister of Canada; the Honourable Premier of Ontario; MP Cheryl Gallant, Renfrew-Nipissing-Pembroke; the Honourable John Yakabuski, MPP Renfrew-Nipissing-Pembroke; the Minister of Infrastructure; the Association of Municipalities Ontario; Rural Ontario Municipalities Association and all Municipalities within the Province of Ontario.

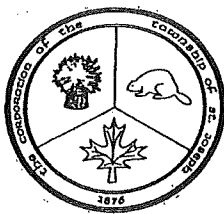
- CARRIED -

I, Jennifer Charkavi, Deputy Clerk of the Corporation of the Town of Renfrew, do hereby certify this to be a true and complete copy of Resolution No. 2020 - 06 - 44, passed by the Council of the Corporation of the Town of Renfrew at its meeting held the 23rd day of June 2020.

DATED at Renfrew, Ontario
this 24th day of June 2020.

Jennifer Charkavi

Jennifer Charkavi



THE CORPORATION OF THE TOWNSHIP OF ST. JOSEPH

P.O. Box 187, 1669 Arthur Street

Richards Landing, ON P0R 1J0

Telephone: 705-246-2625, ext 202

Fax: 705-246-3142

www.stjosephtownship.com

July 20, 2020

The Municipality of West Elgon
22413 Hoskins Line, Box 490
Rodney, Ontario
N0L 2C0

Dear Mayor and Council:

At its meeting of July 15, 2020, Council of The Township of St. Joseph received your resolution urging the Ontario government and the Federal government to work together to investigate the feasibility of a universal basic income program.

The provision of a universal basic income would level the playing field for many families in Canada and alleviate the necessity for other social support systems. Over time, as low income people become less dependent on social services and gain the confidence and independence that a basic income provides, we would see improvements to the health and well being of children and families, improved mental health, secure housing, and an overall reduction in the need and reliance on support services. Basic support leads to healthier lifestyles, and provides people with the ability to make better choices.

Council supported this resolution and, as such, copies will be sent to our respective Member of Parliament for Algoma-Manitoulin-Kapuskasing, and the Member of Provincial Parliament for Algoma-Manitoulin.

Please do not hesitate to contact the undersigned if you require additional information.

Yours truly,

Carol O. Trainor, A.M.C.T.
Clerk Administrator

cc Carol Hughes, MP
Mike Mantha, MPP



From the Office of the Warden

July 17, 2020

Municipality of West Elgin
Mayor Duncan McPhail & Council Members
22413 Hoskins Line, PO Box 490
Rodney ON N0L 2C0

Annual County of Elgin Warden's Charity Golf Tournament Cancelled

Out of respect for the health and safety of Elgin County residents, and due to Provincial restrictions on public gatherings, the 12th Annual County of Elgin Warden's Charity Golf Tournament scheduled for the fall of 2020 at the St. Thomas Golf and Country Club has been cancelled due to COVID-19. Warden Dave Mennill has made the difficult decision to cancel the tournament. "Keeping our residents safe and healthy and preventing the spread of COVID-19 in our communities is the number one priority of Elgin County Council," said Warden Mennill.

"We are, of course, disappointed to cancel an event that provides a significant contribution to the United Way Elgin Middlesex and the agencies that it serves. Given the on-going needs of the organization and the increasing demand for its services as a result of the pandemic, we are challenging those who would have participated in the past to donate directly to the United Way to help meet the needs of Elgin's most vulnerable community members. We can't gather in person but we can still make a difference."

"We understand that this crisis is impacting all of us in different ways, and not everyone can give. If you are able to, please give generously. Every donation—large or small—will help local frontline services provide immediate support for people and families in a tight spot." The annual tournament, usually hosted in June, regularly raises upwards of \$20,000 for the United Way Elgin Middlesex. The absence of this annual contribution will be felt by the organization as they continue to support those dealing with poverty, homelessness and social isolation.

Elgin Middlesex United Way needs support more than ever as it provides greater assistance to a population experiencing economic uncertainty and unemployment as a result of the COVID-19 pandemic. "As the coronavirus crisis lengthens and the need in our community increases, we are so grateful to the many organizations and individuals who continue to step up," says Kelly Ziegner, President and CEO, United Way Elgin Middlesex. "Thank you to the Warden and Council for issuing this challenge to ensure that the positive energy from your annual golf tournament continues to do good locally, even though we can't be together this year." You can donate to United Way online here:

<https://community.unitedwayem.ca/comm/SinglePageRegPledge.jsp>

The County of Elgin is optimistic that this great event will resume next year. The tournament has been tentatively scheduled for **June 24th, 2021**. The County would like to wish residents a safe and healthy summer and encourage continued adherence to public health guidelines including social distancing and hand washing.

For additional information, please contact: Warden Dave Mennill dmennill@elgin.ca



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-53

A By-law to Authorize the Execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream between Her Majesty the Queen Right in Ontario represented by the Minister of Transportation and the Corporation of the Municipality of West Elgin

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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the purposes of a Transfer Payment Agreement for the Investing in Canada Infrastructure (ICIP): Public Transit Stream; 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 Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation, in the form of an agreement titled the Transfer Payment Agreement for Investing in Canada Infrastructure Program (ICIP): Public Transit Stream ("Agreement"), identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk 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. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the Corporation of the Municipality of West Elgin, as required under the Investing in Canada Infrastructure Program.
4. That the Municipality of West Elgin commits to spending Investing in Canada Infrastructure Program funding in accordance with all of the terms and conditions specified in the Agreement.

5. That the Municipality of West Elgin commits to spending Investing in Canada Infrastructure Program funding only on implementing the approved projects identified in the Agreement.
6. This by-law shall come into force and effect on August 13, 2020.

Read a first, second, and third time and finally passed this 20th day of August, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM**

THIS TRANSFER PAYMENT AGREEMENT for the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream (the “Agreement”) is effective as of the Effective Date.

B E T W E E N

Her Majesty the Queen in right of the Province of Ontario,
represented by the Minister of Transportation for the Province of Ontario

(the “**Province**”)

- and -

The Corporation of the Municipality of West Elgin

(the “**Recipient**”)

BACKGROUND

The Investing in Canada Infrastructure Program (“ICIP”) is a federal infrastructure program designed to create long-term economic growth, build inclusive, sustainable and resilient communities, and support a low-carbon economy.

The Government of Canada (“Canada”) announced, in its *Budget 2016* and *Budget 2017*, over \$180 billion for the ICIP to support sustainable and inclusive communities, while driving economic growth.

The federal Minister of Infrastructure, Communities and Intergovernmental Affairs and the provincial Minister of Infrastructure entered into the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program (“Bilateral Agreement”), for Canada to provide financial support to the Province.

Under the Bilateral Agreement, Canada agrees to provide contribution funding to Ontario under the public transit stream of ICIP.

Also, under the Bilateral Agreement, Ontario agrees to identify projects, including municipal projects, and be responsible for the transfer of ICIP and provincial funds to eligible municipalities pursuant to transfer payment agreements.

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out one or more public transit infrastructure projects.

The Province has submitted to Canada for approval and Canada has approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project or Projects, as the case may be.

The Agreement sets out the terms and conditions upon which ICIP funds will be provided to the Recipient for carrying out the Project or Projects, as the case may be.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules and Sub-schedules to the Agreement. The following schedules and sub-schedules form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Budget, Timelines, and Standards

Sub-schedule "C.1" - Project Description, Budget, and Timelines

Schedule "D" - Reports

Sub-schedule "D.1" - Project Tier Classification and Other Information

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Sub-schedule "J.1" - Form of Certificate from Recipient

Sub-schedule "J.2" - Form of Declaration of Project Substantial Completion

Sub-schedule "J.3" - Form of Certificate from a Professional Engineer for Project Substantial Completion

Sub-schedule "J.4" - Form of Certificate from an Independent Engineer to Certify Progress

Schedule "K" - Committee

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail to the extent of the conflict or inconsistency;
- (b) Schedule “A” (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule “A” (General Terms and Conditions) will prevail to the extent of the conflict or inconsistency; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the conflict or inconsistency.

3.0 COUNTERPARTS

3.1 One and the Same Agreement. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

3.2 Electronic Delivery. The Agreement may be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 Amending the Agreement. Subject to sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Agreement may only be amended by a written agreement duly executed by the representatives of the Parties listed on the signature page below.

4.2 Agreement Review. If, pursuant to section 25.10 (Review of Agreement) of the Bilateral Agreement, the Bilateral Agreement is reviewed after three or five years, or both, of the effective date of the Bilateral Agreement, and any changes to the Bilateral Agreement are required as a result, the Parties agree to amend the Agreement as necessary and consistent with such changes.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement from Recipient. The Recipient acknowledges, in respect of each Project, that:

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with any Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "Rights") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.

6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:

- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any

determination under Article A.28.0 (Environmental Requirements and Assessments) and Article A.29.0 (Aboriginal Consultation);

- (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
- (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF ONTARIO**, represented by the Minister of
Transportation for the Province of Ontario

Date

Name: Caroline Mulroney
Title: Minister

The Corporation of the Municipality of West Elgin

Date

Name: Duncan McPhail
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Jana Nethercott
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and headings do not form part of the Agreement; they are for information and reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency;
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings; and
- (f) “include”, “includes”, and “including” denote that the subsequent list is not exhaustive.

A.1.2 Definitions. In the Agreement, the following terms have the following meanings:

“Aboriginal Community” has the meaning ascribed to it in section I.1.1 (Definitions).

“Aboriginal Consultation Record” means the Aboriginal Consultation Record described in section I.3.1 (Requirements for Aboriginal Consultation Record).

“Agreement” means this agreement entered into between the Province and the Recipient, all of the schedules and sub-schedules listed in section 1.1 (Schedules and Sub-schedules to the Agreement), and any amending agreement entered into pursuant to section 4.1 (Amending the Agreement).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department, whether federal, provincial, or municipal, having or claiming jurisdiction over the Agreement or any Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018.

“Budget” means, in respect of a Project, the Project budget set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province has elected to be closed for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canadian Content Policy” means the *Ministry of Transportation Canadian Content for Transit Vehicle Procurement Policy*, as amended from time to time.

“Certificate from a Professional Engineer for Project Substantial Completion” means a Certificate from a Professional Engineer in the form set out in Sub-schedule “J.3” (Form of Certificate from a Professional Engineer for Project Substantial Completion).

“Certificate from an Independent Engineer to Certify Progress” means a Certificate from an Independent Engineer to Certify Progress in the form set out in Sub-schedule “J.4” (Form of Certificate from an Independent Engineer to Certify Progress).

“Committee” refers to a Committee established pursuant to section A.30.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of any Project in return for financial consideration.

“Declaration of Project Substantial Completion” means a Declaration of Project Substantial Completion in the form set out in Sub-schedule “J.2” (Form of Declaration of Project Substantial Completion).

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of each Project the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable federal, provincial, or municipal laws, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment, public, or occupational health or safety, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *Navigation Protection Act* (Canada).

“Evaluation” means an evaluation in respect of any Project, the Projects or the ICIP as described in Article F.1.0 (Projects and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiry Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved a Project identified in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees, and employees.

“Ineligible Expenditures” means the costs in respect of each Project that are ineligible for contribution by the Province and Canada under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount set out Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with any Project or any part of the Agreement or the Bilateral Agreement.

“Progress Report” means the Progress Report described in Article D.1.0 (Progress Reports).

“Project Substantial Completion Date” means, in respect of any Project, the Project Substantial Completion Date indicated on the Declaration of Project Substantial Completion.

“Projects” means, collectively, the undertakings described in Sub-schedule “C.1” (Project Description, Budget, and Timelines), and **“Project”** means any one of them.

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means, in respect of any Project, that the Project can be used for the purpose for which it was intended.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of any Project by means of a Contract.

“Timelines” means the Project schedule described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of each Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (d) any Funds received have not displaced, and will continue to not displace, the Recipient’s own funding and spending on public transit.

A.2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A.2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete each Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of each Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 **Substantial Completion.** The Recipient will ensure that each Project is Substantially Completed on or before October 31, 2027.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Projects;

- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.32.1 (Special Conditions); and
 - (ii) any instalment of Funds in respect of any Project until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the payment; and
 - (iii) Canada’s payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province may reduce or terminate the amount of Funds it provides to the Recipient in response to a reduction of appropriation, ministerial funding levels, or Canada’s payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any

reduction or termination of Funds. If any changes to the Agreement, including changes in respect of any Project or Budget, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of each Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A.4.5 Interest. If the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the interest from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount equal to the interest.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of any Project exceeds, in the aggregate, the sum of the amounts set out in column I (Federal Contribution Towards the Total Eligible Expenditures of the Project) and column K (Other Federal Contribution Towards the Total Costs of the Project) of the Budget for that Project, the Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess;
- (c) if the Province's total contribution from all provincial sources in respect of any Project exceeds the amount set out in column L (Provincial Contribution Towards the Total Eligible Expenditures of the Project) of the Budget for that Project, the

Province may recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess; and

- (d) if the Total Financial Assistance received in respect of any Project exceeds the amount set out in column H (Total Eligible Expenditures of the Project) of the Budget for that Project, the Province may, up to the Maximum Funds, recover the excess from the Recipient or reduce the contribution under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of any Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of any Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of any Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term and in respect of any Project, the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess of all funding available to it (a "Shortfall"), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient's Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule "J" (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain a maximum of 10% of the provincial funding in respect of each Project (“Holdback”) up until the following conditions have been met:

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project;
- (b) the Recipient has submitted a Declaration of Project Substantial Completion to the Province; and
- (c) the Parties have jointly carried out a final reconciliation, as set out in section J.6.1 (Final Reconciliation and Adjustments), and made any adjustments required in the circumstances.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to Canada;
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements; and
- (c) is in compliance with the Canadian Content Policy, a copy of which the Province will provide to the Recipient.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) provides a consultant or contractor quote for market value; and

- (c) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

A.5.4 Contract Provisions. The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:

- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
- (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
- (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of any Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).

A.5.5 Disposal of Assets. The Recipient will not, unless in accordance with the terms and conditions set out in Schedule "H" (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

A.6.1 Conflict of Interest Includes. For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient or any person who has the capacity to influence the Recipient's decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient's objective, unbiased, and impartial judgment in respect of any Project or the use of the Funds, or both; or

- (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out each Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), “Province” includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.16.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule “D” (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

- A.7.3 **Record Maintenance.** The Recipient will keep and maintain for a period of seven years after the Expiry Date:
- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to each Project; and
 - (b) all non-financial records and documents relating to the Funds or otherwise to each Project.
- A.7.4 **Records Review.** The Province may, at its own expense, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:
- (a) the truth of any of the Recipient's representations and warranties;
 - (b) the progress of any Project;
 - (c) the Recipient's allocation and expenditure of the Funds.
- A.7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:
- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance); and
 - (b) remove any copies the Province makes pursuant to section A.7.5(a).
- A.7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:
- (a) ensuring that the Province has access to the records and documents wherever they are located;
 - (b) coordinating access with any Third Party;
 - (c) assisting the Province to copy the records and documents;
 - (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
 - (e) carrying out any other activities the Province requests.

- A.7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.
- A.7.8 **Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 **Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit, including any audit report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 **Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 **Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 **Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, any Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 **Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 **Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;
- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or any Project or Projects.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

- A.9.6 **Recipient's Cooperation.** If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.10.0 INSURANCE

- A.10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Projects would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

- A.10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

- A.11.1 **Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down any Project or the Projects, as applicable, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to paragraph A.11.2(b); and
 - (ii) subject to paragraph A.4.1(a), provide Funds to the Recipient to cover such costs.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) carry out any Project in whole or in part;
- (b) use or spend Funds; or
- (c) provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to paragraph A.7.2(b).

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of any Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;

- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i), and (j).

A.12.5 **When Termination Effective.** Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS AT THE END OF A FUNDING YEAR

A.13.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A.12.0 (Event of Default, Corrective Action, and Termination for Default), if, in respect of any Project, the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget for that Project, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A.13.2 **Effect of Action Taken by the Province.** If the Province takes any action under section A.13.1 (Funds at the End of a Funding Year), the Parties will review the effect of such action on the overall implementation of the Project and may amend the Agreement.

A.14.0 FUNDS UPON EXPIRY

A.14.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession, under its control, or both.

A.15.0 DEBT DUE AND PAYMENT

A.15.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A.15.2 **Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A.15.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.
- A.15.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B” (Specific Information) for the purposes of Notice to the Province.
- A.15.5 **Failure to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.16.0 NOTICE

- A.16.1 **Notice in Writing and Addressed.** Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

- A.16.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

- A.16.3 **Postal Disruption.** Despite paragraph A.16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and

- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.17.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.17.1 **Consent.** When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.18.0 SEVERABILITY OF PROVISIONS

A.18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.19.0 WAIVER

A.19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A.19.2 **Waiver Applies.** If in response to a request made pursuant to section A.19.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A.19.3 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.16.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.20.0 INDEPENDENT PARTIES

A.20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or

employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

- A.20.2 **No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.
- A.21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:
- (a) the Recipient's successors and permitted assigns; and
 - (b) the successors to Her Majesty the Queen in right of Ontario.

A.22.0 GOVERNING LAW

- A.22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.23.0 FURTHER ASSURANCES

- A.23.1 **Agreement into Effect.** The Recipient will:
- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
 - (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.24.0 JOINT AND SEVERAL LIABILITY

- A.24.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one

entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.25.0 RIGHTS AND REMEDIES CUMULATIVE

A.25.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a "Failure");
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A.27.0 SURVIVAL

A.27.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgement), 6.0 (Canada's Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, paragraphs A.2.1(a), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.8 (Rebates, Credits, and Refunds), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review),

A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0 (Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h), (i) and (j), Articles A.13.0 (Funds at the End of a Funding Year), A.14.0 (Funds Upon Expiry), A.15.0 (Debt Due and Payment), A.16.0 (Notice), and A.18.0 (Severability of Provisions), section A.21.2 (Agreement Binding), and Articles A.22.0 (Governing Law), A.24.0 (Joint and Several Liability), A.25.0 (Rights and Remedies Cumulative), A.27.0 (Survival), A.28.0 (Environmental Requirements and Assessments), A.29.0 (Aboriginal Consultation), and A.32.0 (Special Conditions).

A.28.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.28.1 **Federal Environmental Requirements.** Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.28.2 **Assessments.** The Recipient will complete the assessments that are required in Sub-schedule "D.1" (Project Tier Classification and Other Information) and are further described in Schedule "D" (Reports).

A.29.0 ABORIGINAL CONSULTATION

A.29.1 **Aboriginal Consultation Protocol.** The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.29.2 **Legal Duty to Consult.** Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues

to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of any Project; and
- (b) the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for any Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or Ontario, or both, may deem appropriate.

A.29.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.30.0 COMMITTEE

A.30.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.30.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.30.1 (Establishment of Committee).

A.31.0 DISPUTE RESOLUTION

A.31.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

A.31.2 Examination by the Committee and Parties. If a contentious issue arises and a Committee has been established under section A.30.1 (Establishment of Committee),

the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.31.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.31.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.31.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.31.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.32.0 SPECIAL CONDITIONS

- A.32.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,
- (a) on or before the Effective Date, the Recipient having provided the Province with:
 - (i) evidence satisfactory to the Province that the Recipient's council has passed a municipal by-law authorizing the Recipient to execute the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance); and
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically.
 - (b) prior to submitting a request for payment in respect of any Project under the Agreement,
 - (i) the Recipient having provided the Province with written confirmation that:

- a. the Recipient is in compliance with all Environmental Laws, including the Recipient's obligations under section A.28.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;
 - b. the Recipient has met any requirements under Article A.29.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. if the Recipient does not own the land on which the Project is to be carried out, the Recipient has entered into legally binding agreements with all owners of such land, which agreements are consistent with, and incorporates the relevant provisions of the Agreement; and
- (ii) the Recipient having provided the Province with any required assessments pursuant to Article A.28.0 (Environmental Requirements and Assessments); and
- (c) the Recipient having submitted, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter, on or before February 1 in each of the years 2021, 2023 and 2024, unless the Projects have reached Substantial Completion before such date.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.32.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
SPECIFIC INFORMATION**

Maximum Funds*	\$45,188.15
Expiry Date	March 31, 2029
Contact information for the purposes of Notice to the Province	<p>Address: Strategic Investments Office Municipal Programs Branch Ontario Ministry of Transportation 777 Bay Street, 30th Floor Toronto ON M7A 2J8</p> <p>Phone: 416-585-7637 Email: ICIPTransit@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Treasurer Address: 22413 Hoskins Line Rodney, Ontario N0L 2C0</p> <p>Phone: 519-785-0560 ext. 221 Email: treasurer@westelgin.net</p>
Authorized Representative of the Province for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	<p>Position: Director, Municipal Programs Branch; or Director, Capital Project Oversight Branch</p>

Authorized Representative designated by the Recipient for the purpose of sections C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines) and D.7.2 (Amending the Agreement for Minor Changes to the Reporting)	Position: Clerk
Contact Information for the senior financial person in the Recipient organization (e.g., CFO, CAO) - to respond to requests from the Province related to the Agreement	Position: Treasurer Address: 22413 Hoskins Line Rodney, Ontario N0L 2C0 Phone: 519-785-0560 ext. 221 Email: treasurer@westelgin.net

***Note:** For greater clarity, neither the Province nor Canada will contribute Funds in respect of any Project that exceed their proportional share of the Eligible Expenditures for that Project, as set out in column J (Federal Funding Rate of the Total Eligible Expenditures of the Project) and column M (Provincial Funding Rate of the Total Eligible Expenditures of the Project) in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

SCHEDULE “C”

PROJECT DESCRIPTION, BUDGET, TIMELINES, AND STANDARDS

C.1.0 PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.1.1 **Project Description.** The Recipient will carry out each Project described in Sub-schedule “C.1” (Project Description, Budget, and Timelines).
- C.1.2 **Budget and Timelines.** The Recipient will carry out each Project within the Budget and Timelines for that Project set out in Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.2.0 PROJECT STANDARDS

- C.2.1 **Canada’s Requirements for Standards.** In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:
- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and
 - (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.3.0 CHANGES TO THE PROJECT DESCRIPTION, BUDGET, AND TIMELINES

- C.3.1 **Province’s and Canada’s Consent.** Any change to the Project will require the Province’s and Canada’s consent. When seeking to make a change in respect of any Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.
- C.3.2 **Minor Changes to the Project Description, Budget, and Timelines.** Subject to sections C.3.1 (Province’s and Canada’s Consent) and C.3.3 (Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines), changes that, in the opinion of the Province, are minor may be made in respect of any Project to Sub-schedule “C.1” (Project Description, Budget, and Timelines).

C.3.3 Amending the Agreement for Minor Changes to the Project Description, Budget, and Timelines. Any change made pursuant to section C.3.2 (Minor Changes to the Project Description, Budget, and Timelines) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Specific Information).

**SUB-SCHEDULE “C.1”
PROJECT DESCRIPTION, BUDGET, AND TIMELINES**

Project ID (A)	Project Title (B)	Project Description (C)	Forecasted Project Start Date (MM/DD/YYYY) (D)	Forecasted Project End Date (MM/DD/YYYY) (E)	Federal Approval Date (MM/DD/YYYY) (F)	Total Costs of the Project (G)	Total Eligible Expenditures of the Project (H)	Federal Contribution Towards the Total Eligible Expenditures of the Project (I)	Federal Funding Rate of the Total Eligible Expenditures of the Project (J)	Other Federal Contribution Towards the Total Costs of the Project (K)	Provincial Contribution Towards the Total Eligible Expenditures of the Project (L)	Provincial Funding Rate of the Total Eligible Expenditures of the Project (M)	Recipient Contribution Towards the Total Costs of the Project (N)	Other Contribution Towards the Total Eligible Expenditures of the Project (O)
ICIP-WES-01	Purchase of a Specialized Transit Vehicle	The project consists of the purchase of one specialized Handi-Van bus to replace the existing bus that is nearing the end of its operational economic life. The project aims to provide more reliable service to more remote areas and offer safe and secure way of transportation to all citizens in the community and surrounding areas.	06/01/2020	12/31/2020	01/23/2020	\$90,000.00	\$61,623.00	\$24,649.20	40%	\$0.00	\$20,538.95	33.33%	\$44,811.85	\$0.00

SCHEDULE “D” REPORTS

D.1.0 PROGRESS REPORTS

- D.1.1 **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be provided by the Province and in accordance with the timelines and any other requirements set out in Article D.2.0 (Reporting Requirements) in respect of each Project.
- D.1.2 **Description of Progress Report.** The Recipient agrees that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project to which the Progress Report relates:
- (a) Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - (b) the Project start date and the Project end date (forecasted and actual where applicable);
 - (c) the percentage of the Project that has been completed;
 - (d) risks and mitigation strategies;
 - (e) confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - (f) confirmation that all required signage for the Project has been installed.

D.2.0 REPORTING REQUIREMENTS

The reporting requirements for each Project vary depending on the tier classification, as set out in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), for the Project.

- D.2.1 **Tier 1 Reporting Requirements.** If, based on the Province’s assessment, a Recipient’s Project is categorized as a Tier 1 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to the Province:
- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th; and
 - (ii) September 15th;
 - (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;

- (ii) a final Progress Report; and
- (iii) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report, a summary of any Communications Activities made for the Project.

D.2.2 Tier 2 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 2 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment), a Progress Report in each calendar year on or before:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion;
 - (iv) a copy of the report for a compliance audit carried out in accordance with Article D.8.0 (Compliance Audit(s)); and
 - (v) a photograph of the Project; and
- (c) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project; and
 - (ii) a summary of how the Project aligns with provincial and federal objectives.

D.2.3 Tier 3 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 3 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment had been made pursuant to section J.8.1 (Final Payment):

- (i) a Progress Report in each calendar year on or before:
 - a. March 15th;
 - b. June 15th;
 - c. September 15th; and
 - d. December 15th; and
- (ii) a Certificate from an Independent Engineer to Certify Progress on or before September 15th of each calendar year;
- (b) a communications plan within 180 days of the Effective Date;
- (c) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (d) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (e) within 90 days of submitting the final Progress Report:
 - (i) a summary of any Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.2.4 Tier 4 Reporting Requirements. If, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), then the Recipient will work with the Province to establish a Committee. Additionally, the Recipient will submit to the Province:

- (a) up and until the final payment has been made pursuant to section J.8.1 (Final Payment):
 - (i) a Progress Report in each calendar year on or before the 15th day of each month;

- (ii) a Certificate from an Independent Engineer to Certify Progress on or before March 15th and September 15th of each calendar year; and
 - (iii) a communications plan within 180 days of the Effective Date and on or before March 15th in each calendar year thereafter;
- (b) upon reaching Substantial Completion:
 - (i) a Declaration of Project Substantial Completion;
 - (ii) a final Progress Report;
 - (iii) a Certificate from a Professional Engineer for Project Substantial Completion; and
 - (iv) a photograph of the Project;
- (c) a copy of the reports for the following two compliance audits carried out in accordance with Article D.8.0 (Compliance Audit(s)). The initial compliance audit will be carried out midway through the Project. The final compliance audit will be carried out upon reaching the Project Substantial Completion Date; and
- (d) within 90 days of submitting the final Progress Report:
 - (i) a summary of any required Communications Activities made for the Project;
 - (ii) a summary of how the Project aligns with provincial and federal objectives; and
 - (iii) a summary of lessons learned.

D.3.0 ABORIGINAL CONSULTATION RECORD

D.3.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.4.0 RISK ASSESSMENT

D.4.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment the Recipient provides in respect of any Progress Report.

D.5.0 CLIMATE LENS ASSESSMENTS

D.5.1 Climate Change Resilience Assessment. If a climate change resilience assessment is identified as "Required" in column F (Climate Change Resilience Assessment) of Sub-schedule "D.1" (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a climate change resilience

assessment prior to submitting a request for payment for the Project. The climate change resilience assessment will be in accordance with:

- (a) the publication titled, *Climate Lens - General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.5.2 Greenhouse Gas Emissions Assessment. If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will submit to Canada, through the Province and in a format acceptable to Canada, a greenhouse gas emissions assessment prior to submitting a request for payment for the Project. The greenhouse gas emissions assessment will be in accordance with:

- (a) the publication titled, *Climate Lens – General Guidance*, provided by Canada at <https://www.infrastructure.gc.ca/pub/other-autre/cl-occ-eng.html>, or at any other location the Province may provide; and
- (b) any additional direction the Province may provide.

D.6.0 COMMUNITY EMPLOYMENT BENEFITS ASSESSMENTS

D.6.1 Community Employment Benefits Assessments. If community employment benefits assessments are identified as “Required” in column E (Community Employment Benefits Assessments) of Sub-schedule “D.1” (Project Tier Classification and Other Information), the Recipient will complete community employment benefits assessments for the Project, as described in section D.6.2 (Description of the Community Employment Benefits Assessments), to the satisfaction of Canada and the Province.

D.6.2 Description of the Community Employment Benefits Assessments. If community employment benefits assessments are required pursuant to section D.6.1 (Community Employment Benefits Assessments), the Recipient will provide the Province and Canada with such assessments for three or more of the following federal target groups:

- (a) apprentices from traditionally disadvantaged communities;
- (b) Indigenous peoples;
- (c) women;
- (d) persons with disabilities;
- (e) veterans;
- (f) youth;

- (g) new Canadians;
- (h) small-medium-sized enterprises; and
- (i) social enterprises.

D.6.3 Reporting on Community Employment Benefits Assessments. The Recipient will submit its community employment benefit assessments to the Province, together with its Progress Reports, on or before September 15th of each calendar year.

D.7.0 CHANGES TO SCHEDULE “D” (REPORTS)

D.7.1 Minor Changes to the Reporting. Subject to section D.7.2 (Amending the Agreement for Minor Changes to the Reporting), the Parties may make changes to this Schedule “D” (Reports) or Sub-schedule “D.1” (Project Tier Classification and Other Information), or both, that, in the opinion of the Province, are minor.

D.7.2 Amending the Agreement for Minor Changes to the Reporting. Any change made pursuant to section D.7.1 (Minor Changes to the Reporting) must be documented through a written agreement duly executed by the respective representatives of the Parties listed in Schedule “B” (Project Specific Information).

D.8.0 COMPLIANCE AUDIT(S)

D.8.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review) and as required under Article D.2.0 (Reporting Requirements), the Recipient will, at its own expense, retain an independent third party auditor to conduct one or more compliance audits of the Recipient. Each audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each audit will assess the Recipient’s compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient’s information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;

- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**SUB-SCHEDULE “D.1”
PROJECT TIER CLASSIFICATION AND OTHER INFORMATION**

Project ID (A)	Project Title (B)	Project Tier for Reporting Purposes (C)	Greenhouse Gas Emissions Assessment (D)	Community Employment Benefits Assessments (E)	Climate Change Resilience Assessment (F)	Eligibility of Internal Labour Costs (G)
ICIP-WES-01	Purchase of a Specialized Transit Vehicle	Tier 1	N/A	N/A	N/A	No

Note: Please see Schedule “D” (Reports) for further details on reporting.

SCHEDULE “E” ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Eligible Expenditures Date of Effect. Eligible Expenditures in respect of any Project, unless otherwise specified in paragraph E.1.2(b), can only begin to accrue as of the Federal Approval Date.

E.1.2 Scope of Eligible Expenditures. Eligible Expenditures are the direct costs which are, in the opinion of the Province, properly and reasonably incurred by the Recipient on or after the Federal Approval Date, except for the costs specified in paragraph E.1.2 (b) which can begin to accrue prior to the Federal Approval Date, in respect of any Project. Eligible Expenditures include only the following:

- (a) all costs considered by the Parties to be direct and necessary for the successful implementation of the Project which may include, unless excluded under Article E.2.0 (Ineligible Expenditures), capital, construction, design and planning costs;
- (b) the costs related to the completion of the climate lens assessments;
- (c) the costs related to monitoring project-level community employment benefits;
- (d) the costs of Aboriginal consultation and, where appropriate, accommodation measures;
- (e) the incremental costs of employees of the Recipient if the Project is identified as “Eligible” in column G (Eligibility of Internal Labour Costs) of Sub-schedule “D.1” (Project Tier Classification and Other Information); and
- (f) any other cost that, in the opinion of the Province, is considered to be necessary for the successful implementation of the Project and has been approved in writing prior to being incurred.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Scope of Ineligible Expenditures. Unless a cost is considered an Eligible Expenditure pursuant to section E.1.2 (Scope of Eligible Expenditures), such cost will be considered an Ineligible Expenditure. Without limitation, the indirect costs listed in section E.2.2 (Indirect Costs), the costs listed in section E.2.3 (Costs Over and Above a Project Scope) that are over and above the scope of a Project, and the following costs will be considered Ineligible Expenditures:

- (a) costs incurred prior to the Federal Approval Date of a Project, except for the

costs specified in paragraph E.1.2 (b);

- (b) costs incurred after October 31, 2027, unless otherwise approved pursuant to paragraph E.1.2(e);
- (c) costs incurred for a cancelled Project;
- (d) land acquisition costs;
- (e) leasing costs for land, buildings, and other facilities;
- (f) leasing costs for equipment other than equipment directly related to the construction of a Project;
- (g) real estate fees and related costs;
- (h) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically, any costs related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff, except in accordance with paragraph E.1.2(d);
- (i) financing charges;
- (j) legal fees;
- (k) loan interest payments;
- (l) costs of any goods and services received through donations or in-kind;
- (m) taxes and any other costs for which the Recipient or any Third Party is eligible for a rebate;
- (n) costs associated with operating expenses and regularly scheduled maintenance work;
- (o) costs related to furnishings and non-fixed assets which are not essential for the operation of an Asset or Project;
- (p) costs related to easements (e.g., surveys); and
- (p) any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

E.2.2 Indirect Costs. Without limitation, the following indirect costs are Ineligible Expenditures:

- (a) costs of developing the business case for the purposes of applying for provincial funding in respect of any Project;
- (b) costs in respect of any Evaluation or any other Project evaluation and audit, unless otherwise approved by the Province in writing;
- (c) costs associated with obtaining any necessary approval, licence or permit where the Recipient is the entity providing the approval, licence or permit;
- (d) costs associated with general planning studies, including the Recipient's *Official Plan* and *Transportation Master Plan*;
- (e) carrying costs incurred on the funding share of any funding partner other than the Province;
- (f) costs associated with municipal staff and any Third Party travel;
- (g) litigation costs including, without limitation, any award or settlement costs in respect of damages and related interest, and disbursements; and
- (h) Recipient's upgrades not expressly approved by the Province.

E.2.3 Costs Over and Above a Project Scope. Activities undertaken in respect of any Project that are over and above the scope of the Project are considered Ineligible Expenditures. These costs include, but are not limited to:

- (a) the costs to upgrade municipal services and utilities that are over and above those for the relocation and replacement of municipal services and utilities that are solely required for the Project;
- (b) the costs for upgrades to materials and design beyond existing municipal standards; and
- (c) the costs for corridor and urban design enhancements over and above those that are described in the Project description.

SCHEDULE “F” EVALUATION

F.1.0 PROJECTS AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Projects and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of any Project, the Projects or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Projects and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Projects and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of each Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of any Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material will be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution under Schedule “A” (General Terms and Conditions) or the Total Financial Assistance, or both, received in respect of any Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.

- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at <https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of any Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of any Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of any Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of any Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of any Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

- G.7.1 Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

- G.8.1 Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of any Project.
- G.8.2 Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at any Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.
- G.8.3 Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of any Project, the Recipient will:
- (a) on the marker, recognize the Province's and Canada's contributions; and
 - (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.
- G.8.4 Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.
- G.8.5 Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.
- G.8.6 Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of any Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period set out in the 1st column of the table in section H.2.2 (Disposal of Asset and Payment).

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of any Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province for any Funds received for the Project in accordance with the table below:

ASSET DISPOSAL PERIOD*	TYPE OF ASSET	RETURN OF FEDERAL CONTRIBUTION	RETURN OF PROVINCIAL CONTRIBUTION
5 years	All Assets	100%	100%
12 years	Transit vehicles including, without limitation, 9 metre to 18 metre buses and double deck buses, regardless of propulsion system	0%	100%
25 years	Subway cars, light rail vehicles, and large infrastructure assets (e.g. a maintenance and storage facility)	0%	100%

* **Note:** The Asset Disposal Period starts on the Substantial Completion Date of the Project in respect of which the Asset was acquired.

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 Definitions. For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 Development of Plan. The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 Procedural Aspects of Aboriginal Consultation. If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 Provision of Plan to Province. If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 Changes to Plan. The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 Requirements for Aboriginal Consultation Record. If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it,

as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

SCHEDULE “J”

REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of any Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment to the Province in a diligent and timely manner.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of each Project to the Province on a date and frequency as set out below and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the Final Payment, a Request for Payment Form using the form provided in Sub-schedule “J.1” (Form of Certificate from Recipient), fully and accurately completed by an authorized representative of the Recipient. For greater clarity, the Recipient may make one request per Project for each calendar year quarter before the following dates:
 - (i) March 15th;
 - (ii) June 15th;
 - (iii) September 15th; and
 - (iv) December 15th;

- (b) for each request for payment for a non-exempt vehicle, a declaration form, pursuant to the Canadian Content Policy;
- (c) for each request for payment, except for the Final Payment:
 - (i) a Progress Report acceptable to the Province, for the period to which the request for payment relates; and
 - (ii) if, based on the Province's assessment, a Recipient's Project is categorized as a Tier 4 Project, as identified in column C (Project Tier for Reporting Purposes) of Sub-schedule "D.1" (Project Tier Classification and Other Information), a Certificate from an Independent Engineer to Certify Progress;
- (d) for each request for Final Payment, a final Progress Report, acceptable to the Province, for the period to which the request for payment relates;
- (e) if the Province so requests, a copy of all documentation provided to the Recipient by an authorized representative of the Recipient or a professional engineer, or both; and
- (f) such other information as the Province may request.

J.4.0 PAYMENTS

- J.4.1 Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule "J" (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to make a payment to the Recipient, if due and owing under the terms of the Agreement, in a timely manner.
- J.4.2** For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c);
 - (b) the special conditions listed in Article A.32.0 (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and

- (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).

J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

J.5.1 **Timing.** The Recipient will submit all requests for payment on or before November 1, 2027.

J.5.2 **No Obligation for Payment.** The Province will have no obligation to make any payment for a request for payment submitted after November 1, 2027.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 **Final Reconciliation and Adjustments.** For each Project, following the submission of both the Declaration of Project Substantial Completion and the final Progress Report, the Parties will jointly carry out a final reconciliation of all requests for payments and payments in respect of any Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

J.7.1 **Holdback.** For each Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

J.8.1 **Final Payment.** Subject to paragraph A.4.2(c), the Province will pay to the Recipient the remainder of its contribution under the Agreement, including the Holdback, after all of the conditions under section A.4.12 (Retention of Contribution) have been met.

**SUB-SCHEDULE “J.1”
FORM OF CERTIFICATE FROM RECIPIENT**

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information, and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitations, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards), and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun in respect of any Project, it has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement; and
 - (d) the Recipient has complied with all applicable provision of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the attached Request for Payment Form and Progress Report is true and correct.
 3. Eligible Expenditures in Appendix “A” have been incurred in accordance with the Agreement and have only been expended on the Project as described in Sub-schedule “C.1” (Project Description, Budget, and Timelines) of the Agreement.
 4. The Recipient is in compliance with all of the reporting requirements of the Agreement.

The Recipient hereby requests a payment in the amount of:

\$ _____ on account of the Province’s; and

\$ _____ on account of Canada’s contribution towards the Eligible Expenditures of the Project **[insert the Project unique ID and title]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient’s authorized representative]**

Title: **[insert/print the title of the Recipient’s authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**CERTIFICATE FROM RECIPIENT
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

APPENDIX “A”

COMPLIANCE REQUIREMENTS BEFORE SUBMITTING A REQUEST FOR PAYMENT TO THE PROVINCE <i>(please respond with “YES”, “NO”, or “N/A”, as appropriate)</i>	
If your Project requires an environmental assessment (EA), pursuant to A.28.1 (Federal Environmental Requirements) of the Agreement, please indicate if the EA has been approved by Canada.	
If a climate change resilience assessment is identified as “Required” in column F (Climate Change Resilience Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a climate change resilience assessment has been approved by Canada.	
If a greenhouse gas emissions assessment is identified as “Required” in column D (Greenhouse Gas Emissions Assessment) of Sub-schedule “D.1” (Project Tier Classification and Other Information), please indicate if a greenhouse gas emission assessment has been approved by Canada.	
The Recipient must pay all payment claims and invoices in full before making a request for payment to the Province. Please indicate whether the Recipient has already paid the claimed amount.	
If your Project requires the acquisition of a vehicle that is not exempt from the Canadian Content Policy, please provide a declaration form pursuant to the Canadian Content Policy.	

RECIPIENT INFORMATION	
Recipient Name:	
Recipient Contact Person Name:	
Recipient Contact Person Phone #:	
Recipient Contact Person Email:	

PROJECT INFORMATION	
Transfer Payment Ontario Case #	
Unique Project ID	
Project Title	
Payment request claim date (DD/MM/YYYY)	
Period covered by claim (DD/MM/YYYY to DD/MM/YYYY)	
Is this your final claim for this Project? (Please specify with "Yes" or "No")	
Is this your first claim for this project? (Please specify with "Yes" or "No")	

PROJECT FINANCIAL INFORMATION	
Federal contribution towards the total Eligible Expenditures of the Project (Sub-schedule "C.1", Column I)	\$
Other federal contribution towards the total costs of the Project (Sub-schedule "C.1", Column K)	
Provincial contribution towards the total Eligible Expenditures of the Project (Sub-schedule "C.1", Column L)	\$
Amount in Column I above + the amount in Column L above	\$
Recipient contribution towards the total costs of the Project (Sub-schedule "C.1", Column N)	\$
Other contributions towards the total Eligible Expenditures of the Project (Sub-schedule "C.1", Column O)	\$
Total Eligible Expenditures of the Project (Sub-schedule "C.1", Column H)	\$
Total costs of the Project (Sub-schedule "C.1", Column G)	\$

RECORD OF INVOICES																	
Date of Invoice (DD/MM/YY)	Period of Work Performed		Vendor Name	Date Paid (DD/MM/YY)	Description of Expense	Eligibility per E.1.2	Amount Paid (\$)				Amount Requested (\$)	Ineligible Amount (\$)	Contribution to Eligible Expenditures (\$)				Notes
	From (DD/MM/YY)	To (DD/MM/YY)					Subtotal without HST	Total HST	Recoverable HST	Net Total			Federal	Provincial	Municipal	Other	
TOTAL																	

Recommended for payment request:

Date

[insert/print the name and title of the Recipient's authorized representative]

I have authority to bind the Recipient.

Recommended for payment:

Date

[insert/print the name of the Director]
 Director, Ministry of Transportation

**SUB-SCHEDULE “J.2”
FORM OF DECLARATION OF PROJECT SUBSTANTIAL COMPLETION**

**DECLARATION OF PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert address of the Recipient’s authorized representative]
Attention: [insert the name and title of the Recipient’s authorized representative]
Email: [insert email address of the Recipient’s authorized representative]
Telephone No.: [insert telephone number of the Recipient’s authorized representative]

RE: Investing in Canada Infrastructure Program (ICIP) Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the legal name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert name and title of the Recipient’s authorized representative], having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

1. On and as of the date set out below:
 - (a) all representations and warranties contained in Article A.2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct;
 - (b) the Recipient is in compliance with all the terms and conditions of the Agreement, including, without limitation, its obligations under Article A.28.0 (Environmental Requirements and Assessments), and sections A.29.1 (Aboriginal Consultation Protocol), A.32.1 (Special Conditions), and C.2.1 (Canada’s Requirements for Standards) to the Agreement, and no Event of Default, as defined in the Agreement, is currently occurring;

- (c) if the Recipient has incurred a cost overrun for the Project, the Recipient has funded the cost, is not asking for funds from the Province, and has sufficient funds to complete the Project in compliance with the Agreement;
 - (d) the Recipient has complied with all applicable provisions of the *Construction Lien Act* (Ontario) and the *Construction Act* (Ontario) and is not aware of any claims for lien under that Act;
 - (e) the work for the Project **[insert the Project unique ID and title]**:
 - (i) has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “Project Substantial Completion Date”);
 - (ii) was carried out between _____ **[insert the start date]** and the Project Substantial Completion Date;
 - (iii) was supervised and inspected by qualified staff;
 - (iv) conforms with the plans, specifications, and other documentation for the work;
 - (v) conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing;
 - (vi) conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards; and
 - (vii) conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented.
2. The information in respect of the Project **[insert the Project unique ID and title]** that is contained in the final Progress Report is true and correct.
 3. The Funds will only and entirely be used for Eligible Expenditures that have been incurred by the Recipient in accordance with the Agreement.
 4. The value of completed work on the Project is \$ _____ **[insert the amount in Canadian dollars]**.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name: **[insert/print the name of the Recipient's authorized representative]**

Title: **[insert/print the title of the Recipient's authorized representative]**

Witness Name: **[insert/print the name of the witness]**

Title: **[insert/print the title of the witness]**

I have authority to bind the Recipient.

**SUB-SCHEDULE “J.3”
FORM OF CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION**

[Note: This form is only for Tiers 2, 3 and 4 Projects and must be completed by an independent engineer for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM A PROFESSIONAL ENGINEER
FOR PROJECT SUBSTANTIAL COMPLETION
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of the professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], a professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project [insert the Project unique ID and title]:

1. has reached Substantial Completion, as defined in the Agreement, on the _____ day of _____ 20____ (the “**Project Substantial Completion Date**”);
2. was carried out between [insert the start date] and the Project Substantial Completion Date;
3. was supervised and inspected by qualified staff;

4. conforms with the plans, specifications, and other documentation for the work;
5. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented, if applicable;
6. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and
7. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

**SUB-SCHEDULE “J.4”
FORM OF CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS**

[Note: This form is only for Tiers 3 and 4 Projects.]

**CERTIFICATE FROM AN INDEPENDENT ENGINEER TO CERTIFY PROGRESS
INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
PUBLIC TRANSIT STREAM TRANSFER PAYMENT AGREEMENT**

TO: [insert the information the Province will provide to the Recipient after the Effective Date by Notice]

FROM: [insert the address of an independent professional engineer]
Attention: [insert the name and title of the professional engineer]
Email: [insert the email address of the professional engineer]
Telephone No.: [insert the telephone number of the professional engineer]

RE: Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement - Project [insert the Project unique ID and title]

In the matter of the Investing in Canada Infrastructure Program (ICIP): Public Transit Stream Transfer Payment Agreement entered into between Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, and the [insert the name of the Recipient] (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ [insert the name and title of the professional engineer], an independent professional engineer duly licensed in the Province of Ontario, having made such inquiries as I have deemed necessary for this certificate, hereby certify that to the best of my knowledge, information and belief:

On and as of the date set out below, the work for the Project is _____ [Insert Project percent complete] percent complete, and the Project:

1. was supervised and inspected by qualified staff;
2. conforms with the plans, specifications and other documentation for the work;
3. conforms with applicable Environmental Laws, as defined in the Agreement, and appropriate mitigation measures have been implemented;
4. conforms with Schedule “C” (Project Description, Budget, Timelines, and Standards) of the Agreement, except as the Province has otherwise approved in advance and in writing; and

5. conforms with the requirements provided for in paragraph A.4.9(d) of Schedule “A” (General Terms and Conditions) of the Agreement to comply with industry standards.

Declared at _____ (municipality), in the Province of Ontario, this _____ day of _____, 20____.

(Signatures)

Name: **[insert/print the name of the professional engineer]**
Title: **[insert/print the title of the professional engineer]**

Witness Name: **[insert/print the name of the witness]**
Title: **[insert/print the title of the witness]**

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.30.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiry Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 Mandate. Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 Committee Decisions. Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 Requirements. The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of any Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-54

A By-law to Regulate the Use of Municipally Owned Fire Hydrants

Whereas Sections 8, 9 and 11 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, authorize a municipality to pass by-laws that are necessary or desirable for municipal purposes and, in particular, respecting economic, social and environmental well-being of the municipality; health, well-being and safety of Persons; services and things that the municipality is authorized to provide; and protection of Persons and property, including consumer protection; and

Whereas Section 11 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, a municipality may pass by-laws respecting matters within the sphere of jurisdiction of Public Utilities; and

Whereas Section 8 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that Section 11 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin to regulate the use and access to fire hydrants.

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

1. Short Title

That the short title of this by-law shall be "Fire Hydrant By-Law".

2. Definitions

In this by-law the following definitions shall apply:

Council shall mean the Council of the Corporation of the Municipality of West Elgin

Draw Water shall mean taking water from a fire hydrant for use

Fire Department Personnel shall mean the employees or volunteers who operate under the authority of the West Elgin Fire Department

Fire Hydrant shall mean any apparatus for drawing water directly from a water main and which is used principally for fire fighting purposes or water system maintenance

Municipality shall mean the Corporation of the Municipality of West Elgin

Officer shall mean a person or persons appointed by Council to enforce this by-law

Operate a Fire Hydrant shall mean setting up, connecting to and disconnecting from a fire hydrant

Operating Authority Personnel shall mean any firm, company or service provider contracted by the Municipality of West Elgin and responsible for the operation, maintenance and management of the Water and Wastewater Facilities

Public Works Personnel shall mean the employees who work for the Operations and Community Services department for the Municipality of West Elgin

3. This by-law governs and regulates the operation of every fire hydrant connected to every water system owned and operated by the Municipality of West Elgin.

4. Use and Care of Hydrants

No person shall operate a fire hydrant, except:

- a) The Manager of Operations and Community Services;
- b) An employee of the Municipality or the Ontario Clean Water Agency with proper authorization to operate a fire hydrant in the Municipality; or
- c) A member of the fire department.

5. Fire Hydrants – General

- 5.1. Unless authorized by the Manager of Operations and Community Services, no Person shall:

- a) Open or close any fire hydrant or fire hydrant valve;
- b) Connect a device of any kind to a fire hydrant, including a pipe, hose, fixture, or appliance; or
- c) Use water from any fire hydrant, regardless of whether that fire hydrant is located on private or public property, for any purpose other than fire protection.

- 5.2. No Person shall paint fire hydrants or tamper with the colour scheme of the fire hydrants except with permission of the Municipality.

- 5.3. A Person who wishes to have a Municipality owned fire hydrant relocated may request in writing to the Manager of Operation and Community Services that the fire hydrant be relocated, and if Approved, the Person making the request shall pay the

estimated cost determined by the Manager of Operations and Community Services, subject to a refund or additional payment, depending upon the actual cost when the work has been completed.

6. Obstruction of a Hydrant

- 6.1. The Owner or Occupant of Land or Premises adjacent to a fire hydrant or on which a fire hydrant is located shall ensure that there is access to the fire hydrant at all times and that access is not obstructed in any manner whatsoever.
- 6.2. No Owner or Occupant of Land or Premises shall allow anything on the Land or Premises to interfere with the operation of a fire hydrant located on or adjacent to that Land or Premises.
- 6.3. Any Person who owns Land or Premises on which a fire hydrant is located or own property adjacent to Municipality owned property on which a fire hydrant is located:
 - a) Shall ensure there is a three (3) metre corridor free of vegetation and other objects between the hydrant and the curb and shall ensure there is a one and a half (1.5) metre radius clearance free of vegetation and other objects beside or behind a hydrant unless authorized in writing by the Manager of Operations and Community Services; and
 - b) Shall ensure that nothing is constructed, erected, or placed within the clearance provided in section 6.3 a).
- 6.4. If an Owner fails to provide the proper clearances on or around the fire hydrant within twenty-four (24) hours of being notified to do so by the Municipality, the Municipality may remove any and all obstructions or encroachments and the Owner shall pay the Municipality all costs associated with the removal of those obstructions.

7. Penalties and Offences

Every person who contravenes or causes or permits any contravention of any of the provisions of this by-law is guilty of an offence pursuant to the *Provincial Offences Act* and on conviction is liable to a fine of not more than \$5,000.00 exclusive of costs.

8. This by-law comes into force and effect on August 13, 2020.

Read a first, second, and third time and passed this 13th day of August, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-55

A By-law to Authorize the Execution of an Agreement between The Corporation of the Township of Southwold and The Corporation of the Municipality of West Elgin for Planning Services

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 a Shared Services Agreement with the Corporation of the Township of Southwold for the purposes of sharing resources between the municipalities for Planning Services; 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 Shared Services Agreement with The Corporation of the Township of Southwold, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk 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 August 13, 2020.

Read a first, second, and third time and passed this 13th day of August, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Planner Shared Services Agreement

This agreement made this day of , 2020.

Between:

The Corporation of the Municipality of West Elgin
(Hereinafter referred to as "West Elgin")

Of the First Part

- and -

The Corporation of the Township of Southwold
(Hereinafter referred to as "Southwold")

Of the Second Part

Whereas the Councils of the Municipality of West Elgin and Township of Southwold wish to share resources between the municipalities for Planning Services;

And 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;

Now Therefore the parties hereto mutually agree as follows:

General

1. That the services of the West Elgin Planner will be shared with Southwold to:
 - a. Provide advice to Municipal Councils, staff and public on matters related to the *Planning Act, R.S.O. 1990, c. P.13*;
 - b. Process *Planning Act* applications;
 - c. Attend meetings and present planning reports;
 - d. Maintain planning records and documents; and
 - e. Other municipal land use planning activities required by the municipalities.
2. Schedule "A" attached hereto and forming part of this agreement is the West Elgin Planner Job Description, which sets out the main responsibilities and working conditions for the Planner.

3. The Planner shall be an employee of West Elgin and shall be subject to the employment policies and procedures, as adopted and implemented, by West Elgin.
4. The Planner's immediate supervisor is the West Elgin CAO.
5. While providing service to Southwold, the Planner shall comply with Southwold operating policies and procedures. The Southwold CAO shall be the Planner's immediate supervisor for operational matters in Southwold. Operational matters do not include the Planner's employment terms, human resources or disciplinary matters. Any concerns or issues from Southwold about the Planner's employment matters shall be directed to the West Elgin CAO.
6. The Planner, West Elgin CAO and Southwold CAO shall be authorized to determine administrative and scheduling details to implement this agreement.

Service Provision and Cost Sharing

7. The parties agree that Planner Services provided under this agreement shall be provided equally to Southwold and West Elgin, based on a 35 hour work week.
8. The parties recognize that due to the nature of the Planner's duties and responsibilities to provide service to residents, there may be weeks when service provided to each municipality is not balanced exactly. There is not the expectation that time will be balanced over each day or week. Balancing of time dedicated to West Elgin and Southwold will be viewed over a longer period of time, such as month or quarter.
9. The following Planner costs will be shared equally by West Elgin and Southwold:
 - a) Wages
 - b) Benefits
 - c) OMERS Pension Contributions
 - d) Communication Costs (Mobile Phone)
 - e) Small equipment used exclusively by the Planner
 - f) Conference Attendance
 - g) Training applicable to both municipalities
 - h) Travel for common activities, including meetings, training, conferences – rate based on the current County of Elgin Travel Allowance Automobile Rate
 - i) Meals and accommodation for common activities
10. The Planner will schedule working hours so that over-time is not incurred for meetings outside of typical office hours. (ie. Evening Council meetings) The Planner will work with the CAO of each municipality to coordinate their schedule

to meet the needs of the municipality and Planner to avoid incurring overtime. Should there be the requirement for paid overtime, costs municipality specific over-time shall be paid by the municipality incurring the overtime, based on actual costs.

11. Work-related travel for municipality specific work shall be paid by the municipality incurring the travel based on actual costs.
12. Should it be determined that there is a significant imbalance of time attributable to one of the municipalities, that portion greater than 60% will be treated as a surcharge or credit at year end, as applicable, based on the Wages, Benefit and OMERS portion of the costs only.
13. West Elgin shall invoice Southwold on a monthly basis for Planner Services provided. The invoice provided shall include details on costs and hours worked.
14. The Planner will record information related to hours worked in each municipality, along with hours that are common Planner duties attributable to both municipalities for payroll purposes. West Elgin will provide reports on a regular basis to the Planner to adjust hours to maintain overall balance and reports will be provided for the quarterly Planner and CAO meetings, to inform possible future amendments to this agreement.
15. Vacation Time, Time-off, Sick Leave and Statutory Holiday time taken by the Planner shall be attributable to West Elgin and Southwold equally. The Planner will be required to ensure actual time worked is adjusted accordingly to account for Vacation, Sick Leave, Time-off and Statutory Holiday time actually taken.
16. The reporting location for the Planner when attending Southwold shall be 35663 Fingal Line, Fingal ON N0L 1K0. It is understood by both parties that due to the nature of services being provided by the Planner, service provided will not be exclusive to the municipality in which the Planner is working from and services in common for both municipalities could be provided from either location.
17. Each municipality shall provide appropriate work space and support staff for time spent providing Planner services, in accordance with approved service levels and budget allocations.
18. West Elgin will provide computer and communication equipment that can be utilized for both municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.

Ongoing Review

19. The Planner, West Elgin CAO and Southwold CAO shall meet quarterly to review operation of this agreement. The CAO's are authorized to make administrative and minor operational adjustments for efficient implementation of this agreement.
20. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

Agreement Term

21. This agreement shall commence on August 17, 2020 and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

Agreement Amendment

22. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

Agreement Termination

23. Either party may terminate this agreement by providing written notice to the other party.
24. Termination of the agreement will take place 6 months after notification has been provided in writing and acknowledged by the other party, or at another date, mutually agreed upon, in writing, by the parties.

Planner Resignation, Termination, Inability to Fulfil Position

25. Should the Planner be unable to fulfill the responsibilities and requirements set out in this agreement, West Elgin shall:
- a) immediately notify Southwold;
 - b) work collaboratively with Southwold to maintain the provision of Planner services in the short-term, until the Planner position is filled, or another course of action is determined.
26. Notwithstanding Section 24, either party may immediately terminate this agreement if the Planner is unable to fulfill the responsibilities and requirements set out in this agreement.
27. Southwold shall not be held liable for failure to provide service under this agreement should the Planner be unable to fulfill the responsibilities and requirements contained in this agreement.

Planner Recruitment

28. Should West Elgin be required to recruit to fill the Planner position, Southwold shall be entitled to have up to two people from Council and/or Senior Management participate in the interview process and provide input to determine the preferred candidate. West Elgin shall take into consideration input from Southwold interviewers, but the final determination on the candidate to be selected and employment terms shall be determined by West Elgin.

Written Notice

29. Where required under this agreement, written notice shall be provided as follows:

Municipality of West Elgin
Attn: CAO
22413 Hoskins Line
Rodney ON N0L 2C0

Township of Southwold
Attn: CAO/Clerk
35663 Fingal Line
Fingal ON N0L 1K0

Severability

30. The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

Governing Law

31. Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Insurance and Liability

32. Southwold and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:
- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide Planner Shared Services pursuant to this agreement in an amount not less than the full replacement cost.
 - b. A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each party to the agreement as an additional

insured with respect to the Planner Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Counterpart Signing

33. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Municipality of West Elgin

Mayor

Clerk**The Corporation of the Township of Southwold**

Mayor

Clerk



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-56

A By-law to Authorize the issue of Debentures in the principal amount of \$76,336.23 for the 2019 Drainage Assessments

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 The Corporation of the Municipality of West Elgin deems it expedient to borrow money from West Elgin Mutual for the 2019 Drainage Assessments, by the issue and sale of debentures of this municipality in the principal amount of \$76,336.23, bearing interest at the rate of 2.25% per annum, payable annually, which is the amount of debt intended to be created by the By-law;

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

1. That for the purposes of the aforesaid, debentures shall be issued by The Corporation of the Municipality of West Elgin in the principal amount of \$76,336.23, bearing interest at the rate of 2.25% per annum payable annually on the 1st day of September in each year.
2. That the said debentures shall be dated the first day of February and shall be payable in five (5) annual installments of principal and interest payable in respect of such debentures in the years 2021 to 2025 inclusive, as set forth in Schedule "A" attached hereto. The amount of interest paid in the year 2025 shall be adjusted, if necessary.
3. That the said payments of principal and interest shall be payable in Canadian funds.
4. That the said debentures shall be sealed with the seal of The Corporation of the Municipality of West Elgin and shall be signed by the Mayor and the Treasurer.
5. That all sums required to pay off the installments of principal of the debentures and to pay interest thereon as set out in Schedule "A" attached hereto, shall be levied and raised in the years 2021 to 2025, inclusive, by a special rate, over and above all

other rates, upon the rateable property as set out in Schedule "B" at the same time and in the same manner as other rates, but shall not be necessary to levy in any year a greater amount than is required to pay the said installments of principal and interest after taking into account receipts from any other source in respect of said works.

6. The amount of \$76,336.23 is within the borrowing limits as prescribed by the Local Planning Appeals Tribunal.
7. That the debentures shall contain a clause providing for the registration thereof pursuant to Section 408 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended.
8. The Corporation shall have the right, at its option, to redeem the said debentures on any interest payment date prior to maturity by payment of the unmatured principal amount together with interest accrued to the date set for redemption.
9. This By-Law shall come into full force and effect upon final passage.

Read a first, second, and third time and passed this 13th day of August, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



MUNICIPALITY OF West Elgin

Debenture Schedule

Debenture No. **WDEB2020-01**

By-law No. **2020-56**

2020 Drains Debenture

Project: **2020 Drains Debenture**
 Amount: **76,336.23**
 Years: **5**
 Interest Rate: **2.25%**
 Annual Payment: **\$16,313.07**

Name: West Elgin Mutual Insurance

Address: 29584 Pioneer Line
 PO Box 312
 Dutton, ON N0L 1J0
 Tel. **519-762-3530**

<u>Date</u>	<u>Open</u>	<u>Interest</u>	<u>Principal</u>	<u>Close</u>
2021	76,336.23	1,717.57	14,595.50	61,740.73
2022	61,740.73	1,389.17	14,923.90	46,816.82
2023	46,816.82	1,053.38	15,259.69	31,557.13
2024	31,557.13	710.04	15,603.03	15,954.10
2025	15,954.10	358.97	15,954.10	-0.00

The Corporation of the Municipality of West Elgin agrees to pay all amount(s) owed for Debenture No. WDEB2020-01 over the period of five (5) years, with the first payment on Debenture WDEB2020-01 to be processed on September 1, 2021.

West Elgin Mututal Insurance

Municipality of West Elgin

 Authorized Signature

 Duncan McPhail, Mayor

 Date

 Date

 Magda Badura, Treasurer

 Date

Schedule B to By-Law 2020-56

Projects:

Wilton Drain
McMillan Drain
Brooker Drain
Mahon Drain
Miller Drain
Hampton Drain

Roll Number	Total Amount Debentured	Annual Payment
3434 000 020 16700 0000	\$4,337.53	\$ 926.93
3434 000 020 16800 0000	\$4,749.12	\$1,014.89
3434 000 070 04500 0000	\$6,624.84	\$1,415.73
3434 000 070 05800 0000	\$5,774.24	\$1,233.96
3434 000 020 09302 0000	\$2,097.21	\$ 448.17
3434 000 020 17300 0000	\$1,893.23	\$ 404.58
3434 000 070 07500 0000	\$3,984.47	\$ 851.48
3434 000 030 09300 0000	\$1,934.10	\$ 413.32
3434 000 020 01690 0000	\$3,933.29	\$ 840.54
3434 000 030 12800 0000	\$32,792.26	\$7,007.71
3434 000 020 17000 0000	\$2,055.55	\$ 439.27
3434 000 070 07800 0000	\$6,160.39	\$1,316.48



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality Of West Elgin

By-Law No. 2020-57

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 20662 Marsh Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

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

1. That Schedule "A" Map 45 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **Agricultural (A2) Zone and Restricted Agricultural (A3)** for those lands outlined in heavy solid lines and described as A2 and A3 on Schedule "A" attached hereto and forming part of this By-law, being Concession 9, Part of Lots C and D, in the geographic Township of Aldborough, now in the Municipality of West Elgin, in the County of Elgin.
2. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Local Planning Appeal Tribunal (LPAT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 13th day of August 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Lands
to be
Zoned A2

Lands
to be
Zoned A3

MARSH LINE

This is Schedule "A" to By-law No. 2020-57 passed on
the 13th day of August, 2020

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 59



0 90 180

Meters





MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-58

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on August 13, 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 August 13, 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 13th day of August, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk