



Municipality of West Elgin

Agenda

Council Meeting

Date: September 24 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) of the *Municipal Act*, consideration will be to personal matters about identifiable individual(s) including a municipal or local board employee(s) and a proposed or pending acquisition or disposition of land by the municipality or local board.

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 - Planning Act- To start at 9:30 a.m.

Recommendation:

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

6.1 Purpose of the 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. The first proposed amendment is to facilitate the severance of a surplus farm dwelling at 11149 Blacks Road.

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 of the room 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 11149 Blacks Road

8

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 11149 Blacks Road, File No. D14 05-2020; 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 Close of the Public Meeting

Recommendation:

That West Elgin Council hereby closes the Public meeting under Section 34 of the *Planning Act* at _____ a.m. and reconvenes in Regular Meeting of Council.

7. Meeting to Consider Engineers Report Under Drainage Act

7.1 J.M Spriet, PEng. - Arvai Drain 14

7.1.1 Lower Thames Conservation Authority Comments 26

7.1.2 Public Comments

7.1.3 Council Comments

7.1.4 Provisional By-law

Recommendation:

That West Elgin Council receives the Engineers Report on the Arvai Drain as prepared and presented by Mr. J.M Spriet, P.Eng; and

That West Elgin Council authorizes staff to initiate the tender process, if required, for the construction of the Arvai Municipal Drain to be considered by Council following the Court of Revision; and

That West Elgin Council consider the provisional By-law as presented in the By-law portion of the agenda for a first and second reading.

8. Court of Revision Under Drainage Act

Recommendation:

That West Elgin Council hereby adjourns to proceed into the Court of Revision under the *Drainage Act* at _____ a.m.

9. Adoption of Minutes 30

Recommendation:

That the Minutes of the Council meeting on September 10, 2020 and the Court of Revision for the McColl Drain West on August 27, 2020 be adopted as circulated and printed.

10. Business Arising from Minutes

11. Staff Reports

11.1 Municipal Drains

11.1.1 T. Mahon, Drainage Superintendent - Award Tender - McColl Drain West 43

Recommendation:

That West Elgin Council hereby receives the report from Tom Mohan, Drainage Superintendent re:

McColl Drain West; and

That West Elgin Council hereby awards the tender to the lowest bidder McNally Excavating Ltd. in the amount of \$50,869.50 plus applicable taxes.

11.2 Fire

11.2.1 J. McArthur, Fire Chief - End of Life Equipment 46

Recommendation:

That West Elgin Council has no objections to donating equipment that has reached it's 'end of life' cycle and is no longer usable to the West Elgin Fire Department.

11.2.2 J. McArthur, Fire Chief - Bunker Gear Purchase 49

Recommendation:

That West Elgin Council approves the purchase of up to 20 suits of bunker gear at a total cost of \$45,410.00 plus taxes & shipping, with 50% to be invoiced in December 2020 and the remaining 50% to be invoiced in January 2021.

11.3 Operations & Community Services

11.3.1 L. Gosnell, Manager of Operations & Community Services - Landfill Fees 55

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services; And

That West Elgin Council approves the re-instatement of landfill disposal fees, effective Friday October 2, in accordance with the 2020 municipal Fees and Charges By-law.

11.4 Finance/Administration

11.4.1 M. Badura, CAO/Treasurer - 2020-2021 Human Resource Consulting Agreement 57

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer and renew 2020-2021 Human Resource Consulting Agreement with Robert Bryce for the period of 1 year.

11.4.2 M. Badura, CAO/Treasurer & J. Nethercott, Clerk - 2021 Council Remuneration 70

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer & Jana Nethercott, Clerk re: 2021 Council Remuneration; and

That West Elgin Council hereby direct staff to _____.

12. Committee and Board Report

12.1 Elgin County Council

12.1.1 Elgin County Council Highlights - September 8, 2020 73

12.2 Four Counties Transit Board

12.2.1 Minutes of July 13, 2020 79

12.3 Haven's Lake Road Committee

12.4 Councillor Reports from Committees

13. Accounts

Recommendation:

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #9A amounting to \$717,562.89 in settlement of General, Road, Water and Arena Accounts (including EFT#3031-3084 Cheque# 25400-25101, online Payments# 515-523 and Payroll PP19).

14. Councillor Inquires/Announcements

14.1 Notice of Motion

14.2	Statements/Inquires by Councillors	
14.2.1	Councillor Tellier - 2020 Citizenship Awards	
14.3	Matters of Urgency	
15.	Correspondence	
15.1	AMO- Land Use Planning Workshop	82
15.2	Ministry of Municipal Affairs and Housing - Parkland Dedication, Development Charges and Community Benefits Charges Authority	83
15.3	Town of Amherstburg - AODA Website Compliance Extension Request	85
15.4	Town of Amherstburg - Request for Consideration of Amendments to Bill 108	87
15.5	West Lorne Lawn Bowlers - Request to re-purpose Council Grant	89
16.	By-Laws	
16.1	By-law 2020-64 - Adopt Advisory Committee Policy	96
	Recommendation: That By-law 2020-64, being a by-law to adopt and maintain a policy with respect to Advisory Committees, be read a first, second and third and final time.	
16.2	By-law 2020-65 - Adopt Christmas Hours Policy	99
	Recommendation: That By-law 2020-65, being a by-law to adopt and maintain a policy with respect to Christmas Office Hours, be read a first, second and third and final time.	
16.3	By-law 2020-66 - Arvai Municipal Drain	101
	Recommendation: That By-law 2020-66 being a by-law to provide for the construction of the Arvai Drain be read a first and second time and be provisionally adopted.	

16.4 By-law 2020-67 - Signing Authority 115

Recommendation:

That By-law 2020-67, being a by-law to appoint signing authorities for the Municipal Bank Accounts, be read a first, second and third and final time.

16.5 By-law 2020-68 - Adopt Short Term Acting Positions Policy 117

Recommendation:

That By-law 2020-68, being a by-law to adopt and maintain a policy with respect to Short Term Acting Positions, be read a first, second and third and final time.

16.6 By-law 2020-69 - Rezone 11149 Blacks Road 119

Recommendation:

That By-law 2020-69, being a by-law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 11149 Blacks Road, be read a first, second and third and final time.

16.7 By-law 2020-70 - Agreement for Human Resources Consultant 121

Recommendation:

That By-law 2020-70, being a by-law to Authorize the Execution of an Agreement between Robert Bryce and The Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

17. Confirming By-Law 131

Recommendation:

That by-law 2020-71, being a by-law to confirm the proceeding of the Regular Meeting of Council held on September 24, 2020, be read a first, second and third and final time.

18. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 9:30 a.m. on October 8, 2020 or at the call of the Chair.



Staff Report

Report To: Council Meeting
From: Heather James, Planner
Date: 2020-09-24
Subject: Zoning Report 11149 Blacks Road

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 11149 Blacks Road, File No. D14 05-2020; 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 owner, 571419 Ontario Ltd. c/o Mike Miller.

The subject lands are situated on the west side of Blacks Road, in the former Township of Aldborough. The lands are legally described as Concession 9, Part of Lot D, in the geographic Township of Aldborough, and known municipally as 11149 Blacks Road.

County of Elgin Land Division Committee conditionally approved the associated severance application (File No. E 96/19) on January 23, 2020 and no appeals were received.

Background:

The proposed severed parcel will have an area of 0.2847 ha (0.704 ac.), a frontage of 45.7 m (149.93 ft.) along the west side of Blacks Road and a depth of 62.3 m (204.4 ft.). The proposed severed parcel contains a single detached dwelling with private water well and private septic system and will be used for non-farm residential use (see Sketch).

The proposed retained parcel will have an area of 19.5491 ha (48.3 ac.), a frontage of 556.2 m (1,824.90 ft.) along the west side of Blacks Road and an irregular depth of 304.8 m (1,000 ft.). The proposed retained parcel is vacant with no services and will be used for agricultural use (see Sketch).

Agricultural and non-farm residential uses surround the subject lands. A portion of the South Rodney Woodlot (Provincially Significant Wetland) is in the northern portion of 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 2020 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 2020 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 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 Rural Residential (RR) Zone. The severed parcel is required to be rezoned to RR due to the smaller lot area. The RR Zone will permit bed and breakfast establishment, day care centre, home occupation and single unit dwelling. For the RR Zone, the minimum lot area is 2,000.0 m² (21,527.82 ft.²) and the minimum lot frontage is 30.0 m (98.43 ft.). The RR Zone is recommended to be applied to the proposed severed parcel.

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. The A2 Zone is recommended to be applied to the proposed retained parcel.

Related Documents:

County of Elgin Land Division Committee severance file no. E 96/19.

Report Approval Details

Document Title:	Zoning Report 11149 Blacks Road - 2020-22-Planning.docx
Attachments:	<ul style="list-style-type: none">- 2020-xx - Zoning By-law Amendment - 11149 Blacks Road.docx- Zoning Schedule 11149 Blacks Road.pdf
Final Approval Date:	Sep 21, 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 11149 Blacks Road.

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 Rural Residential (RR)** for those lands outlined in heavy solid lines and described as A2 and RR on Schedule "A" attached hereto and forming part of this By-law, being Concession 9, Part of Lot 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 24th day of September 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Lands
to be
Zoned A2

Lands
to be
Zoned RR

BLACKS RD

MARSH LINE

This is Schedule "A" to By-law No. 2020-
passed on the 24th day of September, 2020

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 45



0 40 80

Meters



ARVAI DRAIN
Municipality of West Elgin



**SPRIET
ASSOCIATES**
ENGINEERS & ARCHITECTS

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Our Job No. 219204

August 10, 2020

ARVAI DRAIN

Municipality of West Elgin

To the Mayor and Council of
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of the Arvai Municipal Drain serving parts of Lot 18, Concession 9 in the Municipality of West Elgin.

AUTHORIZATION

This report was prepared pursuant to Section 4 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a petition signed by the affected landowners.

DRAINAGE AREA

The total watershed area as described above contains approximately 1.85 hectares. The area requiring drainage for the Arvai Drain is described as the lands located within Lot 18, Concession 9, bounded by Ridge Street to the east and the existing residential lands located within the village of West Lorne, located south of Elm Street.

HISTORY

The Arvai Drain is a new municipal drain and, as such, has no history. It is located within the Wilton Drain which was originally constructed pursuant to a report submitted by G.A. McCubbin, P. Eng. dated July 6, 1914 and consisted of the installation of 1,700 lineal feet of 600mm diameter sewer pipe as well as 2,400 lineal feet of open ditch cleanout to provide a sufficient outlet to the new closed drain. The closed drain commenced at the west edge of Graham Street and ran westerly parallel to Chestnut Street through the residential lots to the Wilton Drain open ditch. The drain was constructed to alleviate flooding along Graham Street from its connection point to the north end of the limits of the village. This drain essentially served as the outlet to the village.

EXISTING DRAINAGE CONDITIONS

A site meeting held with respect to the project and through later discussions, the owners reported the following:

- that the requesting landowner, Arvai Developments (Roll No. 1-295), indicated their intention to develop their lands and required a legal outlet to do so



EXISTING DRAINAGE CONDITIONS

- that the landowner, J. & L. Fischer (Roll No. 1-077), indicated that any drainage works constructed on their lands should not interfere with the development potential along the current residential lands fronting King Street

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that the lands are tributary to the Wilton Open Drain located in Lot 15, Concession 9 and has sufficient depth to provide an outlet
- that the lands could be serviced by a drain outletting into the existing Wilton Drain – Open Portion
- that an investigation in using the existing Wilton Drain – Closed Portion was undertaken and determined not to be feasible as its condition could not be properly assessed. Furthermore, the watershed area draining to this drain is not easily determined as it appears to be cross connected with the Graham Street Drain which services a large portion of West Lorne

Preliminary design, cost estimates and assessments were prepared, and informal conversations were held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the report.

DESIGN CONSIDERATIONS

The proposed drain was designed, with respect to capacity, using the storm sewer design methods with a design storm based with a return period of 2 years.

We would like to point out that there have been indications of sandy soil conditions, but no formal soil investigation has been made.

All of the proposed work has been generally designed and shall be constructed in accordance with the DESIGN AND CONSTRUCTION GUIDELINES FOR WORK UNDER THE DRAINAGE ACT.

RECOMMENDATIONS

We are therefore recommending the following:

- that a drain be constructed, to be referred to as the Arvai Drain, commencing at the Main Drain, running north through the lands of J. & L. Fischer (Roll No. 1-077) and Hydro One Networks Inc. (Roll No. 2-560) to its head just within the lands of Arvai Developments Inc. (Roll No. 1-295) for a total length of 306 lineal meters
- that the drains be constructed using sealed HDPE pipe to prevent the inclusion of tree roots and provide a more economical solution than concrete sewer pipe



ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

There are no significant wetlands or sensitive areas within the affected watershed area or along the route of the drains. The proposed construction of the Arvai Drain includes quarry stone outlet protection and surface inlets which greatly help reduce the overland surface flows and any subsequent erosion. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.

SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 306 lineal meters of 375mm (15") diameter HDPE sewer pipe including related appurtenances.

SCHEDULES

Four schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, Schedule 'C' - Assessment for Construction, and Schedule 'D' - Assessment for Maintenance.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$ 55,000.00. This estimate includes engineering and administrative costs associated with this project.

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Schedule 'D' - Assessment for Maintenance. In accordance with Section 38 of the Drainage Act, this schedule outlines the distribution of future repair and/or maintenance costs for portions of, or the entire drainage works.

Drawing No. 1, Job No. 219204, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

ALLOWANCES

DAMAGES: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$3,613.00/ha. for closed drain installed with wheel machine. This base rate is multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

RIGHT-OF-WAY Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.



ALLOWANCES (cont'd)

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,670.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These liabilities are known as benefit, outlet liability and special benefit liability as set out under Sections 22, 23, 24 and 26 of the Act.

BENEFIT as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or sub-surface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures.

OUTLET liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entailed breaking down the costs of the drain into sections along its route. Special Assessments were then extracted from each section.

The remainder is then separated into Benefit and Outlet costs. The Benefit cost is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet Costs are distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands have been assessed for outlet at lower rates than cleared lands. Also, roads and residential properties have been assessed for outlet at higher rates than cleared farmlands. It should be noted that the cost of agricultural design was assessed to all lands within the watershed area with increased costs to obtain a 2-year design standard to the developable lands and roadway.



ASSESSMENT (cont'd)

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit and outlet and for special assessments as shown in detail below and on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

SPECIAL ASSESSMENT

If any additional work is required to the drainage works due to the existence of buried utilities such as gas pipe lines, communications cables, etc. or if any of the utilities require relocation or repair, then, the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.

GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Assessments to agricultural lands are based on an agricultural 38.1mm design. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain.

After completion, the Arvai Drain, including the existing drain, shall be maintained by the Municipality of West Elgin at the expense of all upstream lands and roads assessed in Schedule 'D' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

JMS:bv



J.M. Spriet, P.Eng.



SPRIET ASSOCIATES
engineers & architects

SCHEDULE 'A' - ALLOWANCES

ARVAI DRAIN

Municipality of West Elgin

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
MAIN DRAIN					
4	Pt. 18	1-077 (J. & L. Fischer)	\$ 1,850.00	\$ 1,500.00	\$ 3,350.00
4	Pt. 18	1-295 (Arvai Developments Inc)	40.00	30.00	70.00
Total Allowances			\$ 1,890.00	\$ 1,530.00	\$ 3,420.00
TOTAL ALLOWANCES ON THE MAIN DRAIN			\$ 3,420.00		

ARVAI DRAIN**Municipality of West Elgin**

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

MAIN DRAIN

6 meters of 375mm dia., H.D.P.E. plastic sewer pipe including rodent gate,
quarry stone rip-rap protection around pipe and end of ditch
(Approximately 6m³ quarry stone req'd)

Supply	\$	400.00
Installation	\$	800.00

Installation of the following HDPE sewer pipe, including granular bedding
300 meters of 375mm dia. HDPE sewer pipe

\$ 13,500.00

Supply of the above listed pipe

\$ 15,000.00

Strip, stockpile and relevel topsoil from tile trench and adjacent working area
(4m wide) specified on drawings (approx. 306m)

\$ 1,800.00

Supply and install one 600mm x 600mm ditch inlet catchbasin online
complete with berm, grate and ditching

\$ 1,800.00

Exposing and locating existing tile drains and utilities

\$ 500.00

Tile connections and contingencies

\$ 1,200.00

Allowances under Sections 29 & 30 of the Drainage Act

\$ 3,420.00

ADMINISTRATION

Interest and Net Harmonized Sales Tax

\$ 1,230.00

Survey, Plan and Final Report

\$ 12,500.00

Expenses

\$ 1,090.00

Supervision and Final Inspection

\$ 1,760.00

TOTAL ESTIMATED COST

\$ 55,000.00

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

ARVAI DRAIN

Municipality of West Elgin

Job No. 219204

August 10, 2020

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN						
4	Pt. 18	0.25	1-077 (J. & L. Fischer)	9,490.00	382.00	9,872.00
* 4	Pt. 18	0.06	1-095 (N. & M. McColl)		352.00	352.00
* 4	Pt. 18	0.06	1-095-02 (J. & K. Kelly)		323.00	323.00
* 4	Pt. 18	0.05	1-095-03 (J. & J. Prince)		294.00	294.00
* 4	Pt. 18	0.04	1-095-04 (L. & N. Labadie)		235.00	235.00
* 4	Pt. 18	0.05	1-095-05 (J. & M. Da Mota)		294.00	294.00
* 4	Pt. 18	0.05	1-119 (D. Kekys)		294.00	294.00
* 4	Pt. 18	0.05	1-296 (J. Dias & D. Oliveira)		176.00	176.00
* 4	Pt. 18	0.02	1-081 (R. Boodram)		60.00	60.00
* 4	Pt. 18	0.67	1-295 (Arvai Developments Inc)	17,310.00	16,439.00	33,749.00
* 4	Pt. 18	0.45	2-560 (Hydro One Networks Inc)	3,060.00	1,997.00	5,057.00
TOTAL ASSESSMENT ON LANDS				\$ 29,860.00	\$ 20,846.00	\$ 50,706.00
* Ridge Street		0.10	Municipality of West Elgin	\$	\$ 4,294.00	\$ 4,294.00
TOTAL ASSESSMENT ON ROADS				\$	\$ 4,294.00	\$ 4,294.00
TOTAL ASSESSMENT ON THE MAIN DRAIN						<u>\$ 55,000.00</u>

SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

ARVAI DRAIN

Municipality of West Elgin

Job No. 219204

August 10, 2020

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN				
4	Pt. 18	0.25	1-077 (J. & L. Fischer)	12.8 %
4	Pt. 18	0.06	1-095 (N. & M. McColl)	0.9
4	Pt. 18	0.06	1-095-02 (J. & K. Kelly)	0.8
4	Pt. 18	0.05	1-095-03 (J. & J. Prince)	0.7
4	Pt. 18	0.04	1-095-04 (L. & N. Labadie)	0.6
4	Pt. 18	0.05	1-095-05 (J. & M. Da Mota)	0.7
4	Pt. 18	0.05	1-119 (D. Kekys)	0.7
4	Pt. 18	0.05	1-296 (J. Dias & D. Oliveira)	0.4
4	Pt. 18	0.02	1-081 (R. Boodram)	0.1
4	Pt. 18	0.67	1-295 (Arvai Developments Inc)	62.6
4	Pt. 18	0.45	2-560 (Hydro One Networks Inc)	8.8
				=====
TOTAL ASSESSMENT ON LANDS				89.1 %
				=====
Ridge Street		0.10	Municipality of West Elgin	10.9 %
				=====
TOTAL ASSESSMENT ON ROADS				10.9 %
				=====
TOTAL ASSESSMENT FOR MAINTENANCE OF THE MAIN DRAIN				<u>100.0 %</u>

SCHEDULE OF NET ASSESSMENT

ARVAI DRAIN

Municipality of West Elgin

(FOR INFORMATION PURPOSES ONLY)

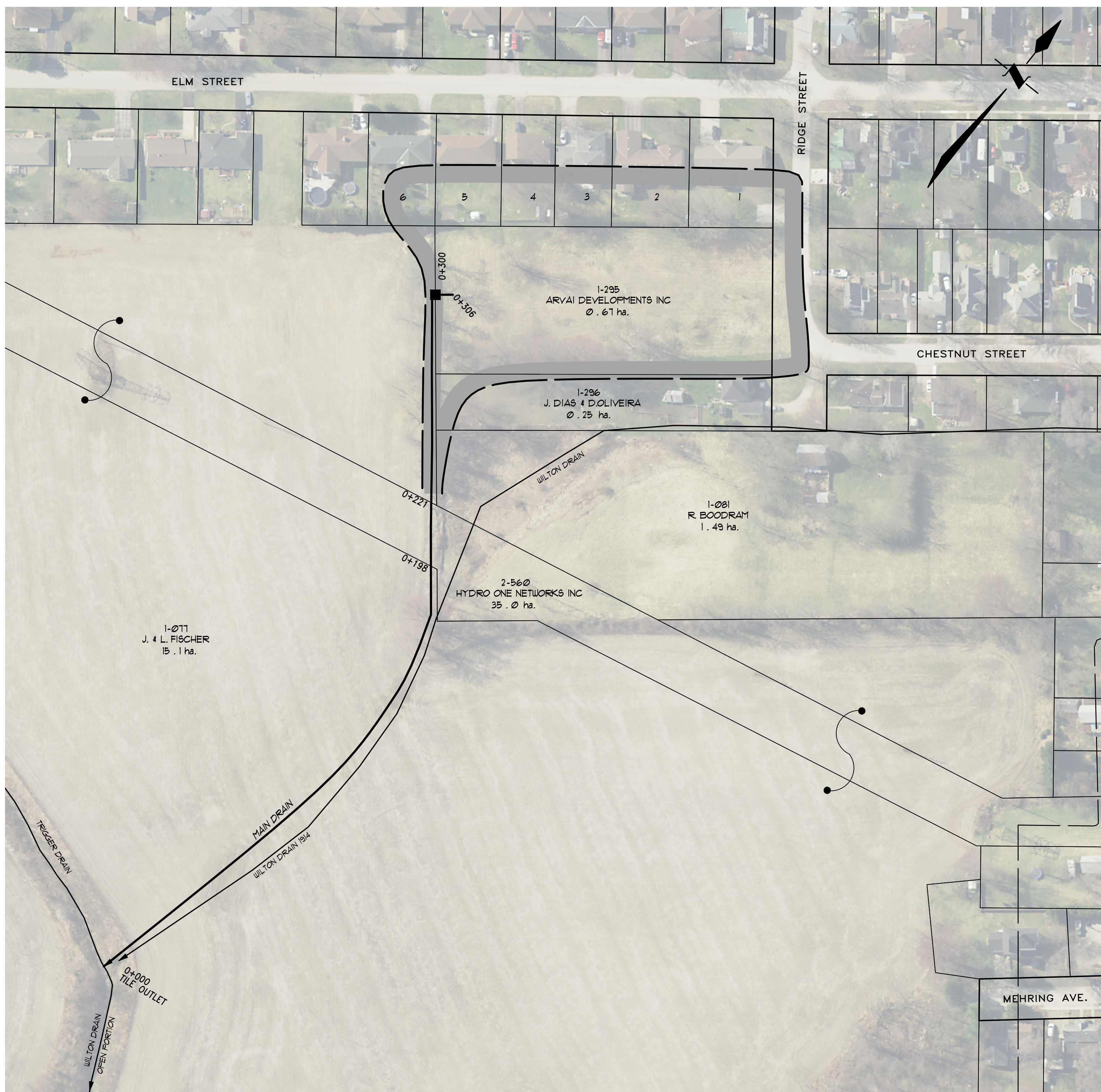
Job No. 219204

August 10, 2020

* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
1-077 (J. & L. Fischer)	\$ 9,872.00	\$ 3,291.00	\$ 3,350.00	\$ 3,231.00
* 1-095 (N. & M. McColl)	352.00			352.00
* 1-095-02 (J. & K. Kelly)	323.00			323.00
* 1-095-03 (J. & J. Prince)	294.00			294.00
* 1-095-04 (L. & N. Labadie)	235.00			235.00
* 1-095-05 (J. & M. Da Mota)	294.00			294.00
* 1-119 (D. Kekys)	294.00			294.00
* 1-296 (J. Dias & D. Oliveira)	176.00			176.00
* 1-081 (R. Boodram)	60.00			60.00
* 1-295 (Arvai Developments Inc)	33,749.00		70.00	33,679.00
* 2-560 (Hydro One Networks Inc)	5,057.00			5,057.00
* Ridge Street	\$ 4,294.00	\$	\$	\$ 4,294.00
TOTALS	\$ 55,000.00	\$ 3,291.00	\$ 3,420.00	\$ 48,289.00

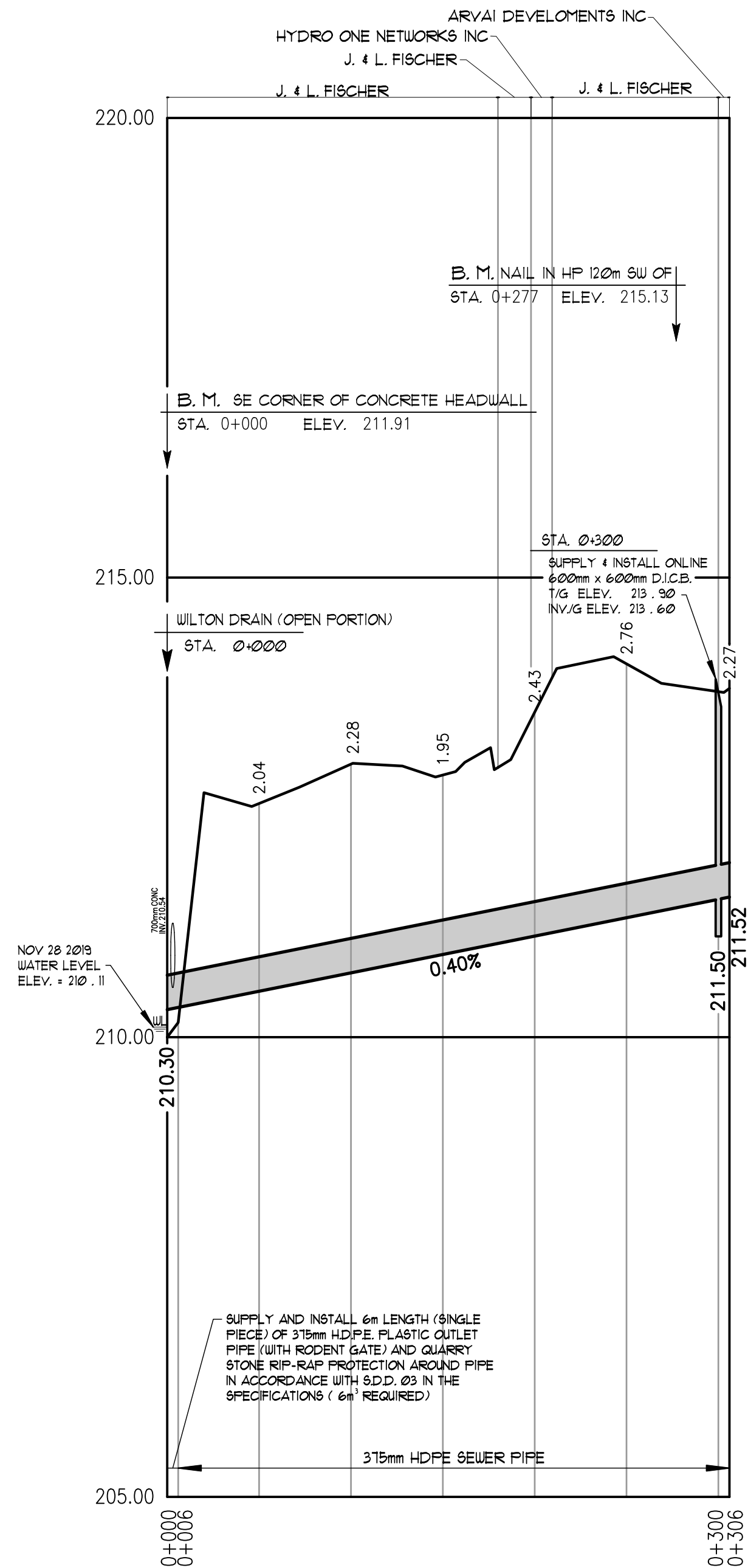
LOT 18



PLAN SCALE 1 : 1,000

LOT LEGEND		
ROLL No.	OWNERSHIP	HECTARES OWNED
1) 1-095	N. & M. MCCOLL	0.12
2) 1-095-02	J. & K. KELLY	0.11
3) 1-095-03	J. & J. PRINCE	0.08
4) 1-095-04	L. & N. LABADIE	0.08
5) 1-095-05	J. & M. DA MOTA	0.10
6) 1-119	D. KEKYS	0.10

PLAN LEGEND	
	LIMIT OF WATERSHED AREA
	PROPOSED DRAINAGE WORKS
	EXTERIOR OR INTERIOR WATERSHED
	TO BE INCLUDED FOR FUTURE MAINTENANCE
	EXIST. MUNICIPAL DRAIN
	PRIVATE TILE OR SURFACE WATER RUN
	EXIST. WATERCOURSE OR PRIVATE DITCH
10 - 023 J. 04TH 40.9 ha. HECTARES OWNED	



MAIN DRAIN

SCALE : HOR 1 : 2,500
VERT. 1 : 50

GENERAL NOTES

- 1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.
 - 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:
CLOSED PORTIONS 15 meters
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE 10m.
 - 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.
 - 4/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
b) CONTRACTOR TO NOTIFY ALL UTILITIES 12 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.
 - 5/ ALL TREES, SCRUB, BRUSH, ETC. TO BE CLEARED AND GRUBBED IN ACCORDANCE WITH 'SECTION B.3 AND C.4' SPECIFICATIONS.
 - 6/ RIP-RAP TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH 'SECTION A.12' IN THE SPECIFICATIONS.
 - 7/ TURF REINFORCEMENT MAT SHALL BE 'NORTH AMERICAN GREEN C 350' OR APPROVED EQUAL. MAT SHALL BE INSTALLED ON SEDED BANK IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS WITH THE FOLLOWING EXCEPTIONS:
a) STAPLES TO BE 200mm LONG AND SHALL BE INSTALLED TO MANUFACTURER'S 'D' PATTERN
b) MAT TO BE KEPT 300mm BELOW DITCH BOTTOM, 200mm INTO BANK SLOPE AT UPSTREAM LIMIT AND SHALL BE STAPLED 200mm BELOW TOE OF BANK.
 - 8/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.
- ### CLOSED PORTIONS
- 9/ ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO 'SECTION C.1' IN THE SPECIFICATIONS.
a) SEWER PIPE TO BE H.D.P.E. PLASTIC 300 KPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO CSA 1026-08), PVC ULTRA RIB OR PVC SDR 35
 - 10/ ALL CATCHBASINS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH 'SECTION C.16' IN THE SPECIFICATIONS, EXCEPT AS FOLLOWS:
 - 11/ EXACT LOCATION OF NEW DRAIN TO BE DETERMINED AT TIME OF CONSTRUCTION BY DRAINAGE SUPERINTENDENT OR ENGINEER.
 - 12/ SILT FENCE TO BE PLACED ACROSS DITCH BOTTOM AT STA. 0+000 DURING CONSTRUCTION TO PREVENT SILT FROM FLUSHING DOWNSTREAM, AND ARE TO BE MAINTAINED AS NECESSARY DURING CONSTRUCTION. SILT FENCE AND SILT TO BE REMOVED AND DISPOSED OF AFTER CONSTRUCTION.

ARVAI DRAIN			
Municipality of West Elgin			
Drainage Superintendent: TOM MOHAN 519-785-0560		No.	REVISIONS
Date: AUG. 10, 2020		Field Book G.F.S.	JOB No. 219204
Drawing No. 1 of 1		PLAN, PROFILE, & DETAIL	
SPRIET ASSOCIATES LIMITED LONDON CONSULTING ENGINEERS 155 YORK STREET - LONDON (519) 672-4100 - NEA 1A8			

September 21, 2020

VIA E-MAIL ONLY – 4 PAGES

Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0

Attn: **Jana Nethercott**

Re: **LTVCA Application No. 327-2020**
Construction of a new Tile Drain
Arvai Drain
Part Lot 18, Concession 9
Municipality of West Elgin

The Lower Thames Valley Conservation Authority (LTVCA) received the engineer's report dated August 10, 2020 for the construction of the Arvai Tile Drain in the Municipality of West Elgin. The proposed work includes the installation of a new 300 m x 375 dia. HDPE sewer pipe. The work will also include the installation of 6 m x 375 mm dia. HDPE plastic sewer pipe including a rodent gate and quarried stone rip-rap protection around the pipe end and end of ditch. The work will also include the supply and installation of a new 600 mm x 600 mm online ditch inlet catchbasin, including grate and ditching.

The above-mentioned work has been reviewed with respect to the Conservation Authorities Act and Ontario Regulation 152/06. After reviewing our files and mapping, it has been determined that the proposed work is subject to the Authority's Development and Alterations to Watercourses portions of the regulation. The issue of concern with the proposed work is erosion.

After reviewing the engineer's report (dated August 10, 2020) which was provided to this office on September 1, 2020, the application was approved by the LTVCA on September 21, 2020. Your permission is valid for a period of 24 months after it has been approved. Please refer to the project specific requirements / conditions listed on the application form and listed below:

- That the work is to be completed as described in the engineer's report (dated August 10, 2020) which was received by this office on September 1, 2020.
- Work shall be conducted during low or no flow periods.
- Sediment and erosion control measures be implemented prior to, and maintained throughout the duration of the construction phase. The sediment and erosion control measures should be left in place until all disturbed areas have stabilized. Accumulated sediment is to be removed from the fence prior to its removal.
- All work to include site restoration of disturbed areas back to or better than existing by re-establishing vegetation in all disturbed areas as soon as possible upon completion of the work.
- All activities, including maintenance procedures, should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water. Vehicular re-fuelling and maintenance should be conducted away from the water.

- Construction must be well underway prior to the permit lapsing. If no construction has begun prior to the lapsing date of the permit (September 21, 2022), then a new permit will be required from this office.

If the above conditions are met, the Authority will have no objections to the proposed work. Please note that this letter does not release you from the responsibility to obtain any other permits or approvals that may be required under federal, provincial, or municipal legislation/bylaws. A copy of this letter should be kept on-site while the work is in progress. If the plans change, or if the description of the proposal is incomplete, please contact this office to determine if the conditions in this letter still apply.

Please contact the Department of Fisheries & Oceans and the Ontario Ministry of Environment, Conservation and Parks for further information regarding species listed under the Species At Risk Act and the Endangered Species Act, respectively, that might be present in this location prior to the commencement of this project.

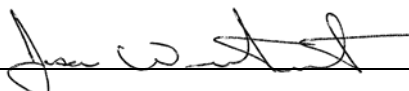
If you have any questions or require more information, please contact the LTVCA office at 519-354-7310.

Yours truly



Valerie Towsley
Resource Technician

c.c. Tom Mohan, Municipality of West Elgin
Fisheries and Oceans Canada
Ontario Ministry of Environment, Conservation and Parks

Applicant Name:	Municipality of West Elgin c/o Tom Mohan	App. No.	327-2020
For LTVCA Use Only			
Application Fee:	<u>\$150.00</u>	Date received:	<u>To be invoiced</u> Received by: _____
Regulatory Flood Datum:	_____	Typical ground elevation:	<u>n/a</u>
Other pertinent comments:	<u>Arvai Drain</u>		
Project-specific requirements/conditions:			
<ul style="list-style-type: none"> ➤ That the work is to be completed as described in the engineer's report (dated August 10, 2020) which was received by this office on September 1, 2020. ➤ Work shall be conducted during low or no flow periods. ➤ Sediment and erosion control measures be implemented prior to, and maintained throughout the duration of the construction phase. The sediment and erosion control measures should be left in place until all disturbed areas have stabilized. Accumulated sediment is to be removed from the fence prior to its removal. ➤ All work to include site restoration of disturbed areas back to or better than existing by re-establishing vegetation in all disturbed areas as soon as possible upon completion of the work. ➤ All activities, including maintenance procedures, should be controlled to prevent the entry of petroleum products, debris, rubble, concrete or other deleterious substances into the water. Vehicular re-fuelling and maintenance should be conducted away from the water. ➤ Construction must be well underway prior to the permit lapsing. If no construction has begun prior to the lapsing date of the permit (September 21, 2022), then a new permit will be required from this office. 			
Site inspection date:	_____	By:	_____
Approved by:			Date approved: <u>September 21, 2020</u>

TERMS AND CONDITIONS

The Owner and/or Agent, by acceptance of and in consideration of the issuance of this permit, agree to the following terms and conditions:

1. Permission granted by the Lower Thames Valley Conservation Authority cannot be transferred without prior written approval from the Lower Thames Valley Conservation Authority.
2. Approvals may be required from other agencies prior to undertaking the work proposed. The Lower Thames Valley Conservation Authority does not exempt the Applicant from complying with any or all other approvals, laws, statutes, or regulations.
3. The Lower Thames Valley Conservation Authority may at any time withdraw any permission given if, in the opinion of the Conservation Authority, the representations contained in the application for permission are not carried out or the conditions/requirements of the permit are not complied with, or site conditions have changed/altered since the time of the applications approval.
4. Authorized representatives of the Lower Thames Valley Conservation Authority may at any time enter onto the lands that are described herein, in order to make any surveys, examinations or inspections that are required for the purposes of reviewing the application and insuring that work(s) authorized are being carried out according to the terms of this permit.
5. The Owner and Applicant agree:
 - To indemnify and save harmless the Lower Thames Valley Conservation Authority and its officers, employees, or agents from and against all damage, loss, costs, claims, demands, actions and proceedings, arising out of or resulting from any act or omission of the Owner and/or Applicant or any of their agents, employees or contractors relating to any of the particulars, terms or conditions of this permit;
 - That this permit shall not release the Applicant from any legal liability or obligation and remains in force subject to all limitations, requirements and liabilities imposed by law;

- That all complaints arising from the execution of the works authorized under this permit shall be reported immediately by the Applicant to the Lower Thames Valley Conservation Authority. The Applicant shall indicate any action that has been taken, or is planned to be taken, with regard to each complaint.
6. The project shall be carried out in full accordance with the approved plans submitted in support of the application.
 7. The Applicant agrees not to obstruct external drainage from other adjacent private lands nor negatively increase flows to downstream landowners.

Note: The information on this form is being collected for the purposes of administering a regulation made pursuant to Section 28, Conservation Authorities Act, R.S.O. 1990, Chapter, 27. This application and supporting documents and any other documentation received relating to this application, may be released, in whole or in part, to other persons in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990c. M.56, as amended.



Municipality of West Elgin

Minutes

Court of Revision

August 27, 2020, 9:30 a.m.

Recreation Centre

135 Queen Street

Rodney

Present: Bonnie Rowe
Richard Leatham
Taraesa Tellier

Staff Present: Jana Nethercott
Tom Mohan
Magda Badura, CAO/Treasurer

Also Present: J.M Spriet, P.Eng. Spriet & Associates Engineers

Due to the COVID-19 Pandemic and physical distancing requirements this meeting was held in an alternate location.

1. Call to Order

Chair Bonnie Rowe called the Court of Revision for the McColl Drain West to order at 10:22 a.m.

2. Disclosure of Pecuniary Interest

None disclosed

3. Drain Appeals

3.1 Resolution to Return Engineers Report

Chair Rowe explained the reasons for the second Court of Revision for the McColl Drain West.

3.2 Revised Assessment Schedule for McColl West Drain

Engineer J. Spriet went through the revised assessment scheduled.

3.2.1 Last Minute Appeals

Chair Rowe called out for any last-minute appeals. Clerk stated none received prior to the meeting.

Chair Rowe called out for any public to speak to the revised assessment schedule. No public addressed the Court.

4. Deliberations

Chair Rowe addressed the Court and inquired if they wished to adjourn to deliberate. This was declined.

5. Decision

Moved: Richard Leatham

Seconded: Taraesa Tellier

That the Court of Revision for the McColl West Drain hereby approves the revised Engineers Report for the McColl West Drain, dated February 21, 2020.

Carried

6. Adjournment

Moved: Taraesa Tellier

Seconded: Richard Leatham

That the Court of Revision for the McColl West Drain now closes at 10:28 a.m. and the Court of Revision adjourns to the Regular Meeting of Council.

Carried

Bonnie Rowe, Chair

Jana Nethercott, Clerk



Municipality of West Elgin

Minutes

Council Meeting

September 10, 2020, 9:00 a.m.

Recreation Centre

135 Queen Street

Rodney

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
Sam Smith, OCWA
Jeff McArthur, Fire Chief

Also Present: Mark McDonald, Independent Resolutions
Vicki Kyle, Animal Control

Due to the COVID-19 Pandemic and physical distancing requirements this meeting was held in an alternate location.

1. Call to Order

Mayor Duncan McPhail called the meeting to order at 9:08 a.m.

2. Closed Session

Resolution No. 2020-278

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 9:08 a.m. under Section 239(2)(i) of the *Municipal Act*, consideration will be given to a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence to the municipality, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization.

Carried

3. Report from Closed Session

Mayor McPhail reported out at 10:02 a.m., that consideration was given to a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence to the municipality, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization.

4. Adoption of Agenda

Resolution No. 2020-279

Moved: Councillor Tellier

Seconded: Councillor Rowe

That West Elgin Council hereby adopts the Agenda as presented.

Carried

5. Disclosure of Pecuniary Interest

No disclosures

6. Delegations - 9:30 am

6.1 S. Steckley - Animal Controls in West Elgin

Mayor McPhail welcomed Ms. Steckley. Ms. Steckley stated that she wanted to bring to Council's attention an issue of dogs at large within the Municipality. She is wondering about the procedure to check on containment of dogs and if there is a way to proceed with improving the current by-law for owner's to assume more responsibility.

Clerk Jana Nethercott reported that staff are currently working on an amendment to the animal control by-law which includes the ability for

animal control officer and by-law officer to declare an animal dangerous and impose conditions. This designation will allow for an appeal to Council.

Animal Control Officer Vicki Kyle also spoke regarding animals at large, urging the public to report these so that she can handle it as staff can not prevent what we are not advised of.

9. Staff Reports

9.1 Water - S. Smith OCWA

Sam Smith of OCWA explained that the Operational Plan needed to be endorsed again as there had been changes in Senior Leadership within the Municipality.

Resolution No. 2020-280

Moved: Councillor Cammaert

Seconded: Councillor Tellier

That West Elgin Council hereby approves the Mayor and CAO/Treasurer sign the Operational Plan for the West Elgin Distribution System as prepared by OCWA.

Carried

6. Delegations

6.2 M. McDonald, Independent Resolutions - Council/Staff Training Not Before 11 am

Mr. McDonald explained that the Provincial Ombudsman has provided more clarity into illegal meetings and at the mid-term point of term it is a good time for a refresher for all staff and Council. Mr. McDonald provided a power point presentation on Closed meetings and Council Staff Relations.

Council recessed at 11:21 a.m. and Reconvened at 11:38 a.m.

7. Adoption of Minutes

Resolution No. 2020-281

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That the Minutes of the Council meeting on August 27, 2020 be adopted as amended.

Carried

9. Staff Reports

9.3 Planning

**9.3.1 H. James, Planner - 2020 West Elgin Zoning By-law
Introduction to the Housekeeping Amendment**

Resolution No. 2020-282

Moved: Councillor Cammaert

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Heather James regarding the introduction to the 2020 West Elgin Zoning By-law Housekeeping Amendment; and,

That West Elgin Council provides preliminary approval on the proposed amendment and provides direction to staff to proceed with the public meeting for the housekeeping amendment.

Carried

9.4 Fire

9.4.1 J. McArthur, Fire Chief - Monthly Report – August

Resolution No. 2020-283

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

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

Carried

9.2 Building

**9.2.1 J. Morgan-Beunen, CBO - Building Activity Report July -
August 2020**

Resolution No. 2020-284

Moved: Deputy Mayor Leatham

Seconded: Councillor Rowe

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

Carried

9.5 Operations & Community Services

9.5.1 L. Gosnell, Manager of Operations & Community Services - August 2020 – Monthly Report

Lee Gosnell, Manager of Operations & Community Services reported that staff have developed Safe Return Guidelines for all recreation facilities which will be released to the public early next week. Rentals of the Recreation Centre in Rodney will be available starting September 21, 2020 with bookings and plans to be presented to the Municipal Office. Mr. Gosnell also reported that there will be required reductions in programming due to Southwestern Public Health and Provincial guidelines, these include a maximum building capacity of 50 people, not just a room capacity and all booking requests must be accompanied by a safety plan prior to be given access to the facility.

Mr. Gosnell provided an update on the staff discussions with Tiny Tots. Staff met with Shelley Smith to see how best to work with in the guidelines and restrictions to provide this service. Mr. Gosnell presented Council with the option to provide Tiny Tots sole use of the meeting room until June 30, 2021, this would mean the three days a week that the program is running, the capacity of the auditorium room would be reduced by the number in the Tiny Tots program as there is only one entrance and exit to the building. Mr. Gosnell also stated that at this time the other regular rental of the meeting room has decided to postpone until the Spring of 2021 due to the resurgence of COVID-19 and the community groups that use the meeting room in the evening could easily use the large auditorium for the meetings and it would probably better for them in order to physically distance. Mr. Gosnell stated that if Council supports this, an agreement will be drawn up between the

Municipality and Tiny Tots that lays out cleaning responsibilities and a set timeline for the program to use the meeting room.

Resolution No. 2020-285

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby approves a reduced rental rate of \$1,000 per month for Tiny Tots Early Years program until June 30, 2021.

Carried

Council Recessed at 12:41 p.m. and reconvened at 1:11 p.m.

9.6 Clerk's

9.6.1 J. Nethercott, Clerk - Appoint Court of Revision – Yauch Drain and Crabbe Drain

Resolution No. 2020-286

Moved: Councillor Tellier

Seconded: Councillor Rowe

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Appoint Court of Revision – Yauch Drain and Crabbe Drain; and

Whereas Courts of Revision have been scheduled on September 24, 2020 at 9:30 a.m. for the Yauch Drain and Crabbe Drain;

Be it resolved that West Elgin Council hereby appoints the following members to the Court of Revision for the Yauch Drain:

- Mayor McPhail
- Deputy Mayor Leatham
- Councillor Tellier
- Councillor Cammaert
- Councillor Rowe

Be it resolved that West Elgin Council hereby appoints the following members to the Court of

Revision for the Crabbe Drain:

- Mayor McPhail
- Deputy Mayor Leatham
- Councillor Tellier
- Councillor Cammaert
- Councillor Rowe

Carried

9.6.2 J. Nethercott, Clerk - Update on Call Manager Implementation

Resolution No. 2020-287

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Update on Call Manager for information purposes.

Carried

9.6.3 J. Nethercott, Clerk - Boards and Committees Review

Councillor Rowe requested an amendment to the draft Advisory Committee Policy to indicated that not more than one immediate family member is permitted to sit on advisory committee and to define immediate family member.

Resolution No. 2020-288

Moved: Councillor Cammaert

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Boards and Committees Review; and

That West Elgin Council here by directs staff to bring forward a by-law adopting a revised Advisory Committee Policy at the next Council Meeting;

Carried

9.6.4 J. Nethercott, Clerk - Appoint Engineer – Request for Drainage Works

Resolution No. 2020-289

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Appoint Drainage Engineer – Request for Drainage Works; and

That West Elgin Council hereby appoints GM BluePlan Engineering to prepare a report for the improvement of the Voros Municipal Drain; and

That West Elgin Council hereby appoints GM BluePlan Engineering to prepare a report for the improvements of the Thompson Municipal Drain

Carried

9.7 Finance/Administration

9.7.1 M. Badura, CAO/Treasurer - Update on Utilities Receivable

Resolution No. 2020-290

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Update on Utilities Receivable for information only.

Carried

10. Committee and Board Report

10.1 Elgin County Council

Mayor McPhail reported that SWIFT has issued a RFP for up to \$6.1 million dollars worth of upgrades to Elgin County internet services. Elgin County has invested approximately \$527,000 into SWIFT and hopefully this upgrade will provide better internet services to rural areas of Elgin County, there is no way of knowing what improvements will come to West Elgin at this point.

Mayor McPhail also reported that the County of Elgin has decided not rescind their Declaration of Emergency at this time due to the possibility of a second wave.

10.2 Tri-County Water Board of Management

10.2.1 Minutes from June 30, 2020

10.3 West Elgin Community Centre Board of Management

Lee Gosnell, Manager of Operations & Community Services reported that at the meeting on September 9, 2020 the Board approved the delaying of opening the facility until October 5 due to the fact that not all user groups would be ready for rentals prior to this date and that West Lorne Figure Skating Club will be doing a dry run with Municipal Staff, Coaches and Parents on October 3 to ensure that their safety protocols will work and everyone understands their roles. Mr. Gosnell also reported that a deadline has been provided to Minor Hockey in order to set the ice time schedule as there are a lot of user groups interested in ice time rentals. Mr. Gosnell will be attending a Minor Hockey executive meeting to explain the Safe Return Guidelines and Ice User Policies that have been approved by the Board.

Resolution No. 2020-291

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby approves of the Resolution from the September 9, 2020 West Elgin Community Centre Board of Management that states West Elgin Community Centre Board of Management hereby recommends to the councils of Dutton Dunwich and West Elgin that they approve the use of 2019/2020 Seasonal User Numbers to set the User Percentage for allocating costs for the 2020/2021 season.

Carried

11. Accounts

Resolution No. 2020-292

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #9 amounting to \$242,980.78 in settlement of General, Road, Water and Arena

Accounts (including EFT#2985-3030 Cheque# 25391-25399, online Payments# 503-514 and Payroll PP18).

Carried

12. Councillor Inquires/Announcements

12.2 Statements/Inquires by Councillors

Councillor Cammaert stated that she is a volunteer with the Community Food Drive initiative being run by the West Elgin Community Health Centre and they are looking for support from the Community and Council for this food drive on September 26, 2020.

12.3 Matters of Urgency

Clerk Jana Nethercott reported that at the Elgin County Emergency Management Meeting it was requested that all Council's encourage all groups to maintain physical distancing as part of Remembrance Day Celebrations and encourage the cancellation of Santa Claus Parades for 2020 due to COVID-19. West Elgin Council discussed this and it was decided that at this time Council would explore alternatives for the Santa Claus Parade with local groups and that they were confident that physical distancing could be maintained during the outside Remembrance Day Celebrations in Rodney and West Lorne.

13. Correspondence

13.1 Ministry of Agriculture, Food and Rural Affairs -Security from Trespass and Protecting Food Safety Act

13.2 County of Elgin - Community Grant Program

14. Closed Session # 2

Resolution No. 2020-293

Moved: Councillor Cammaert

Seconded: Councillor Tellier

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session #2 at 2:54 p.m. under Section 239(2)(b) & (c) of the *Municipal Act*, consideration will be given to personal matters about identifiable individual(s) including a municipal or local board employee(s) and a proposed or pending acquisition or disposition of land by the municipality or local board.

Carried

15. Report from Closed Session

Mayor McPhail reported at 3:40 p.m. that consideration was given to personal matters about identifiable individual(s) including a municipal or local board employee(s) and a proposed or pending acquisition or disposition of land by the municipality or local board.

16. Confirming By-Law

Resolution No. 2020-294

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That By-law 2020-63, being a by-law to confirm the proceedings of the regular meeting of Council held on September 10, 2020, be read a first, second and third and final time.

Carried

17. Adjournment

Resolution No. 2020-295

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That the Council of the Municipality of West Elgin hereby adjourn at 3:41 p.m. to meet again at 9:30 a.m. on September 24, 2020 or at the call of the Chair.

Carried

Duncan McPhail, Mayor

Jana Nethercott, Clerk



Staff Report

Report To: Council
From: Tom Mohan, Drainage Superintendent
Date: 2020-09-24
Subject: Award Tender - McColl Drain West

Recommendation:

That West Elgin Council hereby receives the report from Tom Mohan, Drainage Superintendent re: McColl Drain West; and

That West Elgin Council hereby awards the tender to the lowest bidder McNally Excavating Ltd. in the amount of \$50,869.50 plus applicable taxes.

Purpose:

The purpose of this report to Council is to award the drain tender for reconstruction of the McColl Drain West

Background:

The attached Tender Summary sheet details the tenders received for the above noted drain. All tenders were reviewed by Drainage Superintendent to verify their accuracy

Report Approval Details

Document Title:	Award Tender McColl Drain West - 2020-04-Drainage.docx
Attachments:	<ul style="list-style-type: none">- 2019-12 Tender summary Eastlake Drain.doc- Drain tender results McColl Drain West.doc
Final Approval Date:	Sep 21, 2020

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

Jana Nethercott

DRAIN TENDER RESULTS

DATE: September 17 / 2020

NAME OF DRAIN: McColl Drain West

CONTRACTOR	TENDER PRICE plus GST	INSURANCE	CERT. CHQ. ENCLOSED	START DATE	COMPLETION DATE
McNally Excavating Ltd.	\$50,869.50 \$6613.03 Tot. \$57,482.53		\$5,748.25	Dec. / 2020	July / 2021
A.G. Hayter Contracting Ltd.	\$51,128.00 \$6,646.64 Tot. \$57,774.64		\$5,778.00	Jan. 15 / 2021	May 31 / 2021
G.W. Clarke Drainage	\$53,800.00 \$6,994.00 Tot. \$60,794.00		Bid Bond	Nov. 1 / 2020	Dec. 31 / 2020
Timmermans Drainage	\$58,720.00 \$7,633.60 Tot. \$66,353.60		\$6,650.00	Aug 1 / 2021	Aug. 30 / 2021

O:\drains\DRAIN TENDER RESULTS form.doc



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2020-09-24
Report: 2020-04
Subject: End of Life Equipment

Recommendation:

That West Elgin Council has no objections to donating equipment that has reached it's 'end of life' cycle and is no longer usable to the West Elgin Fire Department.

Purpose:

To inform Council of equipment that the Fire Department considers surplus and seek approval for donating equipment on an ongoing basis, as needed.

Background:

The West Elgin Fire Department currently has approximately eight SCBAs and 40 cylinders that have been taken out of service since the recent switch of SCBAs in West Lorne Station #2. There is little demand or opportunity of resale for these items, as most fire departments have or will be phasing out this type of equipment. The Fire Department faces a similar situation with other equipment including older auto extrication equipment and bunker gear which is removed from service after the ten-year lifespan and often ends being placed in a storage room or discarded.

There are ongoing opportunities to donate such equipment to recognizable charities which send firefighting equipment to fire departments in need around the world including Bolivia, Dominican Republic, and to remote First Nations Communities. In the past few years, London Fire Department, Southwold Fire Department and Norfolk County Fire have donated to Firefighters Without Borders. Typically, participating municipalities receive some form of recognition for their donations.

To ensure equipment is repurposed when appropriate, staff recommends Council allow donation of all 'end of life' equipment, that has little resale value and/or would end up being discarded, to a recognizable charity or fire department in need.

Financial Implications:

There are no notable financial implications associated with this report. Equipment considered for donation would have little or no resale value.

Policies/Legislation:

N/A

Report Approval Details

Document Title:	End of Life Equipment
Attachments:	
Final Approval Date:	

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

Jana Nethercott

Report Approval Details

Document Title:	End of Life Equipment - 2020-04-Fire.docx
Attachments:	
Final Approval Date:	Sep 21, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2020-09-24
Report: 2020-05
Subject: Bunker Gear Purchase

Recommendation:

That West Elgin Council approves the purchase of up to 20 suits of bunker gear at a total cost of \$45,410.00 plus taxes & shipping, with 50% to be invoiced in December 2020 and the remaining 50% to be invoiced in January 2021.

Purpose:

To inform Council of current and upcoming bunker gear requirements and the opportunity for cost savings.

Background:

NFPA Standard recommends bunker suits are replaced by, or before, ten years from date of manufacture. This is widely accepted and practiced throughout Ontario. It appears to have been a few years since any new bunker gear has been purchased in West Elgin. WEFD has budgeted to replace eight sets of bunker gear this year, with a budgeted total of \$20,000. Looking ahead to 2021, it will be necessary to budget a very similar amount in order to replace all sets that will reach the end of their ten-year life span in 2021. In the two years following that an additional minimum 12 sets will need replacing. This only considers the current firefighter roster, and there is limited current spare gear available for new recruits.

<i>Year</i>	<i>Minimum # of Bunker Suits Required</i>
2020	3
2021	14
2022	7
<i>Total</i>	<i>24</i>

Two quotes have been obtained, representing the two manufacturers that have most commonly supplied bunker suits in West Elgin over the past ten years. Bunker gear has several options and although it's challenging to have both quotes represent the exact same specifications, both are similar, and staff is familiar with both manufacturers. AJ Stone is a regular supplier of fire equipment and supplies most of fire departments in Elgin County with bunker gear. They offer a 5% discount for orders over 10 suits.

A sales rep from AJ Stone attended a recent WEFD Officer Meeting to discuss various options and show product examples. The majority were pleased with the quality, options, and pricing presented.

Staff is recommending that we order 20 suits this fall from AJ Stone, to cover 2020 & 2021 bunker gear requirements and part of 2022 requirements. The supplier is willing to divide the invoice total to reflect 50% in December 2020 and 50% in January 2021. Regarding delivery times, if the order was placed in September, the order likely wouldn't be received until the end of 2020 or early in 2021. Ordering 20 suits at once would also allow for equipment consistency between the stations and save any price increases in 2021, which are common each year.

Financial Implications:

This proposed purchase would exceed the current budgeted amount for bunker gear in 2020 and would also require a commitment from the 2021 budget.

<i>Order Year</i>	<i>Avg Price/Suit</i>	<i>Suit Order</i>	<i>Notes</i>
2020	2399.00	8 suits - \$19,192	Individual suit cost
2020/21/22	2399.00	20 suits - \$47,980	No discount
2020/21/22	2270.50	20 suits - \$45,410	Discount applied. \$2,570.00 in savings plus an estimated additional \$500 savings in yearly manufacturer cost increases

Policies/Legislation:

Purchasing Policy and Procedure AD-1.2

Report Approval Details

Document Title:	Bunker Gear Purchase - 2020-05-Fire.docx
Attachments:	- 2020 energy gear - quote 1 and 20.pdf - Brooke Alvinston Gxcel Quote 270120 TL.pdf
Final Approval Date:	Sep 22, 2020

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

Jana Nethercott



A.J. STONE Co. Ltd.

62 Bradwick Drive
Vaughan, ON L4K 1K8

T: (416) 785-3752
F: (416) 781-2827
Toll Free: (800) 205-3473

www.ajstone.com

Quote

Q0044364-0

Fire Service Specialist: John Peter

Email: jpeter@ajstone.com

Cell: (519) 870-5255

Date September 21, 2020

Customer WESELG

Bill To:

West Elgin-Rodney Fire Department

P.O. Box 22413

Rodney ON N0L 2C0

Ship To:

West Elgin - Rodney Fire Department

22413 Hoskins Line

Rodney ON N0L 2C0

Ph. (519) 785-0560

Customer Ref.	F.O.B.	Quoted by	Valid for	Quote Number
	Vaughan	John Peter	15 Days	Q0044364-0
Ship Via		Payment Terms	Reference	
Purolator		DD, net 30 days	2020 ENERGY GEAR	
Part Number	Description	Quantity Requested	Unit Price	Extended Price
OUO-51645-O8C8	West Elgin Custom Innotex EnERGy Turnout gear	1	2,399.00	2,399.00
OUO-51645-O8C8	West Elgin Custom Innotex EnERGy Turnout gear	20	2,270.50	45,410.00
		Net Amount		47,809.00
		ON HST 13%		6,215.17
		Total Due		54,024.17

HST Number

Please Note: Special order items are Non-Returnable.
Min 20% restocking charge will apply to all Authorized Returns.

Note : No Oversize charges up to size sixty (60). Prices subject to change without notice. Prices quoted are net FOB Safedesign.



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-09-24

Subject: Landfill Fees

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services; And

That West Elgin Council approves the re-instatement of landfill disposal fees, effective Friday October 2, in accordance with the 2020 municipal Fees and Charges By-law.

Purpose:

The purpose of this report is to make Council aware of the need to re-instate tipping fees at the West Elgin municipal landfill.

Background:

During the spring of 2020, West Elgin Council moved in favor of temporarily elimination landfill tipping fees for regular household garbage. COVID-19 restrictions were in place and many families were using the time at home to clean. This also worked well operationally, as the landfill attendant was not required to handle cash and be in close physical contact with landfill patrons. The number of people attending the landfill jumped significantly and many took advantage of the situation to dispose of items that would normally have cost to get rid of. Fees did remain in place for units containing refrigerant and commercial loads.

Summer is now over and cooler weather is setting in. We all know now that COVID-19 will be with us for quite some time, and many safety precautions have been put in place for staff and attendees of the landfill. The municipality began curbside collection for all ratepayers on August 3, and judging by attendance numbers, many people are using the service over their weekly trip to the landfill (which is great). Surrounding municipalities that offered free tipping fees during the early stages of the pandemic have returned to normal, most recently Dutton-Dunwich on September 23.

For these reasons, staff feel it is a good time to return to normal operating procedure and resume collecting landfill fees as per the 2020 Fees and Charges By-law.

Report Approval Details

Document Title:	Landfill Fees - 2020-12-Operations Community Services.docx
Attachments:	
Final Approval Date:	Sep 22, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Magda Badura, CAO/Treasurer

Date: 2020-09-24

Subject: 2020-2021 Human Resource Consulting Agreement

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer and renew 2020-2021 Human Resource Consulting Agreement with Robert Bryce for the period of 1 year.

Purpose:

To ensure that the Municipality is effectively using its personnel to achieve its stated goals, while also ensuring the workforce is operating at a high level of productivity and efficiency.

Background:

Last year Robert Bryce Consulting was recruited by Municipality of West Elgin to analyze the business and create solutions to help us meet specific goals.

The number one benefit of hiring Robert Bryce Consulting is that he provides temporary expertise and allows the ability to pay only for the services we need, rather than investing in pricey technologies or paying to keep staff on hand that may not always be needed.

The goals of an HR Consultant are to assist in human resource management, and provide the necessary support by creating processes and policy designed to improve productivity, efficiency, communication and employee morale.

There are common areas where we took advantage of Robert Bryce Consulting in the last 12 months:

- Employee Recruitment
- Offer Negotiations
- Compensation & Recognition Statements
- Creating & Implementing Guidelines
- Conflict Management support
- Performance Evaluation (in progress)
- Review of HR Policies

Financial Implications:

There are no Budgetary impacts

Policies/Legislation:

N/A

Report Approval Details

Document Title:	2020 Human Resources Consulting - 2020-13-Administration Finance.docx
Attachments:	- West Elgin 2020-2021 Consulting Agreement.docx
Final Approval Date:	Sep 21, 2020

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

Jana Nethercott

This Agreement made in triplicate on this 1st day of September, 2020.

Between:

The Municipality of West Elgin
(hereinafter "West Elgin")

Of The First Part

And:

Robert Bryce
(hereinafter "Consultant")

Of The Second Part

WHEREAS West Elgin and the Consultant have agreed to engage the consultant to provide certain prescribed services to West Elgin for a fixed term as an independent contractor and not as an Employee;

AND WHEREAS West Elgin and the Consultant have reached a consensus as to the terms and conditions for such Services and wish to reduce that consensus to writing;

NOW, THEREFORE, the Parties hereto covenant and agree as follows:

Services

1. West Elgin hereby retains the Consultant and the Consultant agrees to provide and render to West Elgin the Services set forth in Schedule "A" hereto in relation to the Project.
2. At all times during the Term of this Agreement, the Consultant shall perform and render the Services to West Elgin in an honest, fair, and professional manner, exercising skill and discretion in keeping with the standards of its business and industry.

Term

3. The Consultant shall commence provision of the Services to West Elgin on or effective September 1, 2020 and shall continue to provide such Services until August 31, 2021 unless this Agreement is otherwise terminated pursuant to Section 24 below.

Fees

4. As a retainer for the term of this agreement, West Elgin shall pay to the Consultant TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500) plus applicable Harmonized Sales Tax ("HST"). In addition, and subject to that set forth in section 5 below, the Consultant shall be paid an hourly fee of ONE HUNDRED AND TWENTY DOLLARS (\$120.00) for the Services rendered pursuant to this Agreement, which fee shall include compensation for all such Services and any related or associated expenses (excluding travel and/or mileage charges, any extraordinary expenses as contemplated in section 5 below and HST).

Extraordinary Expenses

5. With the prior approval of the Chief Administrative Officer ("CAO") and/or Mayor for West Elgin, the Consultant may be reimbursed for extraordinary expenses received in performance of the Services.

Invoices

6. On or before the 15th day of each month during the Term of this Agreement, the Consultant shall render to West Elgin and invoice for any fee and/or extraordinary expense as provided for in sections 4 and 5 above and as chargeable to West Elgin for the Services rendered during the previous calendar month, within which invoice the Consultant shall also charge any applicable tax, including in particular HST.
7. Upon demand by West Elgin, the Consultant shall produce documentation to support any fee or extraordinary expense charge within any invoice rendered pursuant to section 6 above.
8. Save and except for any amount for which documentary support has been requested or as otherwise disputed by West Elgin, West Elgin shall pay the amount charged by the Consultant in any invoice rendered pursuant to section 6 above within thirty (30) days of actual or presumed receipt of such invoice.

Payment to Government Agencies

9. The Consultant shall be responsible for and shall pay, in timely fashion, all monies owing and payable to any government agency in respect of Fees charged and/or received from and/or extraordinary expenses reimbursed by West Elgin pursuant to this Agreement, including but not limited to any applicable tax liability.

Independent Contractor

10. The Parties hereto agree and acknowledge that neither the Consultant nor any person employed or directed or to be subcontracted by the Consultant in respect of or for provision of any one or more of the Services contemplated by this Agreement is not and will not be constituted as an employee of West Elgin. The Parties hereto further agree and acknowledge that, at all times when rendering the Services to West Elgin, the Consultant shall be an Independent Contractor.

Insurance

11. West Elgin recommends that the Consultant carry adequate health, auto, and liability insurance.
- ~~12. Unless expressly waived in writing, the Consultant agrees to carry the following minimum insurance coverage:~~
 - ~~(a) comprehensive general liability, including products/completed operations, with limits of not less than \$2,000,000.00/\$2,000,000.00 bodily injury and \$2,000,000.00 property damage or \$2,000,000.00 combined single limit;~~
 - ~~(b) Umbrella liability, including products/completed operations, with limits of not less than \$5,000,000.00 each occurrence; and,~~
 - ~~(c) Auto liability, at least \$2,000,000.00 for each incident (bodily injury and property damage combined).~~
13. Before commencing work under this Agreement, the Consultant will deliver to West Elgin a certificate of insurance which confirms and details the coverages as carried in satisfaction of section 12 above, which insurance coverages name West Elgin as an additional insured as its interests may appear in respect of this Agreement and which insurance coverages provide a 30 day notice period for cancellation or reduction in coverage or limits.

14. If section 12 above has been deleted by being crossed out and initialed by the Parties Hereto, the Consultant specifically agrees to otherwise carry such adequate health, auto, and liability insurance as is required or common practice in his, her, or its trade, business, or industry.

Indemnification

15. West Elgin shall indemnify and hold harmless the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, from all claims, demands, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, may incur or suffer as a result of or relating to either any act of negligence by West Elgin, including its Mayor, Councillors, administration, consultants, contractors, employees, servants, or agents, and/or any act by the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, taken in good faith and in the performance of any duty, obligation, authority, or power contemplated by this Agreement.
16. The Consultant shall indemnify and hold harmless West Elgin, including its Mayor, Councillors, administration, consultants, contractors, employees, servants, or agents from all claims, demands, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which any such one or combination of indemnified party or parties may incur or suffer as a result of or relating to any act of the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, not done in good faith in the performance or intended performance of any duty, obligation, authority, or power contemplated by this Agreement.

Confidential Information

17. The Consultant acknowledges that, in the course of fulfilling his, her, or its duties hereunder, he, she, or it may have access to and/or be entrusted with confidential information, the disclosure of which would be detrimental to West Elgin. The Consultant further agrees that the rate to maintain the confidentiality of such information constitutes a proprietary right which West Elgin is entitled to protect. Accordingly, the Consultant agrees that he, she, or it will not, during the continuance of this Agreement, disclose any such confidential information to any person, firm, or corporation, nor shall he, she, or it use, copy, transfer, photograph, or destroy same and thereafter will not disclose or make use of such confidential information. The Consultant agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transferring, photographing, or destruction of any confidential information.

18. The Consultant agrees and acknowledges that, for purposes of this section and Agreement, “confidential information” includes but is not limited to the following: work product whether generated by the Consultant or others, internal personnel records of West Elgin, contracts, and all information which becomes known to the Consultant as a result of this Agreement, even if such information is not identified as confidential so long as the Consultant knew or ought to have known such information was confidential. “Confidential information” does not include the general skills and experience gained during the engagement of the Consultant which the Consultant could reasonably have been expected to acquire in similar employment or engagement or which was publicly known without any breach or violation of this Agreement.
19. The Consultant agrees and acknowledges that all documentation containing Confidential Information in the Consultant’s possession will be returned to West Elgin within five (5) days of the termination or expiry of this Agreement or otherwise upon request by West Elgin.
20. The Consultant agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either Party hereto and/or the termination or expiry of this Agreement. Furthermore, the Consultant agrees and acknowledges that any dissemination of Confidential Information or use of Confidential Information for personal gain will cause West Elgin irreparable harm that will not be compensated for by damages alone.
21. The Consultant acknowledges that any breach or threatened breach of this section by the Consultant will entitle West Elgin to terminate this Agreement forth with in accordance with section 24 below; provided that, if this Agreement is terminated pursuant to section 24 below and as a result of breach or threatened breach of this section by the consultant, then such termination shall be completed without notice to the Consultant and without compensation payable to the Consultant in lieu of any such notice.

Personal Information Protection

22. The Parties hereto acknowledge that, in performance of the Services contemplated by this Agreement, the Consultant may be provided with or otherwise obtain access to personal information collected, used, or disclosed by West Elgin for municipal or business purposes. The Consultant shall not access, use, disclose, or otherwise make available any such personal information except as permitted to do so by West Elgin while undertaking the Services contemplated by this Agreement.

Municipal Freedom of Information and Protection of Privacy Act (Ontario)

23. Notwithstanding that set forth in sections 17 to 22 above and without seeking to limit, restrict, or otherwise interfere with any duty, obligation, right, or entitlement under or the application of any provision pursuant to the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M. 56, as amended, (hereinafter “MFIPPA”), the Consultant,

- (a) agrees and acknowledges that the provisions of MFIPPA may apply to any records in his, her, or its possession as a result of or pursuant to performance of services as contemplated hereunder; and,
- (b) agrees and acknowledges that any information or documentation he, she, or it provides to West Elgin for the purposes of this Agreement will be subject to MFIPPA and, where required, may be disclosed, including notwithstanding the Consultant’s request or demand that such information and documentation remain confidential.

Termination

24. This Agreement and the relationship between the Parties hereto shall be terminated in each of the following circumstances:

- (a) at the option of West Elgin for convenience, after giving four (4) weeks prior written notice to the Consultant;
- (b) at the option of West Elgin, forthwith upon written notification to the Consultant if the Consultant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed in respect of the property of the Consultant or if the Consultant is otherwise unable to carry on business;
- (c) at the option of West Elgin and forth with upon giving written notice to the Consultant by virtue of a material breach of this Agreement by the consultant which has gone unresolved for a period of not less than five (5) days after written notice of such breach was delivered by West Elgin to the Consultant;
- (d) at the option of the Consultant for convenience, after giving four (4) weeks prior written notice to West Elgin; and,
- (e) by mutual consent and agreement of the Parties hereto.

25. Termination of this Agreement will not affect any rights, duties, or obligations arising hereunder in relation to any provision intended to survive such termination and, further thereto, such provisions otherwise remain in full force and effect.

Dispute Resolution

26. In the event of any dispute arising out of or relating to this Agreement or the retainer of the Consultant by West Elgin for purposes as contemplated herein, the Parties agree to engage in prompt and serious good faith discussions to resolve such dispute. If such discussions fail to resolve the said dispute within a period of twenty-one (21) days, then the Parties, or either of them, shall be at liberty to terminate this Agreement pursuant to sections 24 and 25 above.

Enurement and Assignment

27. This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, successors, and assigns, as the case may be, including but not limited to any successor government into which West Elgin may hereafter be merged, unified, or consolidated.

28. This Agreement may not be assigned by the Consultant.

Entire Agreement

29. This Agreement constitutes the entire agreement between the Consultant and West Elgin for purposes as stated herein, superseding in all respects any and all prior oral or written agreements or understandings between the Parties, including but not limited to any prior agreements pertaining to or involving employment of the Consultant by West Elgin.

Amendment and Waiver

30. Any waiver, modification, or amendment of this Agreement must be in writing and signed by the Parties hereto.

Severability

31. In the event that any of the provisions of this Agreement are held or found to be invalid or unenforceable, in whole or in part, all other provisions of this Agreement will

nevertheless continue to be valid and enforceable with the invalid or enforceable parts thereof severed from the remainder of this Agreement.

Governing Law

32. This Agreement shall be governed by and construed as in accordance with the laws applicable in the Province of Ontario.

Titles / Headings

33. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Notice

34. Any notice required to be given under this Agreement shall be delivered personally to the opposite Party, or shall be deemed delivered personally to such Party no less than five (5) days after such notice was deposited in the mail, postage prepaid addressed as follows:

To West Elgin: The Municipality of West Elgin
 22413 Hoskins Line,
 Rodney, Ontario
 N0L 2C0 (Attention: Chief Administrative Officer)

To Consultant: 1773 Tigerlily Road
 London, Ontario
 N6K 0A2

Independent Legal Advice

35. The Consultant acknowledges that he, she, or it has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he, she, or it fully understands the nature of and agrees voluntarily to the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunder set forth either personal signature(s) or the signature of its duly authorized representative(s) at West Elgin, Ontario this 17th day of September, 2020, to be effective on the date first set forth above.

Signed, Sealed, and Delivered

In The Presence Of

Witness

)
) The Municipality of West Elgin
)
) per: _____
) Name:
) Position:
)
)
) per: _____
) Name:
) Position:
)
) We have authority to bind the Corporation
)
)
)
)
)
) _____
) Robert Bryce
)
)
)
)
)

Schedule "A"

1. General Human Resources support.
2. Other Human Resource Services as directed by the Mayor and/or Chief Administrative Officer for West Elgin.



Staff Report

Report To: Council Meeting

From: Magda Badura, CAO/Treasurer & Jana Nethercott, Clerk

Date: 2020-09-24

Subject: 2021 Council Remuneration

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer & Jana Nethercott, Clerk re: 2021 Council Remuneration; and

That West Elgin Council hereby direct staff to _____.

Purpose:

As preparation for the 2021 budget staff are presenting options for Council consideration for Council remuneration.

Background:

Currently West Elgin Council's remuneration is paid on a per meeting basis, which does not compensate Councillors for the time spent dealing with other Council related inquires and complaints.

Staff compared the Council remuneration of three comparable municipalities, Dutton Dunwich, Malahide, Southwold and Southwest Middlesex, based on the last reported annual salaries, 2019. In 2019 West Elgin Council remuneration was \$71,376.44, which is consistent with the salaries of the Dutton Dunwich Council.

Switching to a salary would ensure that Council compensation is even throughout the year, even when meetings are cancelled, as they have been during COVID-19. This will also save Council in having to remember to submit a time sheet and determining the duration of meetings for the time sheet.

With set remuneration for Council will save staff time in the payroll area as well as provide a fairly stable number for the budgeting process.

If Council were to agree to switch to a salary and the closest comparable, being Dutton Dunwich remuneration in 2019 plus the Cost of Living Allowance (COLA) at 1.7% in 2020, staff developed the below proposal for 2021 salaries, regardless of COLA:

Position	2021 Proposal
Mayor	\$18,500
Deputy Mayor	\$15,500
Councillor	\$13,000

Financial Implications:

Savings in staff time with payroll and budget preparation.

2019 Council Remuneration Comparisons
(Remuneration increased as per Staff wage increases)

Municipality	Mayor	Deputy Mayor	Councillor	Mileage	Conventions/Seminars
Dutton Dunwich	\$18,032.00	\$15,027.00	\$12,611.00	\$0.495 – only paid when travelling outside of municipality	\$350.00 per day – to include food and accommodations
Malahide	\$23,297.96 -	\$17,024.12	\$11,350.52	Annual Allowance: Mayor -\$849.96 D. Mayor - \$849.96 Councillor - \$570.00	\$165 per day to participate in work related conferences and seminars approved by Council resolution. Policy on Conventions
Southwold * By-law provides 2016 rates. Staff stated that a 2% per year increase has been approved each year.	\$14,856.91* <i>Plus meeting pay of \$150.00 per meeting – as listed in by-law</i>	\$11,673.29* <i>Plus meeting pay of \$150.00 per meeting- – as listed in by-law</i>	\$9,550.87* <i>Plus meeting pay of \$150.00 per meeting- – as listed in by-law</i>	Mileage paid as per mileage policy – only when traveling outside of municipality is required by Township.	Municipality supports attendance at ORGA/ROMA and Ontario West Municipal Conference. Pays meeting rate, registration, meal allowance by receipt, accommodation by receipt and travel.
Southwest Middlesex	\$18,475.30 <i>Plus meeting rates depending on length (range between \$243.06 - \$115.47)</i>	\$10,77.28 <i>Plus meeting rates depending on length (range between \$243.06 - \$115.47)</i>	\$6,928.29 <i>Plus meeting rates depending on length (range between \$243.06 - \$115.47)</i>	\$0.55	

September 8, 2020

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Contact Us

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kthompson@elgin.ca
www.elgincounty.ca

Elgin County Warden's Report - August 2020

The Warden presented a report to Council outlining his activities for the month of August and providing updates regarding the County's COVID-19 response.

He thanked all Elgin County staff for their considerable efforts in serving Elgin County during this time of great uncertainty. All departments and services have been affected by the pandemic and this has meant that staff have had to adapt to continuous and rapid changes over the past six (6) months. Staff have accepted redeployments, adjusted hours and duties, and implemented enhanced health and safety requirements to ensure that County employees, Long-Term Care residents, and members of the community remain safe and healthy during these unprecedented times.

With much regret the Warden announced the cancellation of the 2020 Warden's Dinner in November as a result of the COVID-19 pandemic.

The Warden informed Council that Premier Ford had announced that the envelope and structure of the Ontario Municipal Partnership Fund (OMPF) would remain unchanged for 2021. This will guarantee \$500 million of critically important funding for municipalities, particularly in rural and northern communities. The Warden had sent correspondence to the Province earlier this year, on behalf of Elgin's Local Municipal Partners, asking that funding remain stable in order to allow municipalities to plan for economic recovery.

The Warden announced that the 2021 application intake period for the Community Grant Program is now open and the County will be accepting applications until November 10th. Grant applications and information about the Community Grant Program can be found online at www.elgincounty.ca/communitygrantprogram.

Final Approval for Plan of Subdivision

The Manager of Planning informed Council that Final Approval had been granted to the Kemsley Farms Plan of Subdivision in the Municipality of Central Elgin. This residential Plan of Subdivision is comprised of 65 single detached lots, 1 storm water management/valley lands block, 4 walkway/servicing blocks, 1 park/trail block, 1 park block, 1 valley lands block, 5 future residential blocks, and

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3 reserve blocks. The original Draft Plan Approval for this subdivision was given by Elgin County Council on September 24, 2018.

Elgincntives Program Review

The General Manager of Economic Development provided Council with an overview of the process that will be used to evaluate the Elgincntives Community Improvement Plan.

In 2015, each of Elgin's Local Municipal Partners adopted an Elgincntives Community Improvement Plan (CIP) as a component of a strategic County-wide framework for community improvement planning that is administered and funded by Elgin County. In 2015, \$1 million was allocated to the Elgincntives program to support the local business community. In 2018, the tax vacancy rebate of \$80,000 per year was added to the original program amount giving a total of \$1.24 million to be allocated over the six-year time period of the program.

Economic Development staff will undertake an analysis of the program's success over the past six (6) years to assist Council in determining whether they wish to continue the program past 2020. This analysis will evaluate program statistics to determine to what extent the program achieved the following three (3) goals:

1. To stimulate economic growth and diversification
2. To enhance the quality of place for residents and visitors
3. To improve the sustainability and stability of the tax base

Economic Development staff will be assisted in this analysis by the Elgincntives Coordinating Committee comprised primarily of the Chief Administrative Officers of Elgin County's Local Municipal Partners. Past applicants will also be asked to complete surveys about their experiences with the program.

A full description of the proposed evaluation process can be found in the September 8, 2020 Elgin County Council Agenda Package.

Provincial Funding Allocations

On August 11, 2020, the County of Elgin received correspondence from Christine Elliott, Deputy Premier and Minister of Health confirming that the Ministry will be funding Land Ambulance Services in the amount of \$5,100,079 which is an increase of \$72,184 over last year's funding of \$5,027,895. This additional funding will become part of base funding.

The County of Elgin received additional correspondence from Minister Elliott, indicating that one-time funding in the amount of \$420,000 would be provided to support the temporary pandemic pay initiative for Land Ambulance Services. Elgin's service provider, Medavie EMS, will be distributing these funds to its employees as outlined by the Provincial guidelines.

The Ministry of Health and Long-Term Care (MOHLTC) announced the total 2020 per diem funding changes for base level of care and project

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funding. The impact of the Long-Term Care changes in per diem and project funding is a gain of \$119,820 for the 2020 budget year and a gain of \$221,265 for the full year impact.

July 2020 Financial Update

The budget comparison for the County shows unfavourable performance of \$39,000 for the month of July, primarily the result of COVID-19 costs, bringing year-to-date (YTD) favourable performance to \$302,000.

The "June 2020 Financial Update" presented to Council discussed assuming \$12 million of debt in 2020, as part of the \$35 million of debt previously planned as part of the 2020 ten-year plan, to take advantage of the favourable rates. Council enacted a borrowing by-law in order to submit a long-term financing application with Ontario Infrastructure and Lands Corporation (OILC) for \$12 million.

Engineering Services Update

Administration Accessibility Elevator Addition

The County of Elgin has identified the need to upgrade its current original 1960's vintage elevator systems at the Administration Building and address accessibility deficiencies on the main level, between the outer and center blocks of the building so as to maintain compliance with the Province's Accessibility for Ontarians with Disabilities Act requirement and significantly improve barrier-free circulation on this level. Council voted to re-engage the services of L360 Architecture to prepare construction and building permit application design drawings, tender documentation and provide contract administration services associated with the project.

Port Bruce Bridge Replacement

Additional archaeological assessment requirements and ongoing delays associated with material delivery as a result of the COVID-19 pandemic have resulted in an increase to the scope of the engineering services required for the Port Bruce Bridge Replacement. Council increased the amount of engineering services previously awarded to K. Smart Associates Limited Consulting Engineers and Planners by \$119,585.77 to accommodate this increased scope. The project remains on schedule to be completed by the end of 2020.

Committee Appointments

At its August 11, 2020 meeting County Council appointed three individuals to the newly formed Connectivity Committee. At its meeting held on September 8, 2020 Council appointed an additional applicant to the Committee.

The County of Elgin also appointed six (6) individuals as members of its newly formed Environmental Advisory Committee. These individuals are passionate about finding solutions for environmental challenges, come

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from diverse employment backgrounds and have a unique set of relevant expertise and technical knowledge.

Full applications can be viewed as part of the September 8, 2020 Elgin County Council Agenda Package.

Name Change at Dutton Library

Elgin County Council considered a recommendation that the name of Dutton branch of the Elgin County Library be modified from John Kenneth Galbraith Reference Library, Dutton to John Kenneth Galbraith Library, Dutton.

The Dutton branch of the Elgin County Library was previously named in honour of John Kenneth Galbraith to recognize his impressive accomplishments as an international statesman and economist. Dr. Galbraith was raised in the former Township of Dunwich and maintained an intimate connection to the library throughout his life, including the donation of funds to support the construction of a larger library in the early 1990s and supporting community fundraising efforts. It is appropriate that his name continue to be associated with the library.

“Reference” was originally included in the title because the library serves as the reference library for Elgin County’s western library branches. Aylmer Library serves as the reference library for branches in the east; however, “Reference” is not included in its name. For the sake of consistency and shortening the title on signage and marketing materials Council voted to remove the word “Reference” from the title.

Bill 197, COVID-19 Economic Recovery Act, 2020

Bill 197, the COVID-19 Economic Recovery Act, 2020 received Royal Assent on July 21 and is now in force. This Bill made changes to many different pieces of legislation governing municipal operations including amendments to the Municipal Act, 2001. Council considered the merits of incorporating these changes into its Procedural By-law.

The Municipal Emergencies Act passed in March allowed for municipalities to amend their procedural by-laws to allow Municipal Councillors to participate electronically in Council and Committee meetings, be counted towards quorum, and have their votes counted in open and closed session meetings. This only applied during a state of emergency. Bill 197 will now allow Municipal Councils to amend their procedural by-laws to allow for electronic voting after the state of emergency is lifted. Council directed staff to bring forward an amendment to the Elgin County Procedural By-law to allow for ongoing electronic participation.

Bill 197 further amended the Municipal Act by adding Section 243.1 (1), permitting municipalities to amend their procedural by-laws to include a provision for proxy voting. Through this provision a member of Council would be permitted, in accordance with a process established by the Clerk, to appoint another member of Council as a proxy to act in their place when they are absent. County Council did not consider it

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necessary to amend the Procedural By-Law to include proxy voting given the ability to participate electronically and the existing provision to appoint alternates.

County Renews Contract with Independent Resolutions Inc.

Elgin County Council passed By-Law 20-45 extending the appointment of Independent Resolutions Inc. as Integrity Commissioner, Closed Meeting Investigator and Ombudsman for Elgin County for an additional two years starting on January 1, 2021.

The original contract with Independent Resolutions Inc. was approved in 2018 and had an option to renew for an additional two years. In April Council passed a resolution to renew with Independent Resolutions Inc. and directed staff to determine whether Elgin's Local Municipal Partners would continue their use of Independent Resolutions Inc.

Six (6) of Elgin's seven (7) Local Municipal Partners have indicated through Council resolution that they intend to extend their contracts with Independent Resolutions Inc. The Town of Aylmer has separate arrangements for Integrity Commissioner, Closed Meeting Investigator and Ombudsman services and will continue with these arrangements.

County Raises Childhood Awareness Cancer Flag



*Jack Hildebrand, raises
Childhood Cancer Awareness
Flag assisted by Elgin County
Staff Cole Aicken.*

At its meeting held on September 8th, County Council made a proclamation declaring September to be Childhood Cancer Awareness Month in Elgin County. After the meeting Childhood Cancer Survivor Jack Hildebrand of Belmont raised the Childhood Cancer Flag in front of the Elgin County Heritage Centre. Representatives from Childcan, childhood cancer survivors and their families were in attendance.

Warden Mennill, The Honourable Jeff Yurek, Minister of the Environment, Conservation and Parks and Jill Ferguson, a representative from MP Karen Vecchio's office, provided remarks.

The County of Elgin is honoured to work together with organizations, such as Childcan, who support families dealing with childhood cancer to raise awareness of the disease and its devastating effects. Awareness and funds raised by these

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organizations help families and children faced with childhood cancer to deal with the emotional and financial tolls associated with this disease.



“The County of Elgin stands with these families and brave children in their fight to overcome childhood cancer,” said Warden Dave Mennill. “It is a privilege to have the opportunity to hear the stories of these courageous individuals and we proudly raise the Childhood Cancer Flag to draw attention to this important and worthy cause.”

Paramedics Memorial Bell Ceremony



On September 8, 2020 The Warden was invited to bring greetings on behalf of Elgin County Council at a Ceremony honouring paramedics who have died or been injured in the line of duty.

Each year a ceremony takes place in Ottawa

where paramedics from across the province travel to see the Memorial Bell and pay their respects to fallen colleagues. As a result of COVID-19, the large annual ceremony in Ottawa was cancelled and instead the Memorial Bell has travelled across the Province for a series of smaller ceremonies. This has presented a rare opportunity for paramedics in Elgin County and across the Province to see the Memorial Bell and participate in ceremonies in the very communities that they serve.

It also brings a wider awareness to the challenges and risks faced by paramedics as they perform their daily duties.

“Today as we honour paramedics who have died in the line of duty or are suffering from injuries sustained on the job, we also recognize the significant contribution and sacrifices that all paramedics and their families make to ensure our communities are kept safe, said Warden Mennill. “Paramedics are the first call when Elgin County residents are sick or injured and they can always be counted on in our times of need. Thank you to paramedics in Elgin County and across Province for your continued service and dedication.”

The complete September 8, 2020 County Council Agenda package can be found [here](#).

Four Counties Transportation Services Committee

Minutes

July 13, 2020, 8:30 a.m.
Electronic Participation Meeting via Zoom

Present: Bonnie Rowe, Chair West Elgin
Duncan McPhail, West Elgin
Ian Carruthers, Southwest Middlesex
Linda Dunn, Adult Day Program
Marigay Wilkins, Southwest Middlesex
Ann-Marie Millson, Chatham-Kent
John Wright, Chatham-Kent

Regrets: Shelley Vergeer, West Elgin Community Health Centre

Staff Present: Magda Badura, CAO/Treasurer
Jana Nethercott

1. Call to Order

Chair Bonnie Rowe called the meeting to order at 8:39 a.m.

2. Adoption of Agenda

Moved: Marigay Wilkins

Seconded: Ian Carruthers

That the Four Counties Transportation Services Committee adopt the agenda as circulated.

For (6): Duncan McPhail, Ian Carruthers, Linda Dunn, Marigay Wilkins, Ann-Marie Millson, and John Wright

Carried (6 to 0)

3. Disclosure of Pecuniary Interest

No disclosures

4. Minutes

Moved: Duncan McPhail

Seconded: Ian Carruthers

That Four Counties Transportation Services Committee hereby approve the Minutes of June 22, 2020 as printed and circulated.

For (6): Duncan McPhail, Ian Carruthers, Linda Dunn, Marigay Wilkins, Ann-Marie Millson, and John Wright

Carried (6 to 0)

5. Business Arising from Minutes

None.

6. New Business

6.1 M. Badura - Resumption of Services

Magda Badura, CAO/Treasurer reported that she has applied for a reduction in Insurance due to the shut down of services. Ms. Badura provided a power point presentation with two options for the Transit Service. Option #1 has a projected deficit of \$9,088.93 if services resume August 3, 2020. Option #2 has no resumption of services and projects a deficit of \$19,087.13 due to a loss of funding.

Ms. Badura also reported that a letter has been received from the Province indicating they will be providing some additional funding for cleaning and PPE for transit services.

Ann-Marie Millson inquired if there will be a reduction in seating to provide adequate separation. Ms. Badura stated that this will be required.

Moved: Duncan McPhail

Seconded: Marigay Wilkins

That Four Counties Transit Service Board hereby approves the resumption of Transit Services as of August 3, 2020.

For (6): Duncan McPhail, Ian Carruthers, Linda Dunn, Marigay Wilkins, Ann-Marie Millson, and John Wright

Carried (6 to 0)

7. Correspondence

7.1 Middlesex-London Health Unit Section 22 Order

8. Adjournment

Moved: Ann-Marie Millson

Seconded: Marigay Wilkins

That the Four Counties Transportation Services Committee hereby adjourn at 9:09 a.m. to meet again at 8:30 a.m. on September 21, 2020, or at the call of the chair.

For (6): Duncan McPhail, Ian Carruthers, Linda Dunn, Marigay Wilkins, Ann-Marie Millson, and John Wright

Carried (6 to 0)

Bonnie Rowe, Chair

Jana Nethercott, Clerk

SAVE THE DATE!

LAND USE PLANNING: BEYOND THE BASICS



AMO's Land Use Planning: Beyond the Basics training is for both seasoned and first-term councillors. Designed to build upon AMO's on-line primer* on planning, this three-hour virtual workshop will reinforce the central role that municipalities play in implementing and managing the land use policy framework in Ontario.

Land Use Planning: Beyond the Basics includes a review of relevant elements of the *Ontario Planning Act* as well as key planning tools and how they are applied in the municipal context. This virtual workshop will learn about the importance of the Provincial Policy Statement as the overall roadmap for land use management in Ontario. Participants will understand what the changes related to Ontario Municipal Board to the Local Planning Appeal Tribunal mean and the implications on municipal councils decision making.

WORKSHOP DETAILS

- **Cost:** Registration in *Land Use Planning: Beyond the Basic's* virtual workshop includes all materials and automatic access to AMO's online *Land Use Planning: The Basics* (*regularly \$177 free with registration in *Land Use Planning: Beyond the Basic's*) available at MunicipalEducation.ca - \$175.00 plus HST (\$197.75)
- **Registration Open to:** Elected officials and municipal staff.
- **Dates:** October 14th, October 28th and November 12th
- **NOTE:** September 17th workshop has been cancelled

For inquiries please contact AMO Events at: events@amo.on.ca

- > Land Use Planning Workshop
- > Online Courses
- > Social Media Webinars

CLICK HERE TO REGISTER

IF YOU REQUIRE A LOGIN TO REGISTER ONLINE, PLEASE EMAIL AMO@AMO.ON.CA

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
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Tél. : 416 585-7000



234-2020-4019

September 18, 2020

RE: Parkland Dedication, Development Charges and the Community Benefits
Charges Authority

Dear Head of Council,

As you know, our government introduced the Housing Supply Action Plan last year with the goal of increasing the supply of housing across Ontario. As part of this effort, our Government introduced the community benefits charge (CBC) authority along with changes to the *Development Charges Act* and parkland dedication under the *Planning Act*.

Over the past year, the Ministry of Municipal Affairs and Housing consulted for over 300 days with municipalities, the development industry and the public on the implementation of the framework, including several aspects of the legislation and a regulatory approach. I value the input of our municipal partners.

I am writing to inform you that on September 18th, our government proclaimed the remaining amendments that were made to the *Development Charges Act* and the *Planning Act* by Bill 108, the *More Homes, More Choice Act*, and, Bill 197, the *COVID-19 Economic Recovery Act*. In addition, we have made a new regulation under the *Planning Act* and technical changes to regulations under the *Planning Act*, *Development Charges Act* and *Building Code Act* in order to finalize the framework for development charges, community benefits and parkland.

As of September 18, 2020, municipalities will have two years to transition to the new regimes. This will enable both the municipalities and builders to adjust to these changes in light of the pressures of COVID-19.

We listened to the feedback received during consultations, and that is why we are proposing to prescribe a percentage of 4% for the CBC authority that will be applied to land values to determine the maximum CBC for any particular residential development. The CBC could be used by local governments to fund capital costs of services that are needed due to higher density development and are not being recovered through other tools.

These amendments will enable growth to pay for growth, while also providing greater predictability of development costs in order to increase the supply of housing so that it is more attainable for Ontarians.

I thank you for your continued collaboration throughout the implementation of this new and enhanced framework.

Sincerely,



Steve Clark
Minister of Municipal Affairs and Housing

c: Chief Administrative Officers
Chief Planners
Municipal Treasurers
Kate Manson-Smith, Deputy Minister, Municipal Affairs and Housing
Alex Beduz, Chief of Staff to Minister Clark, Municipal Affairs and Housing
Jonathan Lebi, Assistant Deputy Minister, Local Government and Planning Policy Division
Caspar Hall, Director, Municipal Finance Policy Branch



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

The Right Honourable Raymond Cho, Minister for Seniors and Accessibility
College Park 5th Flr, 777 Bay St,
Toronto, ON
M7A 1S5

Re: AODA Website Compliance Extension Request

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-281

- “1. **WHEREAS** Section 14(4) of O.Reg 191/11 under the Accessibility for Ontarians with Disabilities Act requires designated public sector organizations to conform to WCAG 2.0 Level AA by January 1, 2021;
2. **AND WHEREAS** the municipality remains committed to the provision of accessible goods and services;
3. **AND WHEREAS** the municipality provides accommodations to meet any stated accessibility need, where possible;
4. **AND WHEREAS** the declared pandemic, COVID-19, has impacted the finances and other resources of the municipality;
5. **AND WHEREAS** the Accessibility for Ontarians with Disabilities Act contemplates the need to consider the technical or economic considerations in the implementation of Accessibility Standards;
6. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario extend the compliance deadline stated in Section 14(4) of O.Reg 191/11 to require designated public sector organizations to meet the compliance standards, by a minimum of one (1) year to at least January 1, 2022; **AND**,
7. **BE IT THEREFORE RESOLVED THAT** the municipality requests that the Province of Ontario consider providing funding support and training resources to meet these compliance standards.”

The impacts of the pandemic on municipal finances and resources affect the ability of municipalities to meet the January 1, 2021 deadline for full compliance with WCAG 2.0 Level AA.

We humbly request the Ontario government consider an extension request, in addition to financial support and training due to the unprecedented impacts of the global pandemic.

Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Honourable Doug Ford, Premier of Ontario
The Association of Municipalities of Ontario
All Ontario Municipalities



The Corporation of The Town of Amherstburg

September 21, 2020

VIA EMAIL

Hon. Lisa McLeod, Minister of Heritage, Sport, Tourism and Culture Industries
6th Flr, 438 University Ave,
Toronto, ON
M7A 1N3

Re: Request for Consideration of Amendments to Bill 108 re. The Ontario Heritage Act

At its meeting of September 14, 2020, Council passed the following for your consideration:

Resolution # 20200914-258:

"WHEREAS Royal Assent has been granted to Bill 108 entitled 'More Homes, More Choice Act, 2019' on June 6, 2019; and,

WHEREAS Schedule 11 of Bill 108 contains amendments to the Ontario Heritage Act which require appeals under the Ontario Heritage Act to be heard by the Local Planning Appeal Tribunal not the Conservation Review Board; and,

WHEREAS the Conservation Review Board is an adjudicative tribunal that, through the mandate provided by the Ontario Heritage Act, considers a number of matters such as:

- The proposed designation of a property as having cultural heritage value or interest;
- Applications for the repeal of a By-law on a specific property;
- Applications related to the alteration of a property covered by a By-law; and,
- Matters related to archaeological licensing. AND,

WHEREAS Schedule 11 of Bill 108 will come into effect on a date to be proclaimed by the Lieutenant Governor; and,

WHEREAS the Local Planning Appeal Tribunal are not experts in heritage matters unlike members of the Conservation Review Board; and,

WHEREAS the Local Planning Appeal Tribunal decisions are binding decisions unlike the Conservation Review Board non-binding recommendations; and,

WHEREAS the Ontario Heritage Act provides a means for municipalities to protect and preserve the cultural heritage value or interest of the municipality for generations to come; and,

WHEREAS the Conservation Review Board currently provides reports to municipal council's setting out its findings of fact, and its recommendations so that a final decision can be rendered by municipalities about what is valuable in their community;

WHEREAS the Town of Amherstburg remains committed to the preservation and protection of property of cultural heritage value or interest;

NOW THEREFORE BE IT RESOLVED THAT the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to remove the powers provided to the Local Planning Appeal Tribunal, retaining authority for hearing certain appeals by the Conservation Review Board; and,

BE IT FURTHER RESOLVED THAT the Town of Amherstburg strongly recommends that Schedule 11 of Bill 108 be amended to return the authority for final decisions to municipal council's as the elected representative of the communities wherein the property and its features of cultural heritage value exist; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Honourable Doug Ford, Premier of Ontario, Lisa McLeod the Minister of Heritage, Sport, Tourism and Culture Industries, Andrea Horwath, MPP and Leader of the Official Opposition and the Ontario NDP Party, MPP John Fraser Interim Leader of the Ontario Liberal Party, Mike Schreiner MPP and Leader of the Green Party of Ontario, Taras Natyshak MPP Essex County; and,

BE IT FURTHER RESOLVED THAT a copy of this motion be sent to the Association of Municipalities of Ontario (AMO), all MPP's in the Province of Ontario, the County of Essex and all Municipalities in Ontario for their consideration."

We strongly recommend that the Ontario government consider amendments to Bill 108 to return the final authority to municipal Council's to determine what is of cultural heritage value or interest in their communities with the benefits of the expert and professional advice provided by the Conservation Review Board.

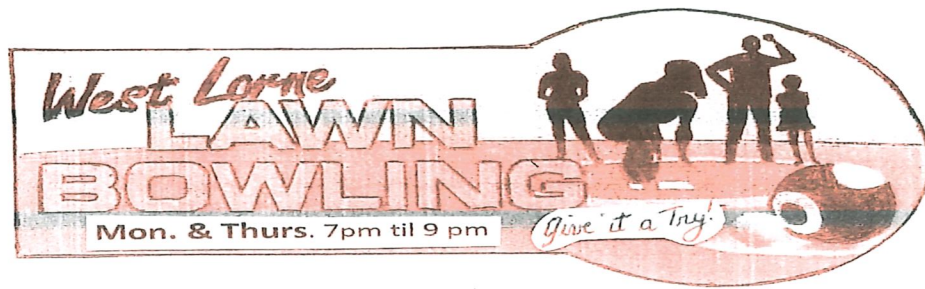
Regards,



Tammy Fowkes
Deputy Clerk, Town of Amherstburg
(519) 736-0012 ext. 2216
tfowkes@amherstburg.ca

cc:

The Right Hon. Doug Ford, Premier of Ontario
Andrea Horwath, MPP, Leader of the Official Opposition and the Ontario NDP Party
John Fraser, MPP and Interim Leader of the Ontario Liberal Party
Mike Schreiner, MPP and Leader of the Green Party of Ontario
Taras Natyshak, MPP of Essex County
All Ontario Municipalities



RECEIVED
SEP 14 2020

Sept 13, 2020

J. Nethercott, Deputy Clerk
The Municipality of West Elgin
22413 Hoskins Line, Box 490
Rodney, ON N0L 2C0

Dear Council Members,

Thank you for supporting the West Lorne Lawn Bowling Club in your budget this year. We wish to update Council on our progress. The club volunteers have accomplished a lot this year despite the unique aspects of COVID 19 restrictions, including painting of replacement gutters, renovating the corner garden, prepping the shed for repainting, aerating, rolling, seeding, and fertilizing the greens.

We were very appreciative to be approved for replacement of the mowing tractor. Last fall we also applied to the federal government, New Horizons for Seniors. Subsequent to our request with you, the New Horizons for Seniors grant approved this purchase. Since this grant has specific eligibility requirements of exact purchases, this item was approved and bought.

We are seeking your approval to re-purpose the funding for the tractor, to cover other essential items for the maintenance of the greens, in preparation for additional public to enjoy our facility.

With this in mind, I have attached the following invoices for reimbursement.

1.	Plant Products	Apr 6/20	seed, fertilizer	\$ 782.57
2.	PTC	Apr 22/20	deep tine	\$ 488.16
3.	Plant Products	May 1,20	wetting agent	\$ 317.59
4.	Melbourne Farm	May 14/20	machinery repair	\$ 28.49
5.	Melbourne Farm	May 15/20	machinery repair	\$ 59.75
6.	Plant Products	Jun 19/20	fertilizer	\$ 404.02
TOTAL				\$ 2,080.58

Thank you for your attention to this issue,

Regards,

Norah Bennetto

Norah Bennetto
Secretary, West Lorne Lawn Bowling Club
301 Mary Street
Dutton, On N0L 1J0

Encl.



PLANTPRODUCTS

Plant Products Inc.

1520 Sandhill Drive

Ancaster, ON L9G 4V5

Tel: 905-793-7000 or 800-387-2449 Fax: 905-793-9157

Sales Order: 329886

Shipment #: 1

Invoice Date: Apr-06-2020

Sold To:

Ancaster Cash Sales - Turf

1520 Sandhill Dr,

Ancaster, ON

L9G 4V5

CA

Ship To:

West Lorne Lawn Bowling

213 Annie Street, Craig Armstrong

Dutton, ON

CA

519-762-3607

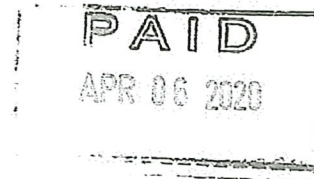
Printed at: Apr-06-2020 9:59 am

Customer No.	Order Date	Ship Date	F.O.B.	Freight Terms	Ship Via
12000-70	Mar-30-2020	Apr-03-2020		Prepaid	Brandon Pearce
Customer PO	Terms	Location	Sales Rep		
	Brandon Pearce	C.O.D.	Ancaster	Brandon Pearce	

Part No	Quantity	UoM	Description	Unit Price	Total Price Tx
40289	1.00		EA Lebanon Declaration Cbg (11.34 Kg), (Seed)	335.00	335.00 T
580065	6.00		EA Country Club MD 18-3-18 (SGN 80) (40 Lb), (Fertilizer)	59.59	357.54 T

----- Payment Method -----

MasterCard - CAD		782.57
Total payment	:	782.57
Invoice amount	:	782.57
Change given	:	0.00



Notes:

Subtotal:	692.54
Total PST/QST:	0.00
Total GST/HST:	90.03
Invoice Total: CAD	782.57

24 Hour Emergency Phone Number: CHEMTREC 800-424-9300

Overdue accounts subject to a service charge of 1.5% per month, 18% per annum

HST#: 13560 1847 RT0001

Any Fertilizer in packages of 30 Kg or less covered by this invoice are designated for use as a crop input in an agricultural operation

orders@plantproducts.com

www.plantproducts.com

Page 1 of 1

INVOICE

DATE	April 22, 2020	INVOICE NO.	220420-02
TO: West Lorne Lawn Bowling Club 149 Jessie St. West Lorne, ON N0L 2P0		CUSTOMER: same	
		ATTENTION:	
		Email	westlornelawnbowlingclub@gmail.com
ORDER:	Deep Tine Aerafication of Bowling Greens		
JOB DESCRIPTION			TOTAL
Bowling Greens			
14,400 sq. ft. X \$.03			\$452.00
Deep tine			
		SUBTOTAL	452.00
H.S.T. # R129000196		H.S.T.	56.16
PAID THANK YOU		Total Due	\$488.16
TERMS: NET 30 DAYS LATE CHARGES: 1.5% PER MONTH			

Thank You For The Work

1045 OLD DERRYROAD, MISSISSAUGA, ONTARIO L5W1A1 • TELEPHONE (905) 795 -1277 • FAX (905) 795-0835
practicalturfcare@gmail.com

PLANTPRODUCTS[®]**INVOICE****Plant Products Inc.**

1520 Sandhill Drive

Ancaster, ON L9G 4V5

Tel: 905-793-7000 or 800-387-2449 Fax: 905-793-9157

Invoice Number: 331590**Sales Order: 337273****Shipment #: 1****Invoice Date: May-01-2020****Sold To:****Ancaster Cash Sales - Turf**

1520 Sandhill Dr,

Ancaster, ON

L9G 4V5

CA

Ship To:**Craig Armstrong**

213 Anne St,

Dutton, ON N0L 0B3

CA

Printed at: May-01-2020 9:13 am

Customer No.	Order Date	Ship Date	F.O.B.	Freight Terms	Ship Via
12000-70	Apr-29-2020	May-04-2020		Prepaid	Brandon Pearce
Customer PO	Terms			Location	Sales Rep
	C.O.D.			Ancaster	Brandon Pearce

Part No	Quantity	UoM	Description	Unit Price	Total Price Tx
43601	1.00		EA Primer Soil Surfactant (10 L), (wetting agent)	281.05	281.05 T

----- Payment Method -----

MasterCard - CAD 317.59

Total payment : 317.59

Invoice amount : 317.59

Change given : 0.00

PAID

Notes:

Subtotal: 281.05
 Total PST/QST: 0.00
 Total GST/HST: 36.54
Invoice Total: CAD 317.59

24 Hour Emergency Phone Number: CHEMTREC 800-424-9300

Overdue accounts subject to a service charge of 1.5% per month, 18% per annum

HST#: 13560 1847 RT0001

Any Fertilizer in packages of 30 Kg or less covered by this invoice are designated for use as a crop input in an agricultural operation

orders@plantproducts.com

www.plantproducts.com

Page 1 of 1

PP-01.00

MELBOURNE FARM EQUIPMENT INC.

6642 Longwoods Rd.
 Melbourne, Ontario N0L 1T0
 519-289-2128
 HST Registration #R133695155

INVOICE

00086355

Bill to:

CASH

Ship to:

CASH

SALESPERSON	YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS	DATE	PG
Mike Zavitz		Pick Up				Net 30	5/14/20	1
QTY.	ITEM NO.	DESCRIPTION	PRICE	UNIT	DISC%	EXTENDED	TAX	
2	6203DDU NSK	BRG	\$7.35	1		\$14.70	HST	
1	26200	THREADLOCKER	\$10.51	1		\$10.51	HST	
		(machinery repairs)						
		Lawn Bowling						
"I HEREBY CERTIFY THAT I AM ENGAGED IN THE BUSINESS OF FARMING AND THAT THE GOODS SHOWN ON THIS INVOICE WILL BE USED EXCLUSIVELY IN THE CONDUCT OF THAT BUSINESS."						SALE AMOUNT FREIGHT HST TOTAL PAID TODAY	\$25.21 \$0.00 \$3.28 \$28.49 \$28.49	
SIGNATURE _____ TERMS: net 30 days. 2% per month service charge on overdue accounts. We appreciate your business.						BALANCE DUE \$0.00		

MELBOURNE FARM EQUIPMENT INC.

6642 Longwoods Rd.
 Melbourne, Ontario N0L 1T0
519-289-2128
 HST Registration #R133695155

INVOICE

00086395

Bill to:

Ship to:

CASH

CASH

SALESPERSON		YOUR NO.	SHIP VIA	COL	PPD	SHIP DATE	TERMS		DATE	PG
Mike Zavitz			Pick Up	X			C.O.D.		5/15/20	1
QTY.	ITEM NO.	DESCRIPTION		PRICE	UNIT	DISC%	EXTENDED		TAX	
6	6203DDU NSK	BRG		\$7.35	1		\$44.10		HST	
6	M20M	MACHINE WASHER		\$0.32	1		\$1.92		HST	
1	KL-GL1040	80W90 946ML		\$6.86	1		\$6.86		HST	
		<i>(machinery repairs)</i>								
		<i>Lawn</i>								
		<i>Bowling</i>								
"I HEREBY CERTIFY THAT I AM ENGAGED IN THE BUSINESS OF FARMING AND THAT THE GOODS SHOWN ON THIS INVOICE WILL BE USED EXCLUSIVELY IN THE CONDUCT OF THAT BUSINESS." SIGNATURE _____ TERMS: net 30 days. 2% per month service charge on overdue accounts. We appreciate your business.						SALE AMOUNT		\$52.88		
						FREIGHT		\$0.00		
						HST		\$6.87		
						TOTAL		\$59.75		
						PAID TODAY		\$59.75		
						BALANCE DUE		\$0.00		



INVOICE

Invoice Number: 345747

Plant Products Inc.

1520 Sandhill Drive

Ancaster, ON L9G 4V5

Tel: 905-793-7000 or 800-387-2449 Fax: 905-793-9157

Sales Order: 351422

Shipment #: 1

Invoice Date: Jun-19-2020

AUTO INVOICE

Sold To:

West Lorne Lawn Bowling

149 Jessie St,

West Lorne, Ontario

N0L 2P0

Canada

Ship To:

West Lorne Lawn Bowling

149 Jessie St.,

West Lorne, ON N0L 2P0

CA

519-859-3607

Printed at: Jun-19-2020 11:01 am

Customer No.	Order Date	Ship Date	F.O.B.	Freight Terms	Ship Via
40383	Jun-18-2020	Jun-19-2020		Prepaid	Brandon Pearce
Customer PO	Terms	Location	Sales Rep		
Brandon Pearce	C.O.D.	Ancaster	Brandon Pearce		

Part No	Quantity	UoM	Description	Unit Price	Total Price
580065	6.00	EA	Country Club MD 18-3-18 (SGN 80) (40 Lb), (Fertilizer)	67.3366667	404.02 T

----- Payment Method -----

MasterCard - CAD 404.02

: 404.02

: 404.02

: 0.00

MGS HORTICULTURAL INC

1520 SANDHILL DR

ANCASTER ON

CARD *****7223

CARD TYPE MASTERCARD

DATE 2020/06/19

TIME 0487 10:59:23

RECEIPT NUMBER

M82034456-001-001-447-0

PURCHASE

TOTAL

\$404.02

PASSWORD USED

APPROVED

AUTH# 077201

01-027

THANK YOU

CARDHOLDER COPY

our Emergency Phone Number: CHEMTREC 800-424-9300

arge of 1.5% per month, 18% per annum

s covered by this invoice are designated for use as a crop input in an agricultural operation

www.plantproducts.com

95

HST#: 13560 1847 RT0001

Page 1 of 1

PP-01.00



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-64

A By-law to adopt and maintain a policy with respect to Advisory Committees.

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

Whereas the Council of The Corporation of the Municipality of West Elgin has deemed it expedient to adopt a policy with respect to Advisory Committees;

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

1. That the Policy regarding Advisory Committees, identified as Schedule 'A' attached hereto is authorized and approved.
2. That this by-law shall come into force and effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Municipality of West Elgin

Schedule “A” to By-Law #2020-64

Policy #2020-08 Advisory Committee Policy

Effective Date: September 24, 2020

Review Date:

Policy Statement

This policy establishes the various expectations and protocols for the Advisory Committees of the Municipality of West Elgin.

Policy

Role of an Advisory Committee

The role of an Advisory Committee is to provide recommendations, advise and information to Municipal Council on specialized matters which relate to the purpose of the Advisory Committee, to facilitate public input into Municipal Council on programs, provide ideas and to assist in enhancing the quality of life for the community of West Elgin.

Appointments to Advisory Committees

Appointments to Advisory Committees shall be at the pleasure of Municipal Council. All appointees must be a resident of West Elgin.

Process:

At the start of each Council term, the Clerk shall contact all members of Advisory Committees, who are eligible to continue to serve, in writing to gauge their interest in continuing on the Advisory Committee, these expressions of interest shall be presented to Council during the Committee Appointments meeting.

Any vacancies shall be advertised for two (2) consecutive weeks in the local newspaper, website and social media, prior to the Committee Appointments meeting. All interested residents shall fill out the application form (attached to this policy, by the established deadline. Council shall review all applications in camera and make appointments by By-law. Mid-term vacancies appointments shall follow the same process, with appointment by resolution of Council.

Any member of an Advisory Committee who wishes to resign their appointment may do so by submitting notice in writing to the Clerk. Resignation shall be effective upon receipt of the letter by the Clerk.

Term of Appointment

Appointments to Advisory Committees shall be for the term of Council – four (4) years. Each member may be appointed for a maximum of two (2) consecutive terms. A member may be appointed after not serving for one (1) term.

No resident shall sit on more than one (1) Advisory Committee at one time.

Only one (1) immediate family member may sit on any one Advisory Committee at one time. “Immediate family” is defined as: spouse, common-law spouse, common-law spouse’s child, mother, father, brother, sister, child, grandchild, step-mother, step-father, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, common-law spouse’s mother, father-in-law, common-law spouse’s father.

Remuneration

Advisory Committee members shall serve without remuneration.

Attendance

Advisory Committee members are expected to attend all meetings. Members shall be deemed to have resigned their appointment if they miss three (3) consecutive meetings or 25% of the meetings in one calendar year.

The Clerk shall send written notice to any member who has reached the absence threshold and invite the member to provide written explanation, with the understanding that this will be reviewed by the Chair and Clerk. The Chair and Clerk shall make a recommendation to Council with regards to the members appointment. Council shall make the final decision on absence issues.

Agendas & Minutes

The Clerk or designate shall, in consultation with the Chair notify all members of upcoming meetings as per The Municipality of West Elgin Council Procedure By-law.

The Clerk or designate shall, in consultation with the Chair prepare all Agendas and distribute according to The Municipality of West Elgin Council Procedure By-law.

The Clerk or designate shall record the minutes of all Advisory Committee Meetings.

Code of Conduct

Advisory Committee Members shall adhere to the West Elgin Committee and Council Code of Conduct, and in accordance with the provisions of other applicable Acts and Regulations.

Responsibilities

The Clerk shall ensure this policy is followed



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-65

A By-law to adopt and maintain a policy with respect to Christmas Office Hours.

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

Whereas the Council of The Corporation of the Municipality of West Elgin has deemed it expedient to adopt a policy with respect to Christmas Office Hours;

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

1. That the Policy regarding Christmas Office Hours, identified as Schedule 'A' attached hereto is authorized and approved.
2. That this by-law shall come into force and effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Municipality of West Elgin

Schedule “A” to By-Law #2020-65

Policy #2020-09 Christmas Office Hours Policy

Effective Date: September 24, 2020

Review Date:

Policy Statement

This policy establishes the Office Hours for Christmas Period for the Municipal Office

Policy

In accordance with Policy HR-1.7, Christmas Day, Boxing Day and New Year’s Day are paid holidays.

In accordance with HR-1.7, full time employees are granted one half paid holiday on December 24th of each year.

In accordance with HR-1.7, where a paid holiday falls on a Saturday or Sunday, the next working day will be taken off.

In general, the office shall be closed from noon on December 24th until 8:30 a.m. on January 2nd.

Exceptions to above occur if New Year’s Day falls on a Saturday or Sunday. In both of those cases the office would re-open on January 3rd.

Employees shall use vacation time or banked time for the days the office is closed (usually 3 days).

If required to attend the office during this time period, these days may be carried over to the next year.

Notification of the office closure shall be published on the Municipal Website, Social Media and in the Chronicle.

Responsibilities

CAO/Treasurer shall ensure this policy is followed



MUNICIPALITY OF **West Elgin**

The Corporation Of the Municipality Of West Elgin

By-Law No. 2020-66

Being A By-Law to provide for the Arvai Drain in the Municipality of West Elgin.

Whereas the Council of the Municipality of West Elgin has procured a report under Section 4 of the *Drainage Act, R.S.O. 1990*, as amended, for the construction of the Arvai Drain; and

Whereas the reported dated August 10, 2020 has been authored by J.M Spriet of Spriet Associates Engineers and Architects and the attached report forms part of this By-Law; and

Whereas the estimated total cost of the drainage work is \$55,000.00; and

Whereas \$55,000.00 is the estimated amount to be contributed by the Municipality of West Elgin for the drainage works; and

Whereas the Council of The Corporation of the Municipality of West Elgin is of the opinion that the drainage of the area is desirable;

Now Therefore be it resolved that the Council of The Corporation of the Municipality of West Elgin pursuant to the *Drainage Act, R.S.O. 1990*, as amended, enacts as follows:

1. That the report dated August 10, 2020 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. That The Corporation of the Municipality of West Elgin may borrow on the credit of the Corporation the amount of \$55,000.00, being the amount necessary for the construction of the drainage works. This project may be debentured.
3. The Corporation may issue debenture(s) for the amount borrowed less the total amount of:
 - a) grants received under Section 85 of the *Drainage Act*;
 - b) monies paid as allowances;
 - c) commuted payments made in respect of lands and roads assessed with the municipality;
 - d) money paid under subsection 61(3) of the *Drainage Act*; and

- e) money assessed in and payable by another municipality.
4. Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of the sale of such debenture(s).
 5. A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) and shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this By-Law.
 6. All assessments of \$1,000.00 or less are payable in the first year in which assessments are imposed.
 7. That this By-Law comes into force and effect upon the final reading thereof.

Read a first and second time and provisionally adopted this 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Read for a third and final time this 12th day of November, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

ARVAI DRAIN
Municipality of West Elgin



**SPRIET
ASSOCIATES**
ENGINEERS & ARCHITECTS

155 York Street
London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
E-mail MAIL@SPRIET.ON.CA

Our Job No. 219204

August 10, 2020

ARVAI DRAIN

Municipality of West Elgin

To the Mayor and Council of
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of the Arvai Municipal Drain serving parts of Lot 18, Concession 9 in the Municipality of West Elgin.

AUTHORIZATION

This report was prepared pursuant to Section 4 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a petition signed by the affected landowners.

DRAINAGE AREA

The total watershed area as described above contains approximately 1.85 hectares. The area requiring drainage for the Arvai Drain is described as the lands located within Lot 18, Concession 9, bounded by Ridge Street to the east and the existing residential lands located within the village of West Lorne, located south of Elm Street.

HISTORY

The Arvai Drain is a new municipal drain and, as such, has no history. It is located within the Wilton Drain which was originally constructed pursuant to a report submitted by G.A. McCubbin, P. Eng. dated July 6, 1914 and consisted of the installation of 1,700 lineal feet of 600mm diameter sewer pipe as well as 2,400 lineal feet of open ditch cleanout to provide a sufficient outlet to the new closed drain. The closed drain commenced at the west edge of Graham Street and ran westerly parallel to Chestnut Street through the residential lots to the Wilton Drain open ditch. The drain was constructed to alleviate flooding along Graham Street from its connection point to the north end of the limits of the village. This drain essentially served as the outlet to the village.

EXISTING DRAINAGE CONDITIONS

A site meeting held with respect to the project and through later discussions, the owners reported the following:

- that the requesting landowner, Arvai Developments (Roll No. 1-295), indicated their intention to develop their lands and required a legal outlet to do so



EXISTING DRAINAGE CONDITIONS

- that the landowner, J. & L. Fischer (Roll No. 1-077), indicated that any drainage works constructed on their lands should not interfere with the development potential along the current residential lands fronting King Street

A field investigation and survey were completed. Upon reviewing our findings, we note the following:

- that the lands are tributary to the Wilton Open Drain located in Lot 15, Concession 9 and has sufficient depth to provide an outlet
- that the lands could be serviced by a drain outletting into the existing Wilton Drain – Open Portion
- that an investigation in using the existing Wilton Drain – Closed Portion was undertaken and determined not to be feasible as its condition could not be properly assessed. Furthermore, the watershed area draining to this drain is not easily determined as it appears to be cross connected with the Graham Street Drain which services a large portion of West Lorne

Preliminary design, cost estimates and assessments were prepared, and informal conversations were held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the report.

DESIGN CONSIDERATIONS

The proposed drain was designed, with respect to capacity, using the storm sewer design methods with a design storm based with a return period of 2 years.

We would like to point out that there have been indications of sandy soil conditions, but no formal soil investigation has been made.

All of the proposed work has been generally designed and shall be constructed in accordance with the DESIGN AND CONSTRUCTION GUIDELINES FOR WORK UNDER THE DRAINAGE ACT.

RECOMMENDATIONS

We are therefore recommending the following:

- that a drain be constructed, to be referred to as the Arvai Drain, commencing at the Main Drain, running north through the lands of J. & L. Fischer (Roll No. 1-077) and Hydro One Networks Inc. (Roll No. 2-560) to its head just within the lands of Arvai Developments Inc. (Roll No. 1-295) for a total length of 306 lineal meters
- that the drains be constructed using sealed HDPE pipe to prevent the inclusion of tree roots and provide a more economical solution than concrete sewer pipe



ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

There are no significant wetlands or sensitive areas within the affected watershed area or along the route of the drains. The proposed construction of the Arvai Drain includes quarry stone outlet protection and surface inlets which greatly help reduce the overland surface flows and any subsequent erosion. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.

SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 306 lineal meters of 375mm (15") diameter HDPE sewer pipe including related appurtenances.

SCHEDULES

Four schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, Schedule 'C' - Assessment for Construction, and Schedule 'D' - Assessment for Maintenance.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$ 55,000.00. This estimate includes engineering and administrative costs associated with this project.

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Schedule 'D' - Assessment for Maintenance. In accordance with Section 38 of the Drainage Act, this schedule outlines the distribution of future repair and/or maintenance costs for portions of, or the entire drainage works.

Drawing No. 1, Job No. 219204, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

ALLOWANCES

DAMAGES: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain. The amount granted is based on \$3,613.00/ha. for closed drain installed with wheel machine. This base rate is multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

RIGHT-OF-WAY Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.



ALLOWANCES (cont'd)

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,670.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These liabilities are known as benefit, outlet liability and special benefit liability as set out under Sections 22, 23, 24 and 26 of the Act.

BENEFIT as defined in the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair or maintenance of a drainage works such as will result in a higher market value or increased crop production or improved appearance or better control of surface or sub-surface water, or any other advantages relating to the betterment of lands, roads, buildings or other structures.

OUTLET liability is assessed to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entailed breaking down the costs of the drain into sections along its route. Special Assessments were then extracted from each section.

The remainder is then separated into Benefit and Outlet costs. The Benefit cost is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet Costs are distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section, and relative run-off rates. Due to their different relative run-off rates, forested lands have been assessed for outlet at lower rates than cleared lands. Also, roads and residential properties have been assessed for outlet at higher rates than cleared farmlands. It should be noted that the cost of agricultural design was assessed to all lands within the watershed area with increased costs to obtain a 2-year design standard to the developable lands and roadway.



ASSESSMENT (cont'd)

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for assessment for benefit and outlet and for special assessments as shown in detail below and on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

SPECIAL ASSESSMENT

If any additional work is required to the drainage works due to the existence of buried utilities such as gas pipe lines, communications cables, etc. or if any of the utilities require relocation or repair, then, the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.

GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Assessments to agricultural lands are based on an agricultural 38.1mm design. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

MAINTENANCE

Upon completion of construction, all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain.

After completion, the Arvai Drain, including the existing drain, shall be maintained by the Municipality of West Elgin at the expense of all upstream lands and roads assessed in Schedule 'D' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

JMS:bv



J.M. Spriet, P.Eng.



SPRIET ASSOCIATES
engineers & architects

SCHEDULE 'A' - ALLOWANCES

ARVAI DRAIN

Municipality of West Elgin

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
MAIN DRAIN					
4	Pt. 18	1-077 (J. & L. Fischer)	\$ 1,850.00	\$ 1,500.00	\$ 3,350.00
4	Pt. 18	1-295 (Arvai Developments Inc)	40.00	30.00	70.00
Total Allowances			\$ 1,890.00	\$ 1,530.00	\$ 3,420.00
TOTAL ALLOWANCES ON THE MAIN DRAIN			\$ 3,420.00		

ARVAI DRAIN**Municipality of West Elgin**

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

MAIN DRAIN

6 meters of 375mm dia., H.D.P.E. plastic sewer pipe including rodent gate,
quarry stone rip-rap protection around pipe and end of ditch
(Approximately 6m³ quarry stone req'd)

Supply	\$	400.00
Installation	\$	800.00

Installation of the following HDPE sewer pipe, including granular bedding
300 meters of 375mm dia. HDPE sewer pipe

\$ 13,500.00

Supply of the above listed pipe

\$ 15,000.00

Strip, stockpile and relevel topsoil from tile trench and adjacent working area
(4m wide) specified on drawings (approx. 306m)

\$ 1,800.00

Supply and install one 600mm x 600mm ditch inlet catchbasin online
complete with berm, grate and ditching

\$ 1,800.00

Exposing and locating existing tile drains and utilities

\$ 500.00

Tile connections and contingencies

\$ 1,200.00

Allowances under Sections 29 & 30 of the Drainage Act

\$ 3,420.00

ADMINISTRATION

Interest and Net Harmonized Sales Tax

\$ 1,230.00

Survey, Plan and Final Report

\$ 12,500.00

Expenses

\$ 1,090.00

Supervision and Final Inspection

\$ 1,760.00

TOTAL ESTIMATED COST

\$ 55,000.00

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

ARVAI DRAIN

Municipality of West Elgin

Job No. 219204

August 10, 2020

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN						
4	Pt. 18	0.25	1-077 (J. & L. Fischer)	9,490.00	382.00	9,872.00
* 4	Pt. 18	0.06	1-095 (N. & M. McColl)		352.00	352.00
* 4	Pt. 18	0.06	1-095-02 (J. & K. Kelly)		323.00	323.00
* 4	Pt. 18	0.05	1-095-03 (J. & J. Prince)		294.00	294.00
* 4	Pt. 18	0.04	1-095-04 (L. & N. Labadie)		235.00	235.00
* 4	Pt. 18	0.05	1-095-05 (J. & M. Da Mota)		294.00	294.00
* 4	Pt. 18	0.05	1-119 (D. Kekys)		294.00	294.00
* 4	Pt. 18	0.05	1-296 (J. Dias & D. Oliveira)		176.00	176.00
* 4	Pt. 18	0.02	1-081 (R. Boodram)		60.00	60.00
* 4	Pt. 18	0.67	1-295 (Arvai Developments Inc)	17,310.00	16,439.00	33,749.00
* 4	Pt. 18	0.45	2-560 (Hydro One Networks Inc)	3,060.00	1,997.00	5,057.00
TOTAL ASSESSMENT ON LANDS				\$ 29,860.00	\$ 20,846.00	\$ 50,706.00
* Ridge Street		0.10	Municipality of West Elgin	\$	\$ 4,294.00	\$ 4,294.00
TOTAL ASSESSMENT ON ROADS				\$	\$ 4,294.00	\$ 4,294.00
TOTAL ASSESSMENT ON THE MAIN DRAIN						<u>\$ 55,000.00</u>

SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

ARVAI DRAIN

Municipality of West Elgin

Job No. 219204

August 10, 2020

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
MAIN DRAIN				
4	Pt. 18	0.25	1-077 (J. & L. Fischer)	12.8 %
4	Pt. 18	0.06	1-095 (N. & M. McColl)	0.9
4	Pt. 18	0.06	1-095-02 (J. & K. Kelly)	0.8
4	Pt. 18	0.05	1-095-03 (J. & J. Prince)	0.7
4	Pt. 18	0.04	1-095-04 (L. & N. Labadie)	0.6
4	Pt. 18	0.05	1-095-05 (J. & M. Da Mota)	0.7
4	Pt. 18	0.05	1-119 (D. Kekys)	0.7
4	Pt. 18	0.05	1-296 (J. Dias & D. Oliveira)	0.4
4	Pt. 18	0.02	1-081 (R. Boodram)	0.1
4	Pt. 18	0.67	1-295 (Arvai Developments Inc)	62.6
4	Pt. 18	0.45	2-560 (Hydro One Networks Inc)	8.8
				=====
TOTAL ASSESSMENT ON LANDS				89.1 %
				=====
Ridge Street		0.10	Municipality of West Elgin	10.9 %
				=====
TOTAL ASSESSMENT ON ROADS				10.9 %
				=====
TOTAL ASSESSMENT FOR MAINTENANCE OF THE MAIN DRAIN				<u>100.0 %</u>

SCHEDULE OF NET ASSESSMENT

ARVAI DRAIN

Municipality of West Elgin

(FOR INFORMATION PURPOSES ONLY)

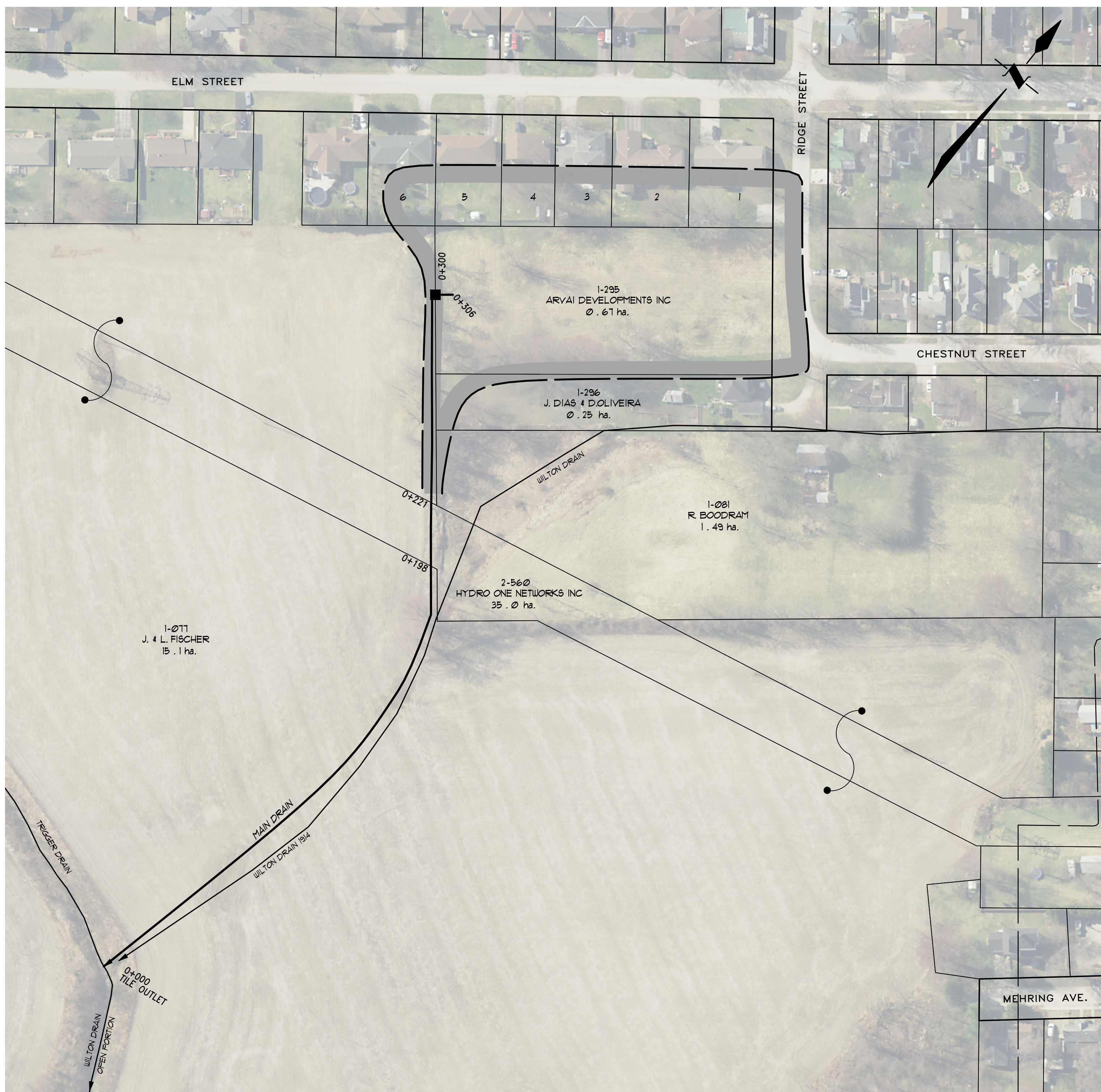
Job No. 219204

August 10, 2020

* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
1-077 (J. & L. Fischer)	\$ 9,872.00	\$ 3,291.00	\$ 3,350.00	\$ 3,231.00
* 1-095 (N. & M. McColl)	352.00			352.00
* 1-095-02 (J. & K. Kelly)	323.00			323.00
* 1-095-03 (J. & J. Prince)	294.00			294.00
* 1-095-04 (L. & N. Labadie)	235.00			235.00
* 1-095-05 (J. & M. Da Mota)	294.00			294.00
* 1-119 (D. Kekys)	294.00			294.00
* 1-296 (J. Dias & D. Oliveira)	176.00			176.00
* 1-081 (R. Boodram)	60.00			60.00
* 1-295 (Arvai Developments Inc)	33,749.00		70.00	33,679.00
* 2-560 (Hydro One Networks Inc)	5,057.00			5,057.00
* Ridge Street	\$ 4,294.00	\$	\$	\$ 4,294.00
TOTALS	\$ 55,000.00	\$ 3,291.00	\$ 3,420.00	\$ 48,289.00

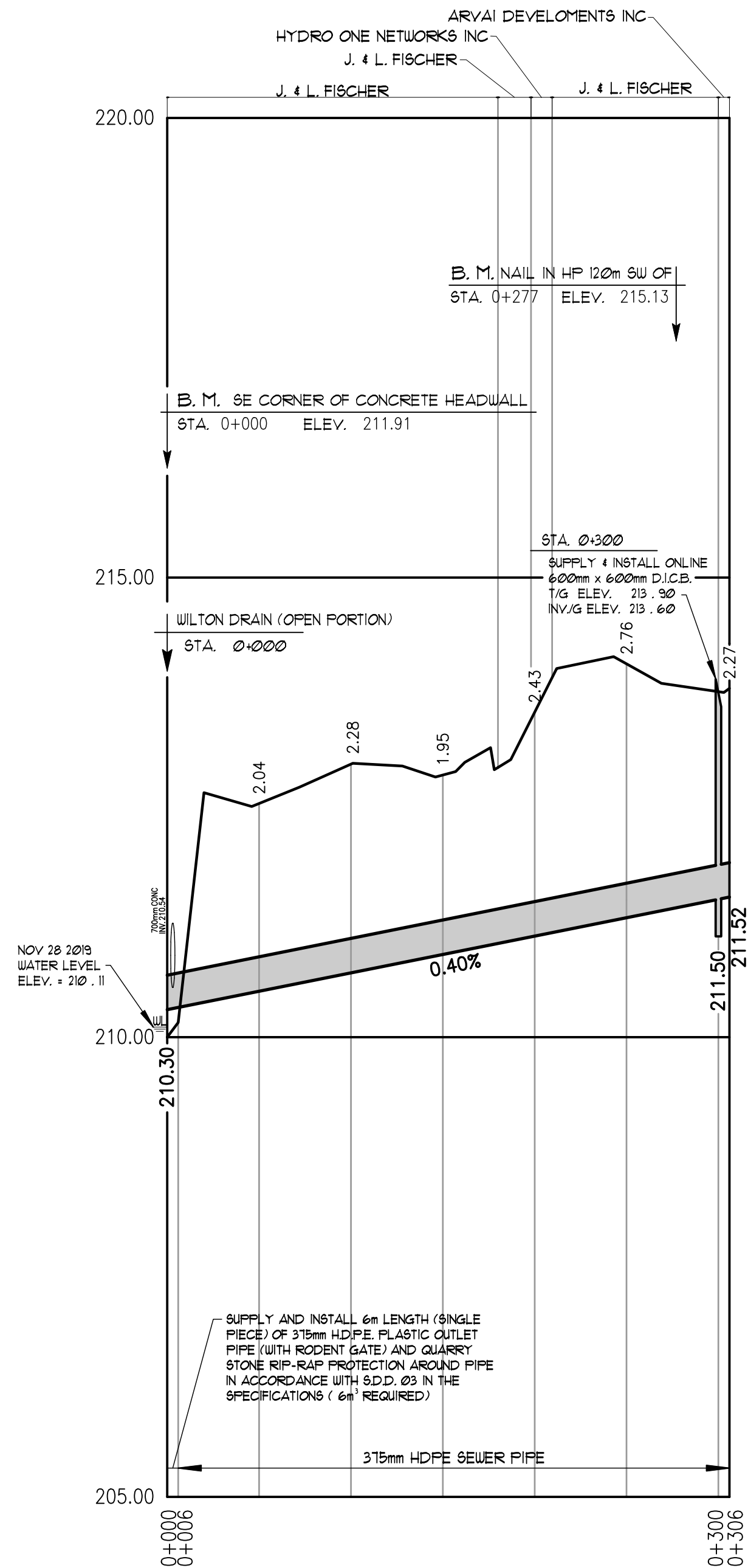
LOT 18



PLAN SCALE 1 : 1,000

LOT LEGEND		
ROLL No.	OWNERSHIP	HECTARES OWNED
1) 1-095	N. & M. MCCOLL	0.12
2) 1-095-02	J. & K. KELLY	0.11
3) 1-095-03	J. & J. PRINCE	0.08
4) 1-095-04	L. & N. LABADIE	0.08
5) 1-095-05	J. & M. DA MOTA	0.10
6) 1-119	D. KEKYS	0.10

PLAN LEGEND	
	LIMIT OF WATERSHED AREA
	PROPOSED DRAINAGE WORKS
	EXTERIOR OR INTERIOR WATERSHED
	TO BE INCLUDED FOR FUTURE MAINTENANCE
	EXIST. MUNICIPAL DRAIN
	PRIVATE TILE OR SURFACE WATER RUN
	EXIST. WATERCOURSE OR PRIVATE DITCH
10 - 023 J. 84TH 40.9 HA. HECTARES OWNED	



MAIN DRAIN

SCALE : HOR 1 : 2,500
VERT. 1 : 50

GENERAL NOTES

- 1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.
 - 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:
CLOSED PORTIONS 15 meters
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE 10m.
 - 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.
 - 4/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
b) CONTRACTOR TO NOTIFY ALL UTILITIES 12 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.
 - 5/ ALL TREES, SCRUB, BRUSH, ETC. TO BE CLEARED AND GRUBBED IN ACCORDANCE WITH 'SECTION B.3 AND C.4' SPECIFICATIONS.
 - 6/ RIP-RAP TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH 'SECTION A.12' IN THE SPECIFICATIONS.
 - 7/ TURF REINFORCEMENT MAT SHALL BE 'NORTH AMERICAN GREEN C 350' OR APPROVED EQUAL. MAT SHALL BE INSTALLED ON SEDED BANK IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS WITH THE FOLLOWING EXCEPTIONS:
a) STAPLES TO BE 200mm LONG AND SHALL BE INSTALLED TO MANUFACTURER'S 'D' PATTERN
b) MAT TO BE KEYED 300mm BELOW DITCH BOTTOM, 200mm INTO BANK SLOPE AT UPSTREAM LIMIT AND SHALL BE STAPLED 200mm BELOW TOE OF BANK.
 - 8/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.
- ### CLOSED PORTIONS
- 9/ ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO 'SECTION C.1' IN THE SPECIFICATIONS.
a) SEWER PIPE TO BE H.D.P.E. PLASTIC 300 KPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO CSA 1026-08), PVC ULTRA RIB OR PVC SDR 35
 - 10/ ALL CATCHBASINS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH 'SECTION C.16' IN THE SPECIFICATIONS, EXCEPT AS FOLLOWS:
 - 11/ EXACT LOCATION OF NEW DRAIN TO BE DETERMINED AT TIME OF CONSTRUCTION BY DRAINAGE SUPERINTENDENT OR ENGINEER.
 - 12/ SILT FENCE TO BE PLACED ACROSS DITCH BOTTOM AT STA. 0+000 DURING CONSTRUCTION TO PREVENT SILT FROM FLUSHING DOWNSTREAM, AND ARE TO BE MAINTAINED AS NECESSARY DURING CONSTRUCTION. SILT FENCE AND SILT TO BE REMOVED AND DISPOSED OF AFTER CONSTRUCTION.

Municipality of West Elgin

ARVAI DRAIN

Drainage Superintendent: TOM MOHAN 519-785-0560	No.	REVISIONS	DATE

Drawn By: NW	Field Book	JOB No.	Drawing No.
Date: AUG. 10, 2020	G.F.S.	219204	1 of 1

PLAN, PROFILE, & DETAIL

SPRIET ASSOCIATES LIMITED
LONDON CONSULTING ENGINEERS
155 YORK STREET - LONDON (519) 672-4100 - NEA 1A8



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-67

Being a By-Law to Appoint Signing Officers for the Municipal Bank Accounts

Whereas Section 11(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides a municipality with authority to pass by-laws regarding the financial management of the municipality; and

Whereas Section 23.1 of the *Municipal Act, 2001*, S.O. 2001, authorizes the municipality to delegate its powers and duties under the *Municipal Act*, subject to certain requirements;

Whereas all cheques of The Corporation of the Municipality of West Elgin (the “Corporation”) be drawn in the name of the Corporation; and

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

1. That the authorized bank Signing Officers on behalf of the Corporation are:
 - i. The Mayor
 - ii. The CAO/Treasurer
 - iii. The Deputy Mayor
 - iv. The Manager of Operations & Community Services

Cheques

2. That all cheques of the Corporation shall be drawn in the name of the Corporation and shall be jointly signed by the CAO/Treasurer and Deputy Mayor.
3. That the Corporation shall designate the Mayor to sign cheques in the event that the Deputy Mayor is not available; and the Manager of Operations & Community Services if the CAO/Treasurer is not available.
4. That all Municipal cheques shall be signed manually by both signing officers.

Electronic Funds Transfer and On-Line Payments

5. That the supporting documentation required for each Electronic Funds Transfer (EFT) issued by the Municipality shall be authorized by two (2) of the signing officers.
6. That once an EFT has been authorized in accordance with Section 5, the electronic file shall be released and transmitted to the Bank by the Treasurer.
7. The supporting documentation required for each On-line payment issued by the Municipality shall be authorized by the Treasurer.
8. That the Municipality designate any one (1) of the individuals holding the following positions to authorize and release payroll and payroll related transfers to the Bank:
 - i. CAO/Treasurer
 - ii. Payroll Clerk

General Banking

9. That the CAO/Treasurer be authorized and directed to give instructions, to provide verifications and approvals on behalf of the Municipality to the Bank and to be authorized to sign and deliver a service requests or other banking agreements.
10. That the CAO/Treasurer be authorized on behalf of the Municipality to arrange, settle and balance all accounts and financial records between the Municipality and the Bank; and to receive all other negotiable instruments or other electronically produced data.

General

11. That the Treasurer shall arrange for the authorized bank of the Corporation, at which an account of the Corporation is kept, to be furnished with a copy of this By-Law certified by the Clerk under the Corporate Seal and from time to time with specimens of facsimiles of the signature of persons having authority to sign cheques on behalf of the Corporation.
12. That this By-Law hereby repeals By-law 2018-85, passed on December 3, 2018.
13. That this By-Law comes into force and effect on the day that it is passed

Read a first, second, and third time and finally passed this 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-68

A By-law to adopt and maintain a policy with respect to Short Term Acting Positions.

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

Whereas the Council of The Corporation of the Municipality of West Elgin has deemed it expedient to adopt a policy with respect to Short Term Acting Positions;

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

1. That the Policy regarding Short Term Acting Positions, identified as Schedule 'A' attached hereto is authorized and approved.
2. That this by-law shall come into force and effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Municipality of West Elgin

Schedule “A” to By-Law #2020-68

Policy #2020-10 Short-Term Acting Positions

Effective Date: September 24, 2020

Review Date:

Policy Statement

This policy establishes short-term acting positions in the absence of a Supervisor and CAO/Treasurer.

Policy

In the absence of one of the Supervisors in the Operations & Community Services Department for a period of one or more days the Supervisor II shall assume the acting responsibilities for the specified period of time.

The delegation of the responsibilities and duties shall allow for a 10% addition to the Supervisor II hourly wage for the specified period of time.

In the absence of the CAO/Treasurer for a period of one or more days the Clerk would be in charge, unless specified in writing.

Responsibilities

The CAO/Treasurer and Manager of Operations & Community Services shall follow this policy.



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-69

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 11149 Blacks Road.

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 Rural Residential (RR)** for those lands outlined in heavy solid lines and described as A2 and RR on Schedule "A" attached hereto and forming part of this By-law, being Concession 9, Part of Lot 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 24th day of September 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Lands
to be
Zoned A2

Lands
to be
Zoned RR

BLACKS RD

MARSH LINE

This is Schedule "A" to By-law No. 2020-69
passed on the 24th day of September, 2020

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 45



0 40 80

Meters





MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-70

A By-law to Authorize the Execution of an Agreement between Robert Bryce 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 Robert Bryce for the purposes of providing Human Resources Consulting; 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 Robert Bryce, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and CAO/Treasurer are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on September 24, 2020.

Read a first, second, and third time and passed this 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

This Agreement made in triplicate on this 1st day of September, 2020.

Between:

The Municipality of West Elgin
(hereinafter "West Elgin")

Of The First Part

And:

Robert Bryce
(hereinafter "Consultant")

Of The Second Part

WHEREAS West Elgin and the Consultant have agreed to engage the consultant to provide certain prescribed services to West Elgin for a fixed term as an independent contractor and not as an Employee;

AND WHEREAS West Elgin and the Consultant have reached a consensus as to the terms and conditions for such Services and wish to reduce that consensus to writing;

NOW, THEREFORE, the Parties hereto covenant and agree as follows:

Services

1. West Elgin hereby retains the Consultant and the Consultant agrees to provide and render to West Elgin the Services set forth in Schedule "A" hereto in relation to the Project.
2. At all times during the Term of this Agreement, the Consultant shall perform and render the Services to West Elgin in an honest, fair, and professional manner, exercising skill and discretion in keeping with the standards of its business and industry.

Term

3. The Consultant shall commence provision of the Services to West Elgin on or effective September 1, 2020 and shall continue to provide such Services until August 31, 2021 unless this Agreement is otherwise terminated pursuant to Section 24 below.

Fees

4. As a retainer for the term of this agreement, West Elgin shall pay to the Consultant TWO THOUSAND FIVE HUNDRED DOLLARS (\$2500) plus applicable Harmonized Sales Tax ("HST"). In addition, and subject to that set forth in section 5 below, the Consultant shall be paid an hourly fee of ONE HUNDRED AND TWENTY DOLLARS (\$120.00) for the Services rendered pursuant to this Agreement, which fee shall include compensation for all such Services and any related or associated expenses (excluding travel and/or mileage charges, any extraordinary expenses as contemplated in section 5 below and HST).

Extraordinary Expenses

5. With the prior approval of the Chief Administrative Officer ("CAO") and/or Mayor for West Elgin, the Consultant may be reimbursed for extraordinary expenses received in performance of the Services.

Invoices

6. On or before the 15th day of each month during the Term of this Agreement, the Consultant shall render to West Elgin and invoice for any fee and/or extraordinary expense as provided for in sections 4 and 5 above and as chargeable to West Elgin for the Services rendered during the previous calendar month, within which invoice the Consultant shall also charge any applicable tax, including in particular HST.
7. Upon demand by West Elgin, the Consultant shall produce documentation to support any fee or extraordinary expense charge within any invoice rendered pursuant to section 6 above.
8. Save and except for any amount for which documentary support has been requested or as otherwise disputed by West Elgin, West Elgin shall pay the amount charged by the Consultant in any invoice rendered pursuant to section 6 above within thirty (30) days of actual or presumed receipt of such invoice.

Payment to Government Agencies

9. The Consultant shall be responsible for and shall pay, in timely fashion, all monies owing and payable to any government agency in respect of Fees charged and/or received from and/or extraordinary expenses reimbursed by West Elgin pursuant to this Agreement, including but not limited to any applicable tax liability.

Independent Contractor

10. The Parties hereto agree and acknowledge that neither the Consultant nor any person employed or directed or to be subcontracted by the Consultant in respect of or for provision of any one or more of the Services contemplated by this Agreement is not and will not be constituted as an employee of West Elgin. The Parties hereto further agree and acknowledge that, at all times when rendering the Services to West Elgin, the Consultant shall be an Independent Contractor.

Insurance

11. West Elgin recommends that the Consultant carry adequate health, auto, and liability insurance.
12. Before commencing work under this Agreement, the Consultant will deliver to West Elgin a certificate of insurance which confirms and details the coverages as carried in satisfaction of section 12 above, which insurance coverages name West Elgin as an additional insured as its interests may appear in respect of this Agreement and which insurance coverages provide a 30 day notice period for cancellation or reduction in coverage or limits.
13. If section 12 above has been deleted by being crossed out and initialed by the Parties Hereto, the Consultant specifically agrees to otherwise carry such adequate health, auto, and liability insurance as is required or common practice in his, her, or its trade, business, or industry.

Indemnification

14. West Elgin shall indemnify and hold harmless the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, from all claims, demands, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, may incur or suffer as a result of or relating to either any act of negligence by West Elgin, including its Mayor, Councillors, administration, consultants, contractors, employees, servants, or agents, and/or any act by the Consultant, or any person employed or subcontracted or otherwise acting under direction therefrom, taken in good faith and in the performance of any duty, obligation, authority, or power contemplated by this Agreement.
15. The Consultant shall indemnify and hold harmless West Elgin, including its Mayor, Councillors, administration, consultants, contractors, employees, servants, or agents from all claims, demands, actions, losses, expenses, costs, or damages of every nature and kind whatsoever which any such one or combination of indemnified party or parties may incur or suffer as a result of or relating to any act of the Consultant, or any person employed or

subcontracted or otherwise acting under direction therefrom, not done in good faith in the performance or intended performance of any duty, obligation, authority, or power contemplated by this Agreement.

Confidential Information

16. The Consultant acknowledges that, in the course of fulfilling his, her, or its duties hereunder, he, she, or it may have access to and/or be entrusted with confidential information, the disclosure of which would be detrimental to West Elgin. The Consultant further agrees that the duty to maintain the confidentiality of such information constitutes a proprietary right which West Elgin is entitled to protect. Accordingly, the Consultant agrees that he, she, or it will not, during the continuance of this Agreement, disclose any such confidential information to any person, firm, or corporation, nor shall he, she, or it use, copy, transfer, photograph, or destroy same and thereafter will not disclose or make use of such confidential information. The Consultant agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transferring, photographing, or destruction of any confidential information.
17. The Consultant agrees and acknowledges that, for purposes of this section and Agreement, "confidential information" includes but is not limited to the following: work product whether generated by the Consultant or others, internal personnel records of West Elgin, contracts, and all information which becomes known to the Consultant as a result of this Agreement, even if such information is not identified as confidential so long as the Consultant knew or ought to have known such information was confidential. "Confidential information" does not include the general skills and experience gained during the engagement of the Consultant which the Consultant could reasonably have been expected to acquire in similar employment or engagement or which was publicly known without any breach or violation of this Agreement.
18. The Consultant agrees and acknowledges that all documentation containing Confidential Information in the Consultant's possession will be returned to West Elgin within five (5) days of the termination or expiry of this Agreement or otherwise upon request by West Elgin.
19. The Consultant agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either Party hereto and/or the termination or expiry of this Agreement. Furthermore, the Consultant agrees and acknowledges that any dissemination of Confidential Information or use of Confidential Information for personal gain will cause West Elgin irreparable harm that will not be compensated for by damages alone.

20. The Consultant acknowledges that any breach or threatened breach of this section by the Consultant will entitle West Elgin to terminate this Agreement forth with in accordance with section 24 below; provided that, if this Agreement is terminated pursuant to section 24 below and as a result of breach or threatened breach of this section by the consultant, then such termination shall be completed without notice to the Consultant and without compensation payable to the Consultant in lieu of any such notice.

Personal Information Protection

21. The Parties hereto acknowledge that, in performance of the Services contemplated by this Agreement, the Consultant may be provided with or otherwise obtain access to personal information collected, used, or disclosed by West Elgin for municipal or business purposes. The Consultant shall not access, use, disclose, or otherwise make available any such personal information except as permitted to do so by West Elgin while undertaking the Services contemplated by this Agreement.

Municipal Freedom of Information and Protection of Privacy Act (Ontario)

22. Notwithstanding that set forth in sections 17 to 22 above and without seeking to limit, restrict, or otherwise interfere with any duty, obligation, right, or entitlement under or the application of any provision pursuant to the Municipal Freedom of Information and Protection of Privacy Act, RSO 1990, c. M. 56, as amended, (hereinafter "MFIPPA"), the Consultant,

- (a) agrees and acknowledges that the provisions of MFIPPA may apply to any records in his, her, or its possession as a result of or pursuant to performance of services as contemplated hereunder; and,
- (b) agrees and acknowledges that any information or documentation he, she, or it provides to West Elgin for the purposes of this Agreement will be subject to MFIPPA and, where required, may be disclosed, including notwithstanding the Consultant's request or demand that such information and documentation remain confidential.

Termination

23. This Agreement and the relationship between the Parties hereto shall be terminated in each of the following circumstances:

- (a) at the option of West Elgin for convenience, after giving four (4) weeks prior written notice to the Consultant;
- (b) at the option of West Elgin, forthwith upon written notification to the Consultant if the Consultant becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or if a receiver is appointed in respect of the property of the Consultant or if the Consultant is otherwise unable to carry on business;

- (c) at the option of West Elgin and forth with upon giving written notice to the Consultant by virtue of a material breach of this Agreement by the consultant which has gone unresolved for a period of not less than five (5) days after written notice of such breach was delivered by West Elgin to the Consultant;
- (d) at the option of the Consultant for convenience, after giving four (4) weeks prior written notice to West Elgin; and,
- (e) by mutual consent and agreement of the Parties hereto.

24. Termination of this Agreement will not affect any rights, duties, or obligations arising hereunder in relation to any provision intended to survive such termination and, further thereto, such provisions otherwise remain in full force and effect.

Dispute Resolution

25. In the event of any dispute arising out of or relating to this Agreement or the retainer of the Consultant by West Elgin for purposes as contemplated herein, the Parties agree to engage in prompt and serious good faith discussions to resolve such dispute. If such discussions fail to resolve the said dispute within a period of twenty-one (21) days, then the Parties, or either of them, shall be at liberty to terminate this Agreement pursuant to sections 24 and 25 above.

Enurement and Assignment

26. This Agreement shall be binding upon the Parties hereto and their respective heirs, executors, successors, and assigns, as the case may be, including but not limited to any successor government into which West Elgin may hereafter be merged, unified, or consolidated.

27. This Agreement may not be assigned by the Consultant.

Entire Agreement

28. This Agreement constitutes the entire agreement between the Consultant and West Elgin for purposes as stated herein, superseding in all respects any and all prior oral or written agreements or understandings between the Parties, including but not limited to any prior agreements pertaining to or involving employment of the Consultant by West Elgin.

Amendment and Waiver

29. Any waiver, modification, or amendment of this Agreement must be in writing and signed by the Parties hereto.

Severability

30. In the event that any of the provisions of this Agreement are held or found to be invalid or unenforceable, in whole or in part, all other provisions of this Agreement will nevertheless continue to be valid and enforceable with the invalid or enforceable parts thereof severed from the remainder of this Agreement.

Governing Law

31. This Agreement shall be governed by and construed as in accordance with the laws applicable in the Province of Ontario.

Titles / Headings

32. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Notice

33. Any notice required to be given under this Agreement shall be delivered personally to the opposite Party, or shall be deemed delivered personally to such Party no less than five (5) days after such notice was deposited in the mail, postage prepaid addressed as follows:

To West Elgin: The Municipality of West Elgin
 22413 Hoskins Line,
 Rodney, Ontario
 N0L 2C0 (Attention: Chief Administrative Officer)

To Consultant: 1773 Tigerlily Road
 London, Ontario
 N6K 0A2

Independent Legal Advice

34. The Consultant acknowledges that he, she, or it has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he, she, or it fully understands the nature of and agrees voluntarily to the provisions of this Agreement.

Signed, Sealed, and Delivered)
In The Presence Of) The Municipality of West Elgin
) per: _____
) Name:
) Position:
)
)
) per: _____
) Name:
) Position:
)
) We have authority to bind the Corporation
)
)
)
)
)
)
_____) _____
Witness) Robert Bryce
)
)
)
)
)

Schedule "A"

1. General Human Resources support.
2. Other Human Resource Services as directed by the Mayor and/or Chief Administrative Officer for West Elgin.



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-71

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on September 24, 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 September 24, 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 24th day of September, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk