



Municipality of West Elgin

Agenda

Council Meeting

Date: December 17 2020, 9:30 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. Adoption of Agenda

Recommendation:

That West Elgin Council hereby adopts the Agenda as presented.

3. Public Meeting

Recommendation:

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

3.1. Staff Report

3.1.1. H. James, Planner - Zoning Report 26591 Downie Line

10

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 26591 Downie Line, File No. D14 08-2020; 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.

3.2. Public Comments

3.3. Council Comments

3.4. Close of Public Meeting

Recommendation:

That West Elgin Council hereby closes the public meeting at _____ a.m. and reconvenes in the Regular Meeting of Council.

4. Fire

4.1. J. McArthur, Fire Chief - Monthly Report – November

18

Recommendation:

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

5. 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) of the *Municipal Act, 2001*, consideration will be given to personal matters about identifiable individual(s) including a municipal or local board employee(s).

6. Report from Closed Session

7. Disclosure of Pecuniary Interest

8. Adoption of Minutes 21

Recommendation:

That the Minutes of the Special Meeting of Council on November 23, 2020 and the Regular Meeting of Council on November 26, 2020 be adopted as circulated and printed.

9. Business Arising from Minutes

10. Staff Reports

10.1. Health and Safety

10.1.1. J. Simpson, Health and Safety Coordinator - 2020 Year End Health and Safety Report 42

Recommendation:

That West Elgin Council hereby receives the report from Jamie Simpson, Health and Safety Coordinator re: Final Health and Safety Report 2020 for information purposes.

10.2. Building

10.2.1. J. Morgan-Beunen, CBO - Building Activity Report November 2020 44

Recommendation:

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

10.3. Operations & Community Services

10.3.1. L. Gosnell, Manager of Operations and Community Services - November 2020 – Monthly Report 59

Recommendation:

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

10.3.2.	L. Gosnell, Manager of Operations and Community Services - Tree Replacement Program	62
	Recommendation: That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services; and That Council supports the continuation of West Elgin's tree giveaway program for spring 2021.	
10.3.3.	L. Gosnell, Manager of Operations and Community Services - 2021 Blue Flag Beach Renewal	64
	Recommendation: That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services re: 2021 Blue Flag Beach Renewal; and That West Elgin Council direct staff to _____.	
10.3.4.	L. Gosnell, Manager of Operations and Community Services - Industrial Boiler Water Usage	65
	Recommendation: That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services; And That Council approves the elimination of sewage charges on municipal water which is metered separately and used for industrial boiler systems, effective immediately.	
10.4.	Clerk's	
10.4.1.	J. Nethercott, Clerk - Council Meeting Options	68
	Recommendation: That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Council Meeting Options for information purposes.	

10.4.2. J. Nethercott, Clerk - Privacy Breach Policy

83

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk Re: Privacy Breach Policy; and

That West Elgin Council hereby adopt the Privacy Breach Policy as presented.

10.5. Finance/Administration

10.5.1. M. Badura, CAO/Treasurer - Water and Sewage Flat Rate Analysis

93

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer regarding Water & Sewage Flat Rate Analysis; and

That West Elgin Council hereby chooses one of the following four options:

Option 1 – Do nothing.

Option 2 – Provide Relief to All Multi-Residential Property Owners and offset lost revenue to residential, commercial and industrial class.

Option 3 – Adopt Township of Southwold Model for Multi-Residential Property Owners.

Option 4 – Adopt Township of Malahide model for Multi-Residential property owners.

10.5.2. M. Badura, CAO/Treasurer - 2020 Completed Projects and Initiatives

97

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: 2020 Completed Projects for information purposes.

- 10.5.3. M. Badura, CAO/Treasurer - Amend Fire Schedule of Fees & Charges By-Law** 100
- Recommendation:
That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Amend Fire Schedule of Fees & Charges By-Law; and
- That West Elgin Council hereby consider the proposed by-law in the by-law portion of the agenda.
- 10.5.4. M. Badura, CAO/Treasurer - Extension of Audit Services** 102
- Recommendation:
That West Elgin Council hereby receives the report from M. Badura, CAO-Treasurer re: extension of audit services; and
That Council hereby agrees to extend the external audit services for the five (5) year period of 2021-2025 to engage Scrimgeour & Company Chartered Accountant at a cost of \$18,500 plus \$2,500 for the preparation of the EFIR/MPMP submission.
- 10.5.5. M. Badura, CAO/Treasurer - Municipal Office Renovations** 106
- Recommendation:
That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Municipal Office Renovations; and
- That West Elgin Council hereby approve the request to prepare a Request for Proposal for the Municipal Office Renovations to be issued in early 2021.
- 10.5.6. M. Badura, CAO/Treasurer - 2021 Municipal Insurance Renewal** 109
- Recommendation:
That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2021 Municipal Insurance Renewal and approve the premium of \$273,041.00 plus applicable taxes for the 2021 renewal period.

11.	Committee and Board Report	
11.1.	West Elgin Community Centre Board of Management	
11.1.1.	Minutes of November 17, 2020	150
11.1.2.	Agenda - December 9, 2020	158
11.2.	Tri-County Water Board	
11.2.1.	Agenda - December 15, 2020	160
11.3.	Four Counties Transit Committee	
11.3.1.	Minutes September 21, 2020	162
11.3.2.	Agenda December 1, 2020	165
11.4.	Councillor Reports from Committees	
12.	Accounts	
	Recommendation:	
	That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #12 amounting to \$470,056.95 in settlement of General, Road, Water and Arena Accounts (including EFT#3302-3373 Cheque# 25599-25615, online Payments# 569-583 and Payroll PP25).	
13.	Other Business	
13.1.	Statement/Inquires by Councillors	
13.2.	Notice of Motion	
13.3.	Matters of Urgency	
14.	Correspondence	
14.1.	County of Elgin 2021 Budget Survey Results	167
14.2.	Lower Thames Valley Conservation Authority - Media Release	224
14.3.	Peter Julian, MP - Request for Endorsement of Canada Pharmacare Act	226
14.4.	Municipality of Southwest Middlesex - CN Drainage Resolution	231

14.5.	City of Hamilton - Cap on Gas Plant and Greenhouse Gas Pollution	233
14.6.	Township of Matachewan - Grant deadline extensions	235
14.7.	Ontario Farmers Network - Press Release	237
14.8.	Councillor Tellier - Concerns with access to pool parking lot	238
14.9.	Rodney Shuffleboard and Carpet Bowlers - Request to reduce rental fee	239
15.	By-Laws	
15.1.	By-Law 2020-91 - OCWA Renewal Agreement	241
	Recommendation: That By-law 2020-91, being a By-law to Authorize the Execution of a Renewal of Service Agreement between Ontario Clean Water Agency and The Corporation of the Municipality of West Elgin, be read a first, second and third and final time.	
15.2.	By-Law 2020-92 - Adopt Privacy Breach Policy	280
	Recommendation: That By-law 2020-92, being a by-law to adopt and maintain a policy with respect to Privacy Breaches, be read a first, second and third and final time.	
15.3.	By-Law 2020-93 - Amend Fire Fees and Charges	290
	Recommendation: That By-law 2020-93, being a by-law to amend By-Law 2020-87 to provide for various fees and charges for the Municipality of West Elgin for 2021, be read a first, second and third and final time.	
15.4.	By-Law 2020-94 - Employee Remuneration for 2021	292
	Recommendation: That By-law 2020-94, being a by-law to set rates of remuneration for Municipal Employees for the Calendar year of 2021, be read a first, second and third and final time.	

15.5. By-law 2020-95 - Amend Zoning for 2651 Downie Line

297

Recommendation:

That By-Law 2020-95 being a by-law to amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 26591 Downie Line, be read a first, second and third and final time.

16. Confirming By-Law

299

Recommendation:

That By-Law 2020-96, being a by-law to confirm the proceedings of the Regular Meeting of Council on December 17, 2020, be read a first, second and third and final time.

17. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 9:30 a.m. on January 14, 2021 or at the call of the Chair.



Staff Report

Report To: Council Meeting
From: Heather James, Planner
Date: 2020-12-17
Subject: Zoning Report 26591 Downie Line

Recommendation:

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 26591 Downie Line, File No. D14 08-2020; 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 Municipality of West Elgin Comprehensive Zoning By-law 2015-36 to facilitate the severance of a surplus farm dwelling. The application was submitted by the owners, Antonius and Petronella Veldman.

The subject lands are situated on the south side of Downie Line and the west side of Dunborough Road, in the former Township of Aldborough. The lands are legally described as Concession 7, Part of Lot 24, in the geographic Township of Aldborough, and known municipally as 26591 Downie Line.

County of Elgin Land Division Committee conditionally approved the associated severance application (File No. E 34/20) on October 28, 2020 and no appeals were received.

Background:

The severed parcel will have an area of 0.741 ha (1.83 ac.), a frontage of 45.07 m (147.85 ft.) along the south side of Downie Line and an irregular depth of 103.82 m (340.60 ft.). The severed parcel contains a habitable residential dwelling and shed and is serviced with municipal water and private septic system (identified on the attached Sketches #1 and 2).

The retained parcel will have an area of 39.5 ha (97.6 ac.), a frontage of 499.0 m (1,637.14 ft.) along the south side of Downie Line and an irregular depth of 667.5 m (2,189.96 ft.). The retained parcel is vacant with no services and is used for agricultural use (identified on the attached Sketch #2).

Agricultural and non-farm residential uses surround the subject lands. The Government Municipal Drain #1 runs through the lands. A woodland is located in the southeast corner of the lands. A non-farm residential parcel was severed from the subject lands in 1975. The parcel is now vacant.

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, 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 43 of the Municipality of West Elgin Zoning By-law No. 2015-36.

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

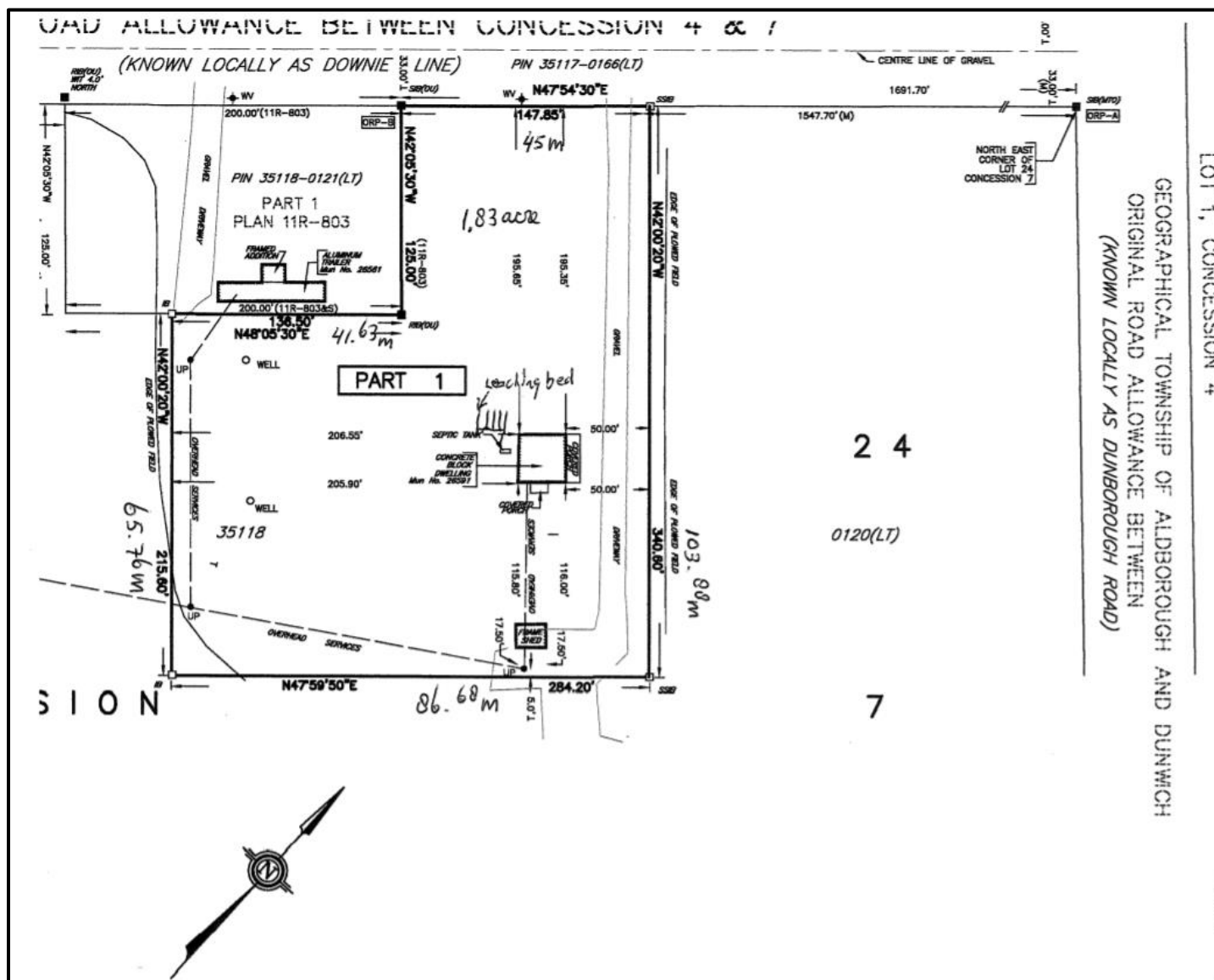
Related Documents:

County of Elgin Land Division Committee severance file no. E 34/20.

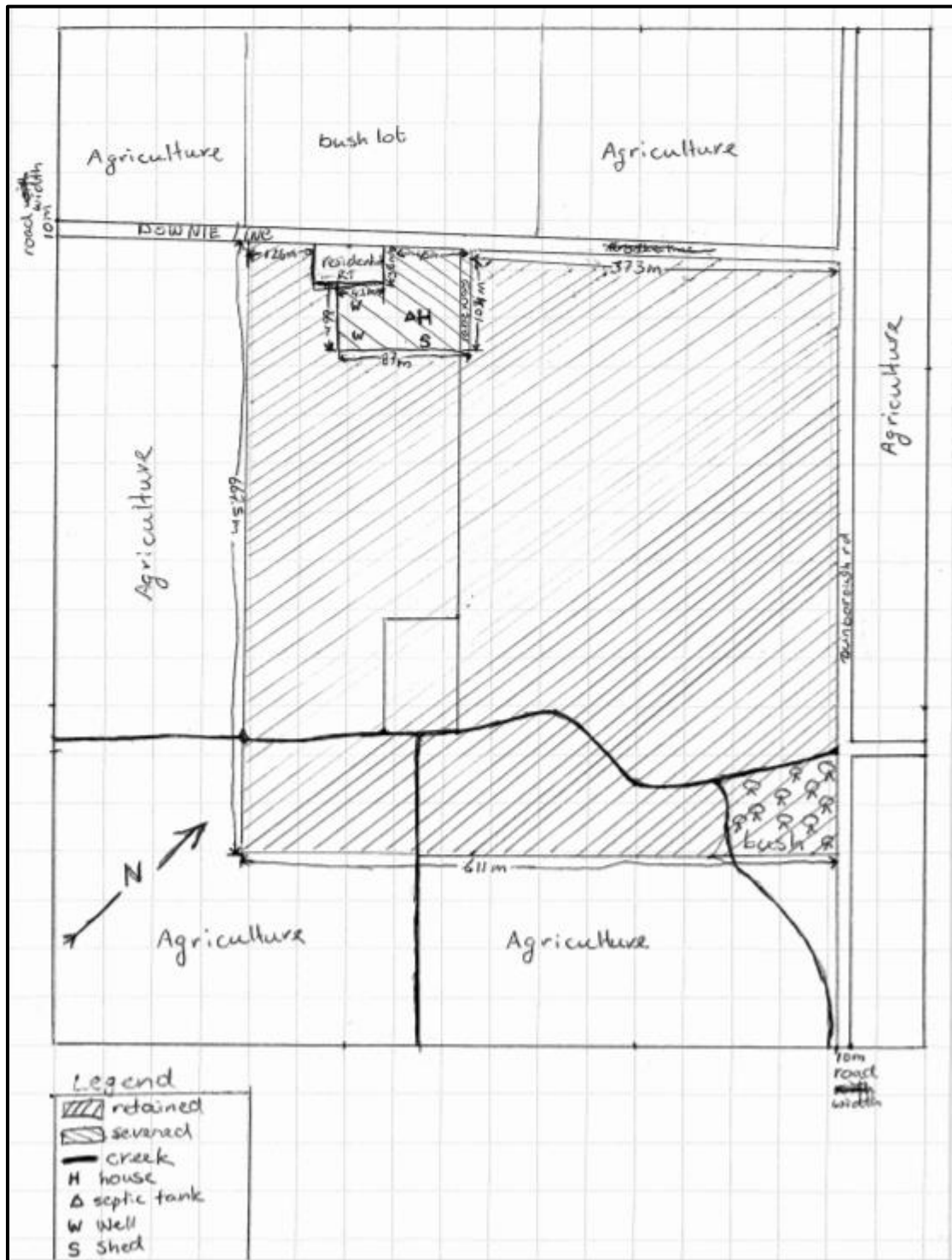
Key Map



Sketch #1



Sketch #2



Report Approval Details

Document Title:	Zoning Report 26591 Downie Line - 2020-36-Planning.docx
Attachments:	<ul style="list-style-type: none">- 26591 Downie Line.pdf- 2020-xx - ZBA 26591 Downie Line.docx
Final Approval Date:	Dec 15, 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 26591 Downie Line.

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

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

1. That Schedule "A" Map 43 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **Agricultural (A2) Zone and Restricted Agricultural (A3)** for those lands outlined in heavy solid lines and described as A2 and A3 on Schedule "A" attached hereto and forming part of this By-law, being Concession 7, Part of Lot 24, 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 17th day of December 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



DOWNIE LINE

Lands
to be
Zoned A3

Lands
to be
Zoned A2

DUNBOROUGH RD

This is Schedule "A" to By-law No. 2020-
passed on the 17th day of December, 2020

MAYOR

CLERK

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



0 80 160

Meters





Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2020-12-17
Report: 2020-09
Subject: Monthly Report – November

Recommendation:

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

Purpose:

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

Background:

Emergency Responses

Motor Vehicle Collision (MVCs)	3	2 on Hwy 401 including 1 extrication
Fire	1	Vehicle
Alarms Sounding	4	Carbon Monoxide, Fire Alarm
Other	2	Wires arcing, unattended burn
TOTAL	10	

Training & Meetings

Training topics included Natural Gas Awareness, small engine and tool maintenance, vehicle stabilization and auto extrication. Firefighters are currently enrolled in online courses through the Ontario Fire College and one firefighter completed an NFPA 1021 Fire Officer Level 1 course in Oxford County.

A Station #2 West Lorne officers meeting was held. Most of the meeting included budget discussions.

Participation in the 2021 NFPA 1001 Firefighter Recruit Course in Oxford County is planned for two new recruits and three existing members with a January 2021 start date.

Other Activities/Information

Firefighters participated in a County wide holiday fire safety messaging video project, to be posted on social media in December.

Fire extinguisher staff training was held at a local business, utilizing the County burn tray.

Interviews have been completed for the 2021 probationary firefighter recruitment. Offers for immediate openings and for spots on a waiting list are being made.

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Monthly Activity Report - November - 2020-09-Fire.docx
Attachments:	
Final Approval Date:	Dec 15, 2020

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

Jana Nethercott



Municipality of West Elgin

Minutes

Special Meeting of Council

November 23, 2020, 7:00 p.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
H. James, Planner

Also Present: Gary Blazak, Planner
Bill Veitech, Engineer MTE Consultants Inc.
Dave Hayman, Biologist MTE Consultants Inc.

1. Call to Order

Mayor Duncan McPhail called the meeting to order at 7:01 p.m.

2. Adoption of Agenda

Mayor McPhail read a list of rule for the meeting.

Resolution No. 2020- 387

Moved: Deputy Mayor Leatham

Seconded: Councillor Cammaert

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Public Meeting

Resolution No. 2020- 388

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council proceed into a Public Meeting pursuant to Sections 51 and 34 of the *Planning Act* and to review a Draft Plan of Subdivision and Zoning By-law Amendment.

Carried

4.1 Purpose of the Public Meeting

The purpose of the meeting was read aloud by the Clerk.

4.2 Presentations

4.2.1 H. James, Municipal Planner

Planner Heather James presented the the draft plan of subdivision and rezoning for the purposed Seaside Development and explained the next steps in the process.

4.2.2 G. Blazak, Proponent Planner

Mr. Blazak recapped the Environmental Assessment that has been recently approved by the Ministry of the Environment and provided an explanation of the Draft Plan of Subdivision that is being purposed.

4.3 Public Comments and Questions

4.3.1 In Person Comments and Questions

A. Willie, resident - Mr. Willie stated he is the property owner adjacent to 22714 Douglas Line, which is included in the Seaside Development. Mr. Willie wanted to know seeing as there is no visible entrance to Block 13 on the draft plan, will this lot be used as an additional entrance to the development due to the size of the

property? If so he stated he is concerned with the amount of traffic on a dead end road. Mr. Blazak stated at this time there have been no individual lots created as the development is not at that stage yet and details of what is proposed on each block will come later.

N. Miller, resident - Mr. Miller stated that he assumes the Municipality will be assuming the wastewater treatment plant that is planned and he would like to inquire if there have been the ongoing costs of having this plant have been explored? Will the Municipality get their own experts to examine the plant to ensure its build and maintained properly? H. James, Municipal Planner stated that the Municipality has engaged engineers to review any plans once they are produced, however we are not at this point yet.

N. Miller, resident - Mr. Miller requested confirmation that Mr. Blazak was once a municipal planner on the Port Glasgow Secondary Plan? Mr. Blazak stated that he did in fact take over part of the work for the Secondary Plan due to the previous planner's illness, however the majority of the work was completed by the other planner.

R. Begin, resident - Mr. Begin inquired if the wastewater treatment plant is going to discharge into 16 Mile creek, how will this affect the swimming at Port Glasgow Blue Flag Beach? Also 16 Mile creek is often blocked up in the summer, could this pose a health risk for swimming? Mr. Veitch, Engineer, MTE Consultants stated that the run off of the wastewater plant was studied by the Ministry of the Environment and that testing will be required during the operation and building of the wastewater treatment plant. The final design of the plant has not been completed and more information will need to be provided to the Ministry of the Environment along with detailed plans as part of the requirements prior to the building of the wastewater treatment plant. As this plant will be located close the lake, the Ministry will have stringent rules set and if any breach is detected the party responsible would be the owner of the plant, which must be operated by licensed operators. The Condominium corporation will be the owner of the wastewater treatment plant, not the municipality.

Mr. Willie inquired if the process for the wastewater treatment plant has been used elsewhere in Canada? Mr. Veitch stated that the

methodology and processes that are planned and they have been accepted in Ontario.

Councillor Cammaert inquired how long this methodology should last? Mr. Veitch stated that he is unable to give specifics, however it is estimated that approximately 50 years.

Mr. J. Johnson, resident - why are there so many blocks and what is phase 1 and phase 2? How will this property be developed? Mr. Blazak explained that at this time there is no way of knowing when these blocks will be developed as they will be sold off to developers, however most likely the development will be done from South to North with Haven's Lake Road side first.

Mr. Begin - To clarify 16 Mile Creek being blocked by the wastewater treatment plant, how will this affect swimming?

N. Miller - have you updated studies now with the higher water levels seen these past years?

Mr. Blazak stated that he had visited the area during some high water events but not personally witnessed any flooding. Mr. Blazak further stated that there is no legal requirement for the municipality to take over the wastewater treatment plant and at this point it is being developed that it will be a privately owned facility.

4.3.2 Virtual Participant Comments and Questions

Mayor McPhail asked all virtual participants to enter their questions.

C. Glanville - inquired as to when did this process start and end? Mr. Blazak stated that specific development proposals will after be subsequent approvals that include designs, this cannot start until approval for the Draft Plan of Subdivision is received and under a normal course of events that could be received in the next one to three months and then sometime after that the municipality will be in a position to receive development proposals and move forward from there.

Mr. Blazak addressed a question about when will development start - There is no specific phasing plans as there are no proposals for development at this point, however as previous stated in all likelihood building closest to the plant is easiest for infrastructure.

Mr. Veitch addressed a question on who owns the wastewater treatment plant stating that there is no legal obligation that the municipality take over the wastewater treatment plant, the plan is that it will be owned and operated by the condominium corporation due to the fact that this is all private roads and development.

Mr. Blazak addressed a question regarding the idea four plex's and multi residential properties stating that assumptions needed to be made for calculations for the wastewater treatment plant capacity, so the developer decided to calculate on higher density development to ensure the capacity is sufficient, however once the blocks are purchased and developed, proposals will be brought forward with specifics on what is to be developed there.

Mr. Blazak addressed a question regarding adding additional lands to the development stating that there have been no attempts to add additional lands to the development and if that was to happen the process for draft plan would have to be repeated.

Mr. Blazak addressed a question regarding the use of the properties as short term rentals stating that the condominium corporation would need to address this and they tend to be stricter in their rules, but it is at their discretion.

Mr. Blazak addressed a question regarding the time line for development and stated it is unknown at this time as there are no current development proposals.

4.4 Council Comments and Questions

Councillor Rowe inquired about the impoundment of the mouth of 16 Mile Creek could you give an idea about what detail design could address the flooding issues? Mr. Veitch stated that a detailed design has not yet been completed and a design will need to be studied and method determined at that time. Currently its believed that the sand builds up without the flow of water and the continuous flow from the plant may help alleviate this, however the design must satisfy the requirements of the Ministry of the Environment prior to construction. Councillor Rowe stated that in the Environmental Assessment stated that no order will come from this facility because the tanks will be covered and did this statement take into consideration the pumping of the tanks? Mr. Veitch stated he can not answer this as there is not a detailed design, however this design has been used across Ontario and part of the requirements for the permits is a

noise and smell requirement, which will ensure that it meets the standards by the MOE.

Deputy Mayor expressed concerns over stormwater run off, access road to the wastewater plant appears to go through a wet land and that the wastewater plant may end up in municipal hands one day.

Mayor McPhail inquired do the studies that have been completed over the last number of years are there a shelf life to these? Mr. Blazak stated that only for statutory purposes, however each time a new development proposal is brought forward they will need to be revisited and updated.

Councillor Tellier inquired if the Environmental Assessment was completed about 5 years ago and inquired about what will happen to wild life in the area. Mr. Blazak stated that the Environmental Assessment could be done if a development proposal is much more detailed, however its meant as a guidance document for development.

Councillor Cammaert inquired if the higher water levels now have an impact on the ranks in the Environmental Assessment. Mr. Hayman, Biologist stated that the evaluations were based on historical highs and therefore won't change on todays lake levels as we are dealing with a long term average. Mr. Blazak stated that the regulatory bodies will require all issues be taken into consideration as development moves forward.

4.5 Close of Public Meeting

Resolution No. 2020- 389

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby closes the public meeting at 8:51 p.m. and reconvenes in the Special Meeting of Council

Carried

5. Planner Recommendation

5.1 H. James, Planner - Draft Plan of Subdivision and Zoning By-law Amendment Seaside Waterfronts Inc.

Resolution No. 2020- 390

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Heather James regarding the applications for Draft Plan of Subdivision, file no. 34T-WE1501 and to amend the Zoning By-law, file no. P 7/2011 for Concession 14, Part of Lot 6, Seaside Waterfronts Inc.; and,

That West Elgin Council hereby receives comments at the public meeting for the Draft Plan of Subdivision and will provide a recommendation to the County of Elgin at a future meeting; and,

That West Elgin Council consider providing a first and second reading of the By-law to amend the Zoning By-law, subject to the conditions on the By-law, as presented in the in the By-law portion of the agenda and that a third reading of the By-law be considered after the Plan of Subdivision has received draft plan approval.

Carried

6. Provisional Zoning By-law

Resolution No. 2020- 391

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2020-85 being a by-law to amend the Municipality of West Elgin Comprehensive Zoning By-law No. 2015-36 for the property known as Concession 14, Part of Lot 6, be read a first and second time and provisionally adopted.

Carried

7. Confirming By-Law

Resolution No. 2020- 392

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That By-law 2020-86, being a by-law to confirm the proceedings of the Special Meeting of Council held on November 23, 2020, be read a first, second and third and final time.

Carried

8. Adjournment

Resolution No. 2020-393

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby adjourns the Special Meeting of Council at 8:55 p.m. to meet again at 9:00 a.m. on November 26, 2020 or at the call of the Chair.

Carried

Duncan McPhail, Mayor

Jana Nethercott, Clerk



Municipality of West Elgin

Minutes

Council Meeting

November 26, 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
H. James, Planner

Also Present: Julie Gonyou, CAO/Clerk County of Elgin
Dave Mennell, Elgin County Warden

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 9:00 a.m.

2. Adoption of Agenda

Resolution No. 2020-394

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3. Adoption of Minutes

Resolution No. 2020-395

Moved: Deputy Mayor Leatham

Seconded: Councillor Cammaert

That the Minutes of the Council meeting on November 12, 2020 and Committee of the Whole on November 19, 2020 be adopted as circulated and printed.

Carried

4. Delegations

4.1 J. Gonyou, CAO Elgin County and D. Menell, Elgin County Warden - Elgin County Service Review

Mayor McPhail welcomed Warden Mennell and Ms. Gonyou to present Elgin County's Service Review.

Ms. Gonyou thanked Magda and West Elgin Staff for all their assistance and participation in the service review. Ms. Gonyou and Warden Mennell presented a power point presentation regarding the Elgin County Service Review.

All Council thanked Elgin County for their increase communications with the lower tier municipalities and for their presentation.

Council recessed at 9:51 a.m. and reconvened at 9:58 a.m.

5. Closed Session

Resolution No. 2020-396

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 9:59 a.m. under Section 239(2)(b) of the Municipal Act, consideration will be given to personal matters about identifiable individual(s) including a municipal or local board employee(s).

Carried

6. Report from Closed Session

Mayor McPhail reported out at 12:12 p.m., that direction was consideration was given to matters pertaining to personal matters about an identifiable individual including a municipal employee or local board employee.

7. Disclosure of Pecuniary Interest

No disclosures

8. Business Arising from Minutes

None.

9. Staff Reports

9.1 Operations & Community Services

**9.1.1 L. Gosnell, Manager of Operations & Community Services -
Water Meter Reading Technology**

Mr. Gosnell reported that the upgrade to this software will stop the manual re-reads of meters when they are missed as well as for final reads when homes change hands, which will save the Municipality in staff time. This software can be used to read the meters we currently have and do not require replacement meters.

Resolution No. 2020-397

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

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

That West Elgin Council approves the purchase of Sensus Automatic Meter Reading Technology from KTI Limited at a cost of \$6,989.54 plus applicable tax; and

That this money be taken from the 2020-budgeted amount of \$60,000.00 for water meter replacement.

Carried

Council recessed at 12:28 p.m. and reconvened at 12:46 p.m.

9.2 Clerk's

9.2.1 J. Nethercott, Clerk - Apportionment of Drainage Assessment for the Government Drain No. 1 North due to Severance of Land, Pursuant to Section 65 (2) of the Drainage Act, R.S.O. 1990

Resolution No. 2020-398

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Apportionment of Drainage Assessment for the Government Drain No. 1 North due to Severance of Land, Pursuant to Section 65 (2) of the *Drainage Act, R.S.O. 1990*; and

That West Elgin Council hereby approves the Apportionment of the Drainage Assessment Agreement for the Government Drain No. 1 North, as part of severance E34/20 as presented.

Carried

9.3 Finance/Administration

9.3.1 M. Badura, CAO/Treasurer - 2021 Employee Remuneration

Resolution No. 2020-399

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer regarding 2021 Employee Remuneration; and

That West Elgin Council hereby direct staff to bring forward a By-law regarding Employee Remuneration at the next Regular Council Meeting.

Carried

9.3.2 M. Badura, CAO/Treasurer - Application for Tile Drainage Loan Under Tile Drainage Act – CALVIN SCHOUTEN

Resolution No. 2020-400

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That the application for the loan by Calvin Schouten under the *Tile Drainage Act*, in the amount of up to \$48,500, be approved, with the understanding that the funds shall be provided through a Tile Drainage Debenture with the Province of Ontario, subject to the availability of funding from the Ontario Ministry of Agriculture and Food and Rural Affairs (OMAFRA).

Carried

9.3.3 M. Badura, CAO/Treasurer - EI Premium Reduction

Resolution No. 2020-401

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer and;

That Council approves payment from the Premium Employment Insurance Rate reduction to all full-time employees in the total amount of \$1,564.91, being 5/12 of the total savings of \$ 3,755.78 realized by West Elgin in 2020.

Carried

10. Public Meeting - Not Before 1:00 p.m.

Resolution No. 2020-402

Moved: Councillor Cammaert

Seconded: Councillor Tellier

That Council proceed into a Public Meeting pursuant to Section 34 of the *Planning Act* at 1:00 p.m.

Carried

10.1 Purpose of the Public Meeting

Clerk read the purpose aloud.

10.2 Planning Report

10.2.1 H. James, Planner - Zoning By-law Amendment Report 12098 Blacks Road

Resolution No. 2020-403

Moved: Councillor Cammaert

Seconded: Councillor Rowe

That West Elgin Council hereby receives the report from Heather James regarding the application to amend the Zoning By-law for 12098 Blacks Road, File No. D14 06-2020; 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 of the agenda.

Carried

10.2 Public Comments

Applicant stated that they will be applying for the required entrance permit now that the planners for both parties have suggested it.

10.3 Council Comments

10.4 Close of Public Meeting

Resolution No. 2020-404

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council hereby closes the Public Meeting at 1:04 p.m. and reconvenes the Regular Meeting of Council.

Carried

11 Staff Reports

11.1 Planning

11.1.1 H. James, Planner - West Elgin Official Plan Request for Proposal Results

Resolution No. 2020-405

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Heather James regarding the request for proposal results for the West Elgin Official Plan update; and,

That West Elgin Council hereby awards the West Elgin Official Plan update to Dillon Consulting Limited at a cost of \$119,972.65; and,

That West Elgin Council hereby directs staff to proceed with preparing the contract to be entered into between the Municipality and Dillon Consulting Limited.

Carried

11.2 Finance/Administration

11.2.5 M. Badura, CAO/Treasurer - Agreement Renewal Ontario Clean Water Agency

Sam Smith from OCWA was present and addressed Council stating that the trend has been to move towards longer term agreements at this time for cost certainty.

Resolution No. 2020-406

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Agreement Renewal Ontario Clean Water Agency and s

That West Elgin Council hereby approves the Service Agreement between the Municipality of West Elgin and the Ontario Clean Water Agency (OCWA) for a ten-year period; and

That West Elgin Council hereby directs staff to bring forward and adoption by-law at the next regular Council meeting.

Carried

11.3.1 M. Badura, CAO/Treasurer - Municipal Building Renovations

Council requested staff report back at the next meeting on the costs of renting another location for Council meetings as well as the costs to purchase the equipment and technology for hybrid virtual and in person meetings.

Resolution No. 2020-407

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer regarding the Municipal building renovations; and

That West Elgin Council hereby direct staff to bring forward revised concept drawings for the Municipal Building renovations along with the cost estimates to the next Regular Council Meeting

Carried

12. Councillor Announcements

Deputy Mayor Leatham stated that with COVID-19 there will be no Christmas Party for staff and as the full time staff always get a gift of a turkey, ham or local grocery store gift card, should this not be offered to the other staff as well, such as the fire fighters? Council agreed this was a great idea and directed staff to proceed with offering all staff and volunteer fire fighters the ham, turkey or gift card.

12.1 Councillor Reports from Committees

Councillor Rowe reported that the Community Foundation brochure will be in the mail soon to all residents in Western Elgin.

Deputy Mayor Leatham stated that the Lower Thames Conservation Authority would appreciate West Elgin's support in not passing Schedule 6 of Bill 229, as shown in the correspondence part of the agenda. There has been a meeting with the Lower Thames Conservation Authority board and there is great concern that the proposed changes put the municipalities in a dangerous position.

Councillor Tellier reported that the Youth Task Force are hosting more on line initiatives and trying to recruit more youth to the task force.

Councillor Tellier reported that the new chair of Heritage Homes is Jerry Galbraith.

Councillor Tellier reported that the West Elgin Health Centre has requested that a Councillor attend an emergency meeting regarding the homelessness issues in the community.

Resolution No. 2020-408

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council send Councillor Tellier to the West Elgin Health Centre meeting on community homelessness.

Carried

12.2 Elgin County Council

12.2.1 Council Highlights November 10, 2020

13. Accounts

Resolution No. 2020-409

Moved: Councillor Rowe

Seconded: Councillor Tellier

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #11A amounting to \$194,379.84 in settlement of General, Road, Water and Arena Accounts (including EFT#3259-3301 Cheque# 25596-25598, online Payments# 561-568 and Payroll PP24).

Carried

14. Correspondence

14.1 Township of East Garafraxa - Assessment of Methodologies for Aggregate Resource Properties

14.2 Service Ontario - Request to Change Hours of Service Ontario Location

14.3 Four Counties Health Services - Fall Newsletter

Resolution No. 2020-410

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby approve the donation of \$5,000 to the Four Counties Health Services campaign.

Carried

14.4 Lower Thames Conservation Authority - Impact of Bill 229 Request for Support

Resolution No. 2020-411

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

Whereas the Province has introduced Bill 229, Protect, Support and Recover from COVID-19 Act - Schedule 6 - Conservation Authorities; and

Whereas the Legislation introduces a number of changes and new sections that could remove and/or significantly hinder the conservation authorities' role in regulating development, permit appeal process and engaging in review and appeal of planning applications; and

Whereas we rely on the watershed expertise provided by local conservation authorities to protect residents, property and local natural resources on a watershed basis by regulating development and engaging in reviews of applications submitted under the Planning Act; and

Whereas the changes allow the Minister to make decisions without conservation authority watershed data and expertise; and

Whereas the Legislation suggest that the Minister will have the ability to establish standards and requirements for non-mandatory programs which are negotiated between conservation authorities and municipalities to meet local watershed needs; and

Whereas municipalities believe that the appointment of municipal representation on Conservation Authority Boards should be a municipal decision, and the Chair and Vice Chair of a Conservation Authority Board should be duly elected; and

Whereas the changes to the "Duty Members" contradicts the fiduciary duty of a Conservation Authority Board member to represent the best interests of the conservation authority and its responsibility to the watershed; and

Whereas conservation authorities have already been working with the Province, development sector and municipalities to streamline and speed

up permitting and planning approvals through Conservation Ontario's Client Services and Streamlining Initiative; and

Whereas changes to the legislation will create more red tape and costs for the conservation authorities and their municipal partners, and potentially result in delays in the development approval process; and

Whereas municipalities value and rely on the natural habitats and water resources within our jurisdiction for the health and well-being of residents; municipalities value the conservation authorities' work to prevent and manage the impacts of flooding and other natural hazards; and municipalities value the conservation authority's work to ensure safe drinking water;

Now therefore be it resolved that the Municipality of West Elgin request:

That the Province of Ontario repeal Schedule 6 of the Budget Measures Act (Bill 229);

That that the Province continue to work with conservation authorities to find workable solutions to reduce red tape and create conditions for growth;

That the Province respect the current conservation authority and municipal relationships; and

That the Province embrace their long-standing partnership with conservation authorities and provide them with the tools and financial resources they need to effectively implement their watershed management role.

Carried

15. By-Laws

15.1 By-Law 2020-87 - 2021 Fees and Charges

Resolution No. 2020-412

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That By-law 2020-87 being a by-law to to provide for various fees and charges for the Municipality of West Elgin for 2021, be read a first, second and third and final time.

Carried

15.2 By-Law 2020-88 - Council Remuneration

Resolution No. 2020-413

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That By-law 2020-88 being a by-law to set rates of remuneration for members of Council, be read a first, second and third and final time.

Carried

15.3 By-Law 2020-89 - Rezone 10289 Blacks Road

Resolution No. 2020-414

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2020-89 being a by-law to amend the Municipality of West Elgin Comprehensive Zoning By-law No. 2015-36 for the property known as 10289 Blacks Road, be read a first, second and third and final time.

Carried

16. Confirming By-Law

Resolution No. 2020-415

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That By-law 2020-90, being a by-law to confirm the proceedings of the Regular Meeting of Council held on November 26, 2020, be read a first, second and third and final time.

Carried

17. Adjournment

Resolution No. 2020-416

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That the Council of the Municipality of West Elgin hereby adjourn at 2:57 p.m. to meet again at 9:30 a.m. on December 17, 2020 or at the call of the Chair.

Carried

Duncan McPhail, Mayor

Jana Nethercott, Clerk



Staff Report

Report To: Council Meeting
From: Jamie Simpson, Health & Safety Coordinator
Date: 2020-12-17
Subject: Final Health and Safety Report

Recommendation:

That West Elgin Council hereby receives the report from Jamie Simpson, Health and Safety Coordinator re: Final Health and Safety Report 2020 for information purposes.

Purpose:

To inform Council on the Operations in Health and Safety.

Background:

- Covid-19 again was the main topic of our meetings this year
- All employees are doing self-assessments for Covid
- Jamie gave his informal resignation as the Health and Safety coordinator
- Looking into getting a company to update SDS sheets and book training for employees
- All public works, Utilities and Parks and Recreation employees were certified on Chainsaw and the Brush Chipper
- Concerns brought forth regarding the front office being open to the public when the numbers are increasing

Financial Implications:

2021 budget: The Health and Safety committee will be purchasing the 2021 Green Books

Report Approval Details

Document Title:	2020 Final report - 2020-03-Health and Safety.docx
Attachments:	
Final Approval Date:	Dec 11, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting
From: Jackie Morgan-Beunen, CBO
Date: 2020-12-17
Subject: Building Activity Report November 2020

Recommendation:

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

Purpose:

The purpose of this report is to provide Council with information regarding the type of permits issued between November 1st to 30th, 2020 in West Elgin, as well as the permit value and permit fees collected.

Background:

Time allocation was spent on new applications, plans examinations, correspondence and inspections,

- Total Number of Building Permits Issued in the month of November: **13**
- Total Number of those being Demolition Permits issued: **0**
- Number of New Residence Building Permits within: **0**

Summary of Permits issued Year-To-Date:

- 2020: Number of Permits Issued to end of November: **101**
- 2019: Number of Permits Issued to end of November: **87**
- 2020: Total Construction Value to end of November: **\$6,227,706.45**
- 2019: Total Construction Value to end of November: **\$6,468,090.08**
- 2020: Total Permit Fees to end of November: **\$58,324.64**
- 2019: Total Permit Fees to end of November: **\$46,347.43**

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Building Activity Report December 2020 - 2020-11-Building.docx
Attachments:	<ul style="list-style-type: none">- November 2020 Permit Summary.PDF- November 2020 Permit list.PDF- Jan - Nov 2020 Permit Summary.PDF- November 2019 Permit Summary.PDF- Jan - Nov 2019 Permit Summary.PDF
Final Approval Date:	Dec 3, 2020

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

Jana Nethercott

Municipality The Corporation Of The Municipality Of West Elgin
 Phone (519) 785-0560
 Bldg. Dept. Phone (519) 857-9605
 Bldg. Dept. Fax (519) 785-0644

Permit Summary Report

Permits By Issued Date - Between: NOV 1,2020 and NOV 30,2020

Grouped by Structure Type

Structure Type:	Carport	Value	\$8,000.00	
Code:	117	Fees	\$243.60	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	836.00	Sq. Feet
Structure Type:	Detached Garage Types 1-5	Value	\$33,000.00	
Code:	101	Fees	\$632.64	
		Septic Fees	\$0.00	
		Number	3	
		Gross Area:	2,431.00	Sq. Feet
Structure Type:	Greenhouse Types 1-4	Value	\$1,000.00	
Code:	103	Fees	\$248.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	880.00	Sq. Feet
Structure Type:	Other Secondary Structure	Value	\$4,000.00	
Code:	199	Fees	\$100.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	160.00	Sq. Feet
Structure Type:	Shed Type 1 Wood Type 2 Metal	Value	\$39,000.00	
Code:	102	Fees	\$368.80	
		Septic Fees	\$0.00	
		Number	3	
		Gross Area:	1,004.00	Sq. Feet
Structure Type:	Single Family Detached	Value	\$40,500.00	
Code:	301	Fees	\$700.00	
		Septic Fees	\$0.00	
		Number	3	
		Gross Area:	560.00	Sq. Feet
Structure Type:	Swimming Pool Enclosure	Value	\$25,000.00	
Code:	107	Fees	\$250.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	1,292.00	Sq. Feet
		Total Value	\$150,500.00	
		Total Fees	\$2,543.04	
		Total Number	13	
		Total Area:	7,163.00	Sq. Feet

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Permit List

Permits By Issued Date - Between: NOV 1,2020 and NOV 30,2020

Permit Number	2020-0090	Date Applied	03/11/2020	Date Issued	03/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	10068 GRAHAM RD		
Action	Erect			Legal Description	CON 11 S PT LOT 19		
Status	ISSUED			Roll Number	34-34-000-050-03200-0000		
MPAC Structure Code	101	Detached Garage Types 1-5		Value	\$12,000.00	Fee	\$266.00
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	1,200		
Stats Can Work Code	01	New Construction		Permit Area	1,200	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address	10068 Graham RdWEST LORNE, ON N0L 2P0						
Project Desc	CONSTRUCTION OF DETACHED GARAGE ON SLAB FOUNDATION						

Permit Number	2020-0091	Date Applied	05/11/2020	Date Issued	05/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	24818 THOMSON LINE		
Action	Erect			Legal Description	ALDBOROUGH CON 10 PT LOT		
Status	ISSUED			Roll Number	34-34-000-060-14302-0000		
MPAC Structure Code	102	Shed Type 1 Wood Type 2 Metal		Value	\$15,000.00	Fee	\$122.80
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	364		
Stats Can Work Code	01	New Construction		Permit Area	364	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address	24818 THOMPSON LINEWEST LORNE, ON N0L 2P0						
Project Desc	INSTALLATION OF 14'X 26' PRE-FAB WOOD SHED						

Permit Number	2020-0092	Date Applied	06/11/2020	Date Issued	06/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	151 QUEEN		
Action	Erect			Legal Description	PLAN 67 BLK A PT LOT 7 RP		
Status	ISSUED			Roll Number	34-34-000-091-16900-0000		
MPAC Structure Code	101	Detached Garage Types 1-5		Value	\$13,000.00	Fee	\$117.20
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	336		
Stats Can Work Code	01	New Construction		Permit Area	336	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address	[REDACTED]						
Project Desc	CONSTRUCT 14'X 24' DETACHED GARAGE ON CONCRETE SLAB						

Permit Number	2020-0093	Date Applied	06/11/2020	Date Issued	06/11/2020	Date Completed	
				Date Expires	/ /		
Type	SEWER CONNECTION NEW/REPAIR			Location	209 THIRD		
Action	Repair			Legal Description	PLAN 135 BLK K LOT 3		
Status	ISSUED			Roll Number	34-34-000-092-15900-0000		
MPAC Structure Code	301	Single Family Detached		Value	\$500.00	Fee	\$200.00
Stats Can Struct Code	110	Single House, sgl det home, bung		Gross Area	0		
Stats Can Work Code	03	Alteration and Improvements		Permit Area	0	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address	209 THIRD STREETRODNEY, ON N0L 2C0						
Project Desc	SEWER CONNECTION REPAIR						

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Permit List

Permits By Issued Date - Between: NOV 1,2020 and NOV 30,2020

Permit Number	2020-0094	Date Applied	09/11/2020	Date Issued	09/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	21527 GRAY LINE		
Action	Erect			Legal Description	CON 14 LOT 3		
Status	ISSUED			Roll Number	34-34-000-040-15600-0000		
MPAC Structure Code	117	Carport		Value	\$8,000.00	Fee	\$243.60
Stats Can Struct Code	150	Seasonal Dwelling - cottage,su		Gross Area	836		
Stats Can Work Code	01	New Construction		Permit Area	836	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address							
Project Desc	CONSTRUCT 22'X 38' CARPORT OVER TRAILER AND DECK AT 5 ELM						
Permit Number	2020-0095	Date Applied	09/11/2020	Date Issued	10/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ADDITION			Location	25748 TALBOT LINE		
Action	Extend			Legal Description	CON 12 PT LOT 20 RP 11R7810		
Status	ISSUED			Roll Number	34-34-000-050-11710-0000		
MPAC Structure Code	301	Single Family Detached		Value	\$30,000.00	Fee	\$300.00
Stats Can Struct Code	110	Single House,sgl det home,bung		Gross Area	329		
Stats Can Work Code	02	Addition to Existing Bldg - Non Residential		Permit Area	329	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input checked="" type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address	25748 TALBOT LINE RR 3WEST LORNE, ON N0L 2P0						
Project Desc	ADDITION AND RENOVATION OF MUDROOM AND BATHROOM						
Permit Number	2020-0096	Date Applied	12/11/2020	Date Issued	12/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	8665 FURNIVAL		
Action	Erect			Legal Description	CON 14 E PT LOT 6		
Status	ISSUED			Roll Number	34-34-000-040-16100-0000		
MPAC Structure Code	102	Shed Type 1 Wood Type 2 Metal		Value	\$6,000.00	Fee	\$100.00
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	160		
Stats Can Work Code	01	New Construction		Permit Area	160	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address	8665 FURNIVAL RD RR 3RODNEY, ON N0L 2C0						
Project Desc	INSTALLATION OF 10'X 16' PRE ENGINEERED WOOD SHED. OWNER AWARE OF						
Permit Number	2020-0097	Date Applied	12/11/2020	Date Issued	12/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL PORCHES, DECKS			Location	21527 GRAY LINE		
Action	Install			Legal Description	CON 14 LOT 3		
Status	ISSUED			Roll Number	34-34-000-040-15600-0000		
MPAC Structure Code	199	Other Secondary Structure		Value	\$4,000.00	Fee	\$100.00
Stats Can Struct Code	150	Seasonal Dwelling - cottage,su		Gross Area	160		
Stats Can Work Code	02	Addition to Existing Bldg - Non Residential		Permit Area	160	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner	Occupancy Date		
Address							
Project Desc	CONSTRUCT 10'X16' DECK AT UNIT 26 MAPLE ST						

Municipality The Corporation Of The Municipality Of West Elgin
 Phone (519) 785-0560
 Bldg. Dept. Phone (519) 857-9605
 Bldg. Dept. Fax (519) 785-0644

Permit List

Permits By Issued Date - Between: NOV 1,2020 and NOV 30,2020

Permit Number	2020-0098	Date Applied	16/11/2020	Date Issued	16/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	26584 SILVERCLAY LINE		
Action	Erect			Legal Description	CON 11 S PT LOT 24		
Status	ISSUED			Roll Number	34-34-000-050-05400-0000		
MPAC Structure Code	102	Shed Type 1 Wood Type 2 Metal		Value	\$18,000.00	Fee	\$146.00
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	480		
Stats Can Work Code	01	New Construction		Permit Area	480	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner Occupancy Date			
Address	26584 SILVERCLAY LINE RR 3WEST LORNE, ON N0L 2P0						
Project Desc	CONSTRUCTION OF 16'X 30' DETACHED SHED ON FLOATING SLAB FOUNDATION						
Permit Number	2020-0099	Date Applied	16/11/2020	Date Issued	16/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL PORCHES, DECKS			Location	9916 GRAHAM RD		
Action	Extend			Legal Description	CON 12 N PT LOT 19		
Status	ISSUED			Roll Number	34-34-000-050-09100-0000		
MPAC Structure Code	301	Single Family Detached		Value	\$10,000.00	Fee	\$200.00
Stats Can Struct Code	110	Single House,sgl det home,bung		Gross Area	231		
Stats Can Work Code	02	Addition to Existing Bldg - Non Residential		Permit Area	231	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner Occupancy Date			
Address	9916 GRAHAM ROADWEST LORNE, ON N0L 2P0						
Project Desc	ADDITION OF 7'X 33' COVERED FRONT PORCH						
Permit Number	2020-0100	Date Applied	17/11/2020	Date Issued	17/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL PORCHES, DECKS			Location	13342 COLLEY RD		
Action	Replace			Legal Description	CON 3 ED S PT LOT 17 RP		
Status	ISSUED			Roll Number	34-34-000-070-02700-0000		
MPAC Structure Code	107	Swimming Pool Enclosure		Value	\$25,000.00	Fee	\$250.00
Stats Can Struct Code	110	Single House,sgl det home,bung		Gross Area	1,292		
Stats Can Work Code	03	Alteration and Improvements		Permit Area	1,292	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner Occupancy Date			
Address	[REDACTED]						
Project Desc	RECONSTRUCT DECK AND POOL FENCE ENCLOSURE. APPLICANT AWARE OF MINIMUM						
Permit Number	2020-0101	Date Applied	20/11/2020	Date Issued	20/11/2020	Date Completed	
				Date Expires	/ /		
Type	FARM BUILDING NON LIVE STOCK			Location	145 FURNIVAL RD		
Action	Erect			Legal Description	PLAN 202 PT LOTS 65 AND 72		
Status	ISSUED			Roll Number	34-34-000-092-01805-0000		
MPAC Structure Code	103	Greenhouse Types 1-4		Value	\$1,000.00	Fee	\$248.00
Stats Can Struct Code	410	Primary Industry Bldg - Farm,H		Gross Area	880		
Stats Can Work Code	01	New Construction		Permit Area	880	Sq. Feet	/
				Dwelling Units Created/Lost:	0	0	
				<input type="checkbox"/> Applicant Is Owner Occupancy Date			
Address	145 FURNIVAL RDRDRODNEY, ON N0L 2C0						
Project Desc	ERECT 20'X 44' HOOP STYLE GREENHOUSE						

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Permit List

Permits By Issued Date - Between: NOV 1,2020 and NOV 30,2020

Permit Number	2020-0102	Date Applied	23/11/2020	Date Issued	23/11/2020	Date Completed	
				Date Expires	/ /		
Type	RESIDENTIAL ACCESSORY BUILDING			Location	8841 MC KILLOP RD		
Action	Erect			Legal Description	CON 13 S PT LOT 22 RP		
Status	ISSUED			Roll Number	34-34-000-050-17008-0000		
MPAC Structure Code	101	Detached Garage Types 1-5		Value	\$8,000.00	Fee	\$249.44
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	895		
Stats Can Work Code	01	New Construction		Permit Area	895	Sq. Feet	/
				Dwelling Units Created/Lost:		0	0
				<input type="checkbox"/> Applicant Is Owner		Occupancy Date	
Address							
Project Desc	RECONSTRUCT DETACHED GARAGE AND ADD CARPORT TO REAR						

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Permit List

Permits By Issued Date - Between: NOV 1,2020 and NOV 30,2020

Report Summary

Permit Type	Permit Value	Permit Fee	Permit Count
FARM BUILDING NON LIVE STOCK	1,000.00	248.00	1
RESIDENTIAL ACCESSORY BUILDING	80,000.00	1,245.04	7
RESIDENTIAL ADDITION	30,000.00	300.00	1
RESIDENTIAL PORCHES, DECKS	39,000.00	550.00	3
SEWER CONNECTION NEW/REPAIR	500.00	200.00	1
<hr/>			
	Total Value	\$150,500.00	
	Total Fees	\$2,543.04	
	Total Permits	13	
	Total Area	7,163 Sq. Ft.	
		0 Sq. Meters	

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2020 and NOV 30,2020

Grouped by Structure Type

Structure Type:	Cabin	Value	\$10,000.00	
Code:	118	Fees	\$200.00	
		Septic Fees	\$200.00	
		Number	1	
		Gross Area:	632.00	Sq. Feet
Structure Type:	Campground Ancillary Building	Value	\$616,200.00	
Code:	461	Fees	\$6,162.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:		Sq. Feet
Structure Type:	Carport	Value	\$23,500.00	
Code:	117	Fees	\$996.00	
		Septic Fees	\$200.00	
		Number	5	
		Gross Area:	2,690.00	Sq. Feet
Structure Type:	Detached Garage Types 1-5	Value	\$130,950.00	
Code:	101	Fees	\$1,808.64	
		Septic Fees	\$0.00	
		Number	10	
		Gross Area:	5,955.00	Sq. Feet
Structure Type:	General Purpose Industrial (GT 5,000 sq ft)	Value	\$975,000.00	
Code:	522	Fees	\$9,750.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	22,400.00	Sq. Feet
Structure Type:	Greenhouse Types 1-4	Value	\$1,000.00	
Code:	103	Fees	\$248.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	880.00	Sq. Feet
Structure Type:	Manufactured Homes (includes Modular)	Value	\$7,000.00	
Code:	311	Fees	\$200.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	480.00	Sq. Feet
Structure Type:	Mini Storage Warehouse	Value	\$65,000.00	
Code:	528	Fees	\$650.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:		Sq. Feet
Structure Type:	Miscellaneous Shed	Value	\$10,000.00	
Code:	275	Fees	\$260.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	1,000.00	Sq. Feet

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2020 and NOV 30,2020

Grouped by Structure Type

Structure Type:	Office Walk-up	Value	\$71,800.00	
Code:	472	Fees	\$1,000.00	
		Septic Fees	\$500.00	
		Number	4	
		Gross Area:	4.050.00	Sq. Feet
Structure Type:	Other Secondary Structure	Value	\$30,600.00	
Code:	199	Fees	\$807.53	
		Septic Fees	\$0.00	
		Number	6	
		Gross Area:	2.788.00	Sq. Feet
Structure Type:	Retail Store	Value	\$170,000.00	
Code:	433	Fees	\$2,100.00	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	9.034.00	Sq. Feet
Structure Type:	Service Garage	Value	\$3,000.00	
Code:	423	Fees	\$200.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	185.00	Sq. Feet
Structure Type:	Shed Type 1 Wood Type 2 Metal	Value	\$267,206.45	
Code:	102	Fees	\$1,371.60	
		Septic Fees	\$0.00	
		Number	9	
		Gross Area:	5.624.00	Sq. Feet
Structure Type:	Single Family Detached	Value	\$2,626,700.00	
Code:	301	Fees	\$23,362.04	
		Septic Fees	\$11,427.00	
		Number	36	
		Gross Area:	28.070.00	Sq. Feet
Structure Type:	Standard Industry	Value	\$30,000.00	
Code:	597	Fees	\$300.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	2.250.00	Sq. Feet
Structure Type:	Steel Grain Bin	Value	\$192,900.00	
Code:	230	Fees	\$615.97	
		Septic Fees	\$0.00	
		Number	3	
		Gross Area:	5.689.00	Sq. Feet
Structure Type:	Swimming Pool Enclosure	Value	\$82,500.00	
Code:	107	Fees	\$948.60	
		Septic Fees	\$0.00	
		Number	5	
		Gross Area:	2.072.00	Sq. Feet

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2020 and NOV 30,2020

Grouped by Structure Type

Structure Type:	Type III Uninsulated Barn	Value	\$119,000.00	
Code:	203	Fees	\$931.36	
		Septic Fees	\$0.00	
		Number	3	
		Gross Area:	5,504.00	Sq. Feet
Structure Type:	Type IV Insulated Barn	Value	\$726,000.00	
Code:	204	Fees	\$4,737.50	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	16,179.00	Sq. Feet
Structure Type:	Unspecified Farm Structure	Value	\$7,000.00	
Code:	299	Fees	\$500.00	
		Septic Fees	\$500.00	
		Number	1	
		Gross Area:		Sq. Feet
Structure Type:	Unspecified Residential Structure	Value	\$62,000.00	
Code:	399	Fees	\$1,100.40	
		Septic Fees	\$500.00	
		Number	5	
		Gross Area:	1,444.00	Sq. Feet
Structure Type:	Unspecified Special Purpose Structure	Value	\$350.00	
Code:	799	Fees	\$75.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	800.00	Sq. Feet
		Total Value	\$6,227,706.45	
		Total Fees	\$58,324.64	
		Total Number	101	
		Total Area:	117,726.00	Sq. Fee

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Permit Summary Report

Permits By Issued Date - Between: NOV 1,2019 and NOV 30,2019

Grouped by Structure Type

Structure Type:	Multi-use Multi Storey Building	Value	\$110,000.00	
Code:	401	Fees	\$1,100.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	3,943.00	Sq. Feet
Structure Type:	Shed Type 1 Wood Type 2 Metal	Value	\$20,340.00	
Code:	102	Fees	\$232.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	720.00	Sq. Feet
Structure Type:	Single Family Detached	Value	\$4,000.00	
Code:	301	Fees	\$200.00	
		Septic Fees	\$100.00	
		Number	2	
		Gross Area:	423.00	Sq. Feet
Structure Type:	Type III Uninsulated Barn	Value	\$200,000.00	
Code:	203	Fees	\$889.44	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	11,648.00	Sq. Feet
Structure Type:	Unspecified Residential Structure	Value	\$75,700.00	
Code:	399	Fees	\$770.55	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	1,215.00	Sq. Feet
		Total Value	\$410,040.00	
		Total Fees	\$3,191.99	
		Total Number	8	
		Total Area:	17,949.00	Sq. Fee

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2019 and NOV 30,2019

Grouped by Structure Type

Structure Type:	1, 2 and 3 Storey Broiler Barn	Value	\$892,180.00	
Code:	216	Fees	\$6,085.50	
		Septic Fees	\$500.00	
		Number	4	
		Gross Area:	47.260.00	Sq. Feet
Structure Type:	Detached Garage Types 1-5	Value	\$164,000.00	
Code:	101	Fees	\$1,440.00	
		Septic Fees	\$0.00	
		Number	6	
		Gross Area:	5.072.00	Sq. Feet
Structure Type:	General Purpose Industrial (GT 5,000 sq ft)	Value	\$450,000.00	
Code:	522	Fees	\$4,500.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	11.101.00	Sq. Feet
Structure Type:	Grandstand/Stadium	Value	\$36,861.73	
Code:	780	Fees	\$75.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	2.800.00	Sq. Feet
Structure Type:	High-rise Caged Layers	Value	\$1,256,000.00	
Code:	217	Fees	\$8,412.50	
		Septic Fees	\$500.00	
		Number	2	
		Gross Area:	16.036.00	Sq. Feet
Structure Type:	Manufactured Homes (includes Modular)	Value	\$166,439.35	
Code:	311	Fees	\$417.20	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	1.008.00	Sq. Feet
Structure Type:	Multi-use Multi Storey Building	Value	\$210,000.00	
Code:	401	Fees	\$2,100.00	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	6.592.00	Sq. Feet
Structure Type:	N/A	Value	\$20,000.00	
Code:		Fees	\$575.00	
		Septic Fees	\$500.00	
		Number	2	
		Gross Area:		Sq. Feet
Structure Type:	Other Secondary Structure	Value	\$37,500.00	
Code:	199	Fees	\$362.50	
		Septic Fees	\$0.00	
		Number	3	
		Gross Area:	1.064.00	Sq. Feet

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2019 and NOV 30,2019

Grouped by Structure Type

Structure Type:	Retail Store	Value	\$10,000.00	
Code:	433	Fees	\$75.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	2.000.00	Sq. Feet
Structure Type:	Shed Type 1 Wood Type 2 Metal	Value	\$98,040.00	
Code:	102	Fees	\$1,035.40	
		Septic Fees	\$0.00	
		Number	6	
		Gross Area:	6.807.00	Sq. Feet
Structure Type:	Single Family Detached	Value	\$2,303,569.00	
Code:	301	Fees	\$15,642.42	
		Septic Fees	\$5,666.02	
		Number	36	
		Gross Area:	33.062.00	Sq. Feet
Structure Type:	Steel Grain Bin	Value	\$243,400.00	
Code:	230	Fees	\$1,021.32	
		Septic Fees	\$0.00	
		Number	4	
		Gross Area:	4.677.00	Sq. Feet
Structure Type:	Swimming Pool Enclosure	Value	\$2,500.00	
Code:	107	Fees	\$75.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:		Sq. Feet
Structure Type:	Traditional Church	Value	\$85,000.00	
Code:	730	Fees	\$850.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	110.00	Sq. Feet
Structure Type:	Type I Barn	Value	\$600.00	
Code:	201	Fees	\$150.00	
		Septic Fees	\$150.00	
		Number	1	
		Gross Area:	29.00	Sq. Feet
Structure Type:	Type III Uninsulated Barn	Value	\$383,000.00	
Code:	203	Fees	\$2,096.12	
		Septic Fees	\$0.00	
		Number	7	
		Gross Area:	27.843.00	Sq. Feet
Structure Type:	Unspecified Farm Structure	Value	\$4,000.00	
Code:	299	Fees	\$100.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	3.520.00	Sq. Feet

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2019 and NOV 30,2019

Grouped by Structure Type

Structure Type:	Unspecified Residential Structure	Value	\$105,000.00	
Code:	399	Fees	\$1,334.47	
		Septic Fees	\$0.00	
		Number	6	
		Gross Area:	2,507.00	Sq. Feet
		Total Value	\$6,468,090.08	
		Total Fees	\$46,347.43	
		Total Number	87	
		Total Area:	171,488.00	Sq. Fee



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-12-17

Subject: November 2020 – Monthly Report

Recommendation:

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

Purpose:

The purpose of this report is to provide Council with an overview of operations carried out during the month of November.

Background:

Parks and Recreation

- The main focus of recreation staff in November was in the arena. The majority of traditional users have returned to the facility and new users continue to sign ice rental agreements. Factoring in all the additional cleaning/COVID related requirements, staff have a busy schedule which spans Monday – Sunday. Adult skate times and public skate times were also introduced into the schedule this month. Numbers have remained low for adult times during the week, but it did not take long for public skate times to become full. Participants are asked to pre-register, and recent time slots have been at capacity.
- Interviews were held for the parks & recreation operator position, and the newest member of West Elgin's team, Michael Aers, will be starting with the municipality in early December. Michael brings arena knowledge with him from his current position and years of park and ground maintenance gained during his time with Ontario Provincial Parks.
- Preparations were under way for the first annual Festival of Lights to be held December 4 & 5 at the Rodney Pool. Recreation staff worked in conjunction with volunteers from West Lorne Optimist and Rodney Kiwanis to provide a holiday light show in lieu of the traditional parades held each year. A more detailed report will follow in the December monthly update.

Public Works

- Staff completed the culvert replacement and drain repair on McMurchy Line east of Graham Road
- Equipment was moved from there to the Crinan Community Hall where public works operators from West Elgin worked in conjunction with operators from Dutton-Dunwich to construct a new parking lot for the hall as per their request to the respective Councils earlier this year.

- Graders and drags were used whenever conditions were fit to keep gravel roads in good shape before freeze up. Rain during the second half of November has left gravel roads and shoulders very soft. A few days of freezing temperatures would be of great benefit before any accumulating snow is received.
- Annual safety and service were completed on all trucks and remaining snow gear was installed. Salter units were calibrated, equipment was greased and sidewalk machines were prepared for use. All that was left was the annual exercise of trying to fit everything inside under one roof.
- Public works staff assisted the utilities department with a new water service install and water line repair.
- Staff installed a new drain on Finney Street in West Lorne and completed ditching on Thomson Line.
- The second and final round of leaf pickup was completed on November 23 and 24.

Utilities

- Capital water main replacement in Todd Place wrapped up on schedule in early November. The contractor will return in early spring to complete any final touch ups to yards as necessary.
- A new water service was installed on Graham road between Silver clay and Talbot Line.
- Water line repair was completed on King Street in Rodney.
- Locates continued to be heavy during November as contractors pushed on with work due to favorable conditions.
- The departments' inspection camera was sent away to Toronto for repairs. This is an invaluable piece of equipment when it comes to diagnosing issues with sewers or drains and is used by the public works department as well.
- Staff also attended a residence on Furnival Road due to a sewer backup complaint. The issue had subsided by the time operators got there, but an inspection of the sewer lateral showed signs of a possible tree root problem in the area of the cleanout. This will be scheduled for maintenance in December.

Report Approval Details

Document Title:	November 2020 - Monthly Report - 2020-26-Operations Community Services.docx
Attachments:	
Final Approval Date:	Dec 15, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-12-17

Subject: Tree Replacement Program

Recommendation:

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

That Council supports the continuation of West Elgin's tree giveaway program for spring 2021.

Purpose:

The purpose of this report is to receive Council support for continuing this years' tree giveaway program in 2021.

Background:

Earlier this year, municipal staff worked closely with LTVCA to bring a pilot project to residents of West Elgin. Three hundred trees (half maple and half oak) were secured through the conservation authority. An advertising campaign invited all interested property owners to contact the municipality and register to receive one of these trees at no cost.

By the time trees arrived in mid-April, approx. 275 of the 300 trees had been spoken for. A pickup day was held at the Public Works yard, with staff receiving many positive comments from residents who attended. The remaining trees were planted by public works staff the following week at various municipal properties.

If Council chooses to support this program for 2021, staff would recommend a slight change in the ordering procedure. With extra lead time before orders have to be placed with LTVCA, staff would open a registration period in early January and take orders until late February, or until the allotted number of trees were spoken for. This would eliminate the possibility of having trees left over, as all residents would be registered before the order is placed.

Financial Implications:

The cost to maintain this program at the current level of 300 trees (including tree purchase, advertising and pickup day) would be approx. \$6500.00. This expense would be accounted for under the tree/brushing section of the public works maintenance budget.

Report Approval Details

Document Title:	Tree Replacement Program - 2020-24-Operations Community Services.docx
Attachments:	
Final Approval Date:	Dec 15, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-12-17

Subject: 2021 Blue Flag Beach Renewal

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services re: 2021 Blue Flag Beach Renewal; and

That West Elgin Council direct staff to _____.

Purpose:

The purpose of this report to seek Council's input on maintaining the Blue Flag Beach Status for the public beach at Port Glasgow Marina for 2021.

Background:

In 2015, West Elgin first applied to have the public beach at the Port Glasgow Marina be part of the Blue Flag Beach Program. This is an international program to promote environmentally friendly beaches, boats and marinas, the Ontario chapter is run by Swim, Drink Fish Ontario. Blue Flag Beaches must meet 33 criteria across four categories: Environmental Education and Information, Water Quality, Environmental Management and Safety and Services.

Along with flying the Blue Flag, there are a number of things the Municipality must do to continue with the blue flag status, such as have a Blue Flag Beach Management Committee, host a minimum of five (5) environmental education programs, projects or activities at the beach each year, host three (3) events that promote the beach, provide weekly water sampling and post information about bathing quality at the beach, provide information on local ecosystems and environmental phenomena at the beach, a map of the beach must be displayed, code of conduct for the beach must be displayed and safety equipment must be available for use.

Due to the high-water levels in Lake Erie, the size of the beach has been severely reduced and there is very little beach to enjoy currently. Due to COVID-19, none of the above mentioned educational or event requirements were able to be met, the 2020 inspection by Swim, Drink, Fish was unable to be carried out and the Blue Flag Beach Management Committee is the Recreation Committee and they also have not met since August.

Financial Implications:

There is a \$1,250 charge to apply for 2021 Blue Flag Beach Status and applications must be submitted by December 21, 2020.



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2020-12-17

Subject: Industrial Boiler Water Usage

Recommendation:

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

That Council approves the elimination of sewage charges on municipal water which is metered separately and used for industrial boiler systems, effective immediately.

Purpose:

The purpose of this report is to follow up on a request made by Erie Flooring to consider waiving sewage charges for the water which they use in their industrial boiler system.

Background:

Earlier this year, Erie Flooring and Wood Products of West Lorne contacted the municipality regarding sewage fees which are calculated based on water usage. They put forward the idea that all water which enters their boiler system will never make it to the wastewater treatment plant, therefore sewage fees should not be charged on this water consumption. The Utilities Supervisor attended the site and determined that their industrial boiler system was indeed a closed loop system, meaning once water enters the boiler there is no way for it to end up back in the waste water system. Erie Flooring has two municipal water meters which currently feed various parts of the factory. A third meter, which monitors water entering the boiler system, is owned by the company and is not read by the municipality. By installing a municipal meter at this location, it would be a simple calculation to determine the amount of water to which sewage charges would not apply.

While examining the request from Erie Flooring, staff also noted that another business in West Lorne would fall under the same category. Rockland Flooring currently has three boilers which operate on separate meters. Unlike the first situation, boilers A and B have municipal meters and separate water accounts, which are not billed a sewage charge. Boiler C is on a meter which also feeds plant #4. This would require the same arrangement as Erie Flooring, where a separate meter would need to be installed in the line running into boiler C to determine the usage and provide a reduction in sewage fees. If this reduction is given to the original enquiring business, it would be recommended that said reduction be applied to both.

Financial Implications:

While staff believe these are the only two business in West Elgin that would qualify for this benefit, it would not come without at cost. Based on past water usage quantities, the total allowance for sewage fees between Erie Flooring and Rockland Flooring could total approx. \$12,000 to \$14,000 per year. This would be considered lost revenue for the West Lorne wastewater system.

Report Approval Details

Document Title:	Industrial Boiler Water Usage - 2020-25-Operations Community Services.docx
Attachments:	
Final Approval Date:	Dec 15, 2020

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

Jana Nethercott



Staff Report

Report To: Council Meeting
From: Jana Nethercott, Clerk
Date: 2020-12-17
Subject: Council Meeting Options

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Council Meeting Options for information purposes.

Purpose:

The purpose of this report is to provide information and costs to Council regarding re-locating in person Council meetings and costs of providing hybrid meeting options in the future.

Background:

At the Council meeting on November 26, 2020, Council requested that staff report back on options for alternate locations for Council meetings as well as the cost of purchasing the equipment required to host hybrid electronic and in person meetings of Council and or broadcasting of Council meetings on-line.

Staff investigated the option of renting another location to host in-person Council meetings and discovered that if Council meetings are not held in a municipally owned building, under the current Orange – Restrict limits for organized public events it would reduce the attendance from 50 people indoors to 10 people as this would no longer be considered a “staffed business”.

Staff reached out to a couple of technology companies, Dynamix and Media Multicom Communications who had supplied quotes for neighbouring municipalities for quotes on a portable system to facilitate hybrid Council meetings. This option would facilitate having all or some of Council and staff together in one room and electronic participants in the meeting (Council, Staff and any delegations) all be able to see each other and communicate. This would also allow for the public to view the meeting through a zoom link and/or allow for live broadcasting of the meeting on YouTube and/or Facebook live and a link on our website to the video of the meeting to be watched at a later date. This is similar to what was done in the hybrid Seaside Public Meeting.

The type of equipment suggested from both companies include a large smart screen television which allows for those in person to see the live video stream and when an electronic participant is speaking this would show their screen; a Pan Tilt Zoom Camera which allows for up to 5 pre set locations that can be controlled by a remote control so that staff are able to control the camera without having to bring in an extra staff member to operate it during the meeting; microphones, one of which is the chairperson mic, which can override someone else speaking; along with all the required equipment and the addition of being portable. Staff requested all the quotes provide portable options, with the ability to be built in at a future date, since there is no permanent home for

Council Chambers as of right now and any municipal building we have Council meetings in have multiple uses. The quotes for such equipment range from \$20,000 to 31,000 for the equipment needed.

If Southwestern Public Health Unit is moved into the Red – Control Level or Grey – Lockdown Level, no public would be able to attend a meeting, which means Council has to return to some type of virtual meeting. As we currently do not have the technology to operate a hybrid meeting with some in person and some virtual, a full return to virtual would be required. According to the “Stop the Spread” Provincial Hotline, the maximum allowed occupancy for a room would be 5 persons, however as a government Council can meet together in one room to move forward the business of the municipality, however each Councillor would need to have head phones and be on their own ipad, as we did in the past and any delegation or staff would also need to be virtual.

Financial Implications:

2021 Budget

Policies/Legislation:

Municipal Act, 2001

SENNHEISER – WIRED CONFERENCE SYSTEM

- 16" Gooseneck Microphones with Push to Talk buttons
- Chairperson Microphone with override button
- Built in speakers to hear other delegates
- All Mic's Daisy Chain" with Cat5e Cable
- Conference main unit with output to streaming encoder and PA system
- Integrates into permanent council chamber when time comes



All Microphones interconnected
with Standard Cat6 and RJ45 connectors



Chairperson Mic
With override button

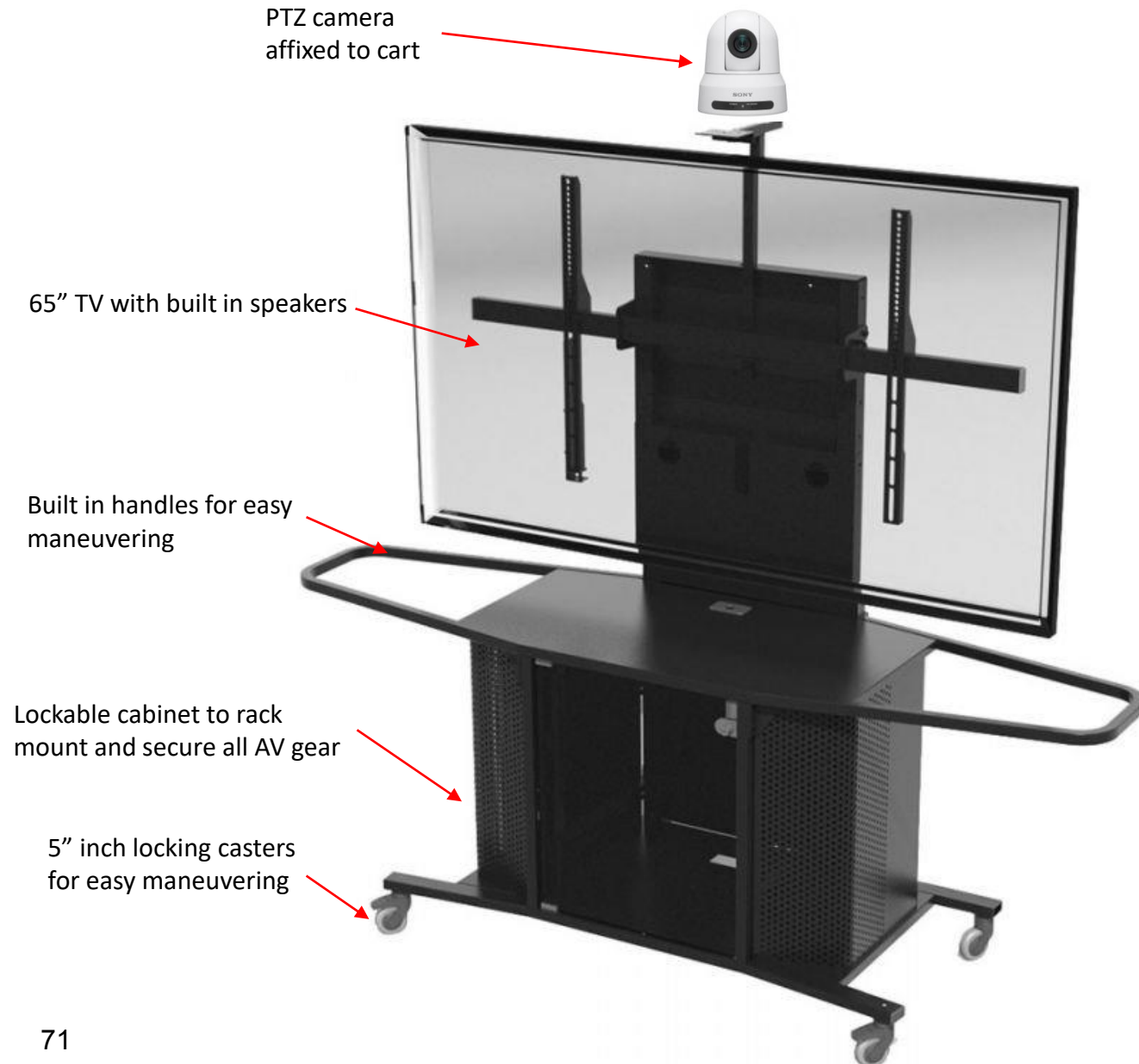


Delegates Mic
With push to talk button

MOBILE AV CART

- Mobile AV cart with handles and easy-roll casters
- Large 65" TV affixed to cart
- Pan Tilt Zoom camera affixed to cart
- AV components rack mounted in lockable base
- AV system fully wired, configured and secured
- Single Cat cable to delegate microphones
- Single audio cable to gallery speaker (if required)
- Two LAN cables network (1-streaming, 1-zoom)

- Model: MC1000-S
- Width: 53-3/4"
- Depth: 23-3/4"
- Height: 64"
- Color: Black
- 5" Locking casters

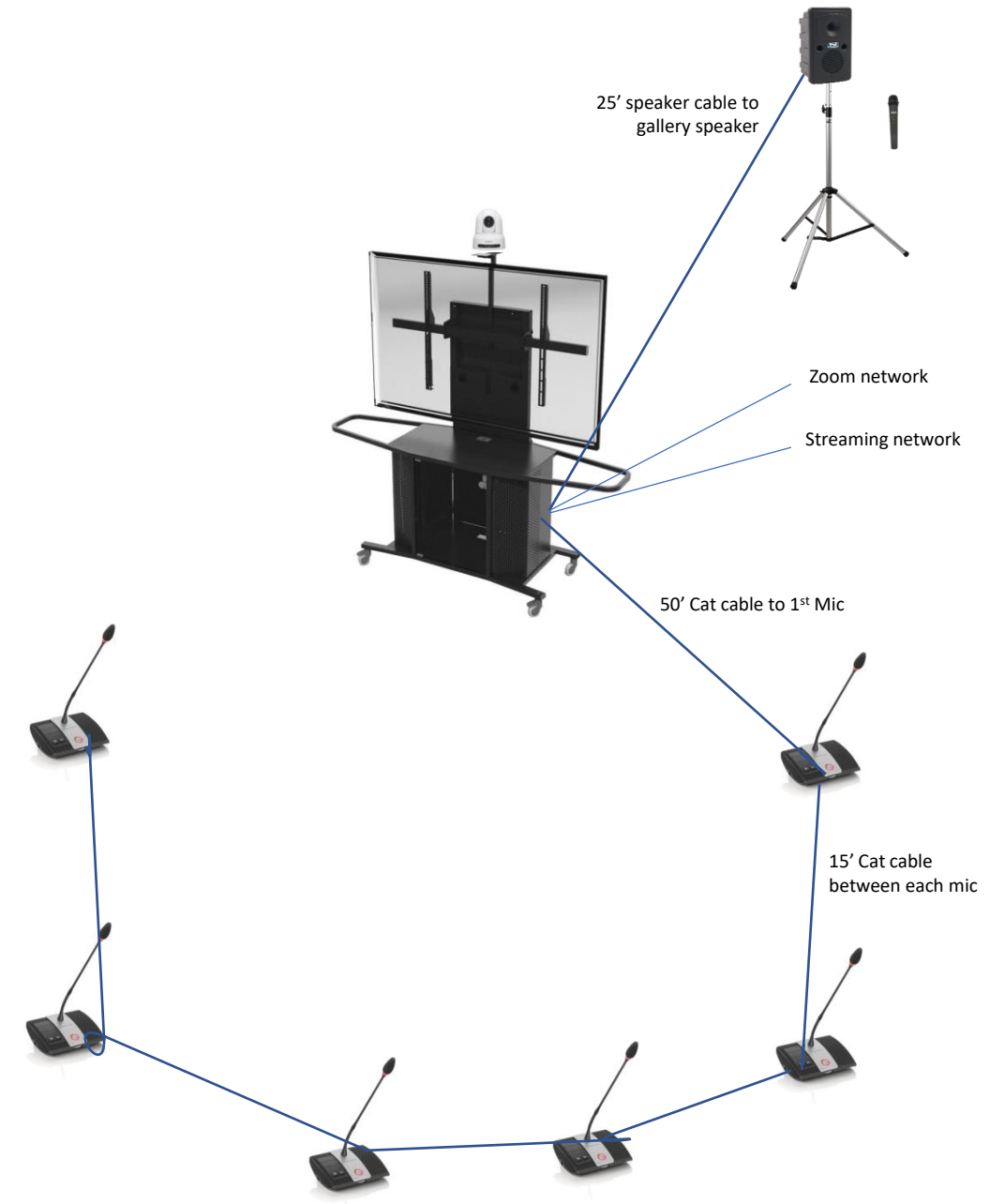


TYPICAL SETUP CONNECTIONS

- Locate AV cart at opening in meeting horseshoe
- Locate Zoom cpu in the AV cart cabinet
- Locate wireless keyboard / mouse at operators desk
- PTZ Camera can remain on wide shot or controllable via IR remote control
- 65" TV with built in speakers, showing remote Zoom participants
- Locate delegate microphones with push to talk switches where required
- Connect delegate microphones in a daisy chain via Cat5e cable
- Locate powered speakers for gallery as required

Cable Connections at AV cart

- All external cables on a hook affixed to cart
- One 50' Cat5e cable to 1st delegate microphone
- One Cat5e cable for Zoom network
- One Cat5e cable for Streaming network
- One AC power cord for AV cart
- One XLR speaker cable for gallery speaker



STREAMING ENCODER / PTZ CAMERA



PTZ Camera

Controllable via supplied IR remote
Controllable via Conference system
Controllable via Crestron Control System



Streaming Encoder
HDMI and Audio input

PORTABLE PA SYSTEM

1- speaker on tripod stand

1- handheld wireless microphone

1- audio connecting cable



DYNAMIX PROFESSIONAL VIDEO SYSTEMS RECENT COUNCIL CHAMBER INSTALLATION

Town of Tillsonburg

Town of Listowell

Lambton County

City of London

Burlington City

5 Hamley Road, London ON N6E 3W1

Phone: 519.681.5000 Fax: 519.681.8525

Customer:	JANA NETHERCOT MUNICIPALITY OF WEST ELGIN 22413 HOSKINS LINE RODNEY, ONTARIO N0L 2C0	Date:	9-Dec-2020
Project:	MOBILE CONFERENCE SYSTEM	Valid until:	19-Dec-2020
		Contact:	Pat Hartman
		Email:	pat@dynamix.ca

[illegible]

December 14 2020

Re; West Elgin Municipality

Media Multi-Com is pleased to have the opportunity to earn your business by providing the following proposal for your audio/video requirements. Media Multi-Com is celebrating over 25 years in the South-Western Ontario market servicing sectors such as Institutional/Government/Commercial/Public and Residential. Some of our clients include City of London, London Health Sciences Centre, London Public Library, Thames Valley District School Board and Revera Retirement Living just to name a few. We are recognized in the industry for our ability to custom integrate Audio/Video/Control systems as well as security and access control systems. These are only a few of the many services we offer that make us the provider of choice for so many businesses and institutions.

Scope of Work

The intent of the following design and hardware list is to provide a portable discussion system that can be assembled and dismantled for council meetings that will satisfy the current situation which is a temporary facility to conduct meetings. When the opportunity arises to locate to a permanent facility you will have the ability to permanently install the system.

Hardware

Sony KD65X750H 65" TV
Peerless SR560 TV cart

Televic D-Cerno-CUR central unit x 1
Televic D-Cerno-C-CL chairman unit x 1
Televic D-Cerno-D-SL delegate unit x 9
Televic D-Mic-50 microphones x 10
Cabling
Installation/set up/training

\$14,492.00 + HST

Option#1

Atlona AT-HDVS-CAM PTZ camera
BiAmp TesiraForteAI dsp
Installation/set up/training

\$ 4350.00 + HST

These components are recommended to be able to conduct video conference calls.

Electrical contractor to supply and install all conduit, raceway, cable hooks, pipe, core drilling, boring, electrical back boxes and other components required to create a complete and unobstructed wire path to all locations, including pull string through studs, wooden structures or other structural members. Fire stopping and /or smoke sealing is not included in the above quotation and is to be completed by others. Electrical contractor to install power supply provided by Media, and ensure adequate A/C power is available for all components. Electrical contractor to provide adequate secure storage for components on site, at no cost to Media. Electrical contractor to provide Media Multicom personnel access to man lifts (if required), at no cost to Media. Electrical contractor to incorporate information provided by Media into shop drawing, O&M manuals and as-built drawings, and complete all submissions as required and is responsible for any permits (if required).

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Option#2

InterM PS-80 amplified speakers x 2
tripods x 2
installation/set up/training

\$1,997.00 + HST

If there is intentions of setting up a gallery area for outside attendees to be active participants these components are recommended.

Signed _____

Name _____

Title _____

Date _____

Frank Vettrai
Media Multi-Com Communications Inc.
71-C Wellington Street
London, ON N6B-2K4
519-679-7370 office
519-679-1732 fax
519-852-2157 cell

Electrical contractor to supply and install all conduit, raceway, cable hooks, pipe, core drilling, boring, electrical back boxes and other components required to create a complete and unobstructed wire path to all locations, including pull string through studs, wooden structures or other structural members. Fire stopping and /or smoke sealing is not included in the above quotation and is to be completed by others. Electrical contractor to install power supply provided by Media, and ensure adequate A/C power is available for all components. Electrical contractor to provide adequate secure storage for components on site, at no cost to Media. Electrical contractor to provide Media Multicom personnel access to man lifts (if required), at no cost to Media. Electrical contractor to incorporate information provided by Media into shop drawing, O&M manuals and as-built drawings, and complete all submissions as required and is responsible for any permits (if required).

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D-Cerno CU

D-Cerno Central Unit



Description

The D-Cerno Central Unit is the heart that powers small to mid-sized meetings. The technology inside D-Cerno is based on the same processing principles found in Televic's flagship, high-end products but streamlined & optimized for its marketing segment: entry-level discussion systems.

The system occupies a unique position in the market since it is completely based on digital signal processing. D-Cerno controls 50 delegate units and can be expanded to cover 150 units using a master/slave configuration with multiple central units.

The delegate units are connected in daisy chain over the 4 bus connections (4 branches or 2 closed loops). When cabled in loop, a redundancy mechanism guarantees that the system continues to function flawlessly if a cable should break or disconnect for some reason.

The system is designed to work out-of-the-box, with hardly any technical expertise required. D-Cerno is simply plug-and-play.

Control of the system is easy and intuitive via the touch sensor buttons and a large LCD menu. To guide the meeting, several conference modes are implemented. Direct access, Request, Push to talk, FIFO, Vox control.

Design-wise, D-Cerno CU blends in beautifully with the delegate & chairman units, both in shape and appearance. Its sleek and understated profile feels at home on any meeting room table.

D-Cerno's fan-less design also ensures absolute silence and allows it to be placed near the chairman or delegates without any concern for fan noise, even during extended usage.

Next to connecting delegate units, the central unit also has the necessary inputs and outputs to connect to other equipment such as room amplification, wireless microphones or audio/video conference systems.

Finally, the unit is also energy-efficient: D-Cerno has a power saving mode and moves to a sleep state if the system has been left on accidentally.

Benefits

- » Contemporary design fits in everywhere
- » Fan-less operation guarantees silence
- » Energy-efficient
- » Plug-and-play approach

Features

- » Touch sensor button technology
- » Digital signal processing
- » Selectable voice activation (VOX)
- » Fail-safe redundancy technology
- » Default digital acoustic feedback reduction
- » For systems up to 50 units
- » Master/slave function to expand the system
- » Menus and integrated LCD
- » System volume
- » On/Off button

Connectivity

- » 1 Balanced XLR input
- » 1 Unbalanced RCA input
- » 2 Unbalanced RCA outputs
- » 4 Bus connections (4 branches or 2 loops)
- » 1 Lockable Power connection

Spare Power Supply

71.98.0340

Certification

Region	Certification
Europe	CE

Specifications

Mechanical

Material	PC/ABS
Color	Black
Size (mm)	300 (w) × 135 (h) × 50 (d)
Size packed (mm)	345 (w) × 250 (h) × 155 (d)
Weight	1300
Weight packed	2600 (including D-Cerno PS, cable)

Electrical

Power Supply Input	External 100-240 VAC 50-60 Hz 25 A
Power supply output to power units	48 VDC 3.35 A Max 180 W
Power consumption	Active 4 W Standby 0.7 W
Audio quality	16 bit digital
Volume control	0 dB to -72 dB + "OFF"

AUX 1 IN XLR balanced

Input impedance	≥ 7 kΩ (asymm.)
-----------------	-----------------

AUX IN RCA unbalanced

Input impedance	≥ 20 kΩ (asymm.)
Input gain adjustment	+24 dB to -51 dB + "OFF"

AUX OUT 1,2 RCA unbalanced

Max. output level	0 dBV = -10 dBFS
Output impedance	≤ 600Ω
Output gain adjustment	+24 dB to -51 dB + "OFF"

Headphone

Load impedance	16-150 Ω
Output power	Max 70 mW 32 Ω
Volume control	0 dB to -72 dB + "OFF"

Environment

Operating temperature	5 to 50 °C
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D-Cerno D

D-Cerno Delegate Discussion Unit



Description

D-Cerno introduces a new era: an innovator within its market segment. It combines sleek design with digital signal processing and plug-and-play functionality.

Stylish, discreet, and unobtrusive with a low profile: the D-Cerno is at home in any meeting room context.

The system is completely based on digital signal processing. The result is crystal-clear sound and excellent intelligibility. Two cornerstones of any successful meeting.

In a global, interconnected world where communication is crucial, immunity to typical mobile phone interference is simply a must. D-Cerno's shielded microphone eliminates these disturbances, so delegates can focus on the essence of the meeting.

The system is designed to work out-of-the-box, with hardly any technical expertise required. Wiring is easy: simply connect shielded Cat 5 cables from unit to unit. While connecting, there is no need to worry about the IN and OUT port since the unit detects the direction of the signal flow automatically. It makes cabling errors virtually impossible.

D-Cerno uses the most recent touch sensor button technology which results in several benefits.

The unit is hygienic and easy to clean since there are no gaps around the buttons where dirt and bacteria can accumulate.

And because there are no moving parts, there is no wear of the buttons. As a result, D-Cerno guarantees consistent performance over the entire lifespan of the product.

The system has the added benefit of easy extensibility: increasing or decreasing the number of units is a breeze. It makes D-Cerno ideal for rental use.

The D-Cerno D has a 30 cm microphone, the D-Cerno DL (71.98.303) has a 50 cm microphone.

Benefits

- » Contemporary design fits in everywhere
- » Easily cleaned
- » Superior lifespan
- » Plug-and-play approach

Features

- » Digital signal processing
- » Stylish, unobtrusive, low profile design
- » Hygienic touch sensor technology
- » Shielded microphone, immune to mobile phone interference
- » High-quality integrated loudspeaker
- » Headphone output
- » Headphone volume adjustment
- » Microphone On/Off button
- » Loop-through, daisy-chain cabling
- » Patented fail-safe redundancy feature
- » Concealed conference bus connections
- » Microphone LED ring
- » Bi-color bar indicator

Connectivity

- » 2 digital bus connections (IN/OUT - interchangeable)
- » Headphone connection

TEL152 Headphones

71.04.0154

- » A 2 m patch cable is included with the unit

Certification

Region	Certification
Europe	CE

Specifications

Mechanical	
Material	PC/ABS
Color	Black
Size (mm)	210 (w) × 135 (h) × 50 (d)
Size packed (mm)	400 (w) × 150 (h) × 130 (d)
Weight	620g
Weight packed	1000g
Microphone length (mm)	300
Electrical	
Power Supply	48 DC, over Cat5 cable
Power consumption	2 W
Audio quality	16 bit digital
Frequency response	25 Hz-15,000 Hz (± 3 dB)
Headphone	
Impedance	16-150 Ω
Output level	Max 70 mW 32 Ω
Environment	
Operating temperature	5 to 50 °C



Staff Report

Report To: Council Meeting
From: Jana Nethercott, Clerk
Date: 2020-12-17
Subject: Privacy Breach Policy

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk Re: Privacy Breach Policy; and

That West Elgin Council hereby adopt the Privacy Breach Policy as presented.

Purpose:

The purpose of this report is to provide Council with a draft of a Municipal Privacy Breach Policy for their review.

Background:

The Municipality of West Elgin staff recently underwent training on Municipal Information and Protection of Privacy Legislation and Privacy Breaches. During this training it was suggested that all public sector organizations should have a privacy breach response plan and or policy and therefore this policy was developed.

Financial Implications:

N/A

Policies/Legislation:

Municipal Freedom of Information and Protection of Privacy Act

Municipality of West Elgin

Schedule “A” to By-Law #2020-92

Policy AD-8.1 Privacy Breach Policy

Effective Date: December 17, 2020

Review Date:

1. Policy Statement

The Municipality of West Elgin is committed to protecting the personal information in the custody or control of the municipality and comply with the privacy protection requirements as mandated by the *Municipal Freedom of Information and Protection of Privacy Act*.

2. Background

The *Municipal Freedom of Information and Protection of Privacy Act* provides the right of access to information under the control of institutions in accordance with the principles and to protect the privacy of individuals with respect to personal information about themselves held by institutions and to provide individuals with a right of access to information.

Sections 31 & 32 of *Municipal Freedom of Information and Protection of Privacy Act* outlines when an institution can use and/or disclose personal information in its custody or under its control. When the use or disclosure of personal information or records containing personal information violates Sections 31 or 32 of the *Municipal Freedom of Information and Protection of Privacy Act* or any other applicable legislation, a privacy breach occurs. Privacy breaches can also occur when personal information of residents or employees is stolen, lost or mistakenly disclosed (example: personal information is mistakenly mailed/mailed to the wrong person).

3. Purpose

The purpose of this policy is to ensure that all Municipality of West Elgin employees and Members of Council, comply with the privacy protection requirements as mandated by the *Municipal Freedom of Information and Protection of Privacy Act*.

This policy confirms the Municipality’s obligation to protect personal information in its custody and control. Privacy breaches undermine public trust in the Municipality and may result in significant harm to the Municipality and to those whose personal information is collected, used or disclosed inappropriately.

This policy outlines the steps that shall be followed when an alleged Privacy Breach is reported, to ensure that quick containment is accomplished, and an investigation initiated to mitigate the potential for further dissemination of personal information.

4. Scope and Responsibility

This policy applies to all employees, volunteers, agents, contractors and Members of Council for the Municipality of West Elgin.

The Chief Administrative Officer (CAO) and Clerk are responsible for the overall implementation and enforcement of this policy, as directed by the *Municipal Freedom of Information and Protection of Privacy Act*.

5. Definitions

“Act” means the Municipal Freedom of Information and Protection to Privacy Act, R.S.O. 1990, Chapter M. 56.

“Employee” means any paid employee, including, but not limited to, full-time, part-time, paid apprenticeships, and seasonal employees.

“Municipality” means the Corporation of the Municipality of West Elgin.

“Personal Information” means recorded information about an identifiable individual, including,

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- c) Any identifying number, symbol or other particular assigned to the individual;
- d) The address, telephone number, fingerprints or blood type of the individual;
- e) The personal opinions or views of the individual except if they relate to another individual;
- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- g) The views or opinions of another individual about the individual; and
- h) The individual's name if it appears with other personal information relating to

the individual or where the disclosure of the name would reveal other personal information about the individual.

“Privacy Breach” means the use or disclosure of Personal information or records containing personal information in violation of Section 31 or 32 of the Act.

“Record” means any record of information however recorded, whether in printed form, on film, by electronic means or otherwise, and includes:

- a) Correspondence, a memorandum, a book, a plan, a map, a drawing, a diagram, a pictorial or graphic work, a photograph, a film, a microfilm, a sound recording, a videotape, a machine readable record, any other documentary material, regardless of physical form or characteristics, and copy thereof; and
- b) Subject to regulations, any record that is capable of being produced from a machine readable record under the control of an institution by means of a computer hardware and software of any other information storage equipment and technical expertise normally used by the institution.

6. General Procedure

Privacy Breach is an activity that resulted in the event of an inappropriate use of Personal Information (PI) or disclosed the Personal Information to the wrong recipient. A privacy breach may result in legal action taken against the municipality, employee or third-party consultant/contractor. Examples can include the loss or theft of a laptop, mailing sensitive information to the wrong address or disclosing personal information over the phone without appropriate consent of the individual. The Municipality’s highest priority is to respond to a privacy breach with immediate possible preventative measures to avoid future privacy breaches.

The following examples would demonstrate the privacy breach:

- An institution or employee intentionally or unintentionally discloses records containing personal information
- A municipal facility is broken into and personal information is stolen (laptop)
- A system is broken into by an unauthorized user (hacker)
- Personal information may be lost (a file misplaced within an institution)
- Stolen equipment (laptop, corporate cell phone)
- Inadvertently disclosed through human error such as a placed personal information in blue box, not shredded
- A letter addressed to person A is actually mailed to person B

6.1. Step 1: Confirm

The purpose of the confirmation is to begin to assign responsibilities so that the rest of the breach may be followed in a timely and complete manner.

If a complaint has been received or if an employee suspects a privacy breach has occurred the CAO & Clerk will investigate the validity of the complaint or suspicion. The “Risk Assessment Chart” attached hereto as Appendix A, will be used to assist in determining if a privacy breach occurred. If a privacy breach is confirmed the CAO & Clerk will evaluate the severity of the breach and proceed accordingly.

Upon realizing the fact that a privacy breach has occurred, the following steps should be taken:

1. Document the particulars of the incident
2. Determine if personal information was disclosed
3. Report breach to CAO and Clerk

6.2. Step 2: Contain

The CAO & Clerk shall in cooperation with other staff, undertake the following actions to contain the privacy breach:

1. Retrieve and secure any records associated with the alleged breach. If recipient of personal information states they have destroyed the information, written confirmation is required.
2. Determine in the breach would allow unauthorized access to any other personal information (example: electronic information system)
3. Isolate and suspend the process that caused the privacy breach. This may include:
 - a. Changing passwords/codes
 - b. Shutting down computer applications affected
 - c. Suspending mailings
 - d. Replacing locks on doors, filing cabinets etc.
4. Secure any evidence or documentation relating to the specific circumstances of the breach.
5. Document the breach and all containment activities.
6. Meet with staff to provide instructions and update them on what is happening.
7. In case of theft of equipment or break in or any criminal activity:
 - a. Contact the Police and file a report
 - b. Communicate the issue to staff and Council
 - c. Contact Municipal Legal Support

6.3. Step 3: Investigate

The CAO & Clerk shall conduct an internal investigation as to what caused the privacy breach, once the breach has been contained. Including all policies and procedures and/or staff actions that caused the breach. This is done to develop mitigation procedures for future breaches. Breaches that are reported to the Information Privacy Commission will require detailed submissions including all information above.

The investigation shall:

1. Identify and analyze the events that lead to the breach, including interviewing staff and collection of statements
2. Evaluate containment measures
3. Recommend remedial action so future breaches do not occur, review staff training and responsibilities involved in the breach.

6.4. Step 4: Notify

The Clerk shall notify, as required, the individuals whose personal information was compromised, through a letter substantially in the form of attached Appendix B. The purpose of providing notice of privacy breach to the individuals whose personal information was involved in the incident is to provide them with information about what happened, the nature of the potential or actual risks, what mitigating actions are being taken and the appropriate action for the individual to take to protect themselves. Along with the required information about an individual's right to complain to the Information and Privacy Commission about the handling of their private information and the contact information for the IPC.

The CAO & Clerk shall determine if other authorities or organizations, such as law enforcement, privacy commissioner's office and/or professional/regulatory bodies should be informed of the breach.

In the event that the Information and Privacy Commission needs to be notified, all mitigation strategies will need to be detailed in the official submission, along with all notification provided to affected parties. The Clerk, as head of Freedom of Information and Protection of Privacy, will be the point person for the Information and Privacy Commission (IPC).

6.5. Step 5: Mitigate

Upon completion of the investigation and documentation the CAO & Clerk shall:

1. Review the relevant information management systems to enhance compliance with privacy legislation
2. Amend or reinforce the existing policies, procedures and practices for managing and safeguarding personal information

3. Develop and implement new security or privacy measures, if required
4. Review policies and staff training

A report shall be prepared by the CAO & Clerk outlining the results of the investigation, including any recommendations to mitigate future breaches. Any recommendations from the report will be reviewed and where appropriate implemented. Consistent with best practices a copy of the report shall be made available to all parties who were affected by the breach and if necessary, submitted to the IPC.

A report to Council shall be done if the breach included:

1. More than five (5) individuals are affected by a confirmed breach; or
2. In the Opinion of the CAO & Clerk it is determined that it is in public interest to provide such a report.

7. Forms

1. Appendix A – Privacy Breach Risk Assessment Chart
2. Appendix B – Privacy Breach Letter Template
3. Appendix C – Reporting a Privacy Breach Note(s)

Appendix A

Municipality of West Elgin Privacy Breach Risk Assessment Chart

The “Risk Assessment Chart” can be used to assist in determining if a privacy breach occurred. If you answer “No” to all risk factors, there is a low probability that personal information has been compromised and it’s not likely a reportable breach. Regardless, the CAO & Clerk will make the determination.

Risk Assessment		Yes or No
1.	Risk of identity theft Is there a risk of identity theft or other fraud? Identity theft is a concern if the breach includes unencrypted information such as names in conjunction with social insurance numbers, credit card numbers, driver’s licence numbers, personal health numbers, debit card numbers with password information or any other information that can be used for fraud by third parties (e.g. financial information)	
2.	Risk of physical harm Does the loss of information place any individual at risk of physical harm, stalking or harassment?	
3.	Risk of hurt, humiliation, damage to reputation Could the loss of information lead to hurt, humiliation or damage to an individual’s reputation? This type of harm can occur with the loss of information such as medical or disciplinary records.	
4.	Risk of loss of business or employment opportunities Could the loss of information result in damage to the reputation to an individual, affecting business or employment opportunities?	

Appendix B

DATE

NAME

Dear XXXX,

NOTIFICATION OF PRIVACY BREACH

I am writing to inform you that a breach of privacy occurred at the Municipality of West Elgin office which involved your personal information. A privacy breach may be defined as an incident involving unauthorized disclosure of personal information in the custody or control of an institution covered by Ontario's *Municipal Freedom of Information and Protection of Privacy Act*.

Information about the Breach

The Municipality of West Elgin was able to retrieve all of the records, including yours, from [Company Name] shortly after we were made aware of the privacy breach. The owner of [Company Name] has assured us in writing that no copies of these records have been retained. In addition the Municipality has taken _____ action to change our procedures at (office) to ensure this type of privacy breach will not happen again and we are initiating privacy awareness training for our (office) supervisors.

The Municipality of West Elgin has (or has not) contacted the Ontario Information and Privacy Commission about this incident. You have the right to make a complaint to the Information and Privacy Commission and if you choose to do so, you may contact them at 2 Bloor Street East, Suite 1400, Toronto, On M4W 1A8.

Jana Nethercott,
Clerk
Municipality of West Elgin

Appendix C

Reporting a Privacy Breach Notes

Date: _____

Staff Name: _____

Person Reporting Breach

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Reported Breach:

Measures taken to retrieve information:

Date/time Reported to CAO & Clerk: _____



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-12-17
Subject: Water and Sewage Flat Rate Analysis

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer regarding Water & Sewage Flat Rate Analysis; and

That West Elgin Council hereby chooses one of the following four options:

Option 1 – Do nothing.

Option 2 – Provide Relief to All Multi-Residential Property Owners and offset lost revenue to residential, commercial and industrial class.

Option 3 – Adopt Township of Southwold Model for Multi-Residential Property Owners.

Option 4 – Adopt Township of Malahide model for Multi-Residential property owners.

Purpose:

The purpose of this report is to provide Council information on current water and sewage rates so staff can respond to the multi-residential property owners concerns with regards to November 12 2020 delegation.

Background:

On November 12, 2020 Council received a delegation from a Multi-Residential property owner in West Elgin seeking:

1. Notification of potential increases for future years
2. Rebate equal to the increases for both flat and usage rates for 2019, 2020 and 2021
3. Reconsideration of increases

Council requested a report back from staff to provide information on the costs for these requests as well as a comparison of what other municipalities do.

The Municipality of West Elgin retained the services of Sharratt Water Management Ltd. to develop water/sewage rates and provide a Financial Plan under Ontario Regulation 453/07 for the West Elgin Water System.

Setting the water/sewage rates involved a number of steps:

1. Development of a capital and major maintenance plan 2019-2029
2. Projection of Capital investment needs to replace current aging infrastructure.

3. Projection of future water use and the number of user paying the fixed (flat) component of the water bill to 2029.
4. Estimation of future water/sewage use and the number of users paying the fixed component of the water bill to 2029.
5. Development a fair two-part rate structure that has a fixed component to cover metering and billing charges and a variable charge placed on every meter of water sold 2019-2029.

Municipality of West Elgin is using Two Part Constant Unit rate, as this type of rate is commonly used and it was proposed that this rate be continued.

The Municipality of West Elgin also retained the services of Ontario Clean Water Agency to provide rate structure for the Rodney Sewage. This report considered the projected expenditures and revenue sources and combine them into a long-range sustainable cost recovery plan that would provide funds for all capital and operating expenditures when they are needed over the next ten years.

Based on Rodney WWTP 20 Year Capital Plan it was noted that the wastewater system will require significant capital expenditures in the upcoming years. These capital expenditures will consume the reserve fund and may require the use of debentures or other sources of capital to cover the additional expenses.

In order to return the system to a healthy fiscal state, aggressive wastewater rates were proposed and approved by Council, since government grants could not be guaranteed at that time.

2020-2021 – 12% wastewater rate increase
 2022-2023 – 10% wastewater rate increase
 2024 8% wastewater rate increase
 2025-2026 – 6% wastewater rate increase

Both of these reports can be found on the municipal website and public meetings were held and notice of the public meeting provided, prior to the setting of the 2019 and 2020 rates.

Staff researched the other two requests and have developed the following options for Council consideration:

Option 1 – Do nothing. All water/sewage rates are supported by Ken Sharratt Water Management plan and OCWA Rodney Sewage structure report. It is in best interest of the Municipality to follow the plans as recommended in order to cover all anticipated operational and capital costs.

Option 2 – Provide Relief to All Multi-Residential Property Owners and offset the lost revenue to residential, commercial and industrial class. The below is the loss of revenue if West Elgin charged on a per meter basis instead of per unit.

Loss of Revenue per billing run:

Rodney Sewage:	\$ 2,559.60
West Lorne Sewage	\$ 4,450.35
West Elgin Water	<u>\$ 5,155.92</u>
	<u>\$ 12,165.87</u>

	Increase	Current Rate	Increased Rate
Rodney Sewage Flat Rate	\$ 5.90	\$ 71.10	\$ 77.00
West Lorne Sewage Flat Rate	\$ 7.90	\$ 68.19	\$ 76.09
West Elgin Water Flat Rate	\$ 2.95	\$ 41.58	\$ 44.53

Option 3 – Adopt Township of Southwold Model

Below is an excerpt from Township of Southwold By-Law 2014-65

Every meter shall have the basic quarterly charge imposed. Where multiple dwelling units in multiple buildings are serviced by a single meter, each dwelling unit shall have the basic quarterly charge imposed.

- Where there is more than one dwelling unit but less than 7 dwelling units in a building and serviced by a single meter, each dwelling unit shall have the basic quarterly charge imposed.*
- Where there are more than 6 dwelling units in a building and serviced by a single meter each dwelling unit shall have 50% of the quarterly charge imposed.*

	Increase	Current Rate	Increased Rate
Rodney Sewage	\$ 1.93	\$ 71.10	\$ 73.03
West Lorne Sewage	\$ 4.24	\$ 68.19	\$ 72.43
West Elgin Water Flat Rate	\$ 1.13	\$ 41.58	\$ 42.71

Option 4 – Adopt Township of Malahide Model

	Increase	Current Rate	Increased Rate
Sewage			
<i>Single Family Dwelling \$164.61</i>			
Rodney Sewer	\$ 93.51	\$ 71.10	\$ 164.61
West Lorne Sewer	\$ 96.42	\$ 68.19	\$ 164.61
<i>Duplex or two houses on one account \$328.21</i>			
Rodney Sewer	\$ 186.01	\$ 142.20	\$ 328.21
West Lorne Sewer	\$ 191.83	\$ 136.38	\$ 328.21
<i>Fourplex \$334.75</i>			
Rodney Sewer	\$ 50.35	\$ 284.40	\$ 334.75
West Lorne Sewer	\$ 61.99	\$ 272.76	\$ 334.75
<i>Large User \$656.40 (more than 6 units)</i>			
Rodney Sewer	-\$ 196.80	\$ 853.20	\$ 656.40
West Lorne Sewer	-\$ 161.88	\$ 818.28	\$ 656.40
Water			
West Elgin Water	\$ 7.84	\$ 41.58	\$ 49.42

The cost of providing Multi-Residential property owners a rebate of the increases to the flat rate is estimated to be:

Flat Rate Increases	2019 Increase	2020 Increase	221 Jane	All Multi-residential properties
Water	\$ -	\$ 3.47	\$ 124.92	\$ 1,592.73
Rodney Sewage	\$ 1.53	\$ 12.79	\$ 1,546.56	\$ 4,798.47
West Lorne Sewage	\$ 6.10	\$ 12.55	\$ 2,014.20	\$ 12,337.50
Total Increase			\$ 3,685.68	\$ 18,728.70

Policies/Legislation:

By-law 2020-40



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-12-17
Subject: 2020 Completed Projects and Initiatives

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: 2020 Completed Projects for information purposes.

Purpose:

The purpose of this report is to provide Council with a recap of all the projects and initiatives completed or initiated during 2020.

Background:

Council and Staff managed to complete a fair number of projects and initiatives despite a very challenging 2020.

West Lorne Wastewater Treatment Plant Upgrades – Completed in March 2020, the redevelopment of the West Lorne Wastewater Treatment Plant was a \$2.7 million project equally funded by the Federal, Provincial and Municipal governments through the Small Community Grant.

Website – Launched on May 31, 2020, the redesign of the municipal website was a project that began in October of 2019 and continued with staff and Council input until the launch. This new website conforms to the AODA requirements that are set to take effect in January 2021. Funding for the redeveloped website was granted through the Municipal Efficiencies Grant.

Organizational Review – West Elgin Council initiated an organizational review in November 2019 and this resulted in the creation of one new position and the re-deployment of staff to find efficiencies. This review was partially funded through the Municipal Modernization Grant.

Accessible Playground in Miller Park – West Elgin partnered with the West Lorne Optimist Club who, were able to purchase a accessible playground structure through a Provincial Trillium Grant and fundraising campaign, to install this new equipment in Miller Park.

Hiring of new Fire Chief – In March 2020, West Elgin Council approved the creation of a recruitment committee for a part-time Fire Chief for West Elgin Fire Department. The result of this recruitment process was a shared services agreement with the Municipality of Southwold for the services of a part time Fire Chief.

Municipal Wide Curbside Garbage & Recycling Collection – in January 2020 Council held a public information session regarding the possibility of expanding curbside collection of garbage and

recycling to all residential properties in West Elgin. In June 2020 Council approved the expanding curbside collection to all residential properties in West Elgin, with collection beginning August 3, 2020,

Community Engagement – In January 2020, Council hosted two public information sessions on possible initiatives for residents, Municipal Wide Curbside Garbage & Recycling Collection and Rural Waterline Connections. In February 2020 Council approved a Social Media Policy and instructed staff to create a Municipal Facebook Page. There have been numerous inserts included in utility bills and mailout of information to residents, all in an effort to increase community engagement.

Spruce Up West Elgin Tree Giveaway – the Municipality, in cooperation with Lower Thames Conservation Authority purchased a total of 300 saplings to give to West Elgin Residents to help increase our tree coverage. Starting in March 2020 residents could sign up for one of the free trees with the pick-up day in May 2020 which included COVID-19 protocols.

Pandemic Response – In March 2020, the Global Pandemic was declared, municipal staff and Council worked hard to address the needs of the community and the safety of staff and residents. The Emergency Control Group and staff responded by continuing to provide services to residents through these unique circumstances.

- Council adapted to meet virtually starting in March of 2020
- Staff brought together all recreational trailer parks within West Elgin in order to share signage and information on the closure and re-opening of recreation trailer parks as well as act as a resource source for COVID-19.
- Staff developed policies and procedures to maintain municipal services and provide recreational services to the public, including developing waivers and check lists for all facility rentals as restrictions eased.
- Staff adapted to provide contactless payment options and curbside delivery of some services such as Marriage Licenses, commissioning of documentation and payment of accounts receivable prior to office re-opening to the public in June 2020.
- Staff worked with the two other Service Ontario locations to co-ordinate re-opening of the offices.
- Staff partnered with Dutton Dunwich for Municipal Hazardous waste day, with COVID-19 precautions in August 2020
- Council resumed many committee meetings, mainly virtually in June 2020
- Council resumed in person, public meetings in August, with social distancing and masking rules in effect.
- Staff resumed performing marriage ceremonies in July, with a total of 9 outdoor ceremonies performed.

There were a number of other Capital and smaller projects that were initiated in 2020, such as road paving, waterline replacements on Todd Place and Chestnut/Wood Streets, cast iron watermain replacement in Rodney, purchase of the fish cleaning station, mould remediation at the West Elgin Community Complex, resurfacing of the tennis courts, installation of keyless entry in municipal facilities, replacement of the filter in the West Elgin Community Pool, lighting retrofit at the West Lorne Complex and the consultation and engineering of the septic system at the Port Glasgow Trailer Park.

West Elgin staff also applied for a number of grants in 2020 such as the Enabling Accessibility Fund, Canadian Tire Jump Start Accessibility Fund, Investing in Canada Infrastructure Program – Old Town Hall in Rodney, Investing in Canada Infrastructure Program – Black’s Road Bridge Reconstruction, Investing in Canada Infrastructure Program – Green Stream – Rodney Wastewater Treatment Plant Upgrades, Safe Restart- Municipal Operations Grant, Investing in Canada Infrastructure Program – Transit – Four Counties Transit Bus Replacement, Municipal Modernization Grant, to name a few.



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-12-17
Subject: Amend Fire Schedule of Fees & Charges By-Law

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re:
Amend Fire Schedule of Fees & Charges By-Law; and
That West Elgin Council hereby consider the proposed by-law in the by-law portion of the agenda.

Purpose:

The purpose of this report is to explain the amendment to the Fees & Charges By-Law that was recently passed.

Background:

On November 26, 2020 West Elgin Council Approved By-Law 2020-87 to set the Fees and Charges for 2021. However, on November 30, 2020 the Ministry of Transportation announced a rate increase for fire response to emergencies on the 401 from \$485.00 per vehicle, per hour to \$488.40. This necessitated the change in our Fees & Charges By-law and it was decided instead of putting the actual number in the schedule changing the wording back to the Posted MTO Rate made more sense.

Financial Implications:

2021 Fees & Charges
2021 Budget

From: [Jana Nethercott](#)
To: [Jana Nethercott](#)
Subject: FW: MTO fire service response rate update on provincial highways
Date: December 10, 2020 9:10:51 AM

From: OAFC <info@oafc.on.ca>
Date: November 30, 2020 at 17:04:06 EST
To: Jeff McArthur <firechief@southwold.ca>
Subject: MTO fire service response rate update on provincial highways
Reply-To: OAFC <info@oafc.on.ca>

The Ministry of Transportation (MTO) has announced the annual rate increase for fire response to emergencies on the King's and Queen's Highways.

[View this email in your browser](#)



MTO Rate Increase

Dear Fire Chief Jeff McArthur,

Please be advised that the Ministry of Transportation (MTO) has increased the rate for fire department response on the King's Highway based on the Consumer Price Index. Effective November 1, 2020 the hourly rate for responses on the King's Highway will be \$488.40. The increased amount has been based on the Consumer Price Index rate of 0.7% for the previous year. The current limit of three vehicles per incident, unless circumstances require more, will still be in place.

This change will be implemented for call-outs which take place on and after November 1, 2020. Invoices for services up to and including October 31st, 2020 will be processed in the usual manner at the rate of \$485.00.

Visit www.oafc.on.ca/ministry-transportation-information to view the applicable correspondence. Please note that you must login to your member account to



MUNICIPALITY OF **West Elgin**

Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-12-17
Subject: Extension of Audit Services

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO-Treasurer re: extension of audit services; and That Council hereby agrees to extend the external audit services for the five (5) year period of 2021-2025 to engage Scrimgeour & Company Chartered Accountant at a cost of \$18,500 plus \$2,500 for the preparation of the EFIR/MPMP submission.

Purpose:

The purpose of the report is to extend the contract of the Municipality's auditing services for the years 2021-2025.

Background:

Subsection 296(1) of the *Municipal Act, 2001*, states that municipality shall appoint an auditor licensed under the Public Accounting, who is responsible for,

- a). Annually auditing the accounts and transactions of the municipality and its local boards and expressing an opinion on the financial statements of these bodies based on the audit; and,
- b). Performing duties requiring by the municipality or local board.

Scrimgeour & Company has worked side by side with the staff of the municipality to continue to deliver a full range of audit and accounting services. Ms. Scrimgeour specializes in municipal audits and has been kept apprised of all recent and developing auditing requirements and standards as they relate to the municipal sector. Ms. Scrimgeour is well respected for her expertise and has well established relationship with the Municipal staff. The Municipality receives exceptional services from the auditors and the established relationship of both parties has resulted in the delivery of financial reports in a timely and efficient manner. While ensuring that the Municipality continues to be transparent and accountable in their documentation of financial records.

Financial Implications:

2021 Budget

Policies/Legislation:

Municipal Act, 2001

Report Approval Details

Document Title:	Extension of Audit Services - 2020-30-Administration Finance.docx
Attachments:	- 2021 - 2025 Contract Extension Proposal (003).pdf
Final Approval Date:	Dec 10, 2020

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

Jana Nethercott

SCRIMGEOUR & COMPANY
CPA PROFESSIONAL CORPORATION

December 3, 2020

**Members of Council
Municipality of West Elgin
P.O. Box 490
R.R. #1
Rodney, ON
N0L 2C0**

Dear Sirs:

As you are aware, my contract for audit services will expire on December 31, 2020. I would like to thank Council for their support over past several years. As a demonstration of my commitment to the Municipality of West Elgin, I am proposing to extend my contract for audit services for the next five years at similar fees that have been in effect for the last several years.

My fee for the audit of the Municipality of West Elgin is currently \$17,500 plus an additional \$2,500 for the preparation of the EFIR/MPMP for submission to the Ministry of Municipal Affairs and Housing. I am proposing an increase to the audit fee only to \$18,500. The EFIR/MPMP fee will not increase.

Currently, my firm audits the Tri-County Water System for a fee of \$3,700. This fee will also not increase. I recognize this will be a decision of the Board.

If you have any questions regarding this letter, please do not hesitate to contact my office.

Sincerely,



Christene A. Scrimgeour, CPA, CA, BA
SCRIMGEOUR & COMPANY
CPA PROFESSIONAL CORPORATION



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2020-12-17
Subject: Municipal Office Renovations

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Municipal Office Renovations; and

That West Elgin Council hereby approve the request to prepare a Request for Proposal for the Municipal Office Renovations to be issued in early 2021.

Purpose:

The purpose of this report is to receive Council approval to move forward issuing a Request for Proposal for the scaled back plans for the required renovations of the Municipal Office in early 2021.

Background:

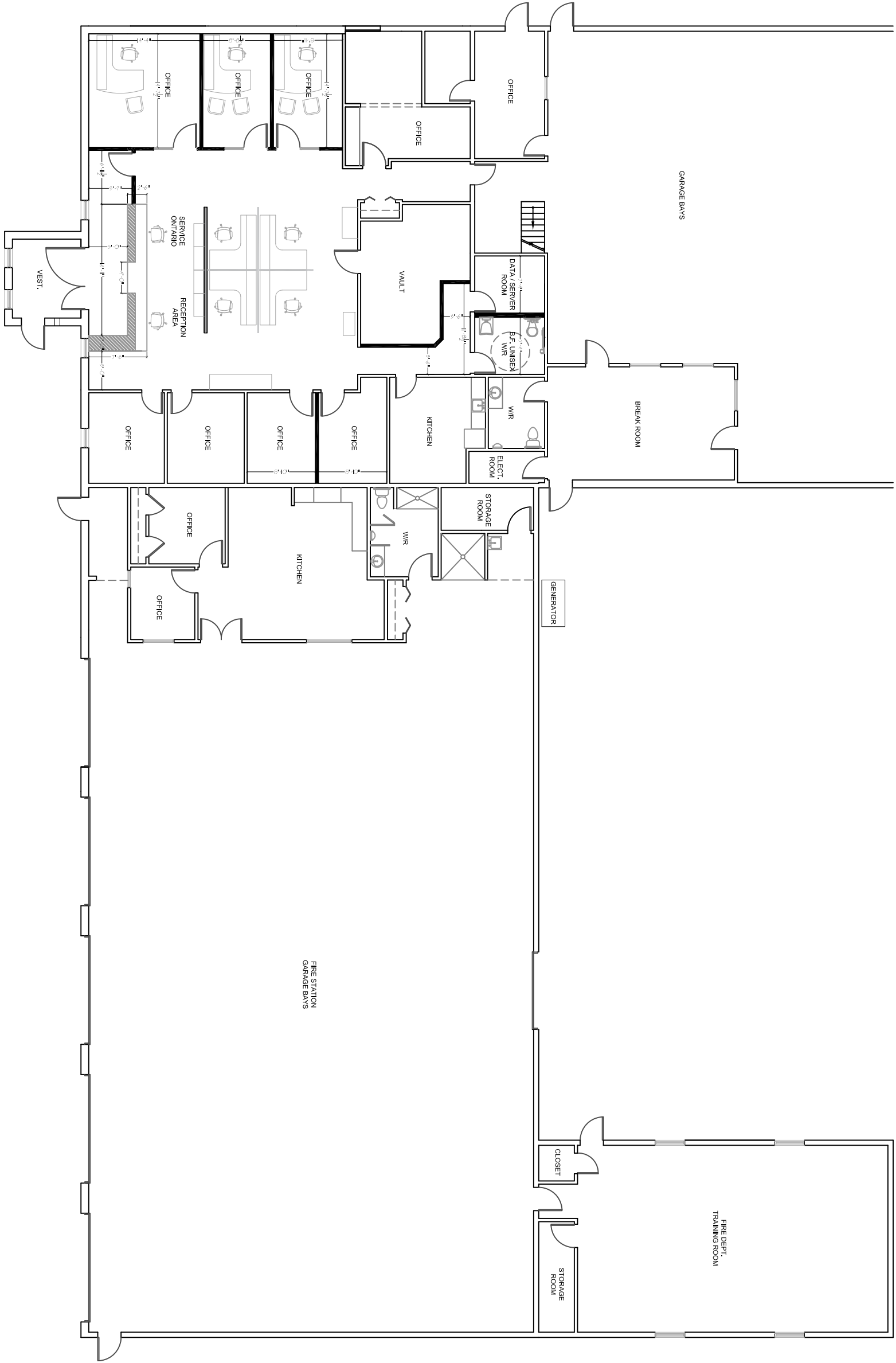
At the Council meeting on November 26, 2020 Council requested that a revised concept drawing and cost estimate be brought back to Council for the Municipal Office Renovations, after the decision that the cost of the addition was too high.

Staff requested updated concept drawings and cost estimate from Elgin County Engineer and these are appended to this report. The estimated cost of the renovation, which includes the required barrier free staff washroom and increased space for municipal staff, is \$166,752.00.

In order to get actual costs, a request for proposal which includes the engineered drawings, design, material and constructions costs of the renovation is needed. As the requirement for a barrier free washroom for staff is to be met by the end of 2021 and timing requirements of construction completion for grants, staff are requesting approval to move forward with issuing the RFP in early January 2021.

Financial Implications:

2021 Budget



WEST ELGIN - MUNICIPAL BUILDING

PROPOSED OPTION B

Estimated Construction Cost (excluding HST)			
<u>Items</u>	<u>s.f.</u>	<u>Cost per s.f.</u>	<u>Total Cost</u>
Interior Renovations			\$ 154,400.00
<i>Price includes: painting all offices and replacing</i>			
<i>flooring throughout the main building.</i>			
Roof & Septic Replacement Not Included			
SUBTOTAL:			\$ 154,400.00
Architectural / Engineering Fees (8%)			\$ 12,352.00
Permit Fees			\$ -
GRAND TOTAL:			\$166,752.00



MUNICIPALITY OF West Elgin

Staff Report

Report To: Council Meeting
From: Magda Badura, Acting CAO/Treasurer
Date: 2020-12-17
Report: 2020-12
Subject: 2021 Municipal Insurance Renewal

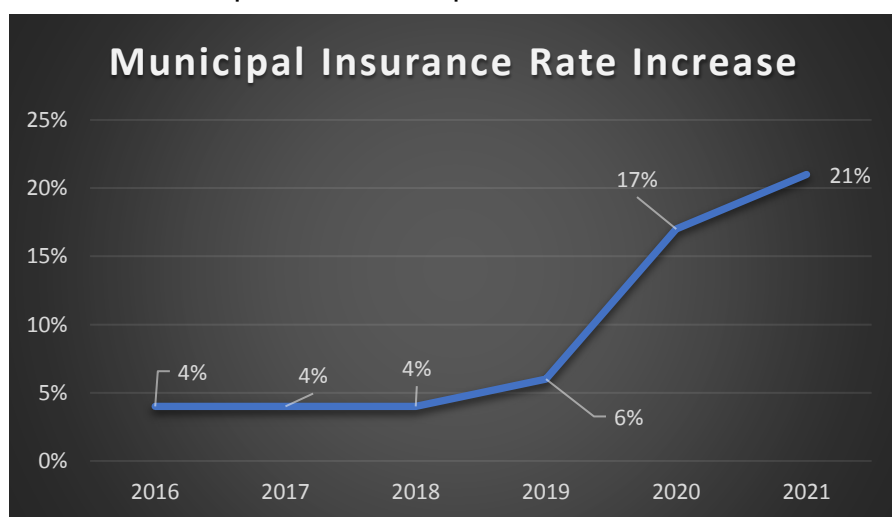
Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2021 Municipal Insurance Renewal and approve the premium of \$273,041.00 plus applicable taxes for the 2021 renewal period.

Background:

Insurance is the transfer of risk from one entity to another. The Municipality transfers the risk of future unknown losses to its insurance company. The cost of purchasing this transfer of risk is the insurance premium that is paid annually to the insurance company. The Municipality pays a premium which transfers the risk to the insurance company for a period, normally for one year.

The Municipality's insurer has been the Frank Cowan Company since 2011. Frank Cowan offered a rate stability commitment between 2016-2018. In the 2019 year, the rate increase was 6%, this was higher than hoped for, but reasonable. In 2020 the rate went up to 17%. The Administration and the Municipality's insurance broker have worked together to negotiate the escalating prices of the insurance premiums. Request for reconsideration was submitted as the proposed 36%

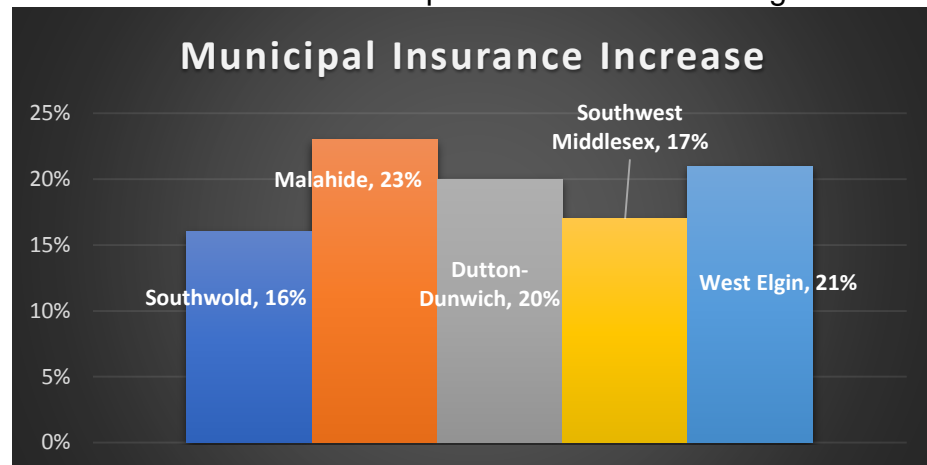


increase was unreasonable. Recently, Frank Cowan Company has informed the Municipality that they have reconsidered our rate increase and decided to drop the premium down to 21%, reasoning a good performance rating. Over the past few years, there has been a shift in a number of factors impacting municipal claims – factors that are driving up claims, which, in turn, are driving up the cost of insurance. Escalating insurance claims are the real culprit, as more municipalities make claims as a

result of climate change, joint liability, class action suits, rising legal costs, future care costs, transit system claims and, somewhat surprisingly, cyber-attacks that are now beginning to affect small Ontario municipalities.

Cowan said that rising insurance claims are not only driving up municipal government premiums, but the company noted the current situation has already forced one major insurance firm, Omex, to stop underwriting municipal government insurance policies all together.

To determine if this significant increase is reasonable, Administration have reviewed available information from other municipalities who are renewing their insurance policies. Based on this



review, it is my opinion that the premium increase is consistent with insurance renewals of other municipalities of similar size and loss experience. In order to assess whether insurance premium increases are reasonable and in line with the municipal insurance market, an RFQ was released in November. However, due to large volumes of requests the Insurance companies were

unable to respond to our deadline of December 14, 2020.

Financial Implications:

2021 Operating Budget and payment of the recommended insurance premium.

Related Documents:

2021 Municipal Insurance Program File attached

Report Approval Details

Document Title:	2021 Insurance Renewal - 2020-29-Administration Finance.docx
Attachments:	- 21770 - Report 2020.pdf - FCC_MunicipalInsuranceCrisis_FINAL_050613.pdf
Final Approval Date:	Dec 15, 2020

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

Jana Nethercott



2020 Municipal Insurance Program

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

Renewal Report for the Policy Term January 1, 2020 to January 1, 2021

Prepared by:
Aran Myers
Regional Manager

Ref 21770/kn

20 November 2019

75 Main Street North
Princeton, ON N0J 1V0
1-800-265-4000
frankcowan.com

We have
updated and enhanced
our property wordings.
See the Property Highlights
Sheet for more information.

Built with integrity, leading through innovation.



About Frank Cowan Company

Frank Cowan Company is a leader in providing specialized insurance programs, including risk management and claims services to municipalities, healthcare, education, community, children's and social service organizations across Canada. Proven industry knowledge, gained through nine decades of partnering with insurance companies and independent brokers, gives Frank Cowan Company the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues.

Frank Cowan Company Limited is affiliated with Cowan Insurance Group Ltd., The Guarantee Company of North America and Millennium Credit Risk Management Limited through common ownership under Princeton Holdings Limited.

Frank Cowan Company is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

THE ADVANTAGE OF A MANAGING GENERAL AGENT The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Frank Cowan Company to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

RISK MANAGEMENT SERVICES We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

CLAIMS MANAGEMENT SERVICES Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.

Best in Class Value-Added Services

Frank Cowan Company offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

ADVOCACY & MUNICIPAL ASSOCIATION SUPPORT

Frank Cowan Company employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

Frank Cowan Company advocates and supports your municipal associations across the country.



RISK MANAGEMENT SERVICES

Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

Roads & Sidewalks

Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

Driver Trainer

Fleets and individual drivers can receive comprehensive driver training through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management policies to defensive and cooperative driving education.

Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

MMS Compliance

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association

Municipal Education

Education & Seminars

Over 10,000 municipal employees from almost every department have received training from Frank Cowan Company over the past few years. Training can be provided through customized sessions on the topics of your choosing or be tied to a policy/procedure review or claims review. We can also provide training through a webinar format and record these webinars so your managers can use them at any time to train new staff or as a refresher for existing staff. We have also partnered with Ontario Good Roads Association and the Association of Ontario Road Supervisors to provide technical training on several books of the Ontario Traffic Manual. Every year we offer Regional Training Sessions to larger audiences on topics such as Building Inspection Losses, Fleet Safety, Trails and Cycling on Municipal Roads. We are always interested in hearing from you as to the type of training your municipality requires.

Frank Cowan Company Institute of Municipal Risk Management

Register for courses specific to your role as a Councillor or municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and features a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit municipaleducation.ca for more information or to register.

Reviews & Analysis

Contract Reviews

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

CLAIMS SERVICES

Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

Claims History Analysis

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources.

Policy and Procedural Reviews

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

Online Resource Library - Risk Management Centre of Excellence

You'll receive access to hundreds of relevant and helpful resources and templates designed to provide you with the tools needed to manage municipal risk.

Guidewire ClaimCenter® Claims Management

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

Expertise

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

Your Insurance Coverage

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	15,000	15,000,000 Per Claim No Aggregate
Voluntary Medical Payments		50,000 Per Person 50,000 Per Accident
Voluntary Property Damage		50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees		50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	15,000 Per Claimant	
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense		1,000,000 1,000,000 Aggregate
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	250,000
Environmental Liability (Claims Made Form)	5,000	2,000,000 Per Claim 4,000,000 Aggregate
*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings		

Follow Form – Excess Liability

Coverage Description		(\$) Limit of Insurance
Excess Limit		10,000,000
Underlying Policy	(\$) Underlying Limit	
General Liability	15,000,000	
Errors & Omissions Liability	15,000,000	
Non-Owned Automobile	15,000,000	
Owned Automobile	15,000,000	

Total Limit of Liability (\$) 25,000,000

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Crime

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)		1,000,000
Loss Inside the Premises (Broad Form Money & Securities)		300,000
Loss Outside the Premises (Broad Form Money & Securities)		300,000
Audit Expense		200,000
Money Orders and Counterfeit Paper Currency		200,000
Forgery or Alteration (Depositors Forgery)		1,000,000
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)		200,000

Accident

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Board Members: Persons Insured Mayor, Deputy Mayor and Three (3) Councillors		
Board Members Accidental Death & Dismemberment		250,000
Paralysis		500,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		300
Accidental Death of a Spouse while Travelling on Business		Included
Volunteers Accidental Death & Dismemberment		50,000
Paralysis		100,000
Weekly Income – Total Disability		500
Weekly Income – Partial Disability		250

Conflict of Interest

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Fees Expenses		100,000 Per Claim No Aggregate

Legal Expense (Claims Made)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Legal Defence Cost		100,000 500,000 Aggregate

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Property

Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified The Deductible is on a Per Occurrence Basis			
Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	5,000	RC	34,108,700
Excluded Item or Locations	Refer to Schedule		Refer to Schedule

Property Supplemental Coverage (Included in the Total Sum Insured unless otherwise specified in the wording)		
Building By-laws	5,000	Included
Building Damage by theft	5,000	Included
Debris Removal	5,000	Included
Electronic Computer Systems		
Electronic Computer Hardware and Media	5,000	Included
Electronic Computer Systems Breakdown		Not Insured
Electronic Computer Systems – Extra Expense		Not Insured
Extra Expense Period of Restoration	5,000	90 Days
Expediting Expense	5,000	Included
Fire or Police Department Service Charges	5,000	Included
First Party Pollution Clean-up	5,000	Included
Fungi and Spores	5,000	10,000
Furs, Jewellery and Ceremonial Regalia		
Ceremonial Regalia	5,000	Included
Furs and Jewellery	5,000	25,000
Inflation Adjustment	5,000	Included
Live Animals Birds or Fish	5,000	25,000
Newly Acquired Property	5,000	Included
Professional Fees	5,000	Included
Property and Unnamed Locations	5,000	Included
Property Temporarily Removed Including while on Exhibition and during Transit	5,000	Included

Recharge of Fire Protection Equipment Expense	5,000	Included
Sewer Backup and Overflow	5,000	Included

Public Entity Extension Endorsement (In Addition to the Total Sum Insured unless specifically scheduled in the wording)		
Accounts Receivable	5,000	500,000
Bridges and Culverts	5,000	50,000
Buildings Owned due to Non-Payment of Municipal Taxes	5,000	100,000
Buildings in the Course of Construction Reporting Extension	5,000	1,000,000
By Laws – Governing Acts	5,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	5,000	Included
Off Premises	5,000	1,000,000
Cost to Attract Volunteers Following a Loss	5,000	10,000
Docks, Wharves and Piers	5,000	100,000
Errors and Omissions	5,000	Included
Exterior Paved Surfaces	5,000	50,000
Extra Expense	5,000	500,000
Fine Arts		
At Insured's Own Premises	5,000	25,000
On Exhibition	5,000	100,000
Fundraising Expenses	5,000	10,000
Green Extension	5,000	50,000
Growing Plants		
Any One Item	5,000	1,000
Per Occurrence	5,000	100,000
Ingress and Egress	5,000	Included
Leasehold Interest	5,000	25,000
Master Key	5,000	25,000
Peak Season Increase	5,000	25,000
Personal Effects	5,000	25,000

Property of Others	5,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	5,000	25,000
Signs	5,000	Included
Vacant Property	5,000	1,000,000
Valuable Papers	5,000	500,000
Business Interruption		
Rent or Rental Value	5,000	500,000
Additional Endorsements		
Earthquake – Other Property	5,000	Included
Earthquake – Buildings	Not Applicable	Excluded
Flood – Other Property	5,000	Included
Flood – Buildings	Not Applicable	Excluded
Licensed Vehicles and Equipment	5,000	8,000
(\$) Total Amount of Insurance		36,786,700
RC = Replacement Cost ACV = Actual Cash Value VAL = Valued		

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Equipment Breakdown (TechAdvantage)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	5,000	50,000,000 Per Accident
Loss of Arena Revenues	24 Hours	1,000 Daily Indemnity 90,000 Total limit of loss
Extra Expense		500,000
Spoilage		50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Civil Authority or Denial of Access		30 days
Errors and Omissions		250,000
Data Restoration		50,000
By-Law Cover		Included
Off Premises Transportable Object		10,000
Brands and Labels		100,000
Green Coverage		50,000
Environmental Efficiency *Will not show on Declarations Page		Up to 150% of Loss
Anchor Locations		Included
Service Interruption *Will not show on Declarations Page		Included Within 1000 metres
Contingent Business Interruption		25,000
Public Relations Coverage		5,000

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Owned Automobile

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Liability		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
Direct Compensation – Property Damage		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		
Loss or Damage**		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	5,000	Included
Endorsements		
GCNA #4 - Fire Department Vehicles		Included
GCNA #8 - Replacement Cost		Included
#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)		Included
#21B - Blanket Fleet Coverage		50/50
** This policy contains a partial payment of loss clause. A deductible applies for each claim except as stated in your policy.		

Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

Automobile (Transit)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Liability		
Bodily Injury		10,000,000
Property Damage		
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
Direct Compensation – Property Damage		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		
Loss or Damage**		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	5,000	Included
Endorsements		
GCNA #8 - Replacement Cost		Included
#6C - Public Passenger Vehicle		8,000,000
<p align="center">** This policy contains a partial payment of loss clause. A deductible applies for each claim except as stated in your policy.</p>		

Account Premium

<i>Prior Term</i>	<i>Total Annual Premium (Excluding Taxes Payable)</i>	\$ 191,612	Total Annual Premium (Excluding Taxes Payable)	\$ 223,888
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Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply. The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).

Non-Accumulation of Limits Agreement is Applicable

Cost Analysis

	Expiring Program Term	Renewal Program Term
Casualty		
General Liability	\$ 102,769	\$ 128,461
Errors and Omissions Liability	5,447	5,447
Non-Owned Automobile Liability	200	200
Environmental Liability	2,276	2,276
Crime	750	750
Board Members Accident	310	310
Volunteers' Accident	500	500
Conflict of Interest	420	420
Legal Expense	1,785	1,785
Property		
Property	43,949	47,654
Equipment Breakdown	3,426	3,083
Automobile		
Owned Automobile	25,623	28,185
Owned Automobile - Transit	2,044	2,351
Excess		
Follow Form- 1 st layer	2,113	2,466
Total Annual Premium	\$ 191,612	\$ 223,888
(Excluding Taxes Payable)		

Changes to Your Insurance Program

Please be advised of the following changes to your insurance program that now apply:

Property Policy

- Building values have been increased in order to reflect inflationary trends.
- Since appraisal for the 1938 Ford Bickle (Antique), we have amended the basis of settlement to Actual Cash Value. In order to offer a valued basis, we will require a current appraisal, or you can opt to insure under the Owned Automobile Policy.
- We have added the Water Distribution Systems Extension Endorsement to this Policy
- Please review all limits and additional interests for accuracy.

Non-Owned Automobile Policy and Rented Vehicles

- Non-Owned Auto Coverage includes the SEF 94 endorsement – Legal Liability (Physical Damage) to a Hired/Rented Auto. Coverage is automatic for short term rentals (less than 30 days). If rentals are automatically renewed on a regular basis (for consecutive 30 day periods) coverage is required under the auto policy, #OPCF 27B endorsement and will be charged for accordingly. Please review this exposure and advise us of the details.

Environmental Wording Changes

We have amended the look of our Environmental Form. It is now in our standard font. We have also added quotations around defined terms throughout the wording.

We have updated the following exclusions to follow industry standard and have incorporated these into the wording.

- War
- Fungi
- Nuclear
- Terrorism
- Data
- Asbestos

Previously the Fungi, Nuclear, Terrorism, Data and Asbestos exclusions were added via separate endorsements.

Automobile Policy

- Effective October 18, 2018 convictions under the Criminal Code of Canada that would result in no insurance coverage have been updated to include drugs and a combination of drugs and alcohol. The new Auto Policy wording is available upon request.

Program Options

Frank Cowan Company offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

1. Self-Insurance – Deductible Programs

For comparison purposes we are setting out optional deductible programs that the Insured may wish to consider.

<u>CLASSIFICATION</u>	<u>PRESENT DEDUCTIBLE</u>	<u>OPTIONAL DEDUCTIBLE</u>	<u>CREDITS AVAILABLE</u>
Municipal Liability	\$ 15,000	\$ 25,000	\$ 2,891
Errors & Omissions	5,000	10,000	382
		25,000	708

2. Crime Coverage – Fraudulently Induced Transfer Coverage

Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

3. Board Members' Accident

24 Hour coverage extension is available (subject to Board Member's occupations).

Critical Illness coverage is available. See attached Highlight Sheet for details.

A quote is available on request (subject to satisfactory review of completed application for each Insured).

Description of Coverages

Frank Cowan Company offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a summary of current coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

MUNICIPAL LIABILITY COVERAGE HIGHLIGHTS

OVERVIEW

The Frank Cowan Company are specialists at insuring Public Entities. Our liability wording has been specially designed to meet the unique needs of these types of risks.

COVERAGE

- Limits up to \$50,000,000 available.
- Occurrence coverage with no General Aggregate.
- Territory – World-wide for all coverage.
- Products and Completed Operations – liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned. An Aggregate limit may apply for limits in excess of \$25,000,000.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage - broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the insurer or not.
- Products Liability - legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Abuse Liability for the entity insured.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability - full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

COMMON ENDORSEMENTS

In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

COVERAGE IS PROVIDED FOR UNIQUE EXPOSURES

- Products and Completed Operations Aggregate Limit may come into play for exposures such as road maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.
- Abuse and Professional Liability – as we have no exclusions for abuse, professional liability, negligent hiring practices or failure to supervise we provide exceptionally broad coverage for health risks such as long term care homes.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

PUBLIC ENTITY ERRORS AND OMISSIONS LIABILITY COVERAGE HIGHLIGHTS

PUBLIC ENTITY ERRORS AND OMISSIONS INSURANCE

Public Entity Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. Errors and Omissions focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

FEATURES

Limits	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
Defence Costs	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
No Annual Aggregate	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
Claims Made Policy	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
Claims Definition	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
Insured Definition	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

COVERAGE IS PROVIDED FOR UNIQUE EXPOSURES

Insurance	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
Benefit Plans	Errors or Omissions in administering Employee Benefit Plans are covered.
Misrepresentations	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements.
Other Specialists and Services	Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing or regulating by-laws. Officials and employees acting in good faith are often times the subject of lawsuits.

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NON-OWNED AUTOMOBILE COVERAGE HIGHLIGHTS

OVERVIEW

Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

FEATURES

SEF No. 96 Contractual Liability:

- When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

SEF No. 99 Long Term Lease Exclusion:

- When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

Territory:

- The Non-Owned Automobile policy provides coverage while in Canada and United States.

Termination Clause:

- The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

- We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

ADDITIONAL INFORMATION

Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

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ENVIRONMENTAL COVERAGE HIGHLIGHTS

OVERVIEW

Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third party damage whether pollutants are released on land, into the atmosphere or in the water.

FEATURES

Defence Costs

- Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

Storage Tanks

- Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

Territory

- Worldwide territory.

Limits of Insurance

- Both a 'per incident' and an 'aggregate' limit is applicable.

ADDITIONAL INFORMATION

Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

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CRIME COVERAGE HIGHLIGHTS

OVERVIEW

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

Optional Crime Coverage Includes:

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). *Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.*

For more information on our Optional Coverage refer to our Crime Coverage Options Highlight Sheet.

FEATURES OF OUR STANDARD CRIME COVERAGE

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

Employee Dishonesty – Form A Commercial Blanket Bond

- This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

- Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

Money Orders and Counterfeit Paper Currency

Covers Loss

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

Forgery and Alteration

- Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

Audit Expense

- Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

Computer and Transfer Fraud (Including Voice Computer Toll Fraud)

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry or change. The entry or change must be within a computer system that the Insured owns (and on their premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

BOARD MEMBERS' (INCLUDING COUNCILLORS') ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE HIGHLIGHTS

AD&D AND PARALYSIS LIMITS

	OPTION 1	OPTION 2
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

WEEKLY INDEMNITY

	OPTION 1	OPTION 2
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

ACCIDENT REIMBURSEMENT - \$15,000

Chiropractor	Crutches [†]
Podiatrist/Chiropodist	Splints [†]
Osteopath	Trusses [†]
Physiotherapist	Braces (excludes dental braces) [†]
Psychologist	Casts [†]
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant [‡]	Rental of Wheelchair
Transportation to nearest hospital [†]	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies [‡]	Blood or Blood Plasma [‡]
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room [‡]

[†]Maximum \$1,000 per accident. [‡]If prescribed by physician

DENTAL EXPENSES

Dental Expenses	\$5,000
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OCCUPATIONAL RETRAINING – REHABILITATION

Retraining – Rehabilitation for the Named Insured	\$15,000
Spousal Occupational Training	\$15,000

REPATRIATION

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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DEPENDENT CHILDREN – PER CHILD

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

TRANSPORTATION/ACCOMMODATION

(WHEN TREATMENT IS OVER 100KM FROM RESIDENCE)

Transportation costs for the Insured when treatment is over 100km from home.	\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.	\$15,000

HOME ALTERNATION AND VEHICLE MODIFICATION

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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SEATBELT DIVIDEND

10% of Principal Sum	\$25,000
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FUNERAL EXPENSE

Benefit for loss of life	\$10,000
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IDENTIFICATION BENEFIT

Benefit for loss of life	\$5,000
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EYEGLASSES, CONTACT LENSES AND HEARING AIDS

When Insured requires these items due to an accident.	\$3,000
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CONVALESCENCE BENEFIT – PER DAY

Insured Coverage	\$100
One Family Member Coverage	\$50

WORKPLACE MODIFICATION BENEFITS

Specialized equipment for the workplace.	\$5,000
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ELECTIVE BENEFITS

Complete Fractures

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	Dislocation	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		

AGGREGATE LIMIT

Aggregate Limit only applicable when 2 or more board members are injured in same accident.	\$ 2,500,000
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COVERAGE EXTENSIONS

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

ADDITIONAL INFORMATION

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

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VOLUNTEERS' ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE HIGHLIGHTS

AD&D AND PARALYSIS LIMITS

Accidental Death or Dismemberment	\$50,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000

WEEKLY INDEMNITY

Total Loss of Time	\$500
Partial Loss of Time	\$250

† Volunteer must be gainfully employed immediately prior to an accident for weekly indemnity benefits

ACCIDENT REIMBURSEMENT - \$15,000

Chiropractor	Crutches [†]
Podiatrist/Chiropodist	Splints [†]
Osteopath	Trusses [†]
Physiotherapist	Braces (excludes dental braces) [†]
Psychologist	Casts [†]
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant [‡]	Rental of Wheelchair
Transportation to nearest hospital [†]	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies [‡]	Blood or Blood Plasma [‡]
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room [‡]

†Maximum \$1,000 per accident. ‡If prescribed by physician.

DENTAL EXPENSES

Dental Expenses	\$5,000
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OCCUPATIONAL RETRAINING – REHABILITATION

Retraining – Rehabilitation for the Volunteer	\$15,000
Spousal Occupational Training	\$15,000

REPATRIATION

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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DEPENDENT CHILDREN – PER CHILD

Dependent Children's Education (limit per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit per year- maximum 4 years)	\$10,000

TRANSPORTATION/ACCOMMODATION (WHEN TREATMENT IS OVER 100KM FROM RESIDENCE.)

Insured Coverage	\$1,500
Family Member	\$15,000

HOME ALTERATION AND VEHICLE MODIFICATION

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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SEATBELT DIVIDEND

10% of Principal Sum when proof of wearing a seatbelt.	\$5,000
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FUNERAL EXPENSE

Benefit for loss of life.	\$10,000
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IDENTIFICATION BENEFIT

Transportation and accommodation costs for family member to identify Insured's remains.	\$5,000
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EYEGLASS, CONTACT LENSES AND HEARING AIDS

When Insured requires these items due to an accident.	\$3,000
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CONVALESCENCE BENEFIT – PER DAY

Confined to hospital.	\$100
Outpatient.	\$ 50

WORKPLACE MODIFICATION BENEFITS

Specialized equipment for the workplace.	\$5,000
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AGGREGATE LIMIT

Aggregate Limit only applicable when 2 or more volunteers are injured in same accident.	\$ 1,000,000
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ADDITIONAL INFORMATION

- Loss of life payments up to 365 days from date of Accident Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.
- Coverage is afforded to the Volunteer only when they are 'On Duty'.

The information in this notice is intended for informational purposes only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage.

CONFLICT OF INTEREST COVERAGE HIGHLIGHTS

OVERVIEW

Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

FEATURES

Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only – No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

COVERAGE DESCRIPTION

Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

ADDITIONAL INFORMATION

Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

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LEGAL EXPENSE COVERAGE HIGHLIGHTS

COVERAGE FEATURES

We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

BROAD CORE COVERAGE

The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

OPTIONAL COVERAGE

In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

LIMITS AND DEDUCTIBLES

- Coverage is subject to an Occurrence and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

EXCLUSIONS

- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.
* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

TELEPHONE LEGAL ADVICE AND SPECIALIZED LEGAL REPRESENTATION

- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

CLIENT MATERIAL AND WALLET CARD

- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

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PROPERTY COVERAGE HIGHLIGHTS

OVERVIEW

Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The Frank Cowan Company property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Public Entity Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

FEATURES AND BENEFITS

Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- No margins clause and no statement of values required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with Frank Cowan Company).
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement regardless of age. This can be amended to an Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment).
- Flood and Earthquake coverage are available.

SUPPLEMENTAL COVERAGE UNDER THE BASE PROPERTY WORDING

The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- | | |
|---|---|
| • Building Bylaws | • Furs, Jewellery and Ceremonial Regalia |
| • Building Damage by Theft | • Inflation Adjustment |
| • Debris Removal Expense | • Live Animals, Birds or Fish |
| • Electronic Computer Systems | • Newly Acquired Property |
| • Expediting Expense | • Professional Fees |
| • Fire or Police Department Service | • Property at Unnamed Locations |
| • First Party Pollution Clean-Up Coverage | • Property Temporarily Removed including while on Exhibition and during Transit |
| • Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss) | • Recharge of Fire Protective Equipment |
| | • Sewer Back Up and Overflow |

Note: The Supplemental Coverage does not increase your Total Sum Insured in most cases.

PUBLIC ENTITY EXTENSIONS OF COVERAGE ENDORSEMENT

Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

Limits of Insurance available for each Extension of Coverage will vary based on the individual risk.

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – *Named Perils Coverage applies.*
- Building(s) in the Course of Construction Reporting Extension
- By Laws – Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses
- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties – *Named Perils Coverage applies on an Actual Cash Value basis.*
- Valuable Papers

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EQUIPMENT BREAKDOWN TECHADVANTAGE HIGHLIGHTS

OVERVIEW

Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover. Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment (called "objects" in the policy). Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

FEATURES

Coverage is extended to pay for:

Property Damage: The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

Business Income: The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

Extra Expense: Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations.

Expediting Expenses: The cost of temporary repairs or to expedite permanent repairs to restore business operations.

Service Interruption: Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 1000 metres of the location.

Data Restoration: The restoration of data that is lost or damaged due to a covered loss.

Demolition: Building demolition and rebuilding required by building laws.

Ordinance or law: The additional costs (other than demolition) to comply with building laws or codes.

Other Coverage: Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations, Civil Authority or Denial of Access.

COVERAGE AUTOMATICALLY INCLUDES:

Microelectronics Coverage: Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

Cloud Computing – Service Interruption: Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

Cloud Computing – Data Restoration: Pays for data restoration for data lost when stored and managed by a cloud computing service provider that experiences an equipment breakdown.

Off Premises Transportable Objects: Extends coverage to transportable equipment anywhere in North America.

Anchor Location: (when business income coverage is purchased) expands Business Income coverage resulting from a covered accident at an anchor location that attracts customers to an insured location.

Environmental Efficiency and Green Coverage: Pays for upgrades to more energy efficient or environmentally friendly equipment.

Brands and Labels: Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

OTHER BENEFITS

Public Relations Coverage: (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

Contingent Business Interruption: (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

OPTIONAL COVERAGE

The coverage is included only if specified limits of insurance are shown on the Schedule of Coverage. A quote may be available (a completed application may be required).

Data Compromise Coverage: Up to \$50,000 (Annual Aggregate) for an Insured affected by a data breach. When a data breach occurs involving personal identifying information (information not typically available to the public) coverage includes expenses you incur for:

- Legal Counsel: to determine how you should best respond to the breach.
- Forensic Services: to help assess the nature and extent of the compromise.
- Regulatory Notification: to provide notification to the Office of the Privacy Commissioner of Canada.
- Notification and Services to Affected Individuals: a packet of customer support information, access to a helpline, fraud alert for the affected individuals, identity restoration case management for victims of identity theft caused by the breach.
- Public Relations Services: to assist in restoring your reputation.

Identity Recovery Coverage: Up to \$15,000 (Annual Aggregate) for an Insured affected by identity theft. Coverage applies to an Insured that is a sole proprietor, a partner if the Insured is a partnership, a chief executive in a corporation or a senior ministerial employee for religious institutions. Coverage is provided for various additional and unexpected expenses an individual will sustain due to an identity theft such as: costs for credit reports, lost wages, costs for the supervision of children, elderly or infirm dependents.

ADDITIONAL INFORMATION

BI&I automatically provide inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.

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OWNED AUTOMOBILE COVERAGE HIGHLIGHTS

OVERVIEW

We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

FEATURES

Third-Party Liability Coverage:

- Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own and/or leased vehicles.

Standard Statutory Accident Benefits Coverage:

- We automatically provide standard benefits if you are injured in an automobile accident, regardless of who caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

Optional Statutory Accident Benefits Coverage - Available upon request

- Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

Direct Compensation Property Damage:

- Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that another person was at fault for the accident as per statute.

Physical Damage Coverage:

- Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value.
 - Replacement Cost – No deduction for depreciation for repairs or replacement.
 - Available for specified vehicles (up to 25 years of age).
 - Total Loss: the Insured has the option of purchasing a new vehicle, or accepting a cash settlement for the amount it would cost to purchase a new vehicle.
 - Partial Loss: repair estimates are calculated by using all new parts to repair damage.
 - Valued Basis:
 - Can be provided on specified vehicles, usually those that are obsolete, would not be replaced, or would be replaced with a used vehicle.
 - Actual Cash Value:
 - Actual Cash Value (ACV) coverage is automatically provided for specified vehicles.

ADDITIONAL INFORMATION

Blanket Fleet Endorsement:

- Coverage is provided on a blanket basis under the 21B – Blanket Fleet Endorsement. Premium adjustment is done on renewal. Adjustment is made on a 50/50 or pro rata basis as specified in the endorsement. Mid-term endorsements are not processed on policies with this blanket cover.

Single Loss:

- If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

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Program Options – Highlights of Coverage

Frank Cowan Company offers a Comprehensive Insurance Program to meet your needs.

In addition to "Your Insurance Coverage", enhancements to your coverage are available as outlined under the Program Options page.

Highlights of coverage follow providing a brief description of these options.

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FRAUDULENTLY INDUCED TRANSFER ENDORSEMENT COVERAGE HIGHLIGHTS (SOCIAL ENGINEERING)

OVERVIEW

Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

FRAUDULENTLY INDUCED TRANSFER LOSSES, CYBER LOSSES AND CURRENT CRIME POLICIES

Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

FRAUDULENTLY INDUCED TRANSFER ENDORSEMENT FEATURES

- Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

LIMITS AND DEDUCTIBLE

The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 - \$100,000.

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CRITICAL ILLNESS COVERAGE HIGHLIGHTS

FEATURES

- \$10,000 Coverage (each applicant).
- Coverage up to 75 years of age.
- No Deductible.
- No Medical Examination Required (one page application only).

CRITICAL ILLNESSES COVERED

- | | |
|--|---------------------------|
| • Heart Attack (Myocardial Infarction) | • Heart Valve Replacement |
| • Coronary Artery Bypass Surgery | • Benign Brain Tumor |
| • Stroke | • Alzheimer's disease |
| • Cancer | • Third Degree Burns |
| • Kidney Failure | • Coma |
| • Major Organ Transplant | • Blindness |
| • Multiple Sclerosis | • Deafness |
| • Paralysis | • Loss of Speech |
| • Aorta Graft Surgery | • Motor Neuron Disease |
| • Parkinson's disease | |

EXCLUSIONS TYPICAL TO CRITICAL ILLNESS POLICIES

- War or while in the armed forces.
- Suicide, attempted suicide or self-inflicted injuries.
- AIDS (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus).
- Extreme Sports (e.g. scuba diving, parachuting, hang gliding, rodeo events).
- Negligence or non-compliance in seeking and/or following reasonable medical treatment.
- While under the influence of alcohol or drugs.
- Illnesses as a result of pregnancy.

POLICY LIMITATIONS

- Coverage for pre-existing conditions expressly excluded.
- Critical Illness benefit is only payable once, regardless of the number of critical illnesses and Insured claims.
- When a Critical Illness benefit is paid to an Insured Person, they are no longer insurable and coverage ceases.

*** Coverage is subject to a satisfactory application and underwriting approval for each Applicant.**

ADDITIONAL INFORMATION

- Coverage is only available when Board Members' Accidental Death and Dismemberment Coverage is purchased.

APPLICANT APPROVAL

- Coverage is subject to a satisfactory application and underwriting approval for each Applicant.

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EXHIBIT “A”

Estimate of Values

The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Frank Cowan Company and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Frank Cowan Company, significant interference with its competitive position and/or cause it undue loss.

Avoiding a Municipal Insurance Crisis

*It is safe to say that a few years ago it was very shocking to hear about a \$5M liability award. Today, larger awards are becoming commonplace. Court awards for severe bodily injury claims have been increasing dramatically. A claim that may have been settled for \$5M five years ago is now settling for \$12M-\$20M. Recent Court cases such as Guiliani (attack on the MMS) and Deering (higher proportion of municipal liability) demonstrate that the municipal insurance environment continues to deteriorate. The Deering case has cost more than \$20M to litigate thus far. Fordham (Court ruling in favour of the young driver who was drinking and driving without a seatbelt) is perhaps the most telling case underlining the exposures municipalities face. If we are to make roads safe for this kind of driver, where will the funds come from? **It is imperative to act now!***

Frank Cowan Company is a leader in providing municipal insurance for over 85 years. Part of our mandate is to monitor the insurance environment to ensure our clients are protected. At Frank Cowan Company, we are very concerned about recent trends affecting the cost of municipal liability insurance. Municipal liability claims costs have escalated to unprecedented levels at a time when municipalities are facing considerable budget constraints. Recent court decisions have driven the cost of claims up to alarming levels. The current situation is not sustainable and a long-term solution is required that is beneficial to all parties. This solution is critical to providing future financial stability for municipalities. Action must be taken now so that a proactive approach can be achieved and a crisis averted.

What's Driving Claims Costs Up?

Municipal insurance premiums are influenced by many drivers. One of the most significant factors in the pricing of insurance is the long tail nature of municipal liability claims. An incident may occur in a given policy year, but the claim may not be presented until many years later and may take several years to settle. Forecasting what the Courts may award a plaintiff years in the future is very challenging.

Over the past few years, there has been a startling upward trend regarding the factors impacting the municipal cost of claims. As the cost of claims increase exponentially, insurance premiums have followed suit. Key drivers that are influencing the cost of rising claims are:

- **Damage awards are getting larger**
A higher proportion of liability is being assigned to municipalities and total awards are escalating dramatically.
- **Future care costs are accelerating**
Providing future health care is extremely costly.
- **Joint & several liability** (also known as the 1% rule)
Municipalities are perceived as having deep pockets and therefore pay more than their fair share.
- **Cost of defending claims is increasing**
Cases are becoming more complex and taking longer to resolve driving legal costs upward.
- **Class actions**
Courts are certifying more class action suits.
- **Municipal claims inflation**
Claims inflation is running at 6% to 8% annually.
- **More litigious society**
There is a higher frequency of claims and more municipalities are being named in Court cases even if only remotely associated with the claim.

AMO 2011 Municipal Insurance Survey

In August 2011, AMO released their municipal insurance survey. Some of the key findings included:

- Insurance premiums are among the fastest growing municipal costs
- Rising costs disproportionately impact smaller municipalities
- Increases reflect the legal reality that municipalities are “deep pocket” defendants

Property taxpayers are paying for these unsustainable insurance increases. Municipalities are continuously facing significant challenges to fund their mandated services. Rising insurance costs can only translate into service level reductions in the critical services that taxpayers rely upon daily.

What can Municipalities do to Reduce the Cost of Claims?

Municipalities cannot simply stand by and wait for legislative change. There are a number of strategies that can be deployed that will help to offset some of these increases. Typical remedies include increasing deductibles, reviewing your limits and coverages and managing risk. Unfortunately these solutions are not enough!

A Call to Action!

The current situation is not sustainable. As the costs of claims increase at a faster rate than premiums some insurance companies will simply walk away from this business sector. Let's avoid an insurance crisis! All stakeholders need a long-term solution that achieves the following principles/objectives:

- Stability
- Sustainable
- Equitable to all parties

Simply put, municipalities need more protection. A long-term sustainable solution can be achieved by a careful review and the adoption of one or more of the following solutions:

- Capping awards
- Developing a Provincial fund to assist with paying for large claims
- Utilizing tribunals to streamline the Court system
- Structured settlements that provide awards over time
- Immunities for municipalities

These remedies are already in place in other jurisdictions. Adopting a number of these solutions will have the added benefit of reducing legal costs which will assist in reducing the total cost of claims. Another substantial benefit is that some of these solutions will decrease the amount of time in which victims receive their much needed awards. A careful consideration of these options along with the goal of developing a stable, sustainable and an equitable solution will lead to a balanced approach that all stakeholders require.

Collective Effort

Frank Cowan Company (representing 144 Ontario municipalities), The County of Brant, The Municipality of Chatham-Kent, The Region of Durham, The Municipality of Dutton/Dunwich, The City of Toronto, The Region of Waterloo, The Association of Municipalities of Ontario (AMO) and many others endorse this call to action and will offer assistance where required.

Take a stand with Frank Cowan Company.



Municipality of West Elgin

Minutes

West Elgin Community Centre Board of Management

November 17, 2020, 9:00 a.m.
West Elgin Community Centre

Present: Duncan McPhail
Alphonse Willie
Ken Loveland
Jim Hathaway

Staff Present: Lee Gosnell, Manager of Operations and Community
Services
Emily Jocius
Adam Ecker, Recreation Supervisor

1. Call to Order

Chair K. Loveland called the meeting to order at 9:30 a.m.

2. Adoption of Agenda

Moved: Jim Hathaway

Seconded: Duncan McPhail

That West Elgin Community Centre Board of Management hereby adopts the
Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Minutes

Moved: Jim Hathaway

Seconded: Alphonse Willie

That West Elgin Community Centre Board of Management Committee adopt the minutes of October 27, 2020 as circulated and printed.

Carried

5. Business Arising from Minutes

No business arising from the minutes.

6. Staff Reports

6.1 Financials

New Financials were presented at the meeting.

L. Gosnell the Manager of Operations and Community Services spoke on the Financials. New Financials were presented at the meeting. Mr. Gosnell went over each line item in depth. The West Elgin Community Centre Board of Management received the financials and stated the updated report was a good report.

Moved: Duncan McPhail

Seconded: Jim Hathaway

That West Elgin Community Centre Board of Management receives the Arena financials as of October 31, 2020.

Carried

6.2 Operational Update

Mr. Gosnell reported on operations at the West Elgin Community Centre since the meeting held on October 27th, 2020. All user groups are abiding by protocols set out by Southwestern Public Health and the Municipality to ensure the operations at the arena run smoothly. Mr. Gosnell spoke on the province moving Southwestern Public Health to stage yellow and how the operations would change in each stage. As the operations stand the arena is in good standing with protocols of stage yellow. All cleaning and disinfecting is begin completed between each session. Mr. Willie asked if additional signage could be posted to help enforce the protocols. Additional signage will be posted.

6.3 L. Gosnell, Manager of Operations and Community Services - Proposed Fees for 2021

The West Elgin Community Centre Board of Management received a report from Mr. Gosnell on the proposed ice time fees for 2021. Mr. Gosnell spoke on the current ice time rates.

Prime time (Weekdays after 5p.m. and all day Saturday and Sunday)
\$150.44 plus HST per hour

NON-Prime time (weekdays 8a.m.-5 p.m.) \$61.95 plus HST per hour

Minor Sports Association (per hour) \$130.00 plus HST

The new proposed fees were set with the youth of the community in mind. The arena is here for the youth of the community. The new proposed fees will help engage more youth participation within the community arena. The proposed fees bring us within range of our neighboring communities.

Prime Time Adult rate – $159.30 + \text{HST} = \$180.00/\text{hour}$ (over 18 years old)

Prime Time Youth rate – $135.40 + \text{HST} = \$153.00/\text{hour}$ (under 18 years old)

Non-Prime rate (adult & youth) – $75.22 + \text{HST} = \$85.00/\text{hour}$

K. Loveland stated Mr. Gosnell has brought forth an idea that will work. A. Willie stated minor hockey did not have any questions regarding the proposed fees. J. Hathaway stated it was a nice change to see the fees set higher and compete with the neighboring arenas.

Moved: Jim Hathaway

Seconded: Duncan McPhail

That West Elgin Community Centre Board of Management hereby receives the report from L. Gosnell, Manager of Operations and Community Services re: proposed ice time fees for 2021; and

That the West Elgin Community Centre Board of Management recommends to the West Elgin Council receives the proposed fees with a starting date of September 01, 2021.

Carried

7. Adjournment

Moved: Jim Hathaway

Seconded: Duncan McPhail

That the West Elgin Community Centre Board of Management hereby adjourn at 10:30 a.m. to meet again on December 9, 2020 at 9:00 a.m.

Ken Loveland, Chair

Emily Jocius, Recording Secretary

West Elgin Community Center

Income Statement

As of October 31, 2020

		<u>2020 Actuals</u>	<u>2020 Budget</u>
01-7600-6121	DONATIONS - ARENA RENAMING	- 3,020.00	-
01-7600-6202	GRANT FROM DUTTON/DUNWICH - Note 1	-	104,768.51
01-7600-6501	ICE RENTAL - Note 2	- 46,602.12	- 109,400.00
01-7600-6502	SIGN RENTAL	- 3,150.00	- 3,500.00
01-7600-6503	FOOD BOOTH RENTAL	- 375.00	- 900.00
01-7600-6504	PUBLIC SKATING	- 908.00	- 1,000.00
01-7600-6505	SKATE SHARPENING	- 850.00	- 1,200.00
01-7600-6506	VENDING MACHINE REVENUE	- 99.49	- 500.00
01-7600-7350	GARBAGE COLLECTION	1,870.81	2,600.00
01-7600-7415	TRAINING	-	2,000.00
01-7600-7430	Wages Transfer In	76,905.95	114,729.21
01-7600-7440	CONFERENCES/SEMINARS/MEETINGS	-	1,500.00
01-7600-7441	MEMBERSHIPS & DUES	250.00	250.00
01-7600-7450	HEALTH & SAFETY - Note 3	1,989.01	2,000.00
01-7600-7452	UNIFORMS	1,000.00	1,000.00
01-7600-7500	HYDRO - Note 4	34,265.46	70,000.00
01-7600-7501	GAS - Note 5	3,603.11	6,500.00
01-7600-7502	ARENA - WATER	2,876.77	3,000.00
01-7600-7510	INSURANCE	25,793.64	25,793.64
01-7600-7515	BUILDING REPAIRS & MAINTENANCE - Note 6	122,800.61	90,000.00
01-7600-7516	JANITORIAL	348.45	2,500.00
01-7600-7529	ADMINISTRATION EXPENSE - Note 7	-	2,500.00
01-7600-7531	CONTRACTS & AGREEMENTS - Note 8	3,620.00	3,000.00
01-7600-7601	PHONE & INTERNET - Note 9	2,880.60	2,500.00
01-7600-7602	SOFTWARE LICENSE	-	200.00
01-7600-7609	TOOLS	7.69	500.00
01-7600-7611	EQUIPMENT MAINTENANCE - Note 10	19,717.10	18,000.00
01-7600-7613	EQUIPMENT PURCHASE	4,159.99	10,000.00
01-7600-7614	EQUIPMENT RENTAL	272.40	350.00
01-7600-7618	SUBSCRIPTIONS - Note 11	428.83	800.00
01-7600-7650	OFFICE SUPPLIES	257.81	1,500.00
01-7600-7652	ADVERTISING	-	1,000.00
01-7600-7660	OTHER SUPPLIES	173.89	1,500.00
01-7600-7701	FUEL - GAS	50.53	100.00
01-7600-8003	CAPITAL - DRAIN REPAIR & EAVESTROUGH	-	10,000.00
01-7600-8004	CAPITAL - SECURITY CAMERAS	-	10,000.00
01-7600-8005	CAPITAL - KEYLESS ACCESS CONTROL	-	15,000.00
01-7600-8006	CAPITAL - FLOORING FOR WARMROOM	-	-
01-7600-8007	CAPITAL - BOARDS REPAIR	-	10,000.00
		<u>\$ 248,268.04</u>	<u>\$ 187,554.34</u>

Notes

Note 1 Grant from Dutton-Dunwich

Billing will be done at the end of the year;
as of November 15th Municipality of Dutton-Dunwich contributed \$60,250
towards their share of deficit.

Note 2 Ice Rental

**A/R Balance has a credit balance of \$21,781.37 as advance payment is required
before scheduled usage.**

Lost Revenue due to COVID-19 (Mar 13-22)	3,561.73
Lost Revenue due to COVID-19 (Sep - Oct 2)	<u>14,658.11</u>
	\$ 18,219.84

Hours Booked Summary Comparison 2019/2020 is attached

Note 3 Health & Safety

Lerners - Review of Arena agreements and wavers
by the Solicitor. **\$ 1,971.51**

Note 4 Hydro

Billed as of Sep-2020

Note 5 Gas

Billed as of Sep-2020

Note 6 Building Repairs & Maintenance

Supply and replace gas monitor	3,100.00
Service 2 Doors	488.00
5 CO2 Detectors	299.95
2 door closures	968.96
Other miscellaneous supplies	489.12
Restoration 1 - Mold remediation	67,293.50
Georgian Bay - Fire & Safety	755.39
Front Sign repair	2,100.00
Board Repairs	929.00
Restoration 1 - Mold testing	3,022.10
General painting and cleaning	2,464.59
HD Painting - painting of a ceiling	40,890.00
	<hr/>
	\$ 122,800.61

Note 7 Administration Expense

Allocation of administration fees done at year-end

Note 8 Contracts & Agreements

Keytech Water Management (\$182/mo.)	1,820.00
Jutzi Water Technologies (\$200/mo.)	1,800.00
	<hr/>
\$	3,620.00

Note 9 Phone & Internet

Additional charge of \$50/mo. is for point-to-point connection

Note 10 Equipment Maintenance

Zamboni repairs	2,247.37
Compressor maintenance	15,133.46
Compressor start-up	1,640.22
Other small repairs	696.05
	<hr/>
\$	19,717.10

Note 11 Subscription

Shaw Satellite subscription has been cancelled as of Sep-2020



Municipality of West Elgin

Agenda

West Elgin Community Centre Board of Management

December 9, 2020, 9:00 a.m.
West Elgin Community Centre

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

1. Call to Order

2. Adoption of Agenda

Recommendation:

That West Elgin Community Centre Board of Management hereby adopts the Agenda as presented.

3. Disclosure of Pecuniary Interest

4. Minutes

Recommendation:

That West Elgin Community Centre Board of Management Committee adopt the minutes of November 17, 2020 as circulated and printed.

5. Business Arising from Minutes

6. Financials

Recommendation:

That West Elgin Community Centre Board of Management hereby receive and file the Financials as of November 30, 2020.

7. Staff Reports

7.1. Operational Update

7.2. Program Update

7.3. Storage Rooms

7.4. 2021 Meeting Dates

Recommendation:

That the West Elgin Community Centre Board of Management approves the following meeting dates for the year 2021:

January 13

February 10

March 10

April 14

August 11

September 8

October 13

November 10

December 8

8. Adjournment

Recommendation:

That the West Elgin Community Centre Board of Management hereby adjourn at _____ a.m. to meet again on January 13, 2021 or at the call of the Chair.

Tri-County Water Board of Management Agenda

**December 15, 2020, 7:00 p.m.
Electronic Participation Meeting via Zoom**

Due to the COVID-19 Pandemic this meeting will be held electronically. 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.

1. Call to Order

2. Adoption of Agenda

Recommendation:

That Tri-County Water Board hereby adopts the Agenda for December 17, 2020 as presented.

3. Disclosure of Pecuniary Interest

4. Minutes

Recommendation:

That minutes of the Tri-County Water Board meeting on October 27, 2020 be adopted as circulated and printed.

5. Business Arising from Minutes

6. Staff Reports

6.1. Third Quarter Operations Report

Recommendation:

That Tri-County Water Board hereby receives the 2020 Third Quarter Operations Report from OCWA.

6.2. Extension of Auditing Services

Recommendation:

That the Tri-County Water Board hereby approve the extension of External Audit Services by Scrimgeour & Company CPA Professional Company at a cost of \$3,700 for five years until December 31, 2025.

6.3. 2021 Insurance Renewal

Recommendation:

That the Tri-County Water Board hereby approves the renewal of insurance coverage with Frank Cowan at an annual cost of \$18,285 plus applicable taxes.

7. 2021 Proposed Budget

Recommendation:

That the Tri-County Water Board hereby adopt the 2021 Operating and Capital Budgets as presented.

8. New Business

8.1. Election of Chair & Vice Chair for 2021

9. Adjournment

Recommendation:

That the Tri-County Water Board hereby adjourn at _____ p.m. to reconvene on January 26, 2021 at 7:00 p.m. or at the Call of the Chair.

Four Counties Transportation Services Committee

Minutes

**September 21, 2020, 8:30 a.m.
Electronic Participation Meeting via Zoom**

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

Staff Present: Magda Badura, CAO/Treasurer
Jana Nethercott, Clerk

1. Call to Order

Chair Bonnie Rowe called the meeting to order at 8:31 a.m.

2. Adoption of Agenda

Moved: Marigay Wilkins
Seconded: Ian Carruthers

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

For (5): Marigay Wilkins, SWM, Ian Carruthers, SWM, Linda Dunn, Adult Day Program, Duncan McPhail, West Elgin, and Ann-Marie Millson, Chatham-Kent

Carried (5 to 0)

*Note: John Wright, Chatham-Kent had technical difficulties and was unable to communicate during the meeting.

3. Disclosure of Pecuniary Interest

No disclosures

4. Minutes

Moved: Linda Dunn

Seconded: Marigay Wilkins

That Four Counties Transportation Services Committee hereby approve the Minutes of July 13, 2020 as printed and circulated.

For (5): Marigay Wilkins, SWM, Ian Carruthers, SWM, Linda Dunn, Adult Day Program, Duncan McPhail, West Elgin, and Ann-Marie Millson, Chatham-Kent

Carried (5 to 0)

5. Business Arising from Minutes

None.

6. Financial Information

6.1 Financials as of September 18, 2020

Magda Badura, CAO/Treasurer reported that between resumption of services on August 4, 2020 and September 18, 2020 there had been 23 trips total for approximately 3 trips per week. Driver's are receiving 3 hours per day in standby time, previously they had been laid off for 18 weeks.

Ms. Badura reported that Four Counties Transit has received the first installment of the Gas Tax Funding and the remaining 25% does not usually get disbursed until December. Ms. Badura confirmed that Four Counties Transit was awarded \$16,747 under the Phase 1 Transit Funding Municipal Funding under the Safe Restart Agreement. Ms. Badura indicated that she is still waiting confirmation on what will be received from the Enhanced Cleaning Funding.

Ms. Badura stated that a fogger has been purchased for the bus at a cost of approximately \$1,400 which includes enough supplies to last 12 months.

Ann Marie Milson inquired if any thought had been given towards the disbursement of any surplus funds at the end of the budget year? Ms. Badura reported that she believes Four Counties Transit will be in a surplus at the end of the year but it is not yet clear if all of the grant

monies can be moved into reserves or if it must be spent in this fiscal year.

7. New Business

7.1 Transit Bus Driver's - Hiring Process

Magda Badura, CAO/Treasurer reported that both transit driver's resigned due to increased hours at their other bus driving jobs. Advertising for these positions was completed and there were 4 applicants, with two interviews conducted. Due to the reduced hours, one candidate has been selected and will be mentored by one of the current driver's who has agreed to cover on an as needed basis for now.

7.2. Upcoming Meeting date

Chair Bonnie Rowe inquired if a meeting was not needed sooner to deal with the budget and funding allotments. Ms. Badura agreed that a meeting in the end of November made more sense to deal with potential transfer of monies to reserves.

8. Adjournment

Moved: Shelley Vergeer

Seconded: Ann-Marie Millson

That the Four Counties Transportation Services Committee hereby adjourn at 8:48 a.m. to meet again on November 30, 2020 at 8:30 a.m., or at the call of the chair.

For (5): Marigay Wilkins, SWM, Ian Carruthers, SWM, Linda Dunn, Adult Day Program, Duncan McPhail, West Elgin, and Ann-Marie Millson, Chatham-Kent

Carried (5 to 0)

Bonnie Rowe, Chair

Jana Nethercott, Clerk

Four Counties Transportation Services Committee Agenda

December 1, 2020, 8:30 a.m.

Electronic Participation Meeting via Zoom

Due to the COVID-19 Pandemic and Emergency Orders Issued by the Province of Ontario under the *Emergency Management & Civil Protection Act*, this meeting will be held electronically. Please contact the Clerk's Department if you require an alternate format or accessible communication support or wish to receive the link to this meeting at 519-785-0560 or by email at clerk@westelgin.net.

1. Call to Order

2. Adoption of Agenda

Recommendation:

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

3. Disclosure of Pecuniary Interest

4. Minutes

Recommendation:

That Four Counties Transportation Services Committee hereby approve the Minutes of September 21, 2021 as printed and circulated.

5. Business Arising from Minutes

6. Financial Information

7. 2021 Meeting Dates

Recommendation:

That Four Counties Transit Board Set the 2021 Meeting dates as:

- March 15, 2021
- June 21, 2021
- September 20, 2021
- December 20, 2021

8. Purchase of New Bus Discussion

8.1. Advertising Campaign

8.2. Fundraising Campaign

9. Expanding Service Area Discussion

9.1. Creating a Service Agreement

10. New Business

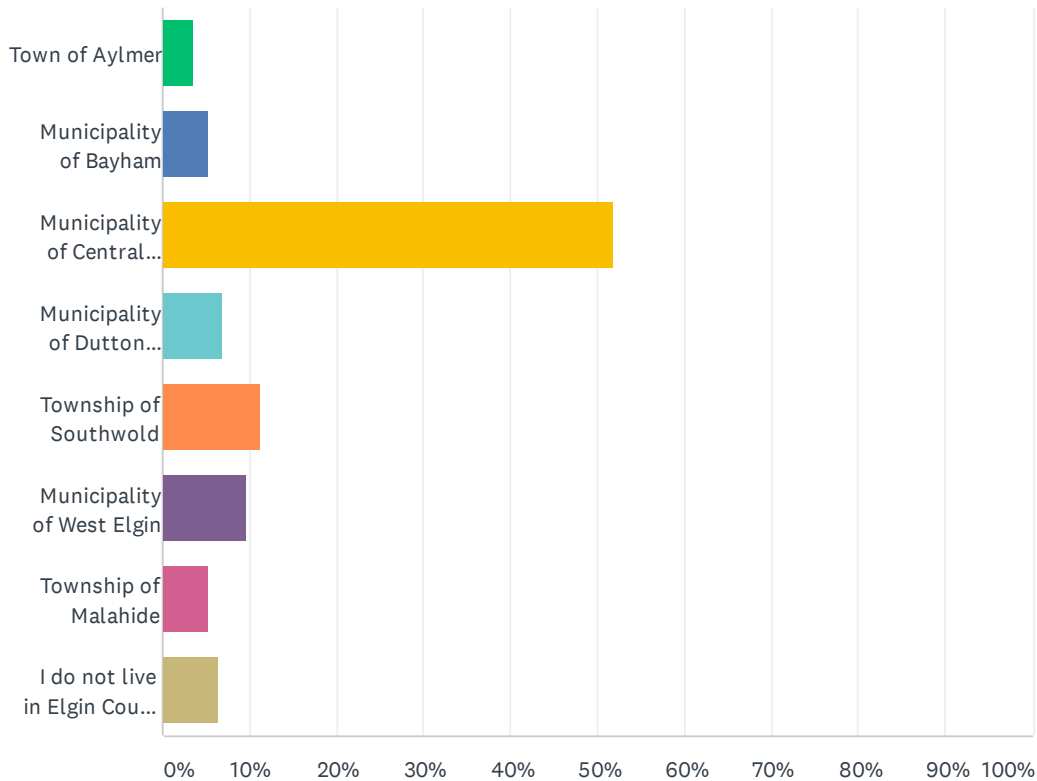
11. Adjournment

Recommendation:

That the Four Counties Transportation Services Committee hereby adjourn at ____ a.m. to meet again on ____, or at the call of the chair.

Q1 What Municipality do you live in?

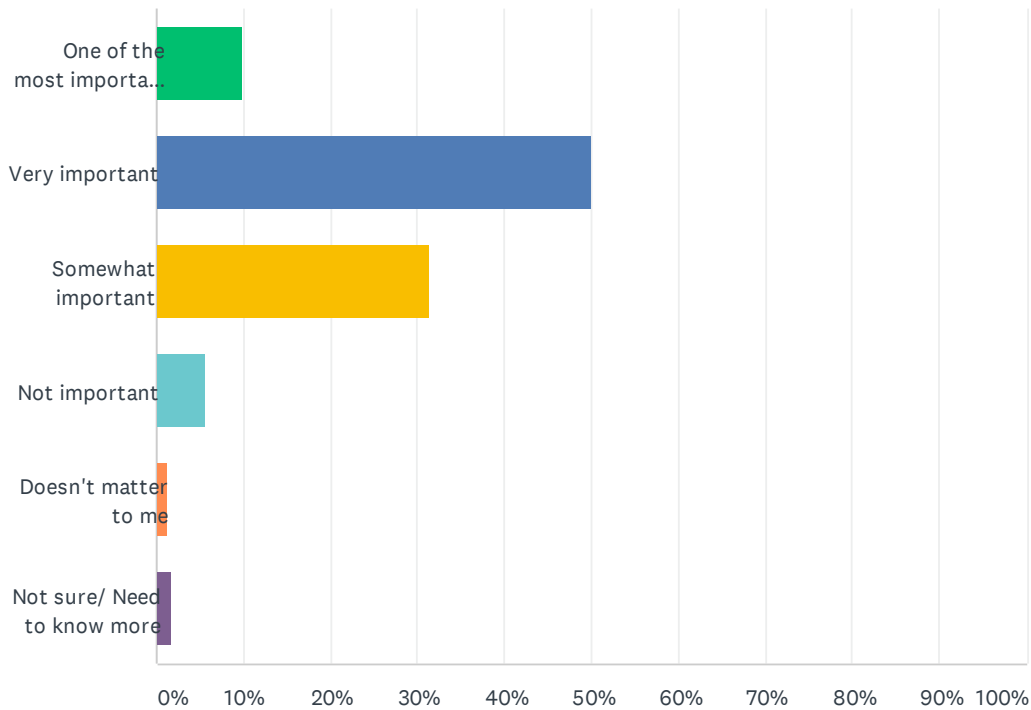
Answered: 231 Skipped: 2



ANSWER CHOICES	RESPONSES	
Town of Aylmer	3.46%	8
Municipality of Bayham	5.19%	12
Municipality of Central Elgin	51.95%	120
Municipality of Dutton Dunwich	6.93%	16
Township of Southwold	11.26%	26
Municipality of West Elgin	9.52%	22
Township of Malahide	5.19%	12
I do not live in Elgin County	6.49%	15
TOTAL		231

Q2 How important are Transportation Services (Roads, Bridges and Infrastructure Maintenance) to you and your family?

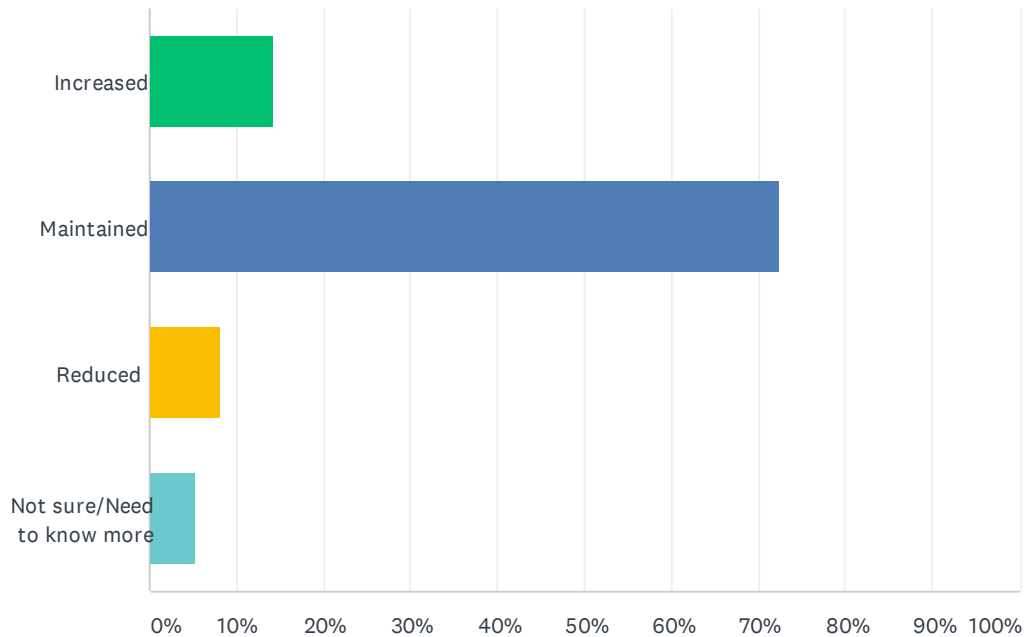
Answered: 232 Skipped: 1



ANSWER CHOICES	RESPONSES	
One of the most important services	9.91%	23
Very important	50.00%	116
Somewhat important	31.47%	73
Not important	5.60%	13
Doesn't matter to me	1.29%	3
Not sure/ Need to know more	1.72%	4
TOTAL		232

Q3 Should Elgin County's investment in Transportation Services (Roads, Bridges and Infrastructure Maintenance) be:

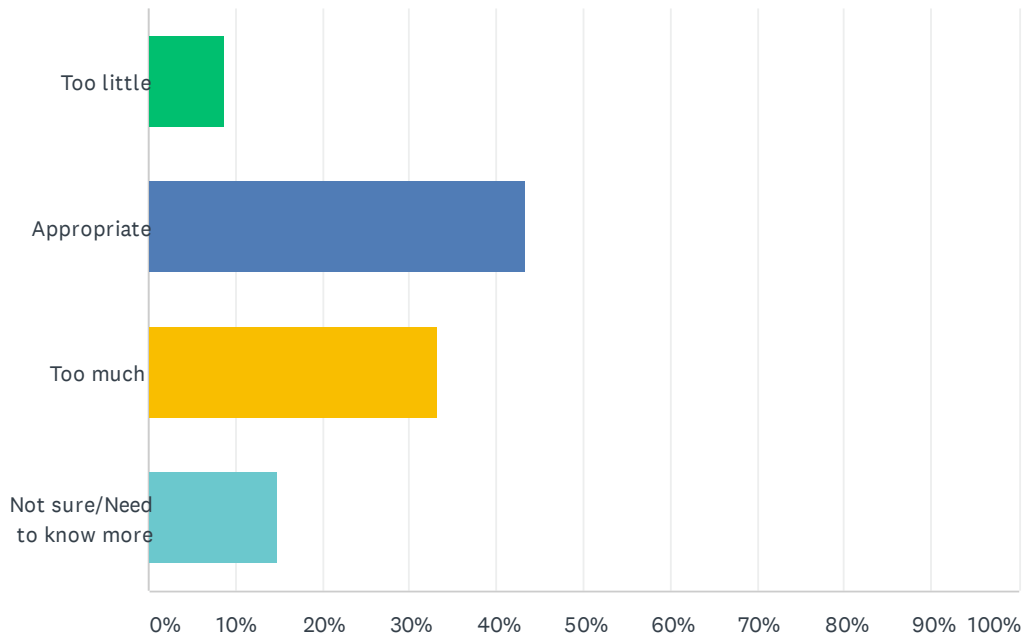
Answered: 231 Skipped: 2



ANSWER CHOICES	RESPONSES	
Increased	14.29%	33
Maintained	72.29%	167
Reduced	8.23%	19
Not sure/Need to know more	5.19%	12
TOTAL		231

Q4 Approximately 8% of the County's total budget supports Government Services, Administration, County Council, Committees and Economic Development/Tourism that support services provided to our community. Is this amount:

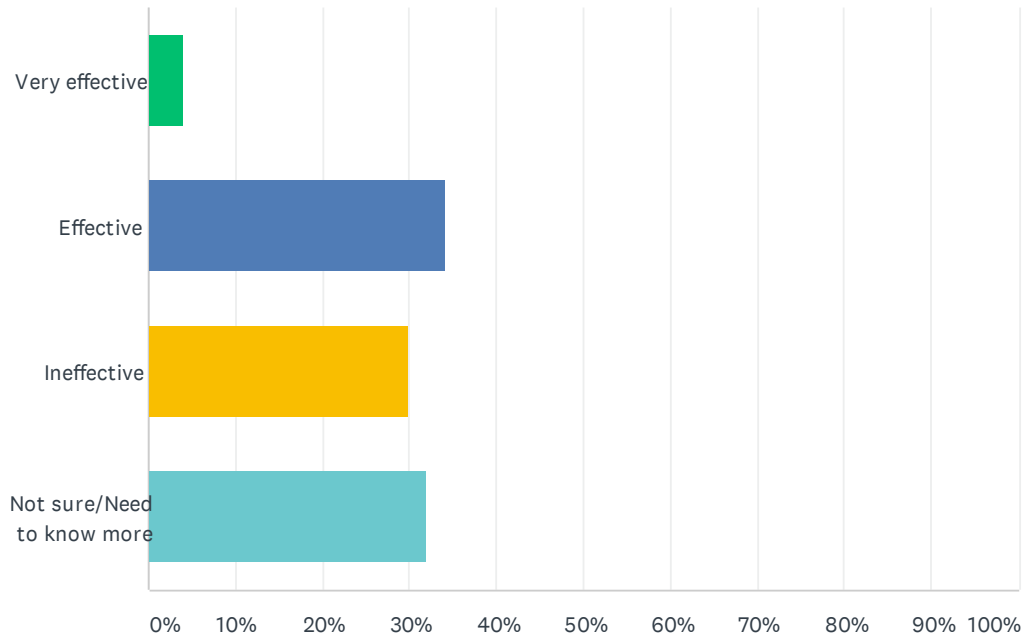
Answered: 229 Skipped: 4



ANSWER CHOICES	RESPONSES	
Too little	8.73%	20
Appropriate	43.23%	99
Too much	33.19%	76
Not sure/Need to know more	14.85%	34
TOTAL		229

Q5 The purpose of Economic Development (Business Support and Retention efforts) and Tourism spending is to increase business activity in Elgin, thereby reducing the pressure on residential taxes. Are our efforts:

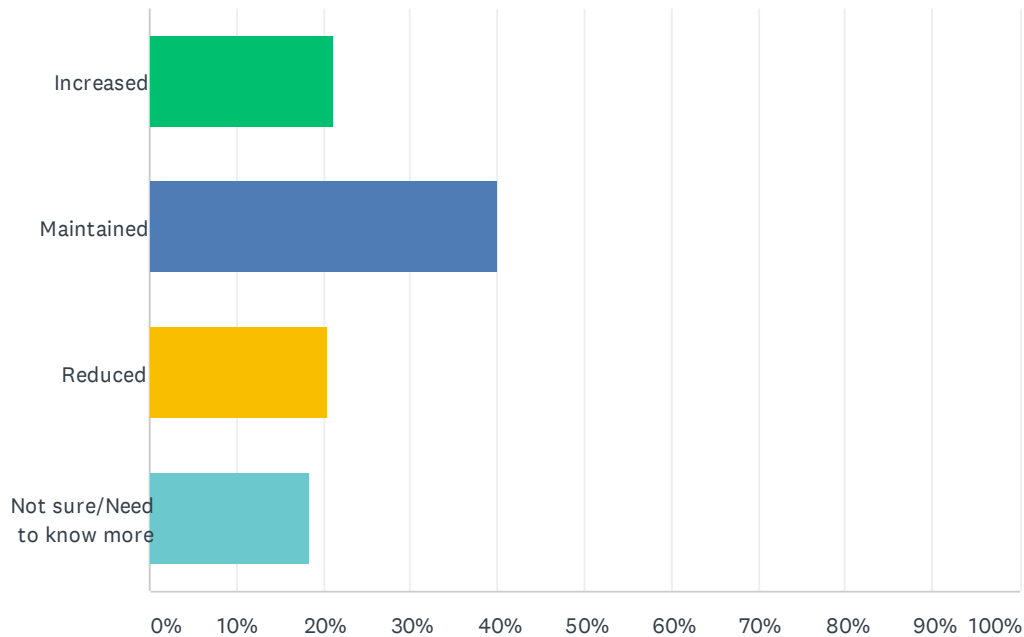
Answered: 231 Skipped: 2



ANSWER CHOICES	RESPONSES	
Very effective	3.90%	9
Effective	34.20%	79
Ineffective	29.87%	69
Not sure/Need to know more	32.03%	74
TOTAL		231

Q6 Should Elgin County's investment in Economic Development (Business Support and Retention efforts) and Tourism be:

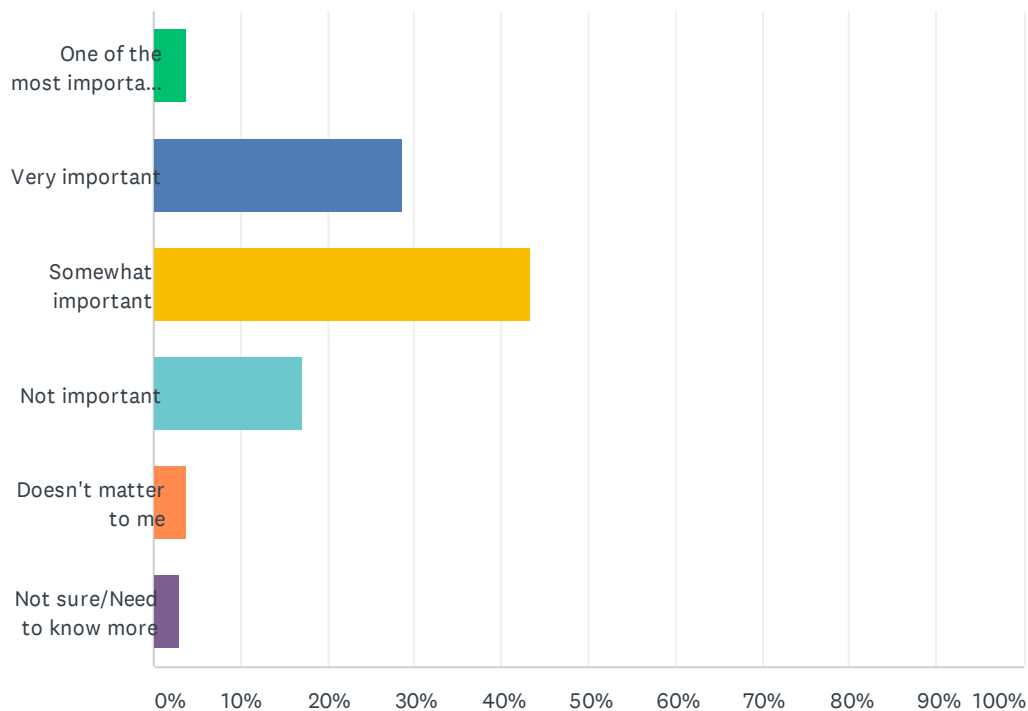
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	21.03%	49
Maintained	39.91%	93
Reduced	20.60%	48
Not sure/Need to know more	18.45%	43
TOTAL		233

Q7 The County makes planning decisions that will determine the future of communities through an Official Plan and through by-laws that establish rules and regulations that control development. How important Planning and Development Services (including Land Division Committee) to you and your family?

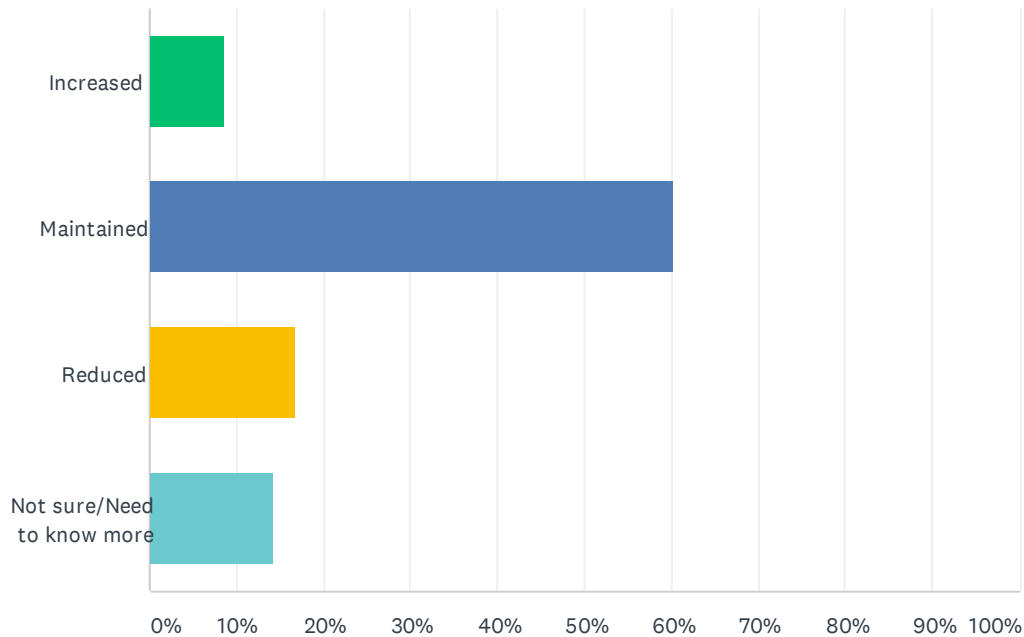
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	3.86%	9
Very important	28.76%	67
Somewhat important	43.35%	101
Not important	17.17%	40
Doesn't matter to me	3.86%	9
Not sure/Need to know more	3.00%	7
TOTAL		233

Q8 Should Elgin County's investment in Planning and Development Services (including Land Division Committee) be:

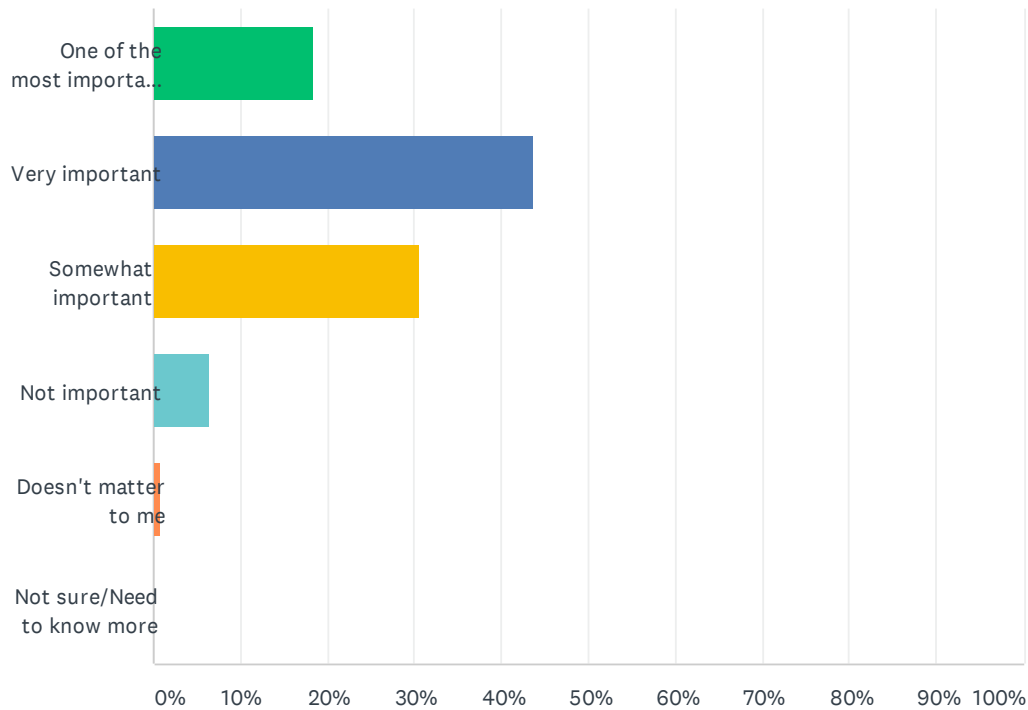
Answered: 232 Skipped: 1



ANSWER CHOICES	RESPONSES	
Increased	8.62%	20
Maintained	60.34%	140
Reduced	16.81%	39
Not sure/Need to know more	14.22%	33
TOTAL		232

Q9 How important are Public Health Services (funding provided to Southwestern Public Health) to you and your family?

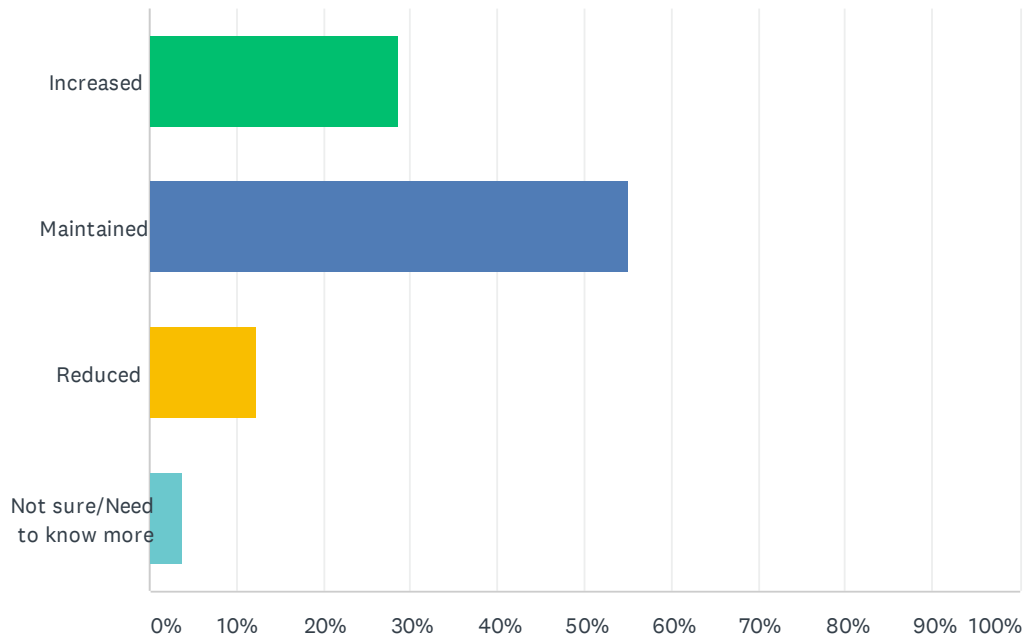
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	18.45%	43
Very important	43.78%	102
Somewhat important	30.47%	71
Not important	6.44%	15
Doesn't matter to me	0.86%	2
Not sure/Need to know more	0.00%	0
TOTAL		233

Q10 Should Elgin County's investment in are Public Health Services (funding provided to Southwestern Public Health) be:

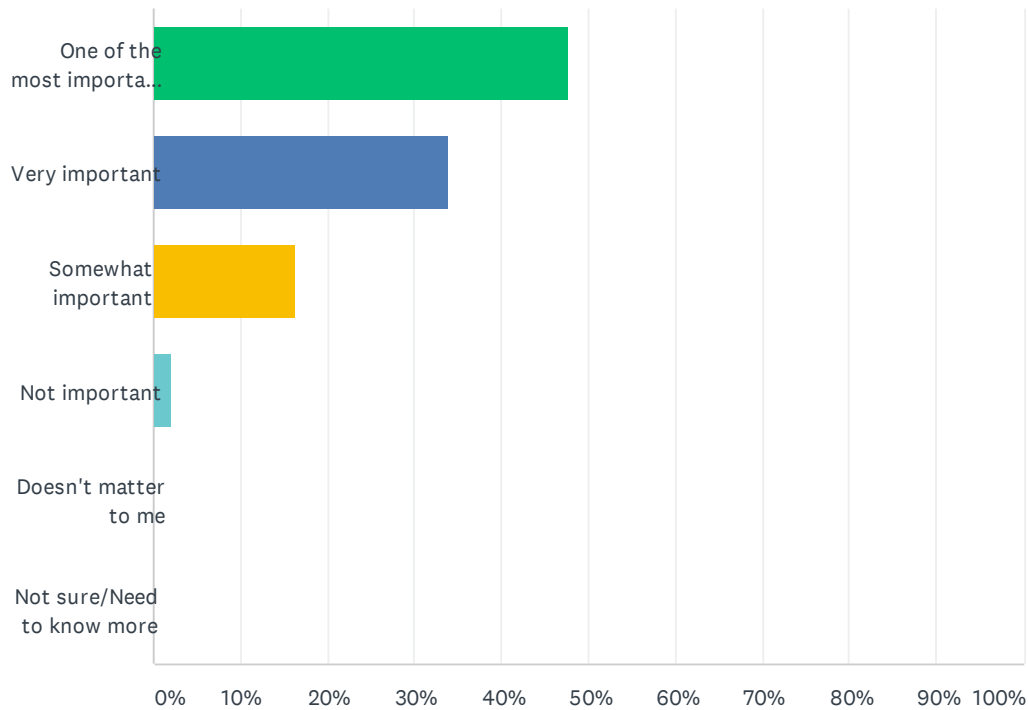
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	28.76%	67
Maintained	54.94%	128
Reduced	12.45%	29
Not sure/Need to know more	3.86%	9
TOTAL		233

Q11 How important are Emergency Medical Services (Ambulance) to you and your family?

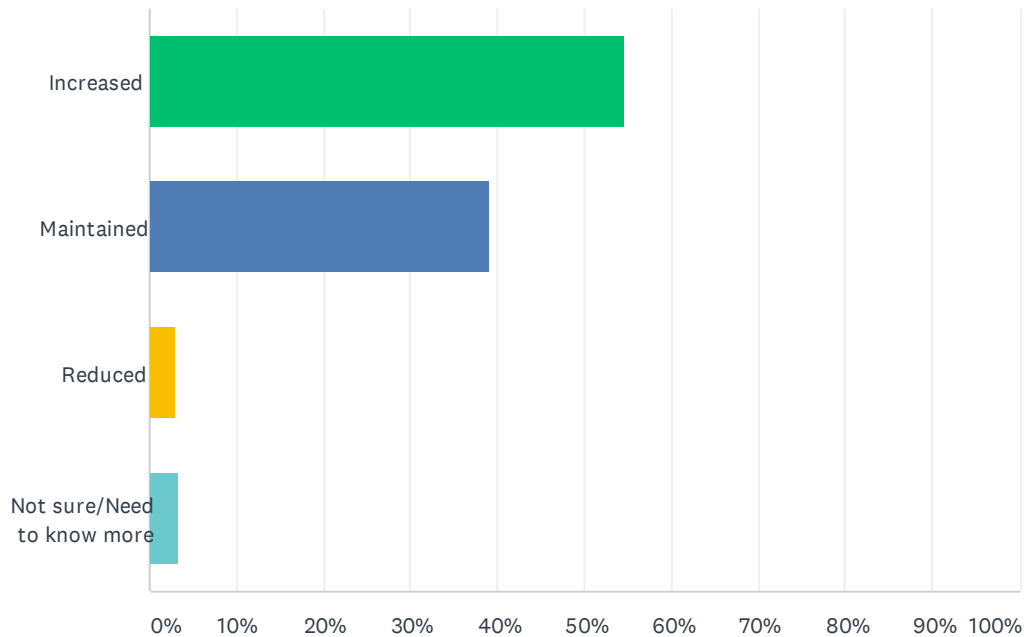
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	47.64%	111
Very important	33.91%	79
Somewhat important	16.31%	38
Not important	2.15%	5
Doesn't matter to me	0.00%	0
Not sure/Need to know more	0.00%	0
TOTAL		233

Q12 Should Elgin County's investment in Emergency Medical Services (Ambulance) be:

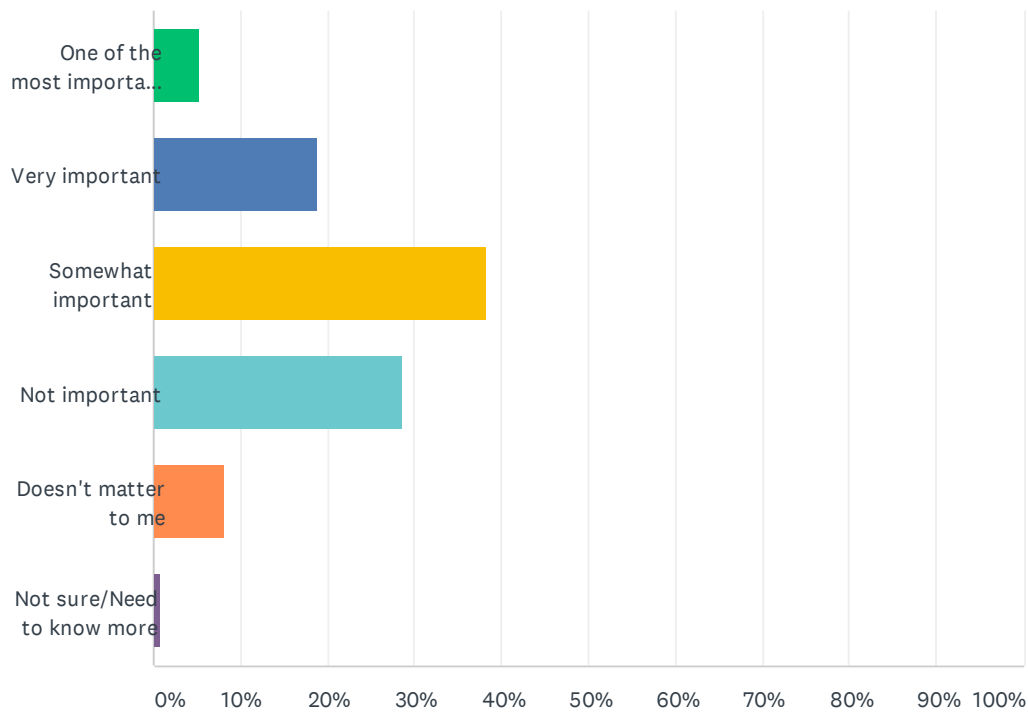
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	54.51%	127
Maintained	39.06%	91
Reduced	3.00%	7
Not sure/Need to know more	3.43%	8
TOTAL		233

Q13 How important are Elgin's 10 branch Libraries and Cultural Services (Elgin Heritage Centre and Archives) to you and your family?

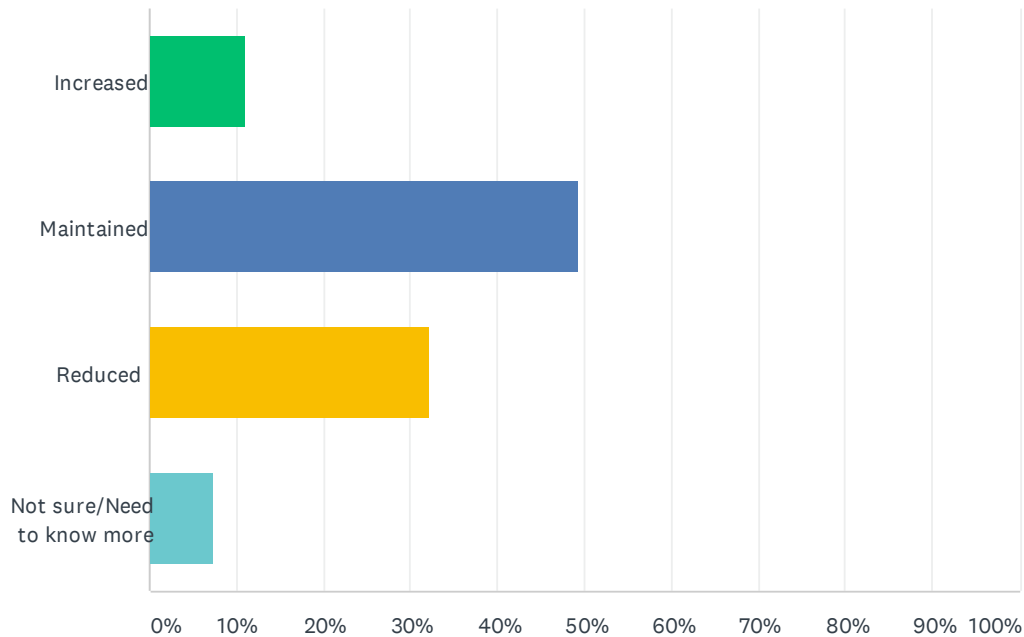
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	5.15%	12
Very important	18.88%	44
Somewhat important	38.20%	89
Not important	28.76%	67
Doesn't matter to me	8.15%	19
Not sure/Need to know more	0.86%	2
TOTAL		233

Q14 Should Elgin County's investment in Elgin's 10 branch Libraries and Cultural Services (Elgin Heritage Centre and Archives) be:

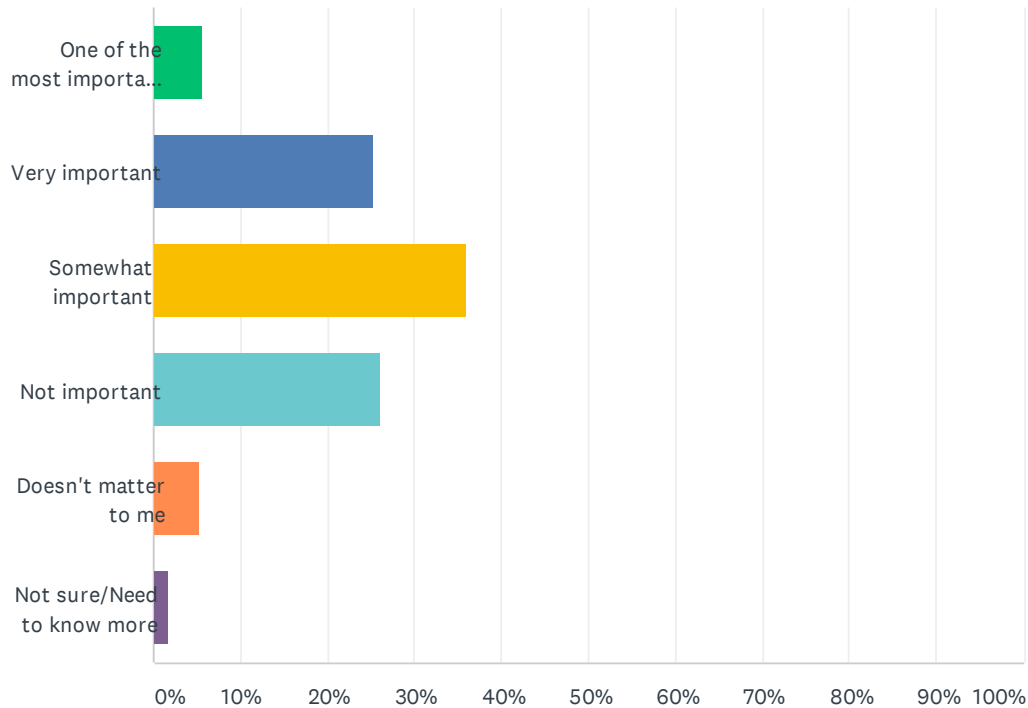
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	11.16%	26
Maintained	49.36%	115
Reduced	32.19%	75
Not sure/Need to know more	7.30%	17
TOTAL		233

Q15 How important are Social Services and Affordable Housing (funding provided to the City of St. Thomas, who delivers these services on our behalf) to you and your family?

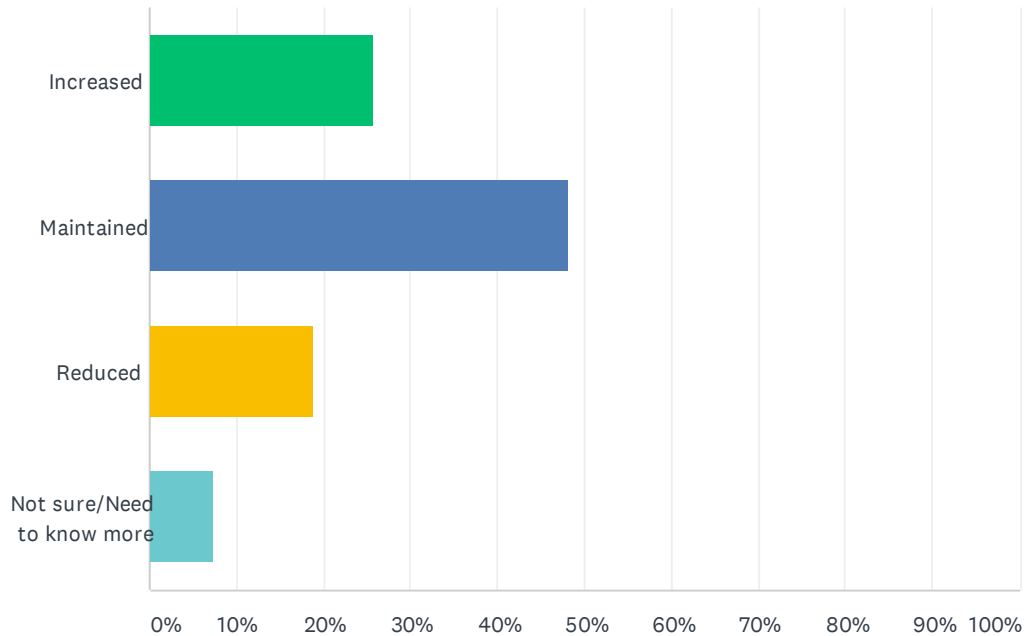
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	5.58%	13
Very important	25.32%	59
Somewhat important	36.05%	84
Not important	26.18%	61
Doesn't matter to me	5.15%	12
Not sure/Need to know more	1.72%	4
TOTAL		233

Q16 Should Elgin County's investment in are Social Services and Affordable Housing (funding provided to the City of St. Thomas, who delivers these services on our behalf) be:

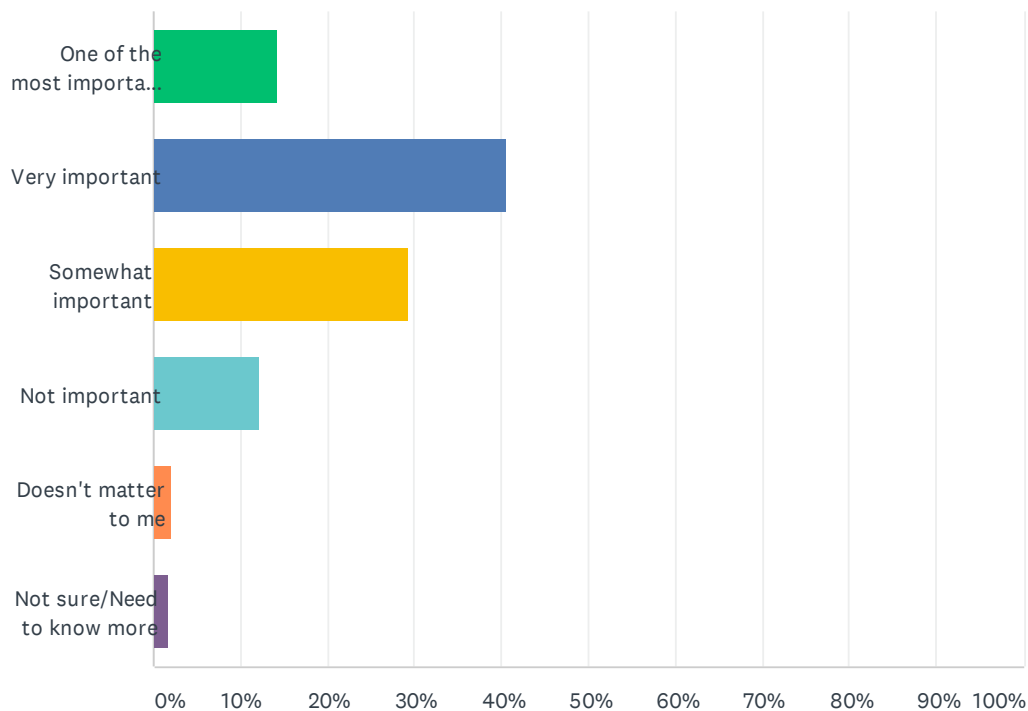
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	25.75%	60
Maintained	48.07%	112
Reduced	18.88%	44
Not sure/Need to know more	7.30%	17
TOTAL		233

Q17 Elgin Manor, Bobier Villa and Terrace Lodge are Elgin County's owned and operated Long-Term Care Home facilities providing personal and health services to 247 residents. How important are Long-Term Care Homes and Seniors Services (Elgin Manor, Bobier Villa and Terrace Lodge Long-Term Care Homes) to you and your family?

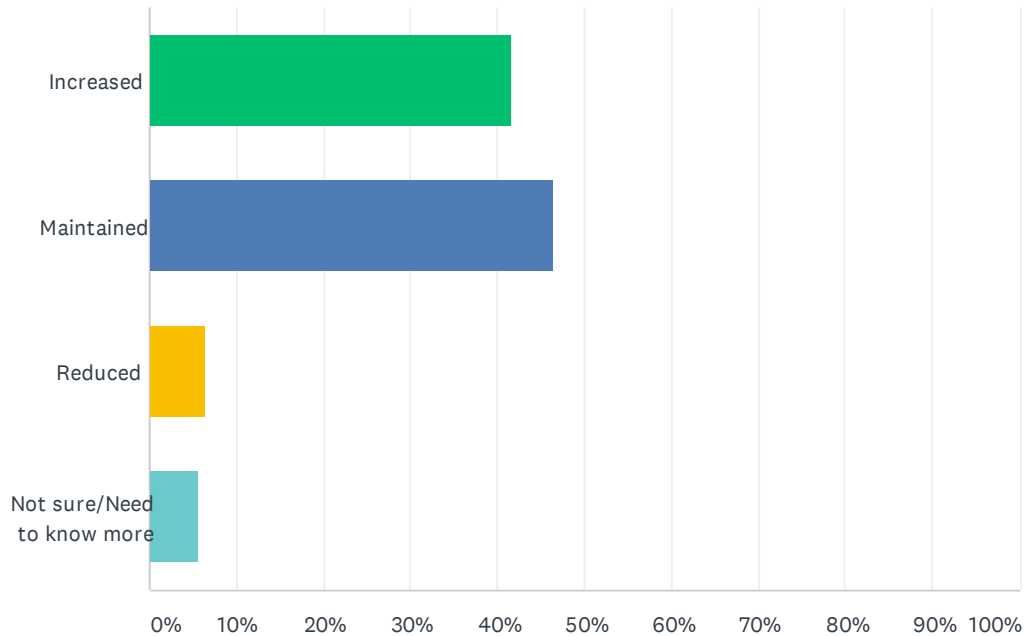
Answered: 232 Skipped: 1



ANSWER CHOICES	RESPONSES	
One of the most important services	14.22%	33
Very important	40.52%	94
Somewhat important	29.31%	68
Not important	12.07%	28
Doesn't matter to me	2.16%	5
Not sure/Need to know more	1.72%	4
TOTAL		232

Q18 Should Elgin County's investment in are Long-Term Care Homes and Seniors Services (Elgin Manor, Bobier Villa and Terrace Lodge Long-Term Care Homes) be:

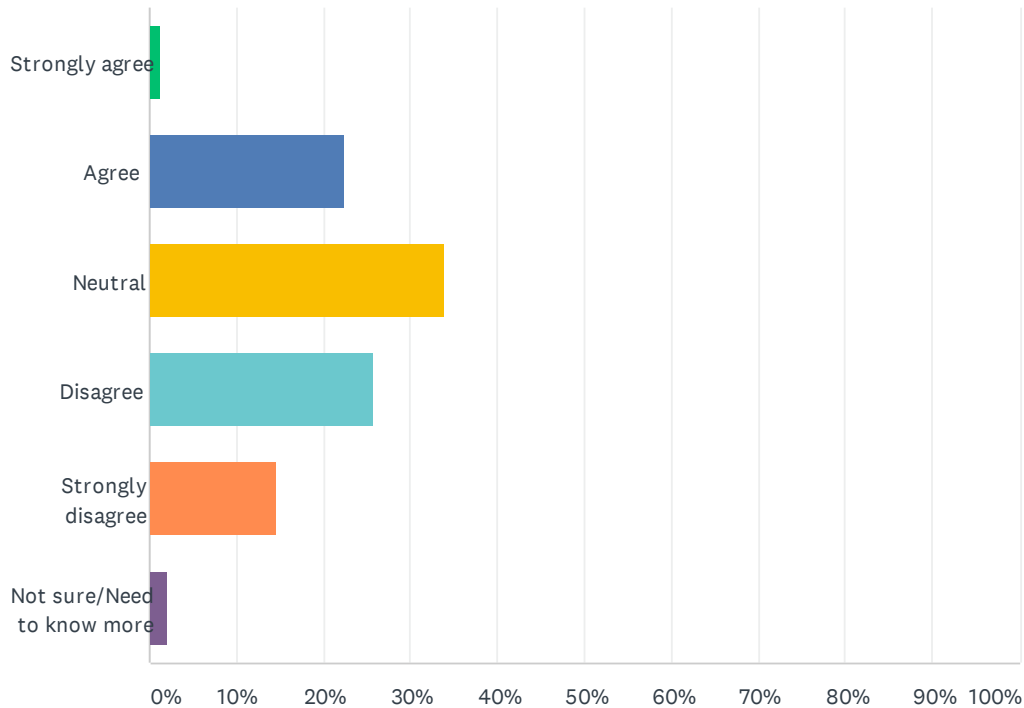
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	41.63%	97
Maintained	46.35%	108
Reduced	6.44%	15
Not sure/Need to know more	5.58%	13
TOTAL		233

Q19 Do you feel that you receive good value for your tax dollars?

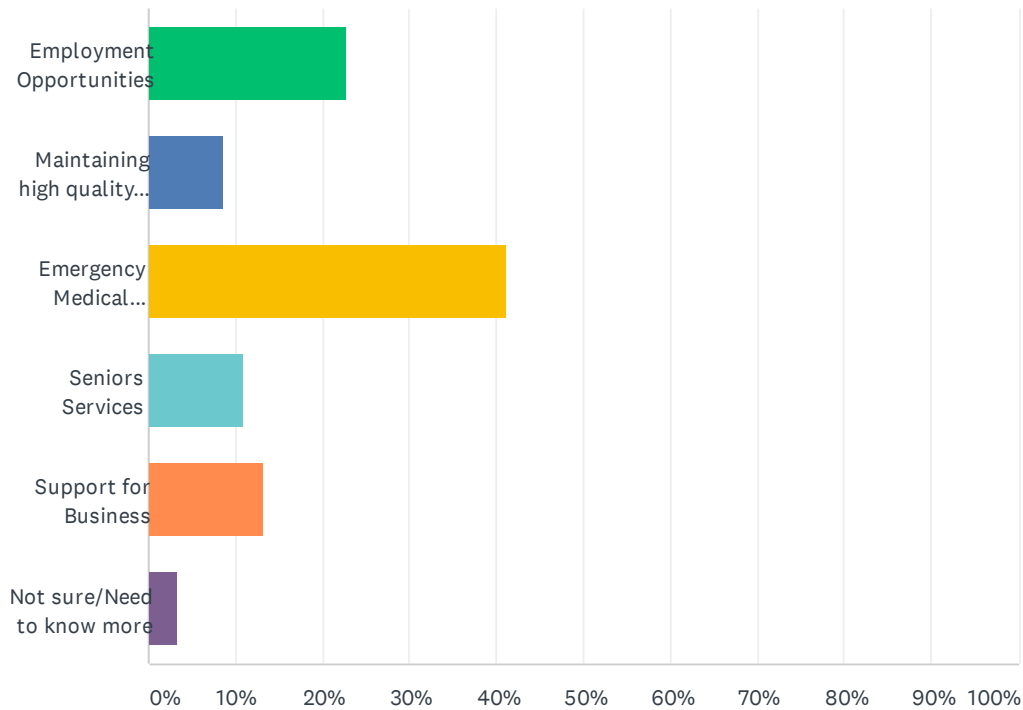
Answered: 233 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	1.29%	3
Agree	22.32%	52
Neutral	33.91%	79
Disagree	25.75%	60
Strongly disagree	14.59%	34
Not sure/Need to know more	2.15%	5
TOTAL		233

Q20 What do you think will be the biggest challenges facing Elgin County as we grow?

Answered: 211 Skipped: 22



ANSWER CHOICES	RESPONSES	
Employment Opportunities	22.75%	48
Maintaining high quality roads, bridges and critical infrastructure	8.53%	18
Emergency Medical Services	41.23%	87
Seniors Services	10.90%	23
Support for Business	13.27%	28
Not sure/Need to know more	3.32%	7
TOTAL		211

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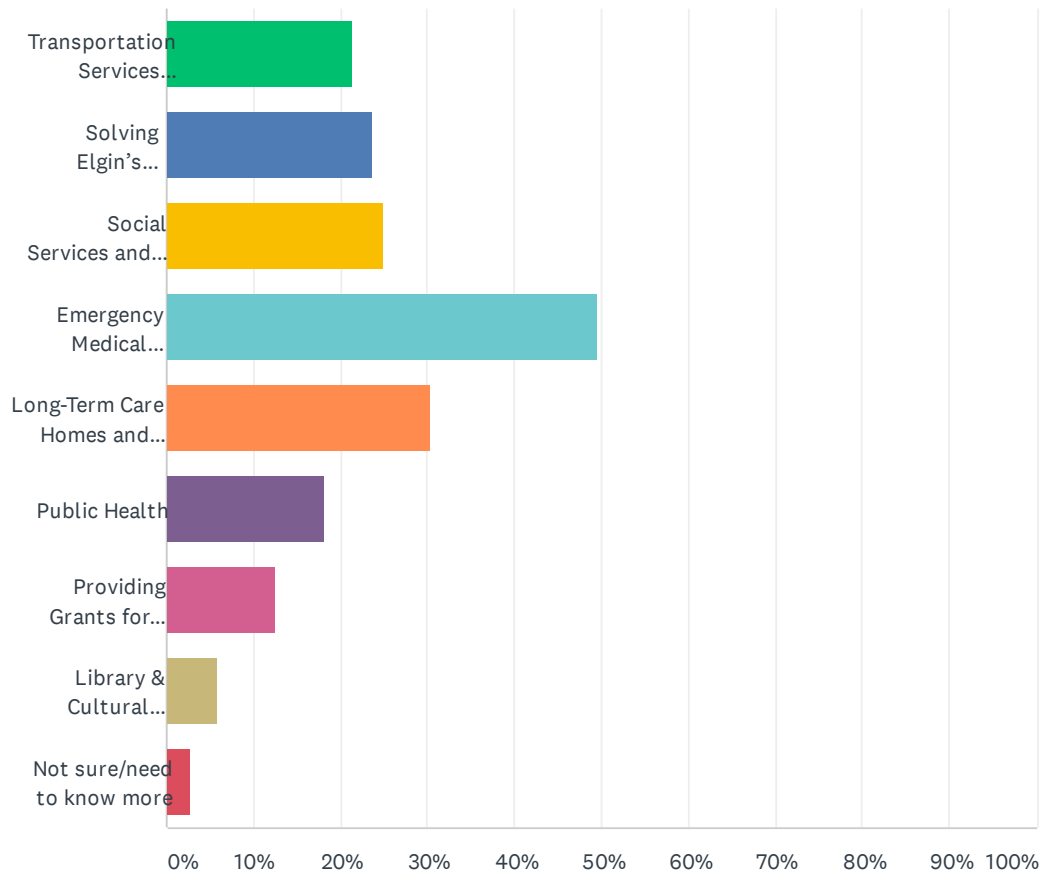
#	OTHER (PLEASE PROVIDE YOUR COMMENTS)	DATE
1	ability to maintain tax base, unemployment due to pandemic	11/17/2020 1:33 PM
2	more support developing agriculture & food businesses including fast broadband	11/17/2020 11:11 AM
3	Lack of ambulance coverage in all of Elgin County. As a paramedic in Elgin County I am happy that I don't live in this county because I would not feel safe knowing the VERY limited coverage that the current amount of ambulances provide.	11/16/2020 9:59 AM
4	Rather than LTCH, we need aging in home services such as transportation. Need to attract businesses not just retain. We should stand out for something other than tourism. What about innovation in the Agr. sector? Challenge will be a lack of smart, strategic, planned growth.	11/16/2020 7:45 AM
5	Growing services that suit a primarily rural population is challenging	11/15/2020 4:27 PM
6	Debt, water rates and the effect on budgets and decreased revenue from Covid. Defer or cancel capital projects and pay down debt specific to water and sewer infrastructure spending to get us back on side. It is an ongoing soar point for all of the ratepayers and is at a breaking point. People will forego maintenance, upkeep and improvements to their homes in order to pay the unaffordable and ever increasing rates. Its time to reign in the spending and choose not to spend on pet projects and legacy items that we cannot afford and are unsustainable business models. Also, the survey is quite generic and financial facts should be presented and broken down so that people can make better choices..	11/15/2020 8:45 AM
7	Lowering water rates	11/14/2020 1:54 PM
8	Maintaining farm land, increasing non-automobile transportation	11/14/2020 6:07 AM
9	Reducing the water rates to reflect other nearby areas	11/13/2020 6:42 AM
10	Reduce the water rates there psychotic	11/12/2020 10:12 PM
11	Dealing with homelessness and drugs.	11/12/2020 5:38 PM
12	Water bills and property tax is outrageous	11/12/2020 3:27 PM
13	Affordable water	11/12/2020 2:18 PM
14	Not enough focus on Lynhurst community who through taxes pays for many projects that are nit of value to our neighborhood. Simple things like more garbage tags and allowing street parking overnight from April untill November would be a good start.	11/12/2020 10:53 AM
15	EMS, mental health services and affordable housing	11/10/2020 7:51 PM
16	Current public health crisis - difficult to forecast full impact	11/10/2020 11:34 AM
17	Affordable housing	11/9/2020 8:09 PM
18	increase rails, hiking paths, dog park	11/9/2020 9:39 AM
19	Maintaining the country close to city feeling. It's already being destroyed by these 35' lot subdivisions.	11/7/2020 8:08 PM
20	Rural broadband	11/7/2020 11:34 AM
21	Social services and affordable housing	11/6/2020 2:18 PM
22	Belmont school needs to be funded properly	11/6/2020 12:39 PM
23	How is policing not a category?	11/6/2020 12:08 PM
24	Public transportation	11/6/2020 10:08 AM
25	Stop already excessive taxation	11/5/2020 8:00 AM
26	Need more ambulances on the road. Sometimes wait times are very long. It's a matter of life or death in some cases	11/4/2020 10:28 PM
27	availablity of activities that support quality of life	11/4/2020 8:38 PM
28	Please stop building houses in rural areas.	11/4/2020 7:41 PM

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29	Sensible planning and development with public input	11/4/2020 10:51 AM
30	Boosting economy by bringing visitors to our area/business'.	11/4/2020 10:15 AM
31	Affordable Houseing	11/4/2020 9:10 AM
32	Keeping taxes low!!! Country county does not need to provide city services!!	11/4/2020 9:09 AM
33	No other level of government looks after this.	11/4/2020 8:17 AM
34	We need more ambulances. I had to wait for over 40 mins with a broken leg because there aren't enough ambulances in the county.	11/3/2020 9:53 AM
35	Infrastructure handed down by the Provincial Gov. is now coming due for renewal ie: Bridges	11/3/2020 9:44 AM
36	Incapable local leadership	11/3/2020 12:13 AM
37	Affordable housing	11/2/2020 9:56 PM
38	Perhaps you are unaware of how many times we have zero ambulances available to service the public when they call. It's really unbelievable.	11/2/2020 9:00 PM
39	Stop treating Port Stanley like a bottomless cash machine.	11/2/2020 8:19 PM
40	We need more ambulances. Especially at night. The city goes from 4 to 2 after 8pm. Call volume is increasing exponentially and ambulances on the road are status quo	11/2/2020 8:09 PM
41	Lower cost of water and taxes	11/2/2020 7:10 PM
42	Housing that is affordable to more people	11/2/2020 6:13 PM
43	We need to increase the EMS service, wait times are too long sometimes for an ambulance	11/2/2020 5:55 PM

Q21 Please pick your top two (2) priorities where you believe Elgin County should spend more tax dollars on:

Answered: 224 Skipped: 9



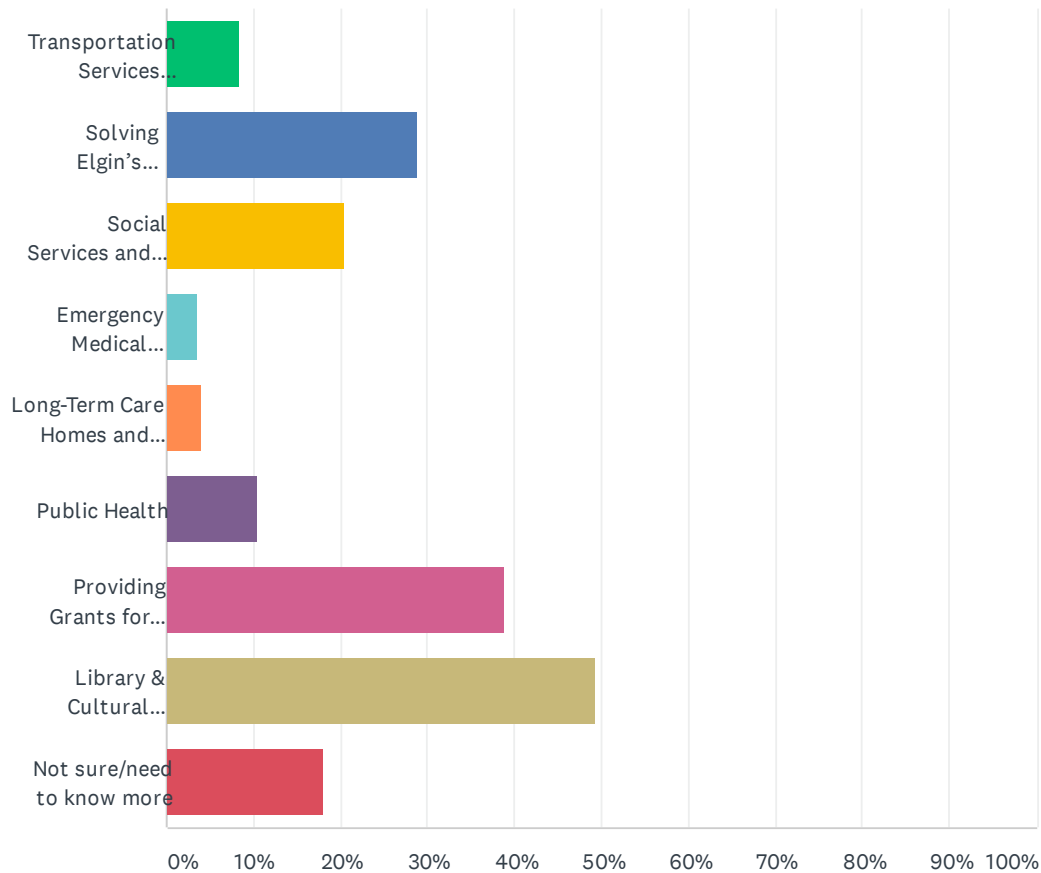
ANSWER CHOICES	RESPONSES	
Transportation Services (Roads, Bridges and Infrastructure Maintenance)	21.43%	48
Solving Elgin's Connectivity Challenges	23.66%	53
Social Services and Affordable Housing (market rent housing, supportive housing, rent-geared-to-income and emergency shelter)	25.00%	56
Emergency Medical Services (Ambulance)	49.55%	111
Long-Term Care Homes and Seniors Services	30.36%	68
Public Health	18.30%	41
Providing Grants for Community Programs, Services and Events	12.50%	28
Library & Cultural Services (including Museums and Archives)	5.80%	13
Not sure/need to know more	2.68%	6
Total Respondents: 224		

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#	OTHER (PLEASE PROVIDE YOUR COMMENTS)	DATE
1	maintain priority services, find tax savings to reduce tax burden on ratepayers. Encourage more private investment for internet expansion	11/17/2020 1:33 PM
2	cut excessive costs due to studies, upcharges, insure "best bang for buck"	11/17/2020 11:11 AM
3	Connectivity challenges could be part of a vision to attract business and be innovative in terms or in-home ageing and agriculture. It could also aim to support low income families and address social issues	11/16/2020 7:45 AM
4	High speed internet whether fibre optics or 5G along with natural gas to rural properties is critical to the future economic and social sustainability of the county. Focus is on towns/St Thomas but rural residents pay taxes as well. Without this economic development and future population growth will not be sustainable.	11/15/2020 11:45 AM
5	Again, Pay down debt related to water and sewer rates and bring us back on side before your constituents household budgets implode.	11/15/2020 8:45 AM
6	Reduce	11/14/2020 1:54 PM
7	Sustaining farm land, increasing non-automobile transportation	11/14/2020 6:07 AM
8	Want union gas put down Silver Clay Line. It is at both ends but none of us in between! Pave Silver Clay!	11/13/2020 4:53 PM
9	Water reduction	11/12/2020 10:12 PM
10	No Where should more be spent.	11/12/2020 8:53 PM
11	The pandemic and related measures will be with us for next year or 2 - need to prioritize health care in these 2 sectors at this time	11/10/2020 12:34 PM
12	dog park for port bruce/aylmer	11/9/2020 9:39 AM
13	Tourism local	11/8/2020 6:37 AM
14	They should not consider spending more. Try operating like a real business for a change.	11/7/2020 7:57 AM
15	Elgin's Connectivity Challenges would make my top 3	11/7/2020 7:12 AM
16	Schools and education	11/6/2020 12:15 PM
17	Whatever may attract more economic boost to our area/business'.	11/4/2020 10:15 AM
18	Already over spending. Why would I pick two to spend more money on?	11/4/2020 9:09 AM
19	None. Elgin County is too expensive. 30% more in a decade; unsustainable	11/3/2020 12:13 AM
20	Lowering cost of water and property taxes	11/2/2020 7:10 PM
21	Need more opportunities in small towns for children and teens	11/2/2020 6:48 PM
22	Supporting local business and tourism	11/2/2020 6:37 PM
23	Increase medical services with the increasing ageing population	11/2/2020 6:17 PM
24	Water rates and high interest rate contracts poorly managed by municipality of central elgin	11/2/2020 6:01 PM
25	Have family that have waited way too long for ambulance. Looked into stats that show Elgin county is always jeopardizing it's residents with bad EMS coverage from lack of staffed trucks	11/2/2020 6:00 PM
26	Caring for seniors and responding to emergencies should be top priority. Its time the seniors of Elgin county are cared for how they deserve to be cared for.	11/2/2020 5:38 PM

Q22 Please indicate the programs or services that you believe less tax dollars should be spent on (select all that apply):

Answered: 229 Skipped: 4



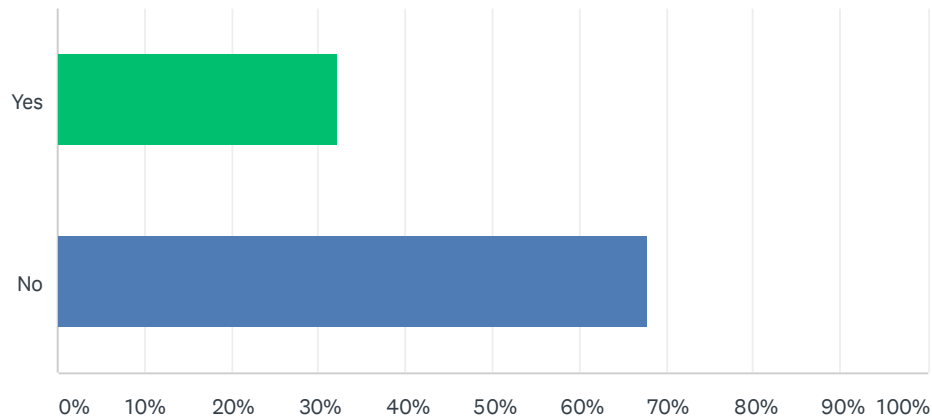
ANSWER CHOICES	RESPONSES	
Transportation Services (Roads, Bridges and Infrastructure Maintenance)	8.30%	19
Solving Elgin's Connectivity Challenges	28.82%	66
Social Services and Affordable Housing (market rent housing, supportive housing, rent-geared-to-income and emergency shelter)	20.52%	47
Emergency Medical Services (Ambulance)	3.49%	8
Long-Term Care Homes and Seniors Services	3.93%	9
Public Health	10.48%	24
Providing Grants for Community Programs, Services and Events	38.86%	89
Library & Cultural Services (including Museums and Archives)	49.34%	113
Not sure/need to know more	17.90%	41
Total Respondents: 229		

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#	OTHER (PLEASE PROVIDE YOUR COMMENTS)	DATE
1	public health cuts to programs to maintain core services	11/17/2020 1:33 PM
2	Long Term Care Homes and Senior Services are two different things. Less could be spent on LTCH, more on senior services	11/16/2020 7:45 AM
3	Look at all of them and reign in spending before its to late.	11/15/2020 8:45 AM
4	Get rid of the garbage bag tag system completely	11/13/2020 6:42 AM
5	With everything on line now not sure of the viability of libraries. If connectivity issues were resolved perhaps virtual library assistant can be of value or on-line virtual tutoring. One thing the pandemic has shown us is we can do much more than we thought on-line.	11/7/2020 7:12 AM
6	Sorry they all seem like a good choice to spend money on	11/5/2020 8:28 PM
7	Other levels of government are now providing more funding. Work in partnership with probate companies to deliver programs.	11/4/2020 8:17 AM
8	I've had to wait more than 30 minutes for an ambulance and I know I am not the only one. Completely unacceptable	11/2/2020 7:56 PM

Q23 Do you have any other comments or suggestions for the Budget Committee or Council regarding the 2021 budget?

Answered: 226 Skipped: 7



ANSWER CHOICES	RESPONSES	
Yes	32.30%	73
No	67.70%	153
TOTAL		226

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#	IF YES, PLEASE SPECIFY	DATE
1	Before expanding communities, invest to solve the speeding problems through small communities (ie Shedden, Fingal). A tragedy is imminent due to lack of signage, no pass zones, lighting, sidewalks etc.	11/17/2020 3:09 PM
2	current tax increases are unsustainable to business and homeowners owners. reserves should be used to reduce taxes under the current economic climate.	11/17/2020 1:33 PM
3	going forward emphasis on training unemployed Elgin citizens to fill the jobs needed to support food production in the county. There is a significant need, creates employment and reduces the need for social & housing support which will improve mental health and local economy	11/17/2020 11:11 AM
4	Please consider increasing the amount of ambulances and coverage that Elgin St.Thomas has. Trust me if you call 911 for your loved one you are going to want an ambulance ASAP not 20 min from then. Very scary situation in Elgin County	11/16/2020 9:59 AM
5	The questions should not be about spending more it should about what we do with the existing spending. It is about being strategic - spending on innovation. There is not much new going on at County - beaches, pies and pumpkins, really? Spend less on tourism. Tourism is not economic development. Attract families and businesses first and then the tourism will follow when their relatives come. The dollars will follow as well and then you will be able to enhance all services for everyone. What is the County doing to do more than catch up with the times. What are you doing to get ahead?	11/16/2020 7:45 AM
6	High speed internet and natural gas expansion to rural properties should be the top priority of the council since it is critical to expansion of economic development and future population growth. As we have seen with COVID being able to run a business, education of students, etc are critical and we are lacking the rural infrastructure necessary to thrive and take advantage of future opportunities. Bringing high speed fibre internet to towns like Rodney and west lorne is great but rural properties should have the same opportunities. Internet as well as natural gas to all should be considered essential utilities just like hydro. Technology and connectivity are critical for Farm, business, education, social, health, etc as we are experiencing now. Elgin need to be a leader or we will become a secondary or has-been community. Take the lead and think down the road such as make Elgin a 5G community for all residents. Also a lot of money spent on roads but the service has gone down substantially over the years. The roadside maintenance is spotty and unless you work for the municipality or county your ditches don't get cut. Take advantage of our tourism opportunities from West to East Elgin but you need to make sure as visitors and residents travel they see the beauty and not just weeds and uncut ditches. Beautification doesn't mean just downtown St Thomas or towns but more importantly main entry roads into the county. Natural gas to all rural properties is necessary as well to increase economic and population growth.	11/15/2020 11:45 AM
7	Live within our means.	11/15/2020 8:45 AM
8	Why do we own seniors homes.could we not sell them to private sector.Maybe just subsidize beds in them for those in need. Ask province to help us pay down water infrastructure loans.	11/14/2020 1:54 PM
9	Please work on amalgamating services across townships/towns/cities. Waste disposal, policing, etc. are fragmenting resulting in reduced efficiencies and increased costs.	11/14/2020 6:07 AM
10	Make union gas available to all and pave Silver Clay Line	11/13/2020 4:53 PM
11	need to control expenses until COVID issues slow down	11/13/2020 8:11 AM
12	Freeze administration wages, mandatory 3.5 % budget cut across the board on nonessential services , eliminate garbage tag system, reduce the water rates to reflect nearby areas, drop the blue flag beach program in Port Stanley completely, allow overnight parking in residential areas all year since the plows don't get there till well after 6am	11/13/2020 6:42 AM
13	Take a pay cut yourselves, work from home, reduce your office space and footprint, simplify the processes to reduce costs, fix the water problem without raising taxes. Stop ticketing cars in Lynhurst who are on the roads, stop catering to the Karen's about there silly speed complaints. Let people live, and remove the criminal skate park in Lynhurst, put in a garden.	11/12/2020 10:12 PM
14	Please balance the budget without tax increases.	11/12/2020 8:53 PM
15	I'm just wondering why libraries and cultural services are receiving more than our ambulance and public health budget combined. I have an appreciation for libraries and of course keeping	11/12/2020 5:38 PM

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our heritage preserved but we need to focus on the health and education of those in our communities if we wanted to grow and prosper. We need to find a solution to homelessness and the drug epidemic that is happening in our communities. Affordable housing needs to be available to those living on a pension or low income I'm just wondering why libraries and cultural services are receiving more than our ambulance and public health budget combined. I have an appreciation for libraries and of course keeping our heritage preserved but we need to focus on the health and education of those in our communities if we wanted to grow and prosper. We need to find a solution to homelessness and the drug epidemic that is happening in our communities. Affordable housing needs to be available to those living on a pension or low income. We could combine trade schools and college education with fixing up facilities that have been unused solving many issues.

16	I selected that I did not feel my tax dollars were well spent - not because I don't agree with supporting our community, but because I believe our taxes are too high to begin with - which is likely not an issue for this committee but I did want to state it.	11/12/2020 4:23 PM
17	Get the water bills under control. People can't afford to live in Central elgin when paying outrageous property taxes that keep escalating as well. We live in belmont and the amenities vs cost of living is ridiculous.	11/12/2020 3:27 PM
18	Please look at better affordable water costs and find money elsewhere	11/12/2020 2:18 PM
19	1. Please change the by-law and allow overnight parking from April-November in Lynhurst. 2. Change the garbage collection method. Save money by getting rid of garbage tags and simply put a 2 bag/week limit per home. The stickers are a waste of money and not enough are allotted for families with kids(even litter concious ones).	11/12/2020 10:53 AM
20	ambulance services have been over worked and understaffed for years, the private company that runs the service just skimps by doing the bare minimum coverage while making big money off the service. take ambulance in house, save hundreds of thousands and have more ambulances on the road not having to support a private money hungry company that lies about stats regarding patient care	11/12/2020 9:45 AM
21	Increase ambulances on the road. My family member waited over 40 minutes for an ambulance...!!! They were VERY sick & hospitalized 4 days. There is NO excuse for this.	11/11/2020 8:17 AM
22	Covid 19 has been hard on everyone. The citizens of Elgin County cannot afford an increase in taxes. We are taxed to death. I just got my natural gas bill. It was \$82.00 total. The carbon tax portion of that \$82.00 with taxes in was \$13.00. That is ridiculous. How will people afford to heat their homes this winter. Now is the time for Elgin County to be a leader. Look at one level of Government. Look at trying to reduce day to day spending.	11/11/2020 7:29 AM
23	Willing to pay taxes to maintain quality of service; satisfied that the money is being spent appropriately for the public good and the County is transparent and accountable to the public. This is not the time for austerity.	11/10/2020 11:34 AM
24	I feel we need more apartment buildings in Elgin county, tired of encroachments onto farmland. Build up, not out.	11/9/2020 6:19 PM
25	dog park for port bruce Aylmer. more conservation for migrating birds, more land for coyotes, deer, etc.	11/9/2020 9:39 AM
26	Local tourism will be more important than ever. Since people can't travel easily now	11/8/2020 6:37 AM
27	Get your water rates under control. Stop trying to be a city and focus on rural living, after all that's why people are in the country to begin with. We do t want high density developments	11/7/2020 8:08 PM
28	Try operating like a real business for a change. Businesses generate revenue, support that.	11/7/2020 7:57 AM
29	Belmont school needs proper funding.	11/6/2020 12:39 PM
30	I support Belmont School!	11/6/2020 12:15 PM
31	Public transportation to/from london	11/6/2020 10:08 AM
32	Provide more outdoor walking trails, biking trails. These changes increase fitness levels in tge community. This leads to better living and health.	11/5/2020 8:00 AM
33	Looking at the population growth in Elgin county and the number of new subdivisions all over, followed by the addition of new retirement and long term care I do not believe our Ambulance	11/5/2020 7:09 AM

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service is able to handle that type of capacity as it sits right now.

34	Ambulances are at critical low levels almost daily. My family had to wait 30 minutes for one. This needs to change. Less fire fighters more ambulances	11/5/2020 6:57 AM
35	I recently needed an ambulance for a life threatening event. Late at night there is 2 ambulances on. I had to wait. As a tax paying citizen I took for granted that I was being covered properly and that an ambulance would be available if needed. Why Does it seem that when I need a fireman or a police officer they can get to me right away. But it takes ambulances much longer? During this outbreak they have been the front lines. Not police or fire. When I call for an ambulance, I expect an ambulance. Not a fire truck. My tax dollars pays for a fire truck to get here for a medical call. But not an ambulance. I'm disappointed that ambulances are so low of a priority here in Elgin.	11/4/2020 11:15 PM
36	Please consider spending more money on our ambulance service. I know they are stretched thin and worn out. Look at fire budget compared to ambulance then compare work load of paramedics responding to medical calls to firefighters responding to actual fires. Ems is severely lacking in our community.	11/4/2020 10:28 PM
37	End privately run ambulance services and take it in house. Take over more LTC homes from private owners. Privatization can cause unwanted spending by Elgin County if not done right.	11/4/2020 9:33 PM
38	Need more ambulances I always have to wait for one when I call in the West.	11/4/2020 9:00 PM
39	Growing population with less ambulances or health resources in the community is not feasible. It will cause strains on our hospital system and spill into adjacent communities.	11/4/2020 8:53 PM
40	Increase funding on EMS!	11/4/2020 8:37 PM
41	Please stop building houses in Shedden.	11/4/2020 7:41 PM
42	Concerned there is no transporting ambulance in Bayhem. Only a first response unit.	11/4/2020 5:05 PM
43	Increase EMS budget. Add more ambulances hours.	11/4/2020 5:02 PM
44	I noticed billboards regarding ambulances. I hope the county puts the money needed into it so when I need to call again, I can get an ambulance in a timely matter. My parents have health issues and need ambulances regularly.	11/4/2020 10:42 AM
45	Things feel good the way the are apart from the lack of activity these days from visitors coming to our area spending and enjoying all the business services we have to offer.	11/4/2020 10:15 AM
46	We need more staff and support for frontline workers. We are over worked and suffer from covid fatigue. We need to do more to support each other.	11/4/2020 9:09 AM
47	Some things are best left to the private sector. Land taxes are out of control. Yes I realized all my land tax does not go to the County, but we must all do our part to control waste/costs.	11/4/2020 9:09 AM
48	No new services to be considered other than the ones you have listed. Health costs will only go up... the 2 senior governments need to pay for those out of our income tax.. not out of our local property tax dollars. Rural communities are unique to the need for their infrastructure, and people services need to be paid from everyone's income tax not from our property owners. No new money to grants etc. We will decide where our personal choices for charities are and ask for our charitable tax receipt.	11/4/2020 8:17 AM
49	I don't live in Elgin but I have family and friends that do. This County is so under staffed with ambulances. Why do 10-12 or more firefighters go to medical calls and stand and look at the patient until the paramedics arrive(this has happened to a family member) They are not trained to do the job just like paramedics are not trained to do firefighters work. They are two separate jobs. More ambulances are desperately needed. If you didn't have to pay 10 or more firefighters their \$50-&60 dollars every time they go to a medical call just think what you can do with that approx 500-600 dollars. I'm not saying they are not needed but statically they are needed less then one % of the time on medical calls. Padding the fire call volume with medical calls is not just an Elgin County problem. I encourage you to do some research by talking with other municipalities and cities. It's absolutely irresponsible to have the citizens of Elgin County wait for an ambulance because none are available.	11/3/2020 6:51 PM
50	Spread social services more throughout the county. Urgent care facility in Aylmer.	11/3/2020 3:07 PM
51	We have NO ambulance stationed in Southwold Township. We are the ONLY municipality in	11/3/2020 1:18 PM

Elgin County 2021 Budget Survey

elgin county that has no paramedics stationed here. Southwold NEEDS an ambulance base. Elgin county seems to want to grow but has no plan to improve or grow existing infrastructure.

52	Please be careful not to overspend. We realize there are so many needs right now, but increasing taxes might drive people out of the community.	11/3/2020 12:42 PM
53	I live in Port Stanley, am a senior and own home. There are many seniors who live here and have no way of disposing of large items and can not get to the dump. We can't afford to hire outside help. WE NEED a one time a year pick up of these items by central Elgin.	11/3/2020 10:00 AM
54	Please please please invest more in EMS.. I have family of mine all over the county and they are NOT getting the care that they deserve and pay for because of the lack of resources.	11/3/2020 9:53 AM
55	The General Government breakdown cost should split out administration and economic development/tourism. I would hope that a plan for Landfills and their costs are being worked on as it takes years to establish location and permits. It won't be long before Greenlane will be at capacity.	11/3/2020 9:44 AM
56	Increase funding for ambulance services!	11/3/2020 8:35 AM
57	Our county needs significant increase in land ambulance services. My family is not safe with current staffing models. PLEASE PUSH FOR INCREASED AMBULANCE COVERAGE	11/3/2020 8:17 AM
58	Do a full review of the water utility budget and rates.	11/2/2020 11:01 PM
59	Took hour and a half for an ambulance to arrive at my place. When asked why it took so long the paramedic said there were only two truck in the city at night.	11/2/2020 10:21 PM
60	I work at stegh Homelessness/senior care and ems are seriously underfunded. This increases the workload and costs of the hospital. We provide warmth/ free clothing and food to the homeless. Seniors come to emerg when paws call in sick and the homes are overworked. We have had a significant increase in middlesex ems taking elgin calls as there are no elgin ems to respond. In addition to the pressure emerg gets to do hallway medicine to put elgin trucks back on the road.	11/2/2020 9:57 PM
61	As a resident of Elgin County I have been personally affected by the lack of ambulances. This has caused long wait times when my family has needed it most. There needs to be more ambulances on the road.	11/2/2020 9:45 PM
62	Things need to change for our Ambulances, people's lives depend on the paramedics who work for these facilities.	11/2/2020 9:11 PM
63	We are in desperate need of upstaffing our EMS. This can no longer be held off.	11/2/2020 8:41 PM
64	Where does environmental services and development fit in? Would love to see municipal compost collection, recycling communications, etc.	11/2/2020 8:09 PM
65	We need more ems personal and ambulances	11/2/2020 7:29 PM
66	Ambulance coverage for the county is so low it's dangerous. And has affected families health permanently	11/2/2020 7:06 PM
67	Tourism sector is in trouble because of COVID. Support them. Keep helping all local businesses but still attract new ones to Elgin. Keep up marketing the great quality of life here.	11/2/2020 6:37 PM
68	Backus-Page House Museum is spearheading the commemoration of the 1st settlers to Elgin County, the Fleming family who arrived in either 1796 or 1797. Funds will be needed for this.	11/2/2020 6:13 PM
69	We need more ambulances on the road to allow our community rapid emergency assistance when needed to improve health outcomes	11/2/2020 6:10 PM
70	Invest in more ambulances. People should not have to wait over 30 minutes in an emergency	11/2/2020 6:06 PM
71	Salary freeze for gov't employees in the county due to covid. Same as the rest of the businesses must do in order to survive through a pandemic.	11/2/2020 6:01 PM
72	INCREASE Emergency Medical Services (ambulance). Elgin County is understaffed in this area. This could impact your family and mine.	11/2/2020 5:59 PM
73	The wait time for ambulances seem to be long.	11/2/2020 5:56 PM
74	Please increase the ambulance service, they are working very hard to protect us and keep us	11/2/2020 5:55 PM

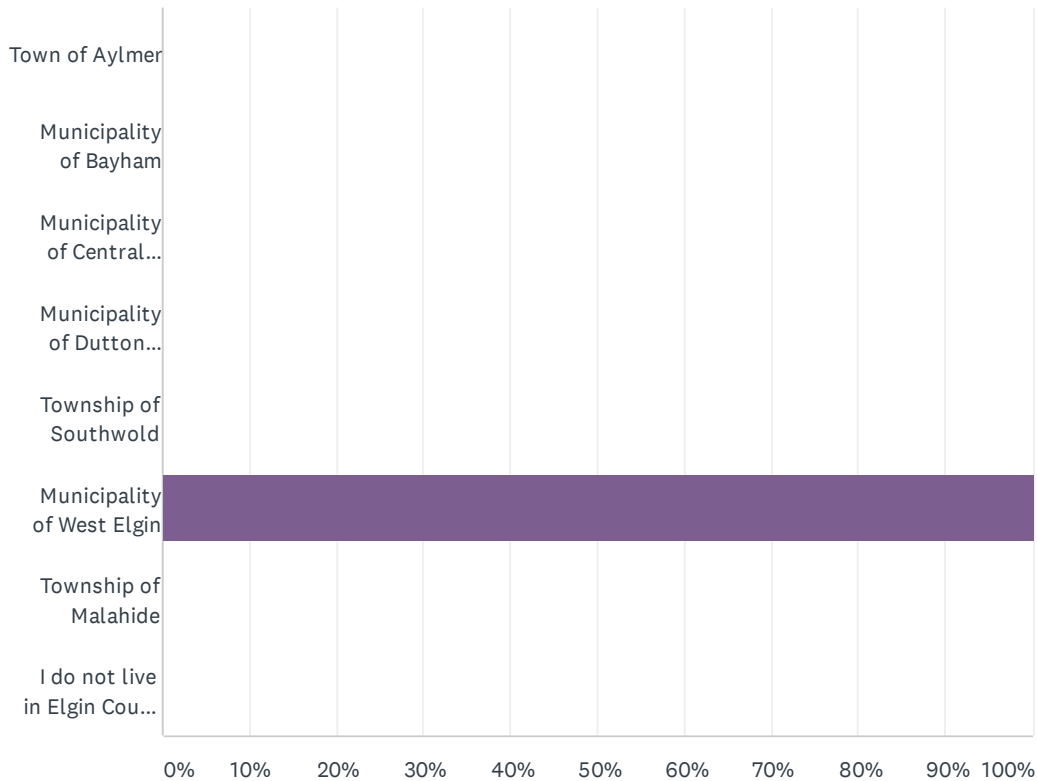
Elgin County 2021 Budget Survey

safe. Wait times and offload delays are too long. With increasing population, aging population and mental health/drugs on the rise we need more ambulances now than ever in this county.

75	Take care of the seniors that helped build Elgin County to the wonderful place it is. Whether it be through farming, teaching, nursing, construction, etc these people worked hard for our County and deserve to live their final years with dignity and respect.	11/2/2020 5:38 PM
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Q1 What Municipality do you live in?

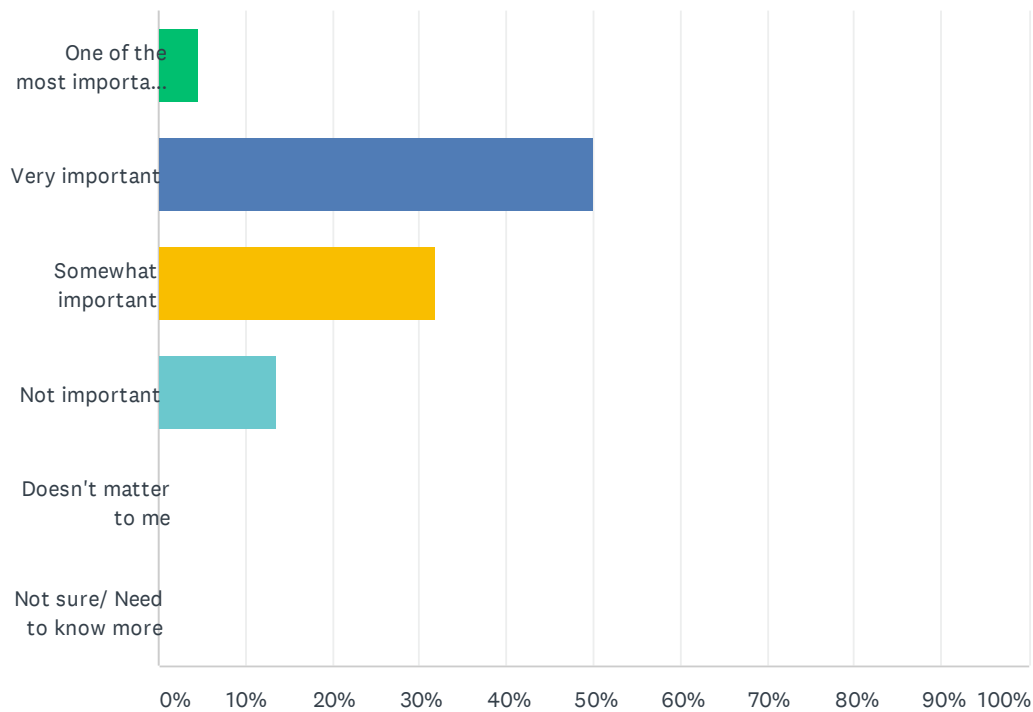
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Town of Aylmer	0.00%	0
Municipality of Bayham	0.00%	0
Municipality of Central Elgin	0.00%	0
Municipality of Dutton Dunwich	0.00%	0
Township of Southwold	0.00%	0
Municipality of West Elgin	100.00%	22
Township of Malahide	0.00%	0
I do not live in Elgin County	0.00%	0
TOTAL		22

Q2 How important are Transportation Services (Roads, Bridges and Infrastructure Maintenance) to you and your family?

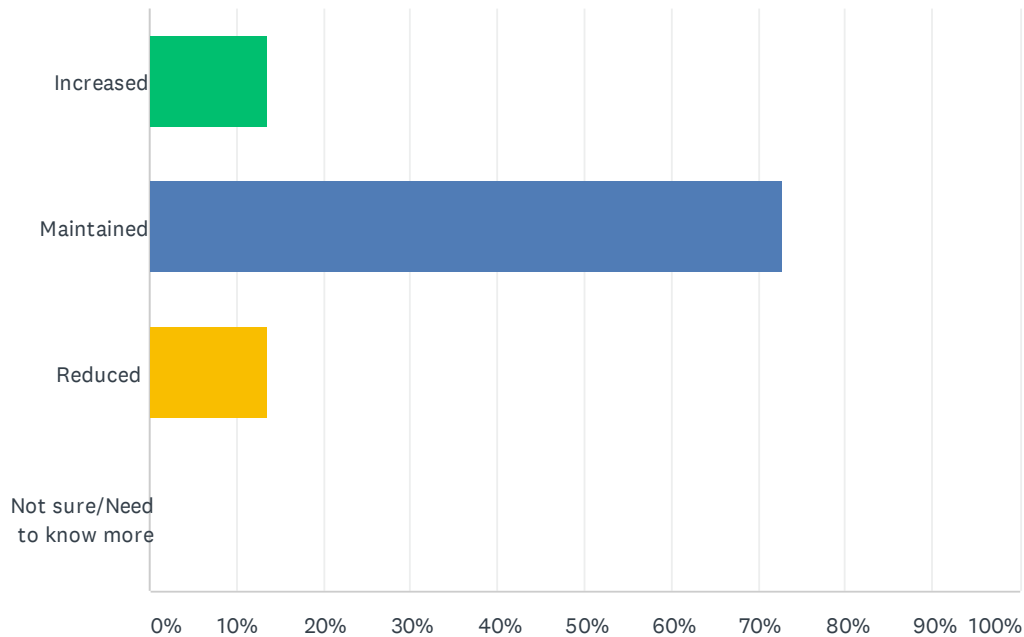
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	4.55%	1
Very important	50.00%	11
Somewhat important	31.82%	7
Not important	13.64%	3
Doesn't matter to me	0.00%	0
Not sure/ Need to know more	0.00%	0
TOTAL		22

Q3 Should Elgin County's investment in Transportation Services (Roads, Bridges and Infrastructure Maintenance) be:

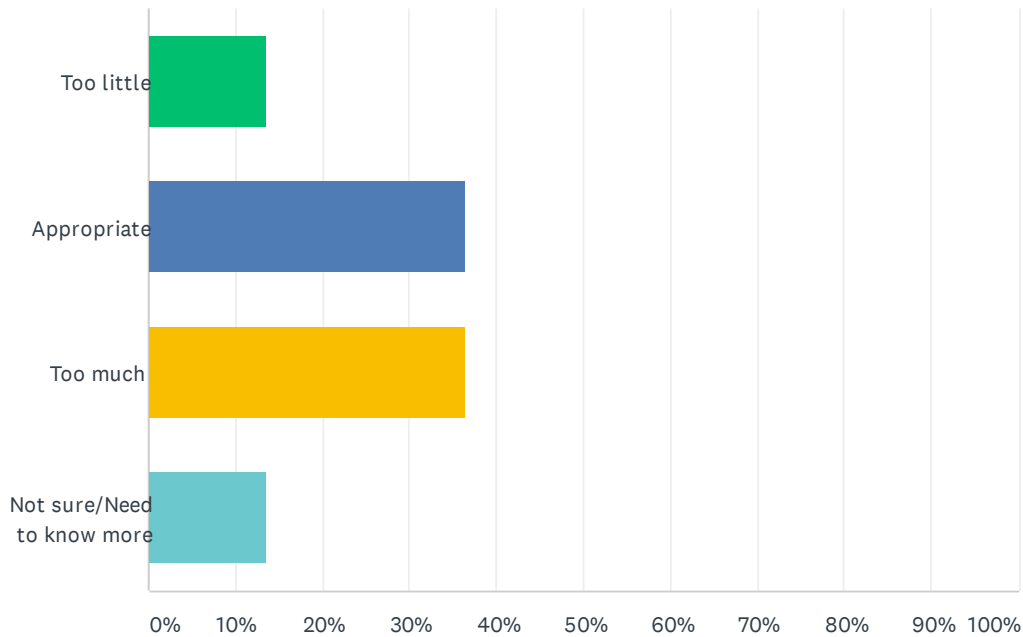
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	13.64%	3
Maintained	72.73%	16
Reduced	13.64%	3
Not sure/Need to know more	0.00%	0
TOTAL		22

Q4 Approximately 8% of the County's total budget supports Government Services, Administration, County Council, Committees and Economic Development/Tourism that support services provided to our community. Is this amount:

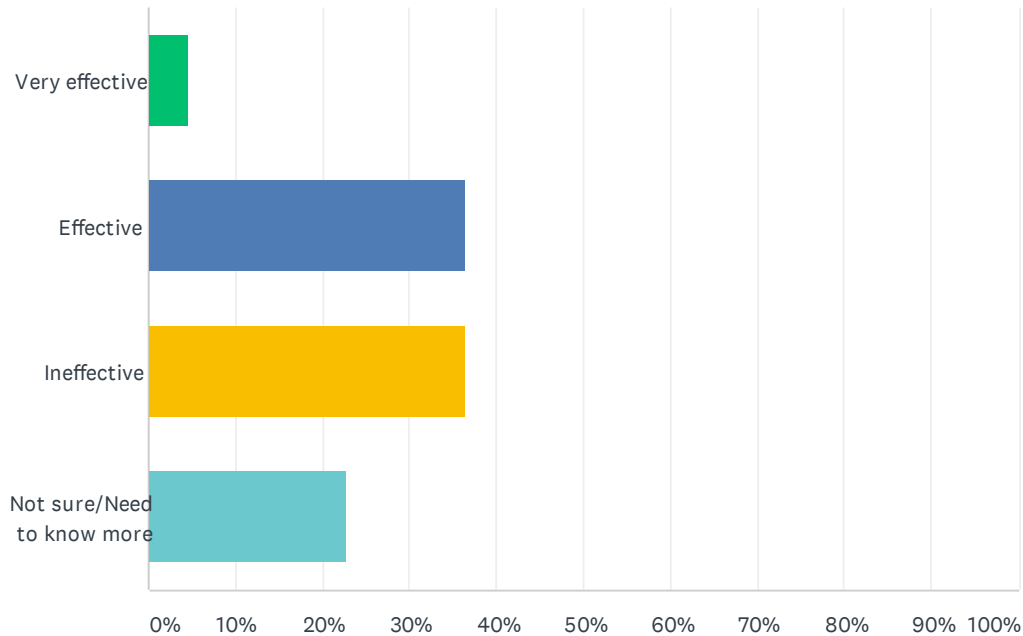
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Too little	13.64%	3
Appropriate	36.36%	8
Too much	36.36%	8
Not sure/Need to know more	13.64%	3
TOTAL		22

Q5 The purpose of Economic Development (Business Support and Retention efforts) and Tourism spending is to increase business activity in Elgin, thereby reducing the pressure on residential taxes. Are our efforts:

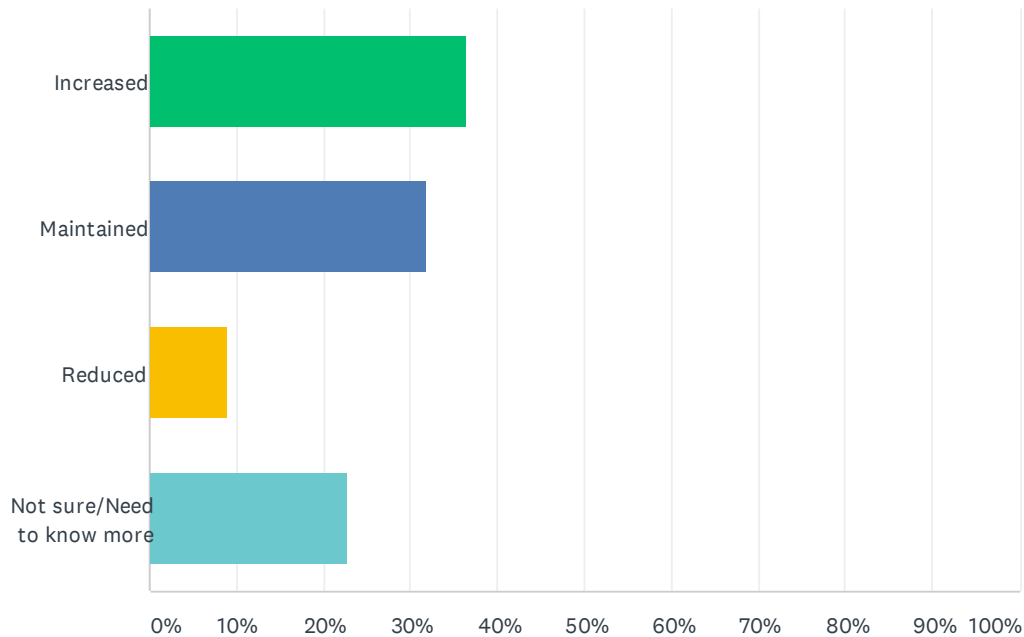
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Very effective	4.55%	1
Effective	36.36%	8
Ineffective	36.36%	8
Not sure/Need to know more	22.73%	5
TOTAL		22

Q6 Should Elgin County's investment in Economic Development (Business Support and Retention efforts) and Tourism be:

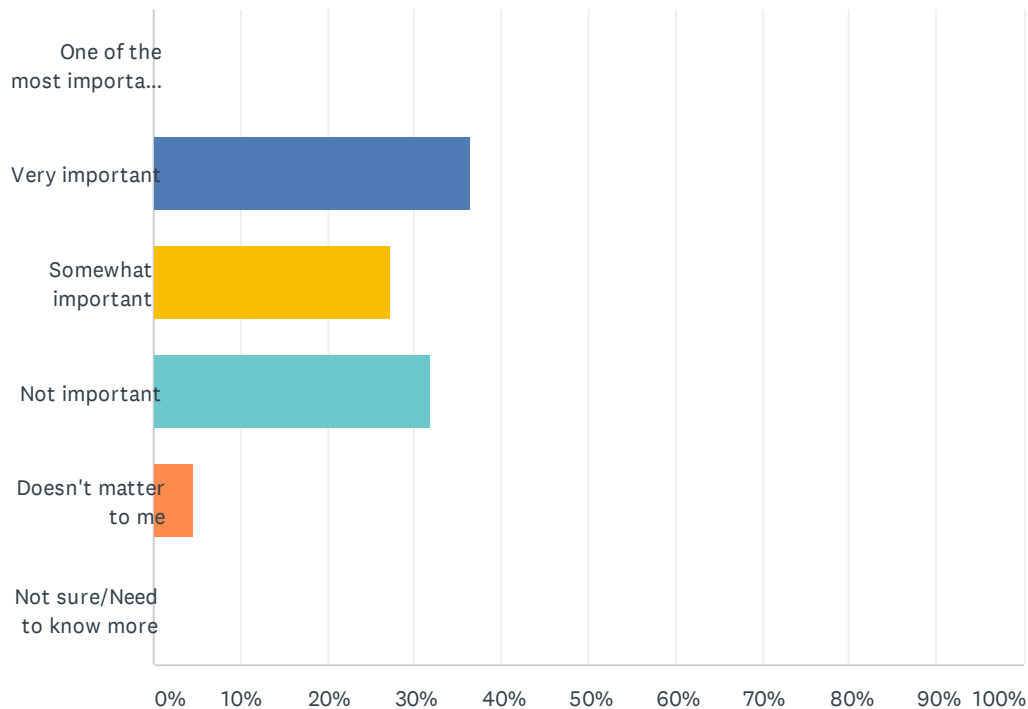
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	36.36%	8
Maintained	31.82%	7
Reduced	9.09%	2
Not sure/Need to know more	22.73%	5
TOTAL		22

Q7 The County makes planning decisions that will determine the future of communities through an Official Plan and through by-laws that establish rules and regulations that control development. How important Planning and Development Services (including Land Division Committee) to you and your family?

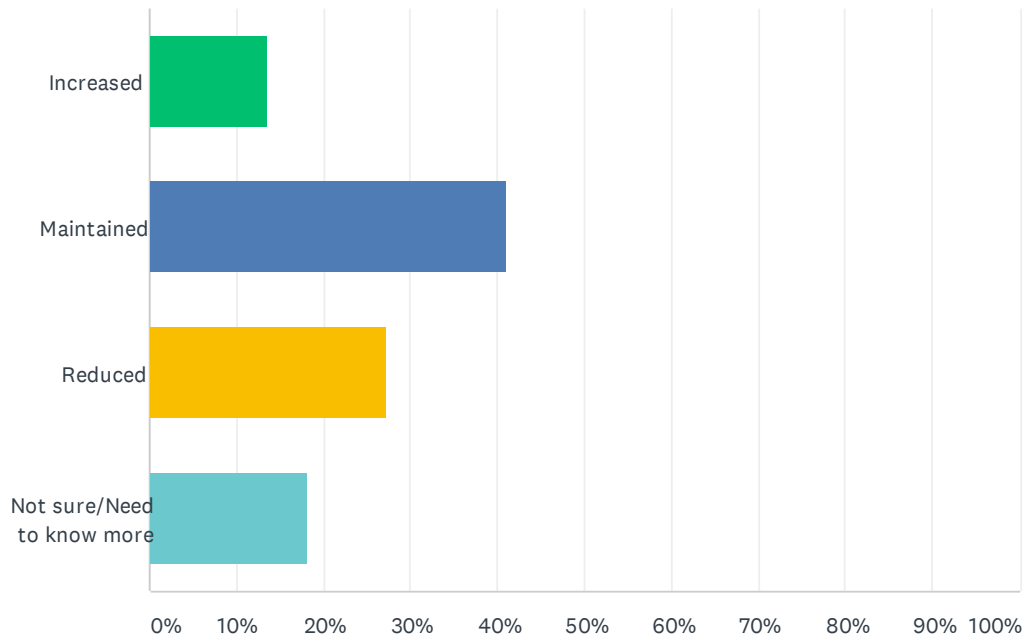
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	0.00%	0
Very important	36.36%	8
Somewhat important	27.27%	6
Not important	31.82%	7
Doesn't matter to me	4.55%	1
Not sure/Need to know more	0.00%	0
TOTAL		22

Q8 Should Elgin County's investment in Planning and Development Services (including Land Division Committee) be:

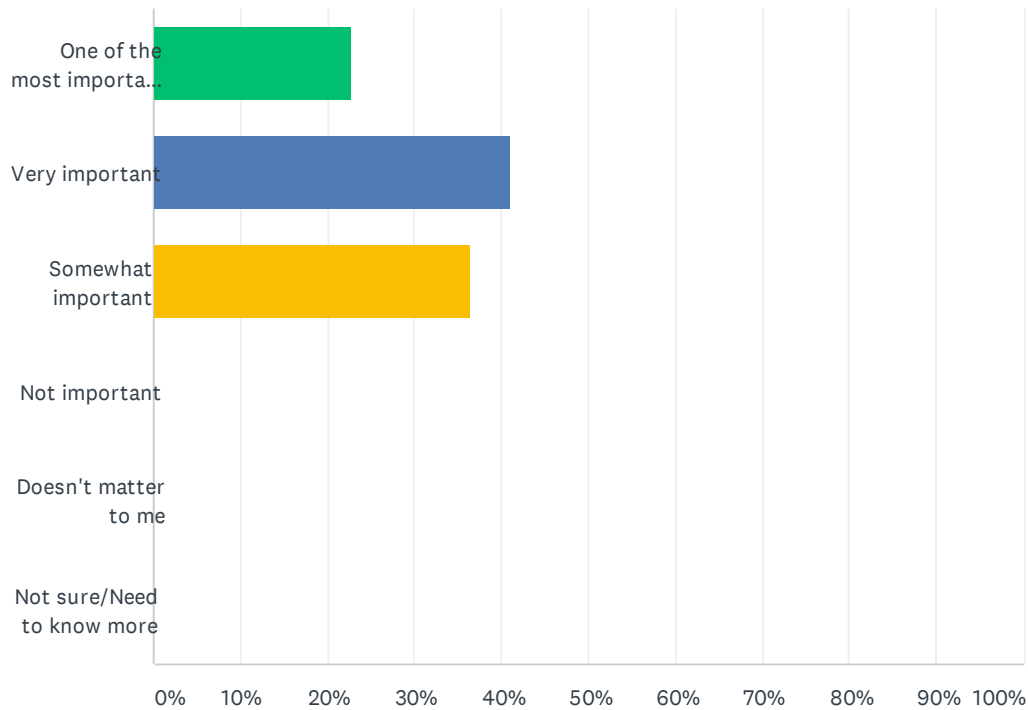
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	13.64%	3
Maintained	40.91%	9
Reduced	27.27%	6
Not sure/Need to know more	18.18%	4
TOTAL		22

Q9 How important are Public Health Services (funding provided to Southwestern Public Health) to you and your family?

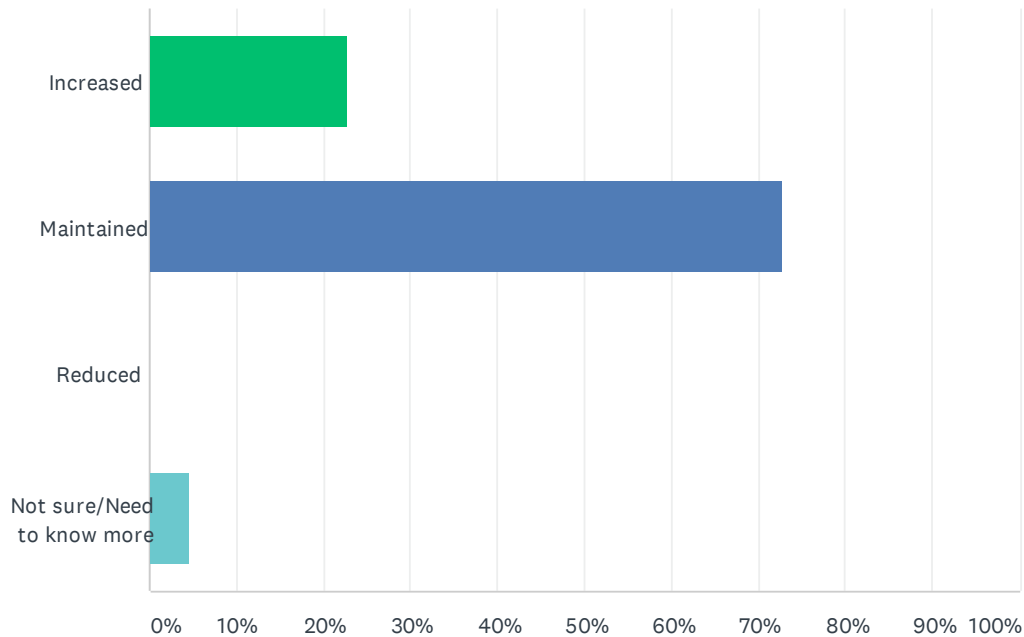
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	22.73%	5
Very important	40.91%	9
Somewhat important	36.36%	8
Not important	0.00%	0
Doesn't matter to me	0.00%	0
Not sure/Need to know more	0.00%	0
TOTAL		22

Q10 Should Elgin County's investment in are Public Health Services (funding provided to Southwestern Public Health) be:

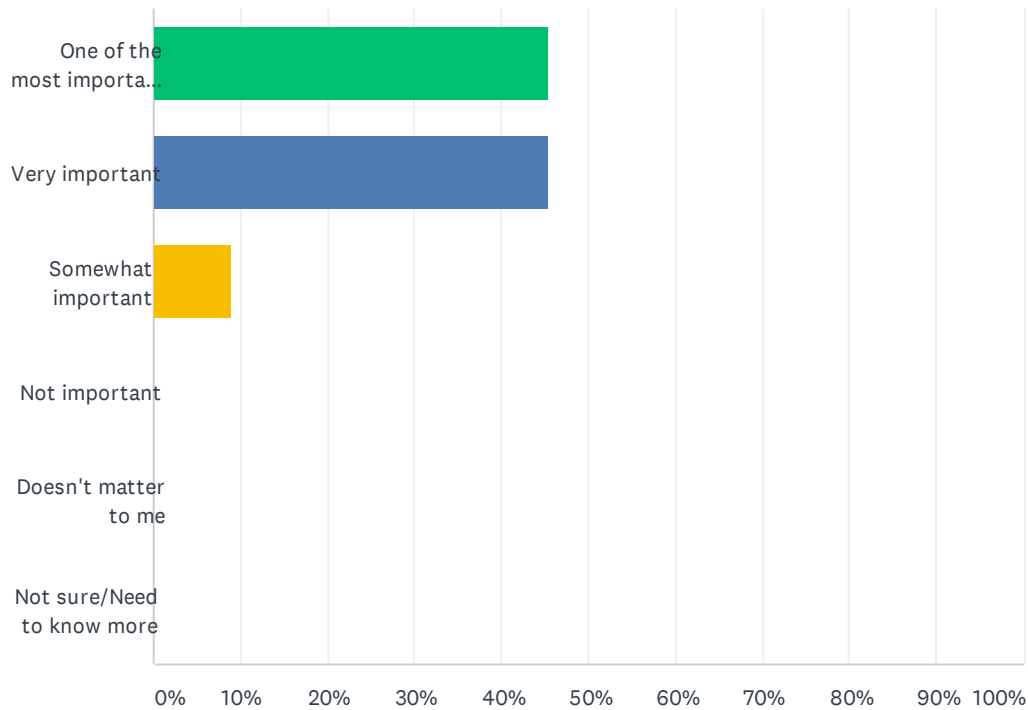
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	22.73%	5
Maintained	72.73%	16
Reduced	0.00%	0
Not sure/Need to know more	4.55%	1
TOTAL		22

Q11 How important are Emergency Medical Services (Ambulance) to you and your family?

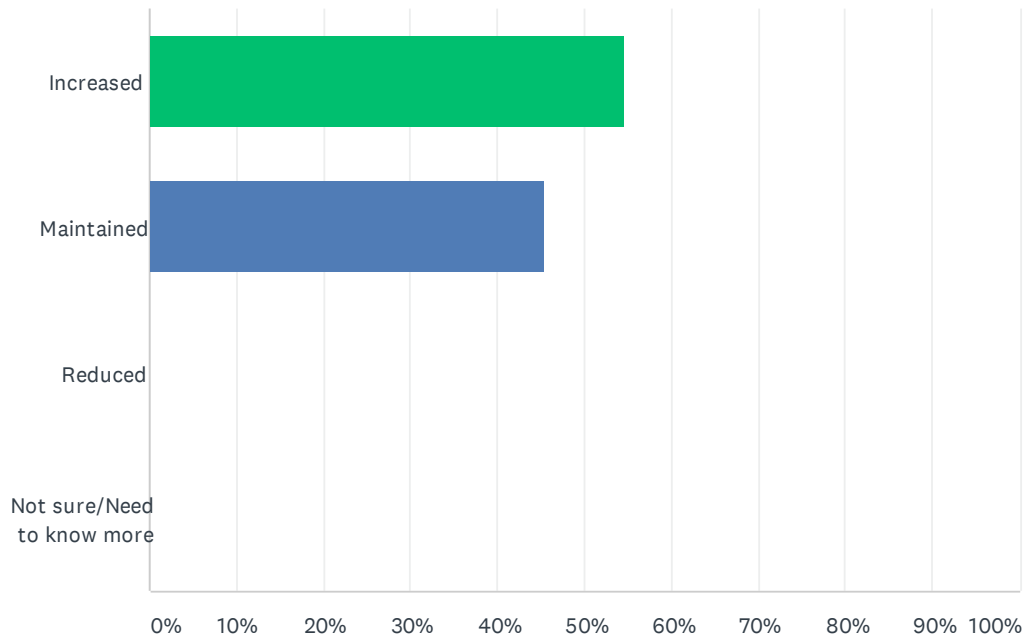
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	45.45%	10
Very important	45.45%	10
Somewhat important	9.09%	2
Not important	0.00%	0
Doesn't matter to me	0.00%	0
Not sure/Need to know more	0.00%	0
TOTAL		22

Q12 Should Elgin County's investment in Emergency Medical Services (Ambulance) be:

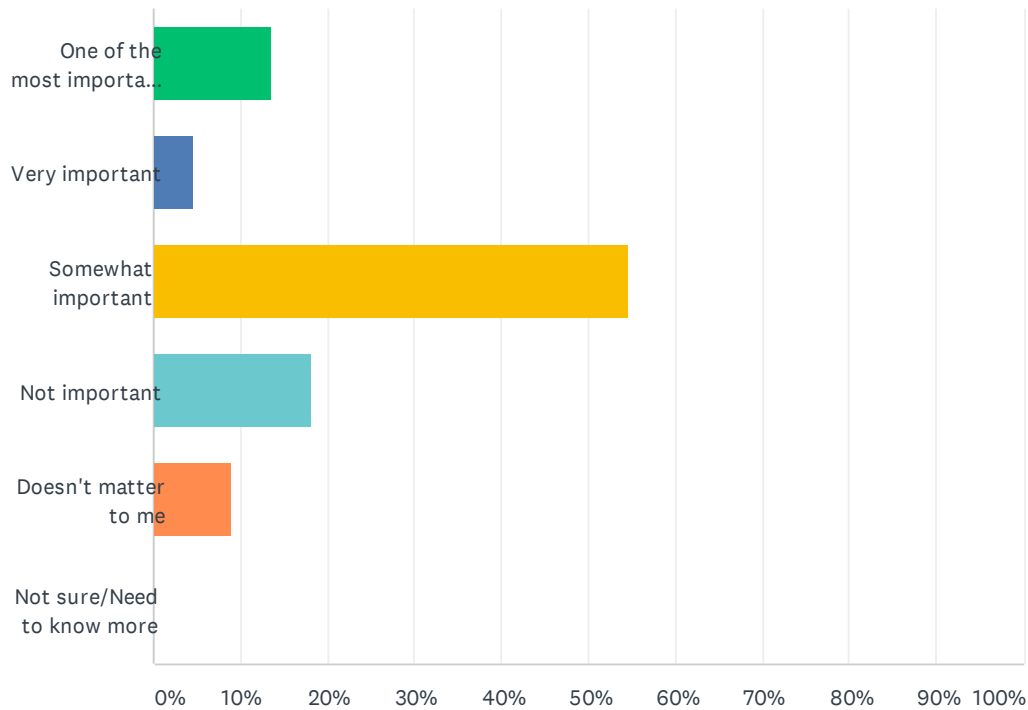
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	54.55%	12
Maintained	45.45%	10
Reduced	0.00%	0
Not sure/Need to know more	0.00%	0
TOTAL		22

Q13 How important are Elgin's 10 branch Libraries and Cultural Services (Elgin Heritage Centre and Archives) to you and your family?

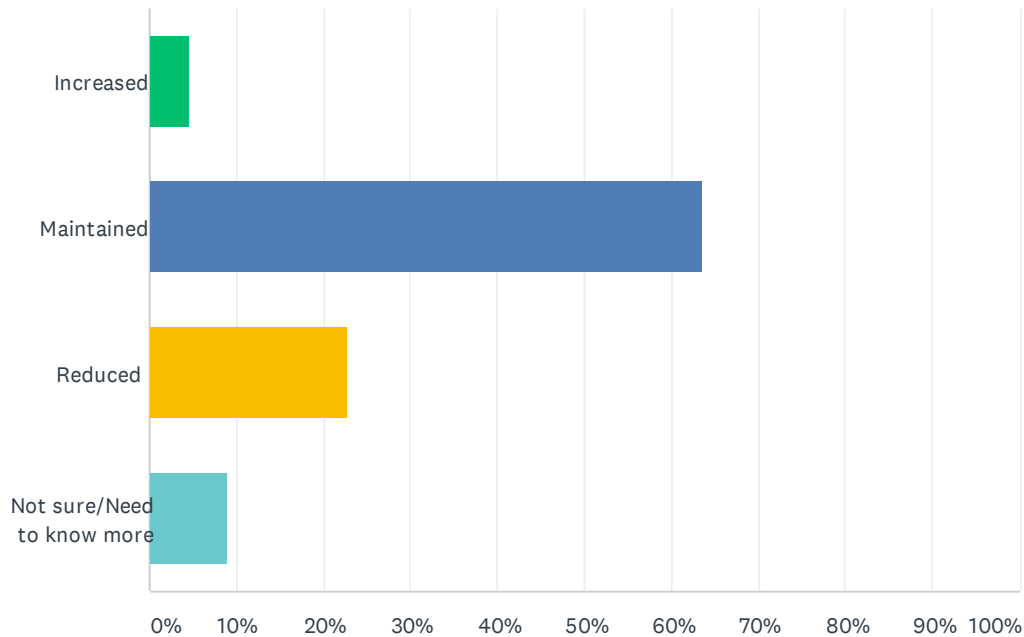
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	13.64%	3
Very important	4.55%	1
Somewhat important	54.55%	12
Not important	18.18%	4
Doesn't matter to me	9.09%	2
Not sure/Need to know more	0.00%	0
TOTAL		22

Q14 Should Elgin County's investment in Elgin's 10 branch Libraries and Cultural Services (Elgin Heritage Centre and Archives) be:

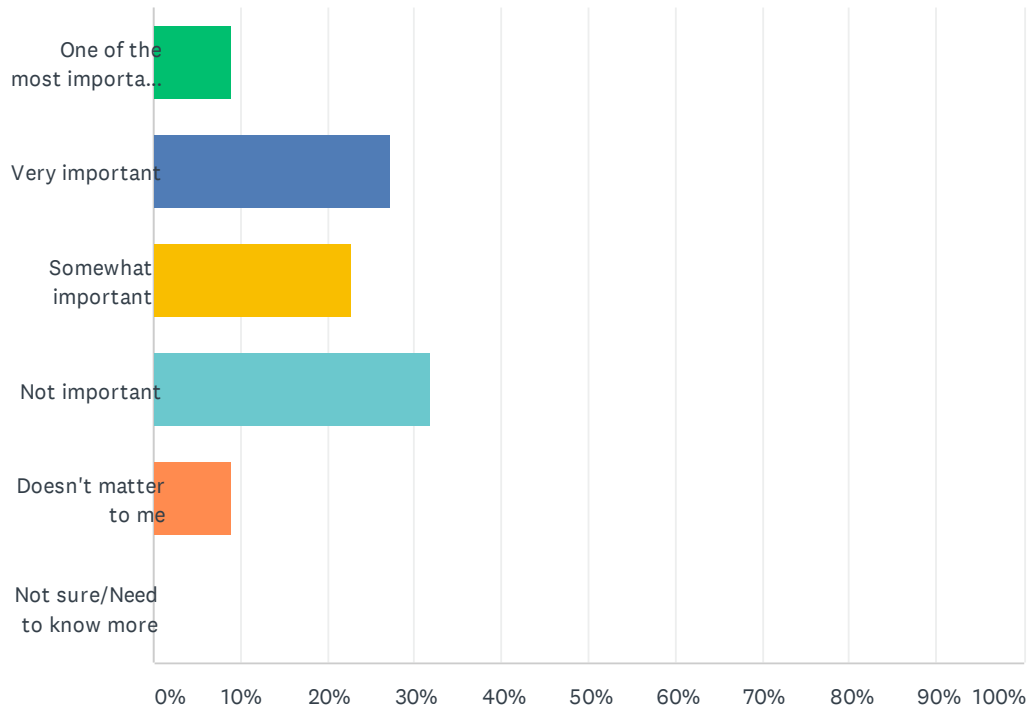
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	4.55%	1
Maintained	63.64%	14
Reduced	22.73%	5
Not sure/Need to know more	9.09%	2
TOTAL		22

Q15 How important are Social Services and Affordable Housing (funding provided to the City of St. Thomas, who delivers these services on our behalf) to you and your family?

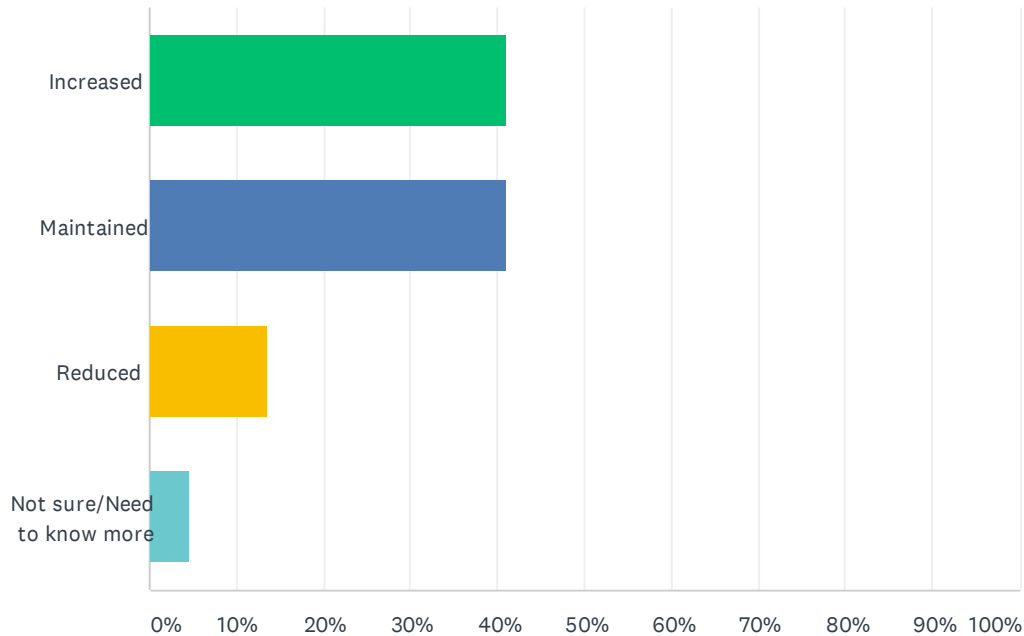
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	9.09%	2
Very important	27.27%	6
Somewhat important	22.73%	5
Not important	31.82%	7
Doesn't matter to me	9.09%	2
Not sure/Need to know more	0.00%	0
TOTAL		22

Q16 Should Elgin County's investment in are Social Services and Affordable Housing (funding provided to the City of St. Thomas, who delivers these services on our behalf) be:

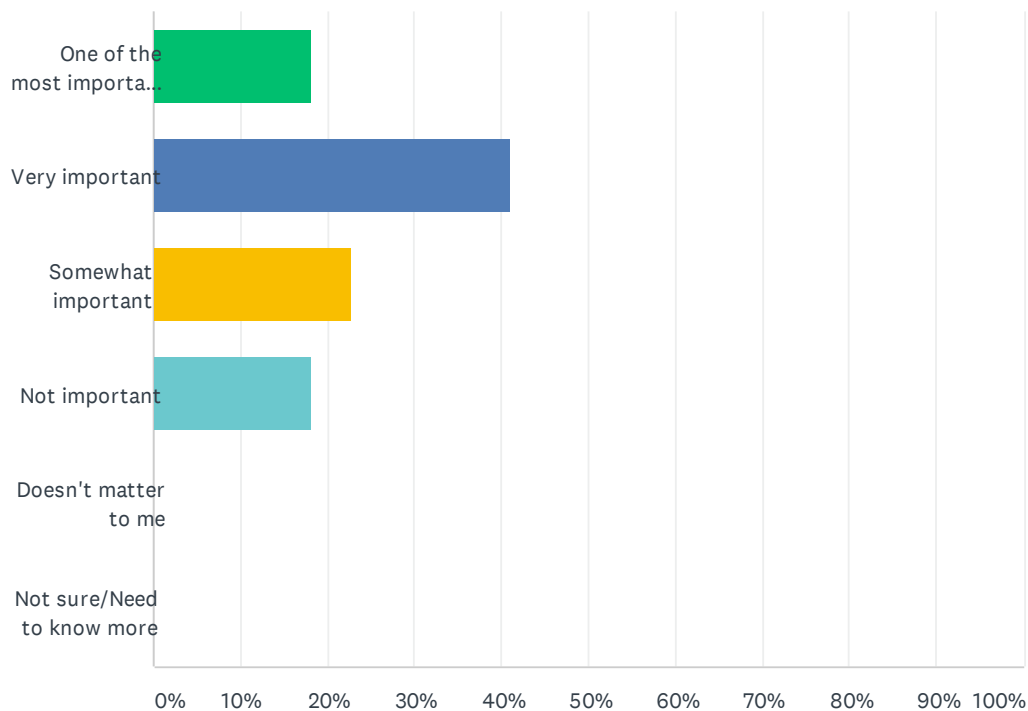
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	40.91%	9
Maintained	40.91%	9
Reduced	13.64%	3
Not sure/Need to know more	4.55%	1
TOTAL		22

Q17 Elgin Manor, Bobier Villa and Terrace Lodge are Elgin County's owned and operated Long-Term Care Home facilities providing personal and health services to 247 residents. How important are Long-Term Care Homes and Seniors Services (Elgin Manor, Bobier Villa and Terrace Lodge Long-Term Care Homes) to you and your family?

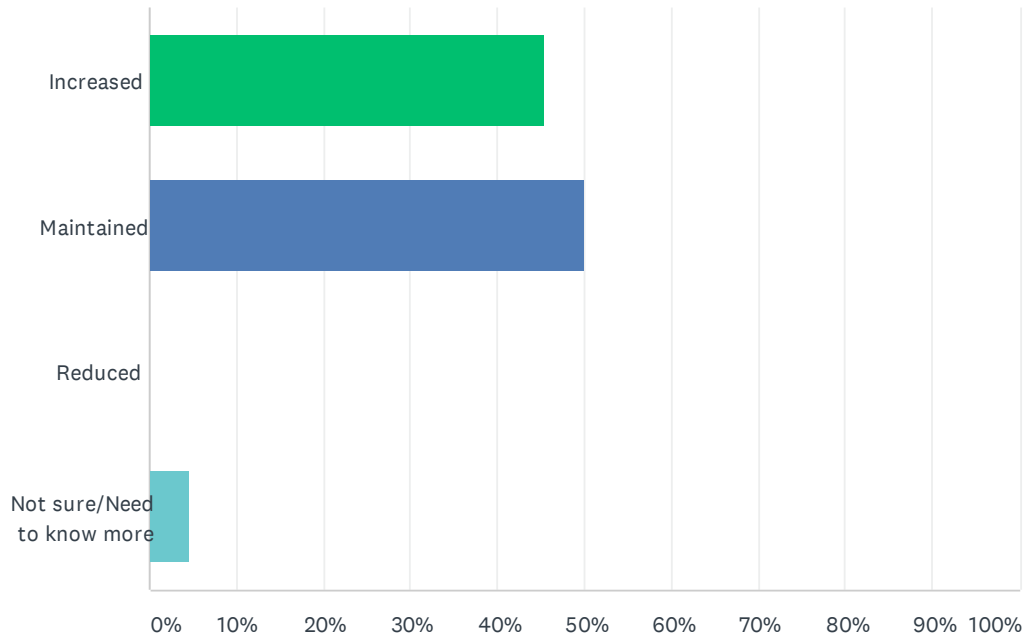
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
One of the most important services	18.18%	4
Very important	40.91%	9
Somewhat important	22.73%	5
Not important	18.18%	4
Doesn't matter to me	0.00%	0
Not sure/Need to know more	0.00%	0
TOTAL		22

Q18 Should Elgin County's investment in are Long-Term Care Homes and Seniors Services (Elgin Manor, Bobier Villa and Terrace Lodge Long-Term Care Homes) be:

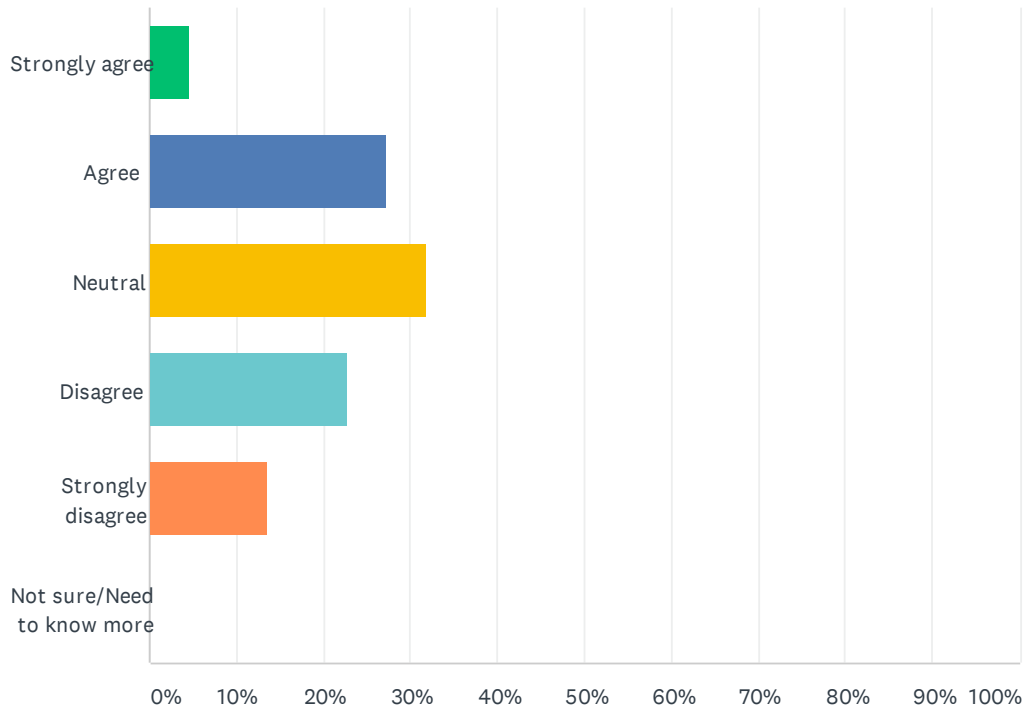
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Increased	45.45%	10
Maintained	50.00%	11
Reduced	0.00%	0
Not sure/Need to know more	4.55%	1
TOTAL		22

Q19 Do you feel that you receive good value for your tax dollars?

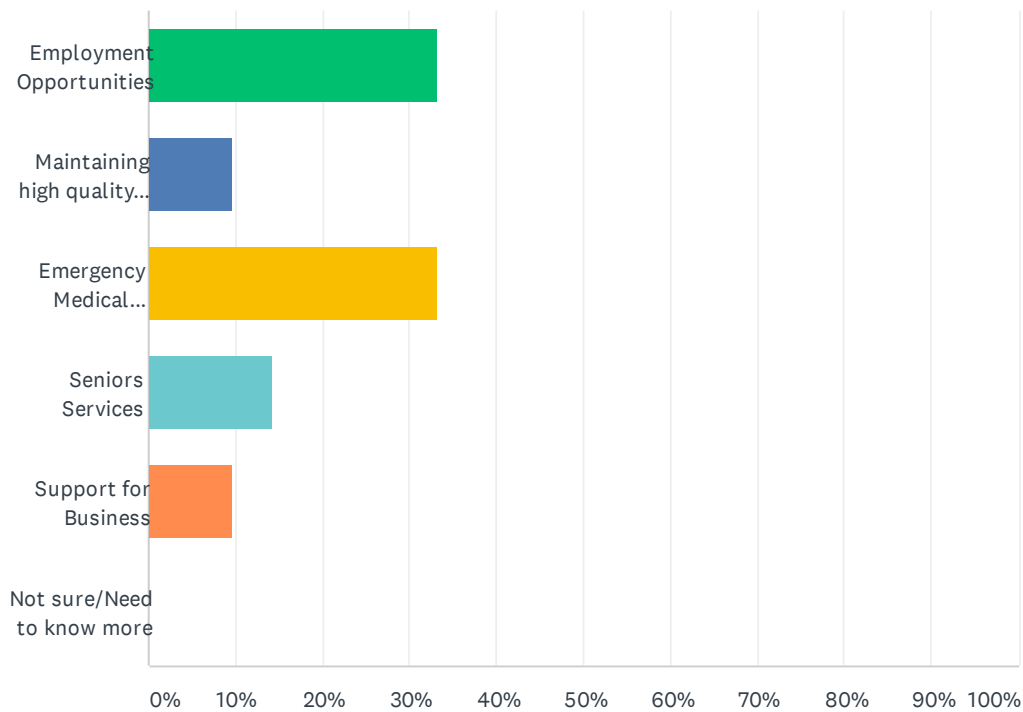
Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Strongly agree	4.55%	1
Agree	27.27%	6
Neutral	31.82%	7
Disagree	22.73%	5
Strongly disagree	13.64%	3
Not sure/Need to know more	0.00%	0
TOTAL		22

Q20 What do you think will be the biggest challenges facing Elgin County as we grow?

Answered: 21 Skipped: 1

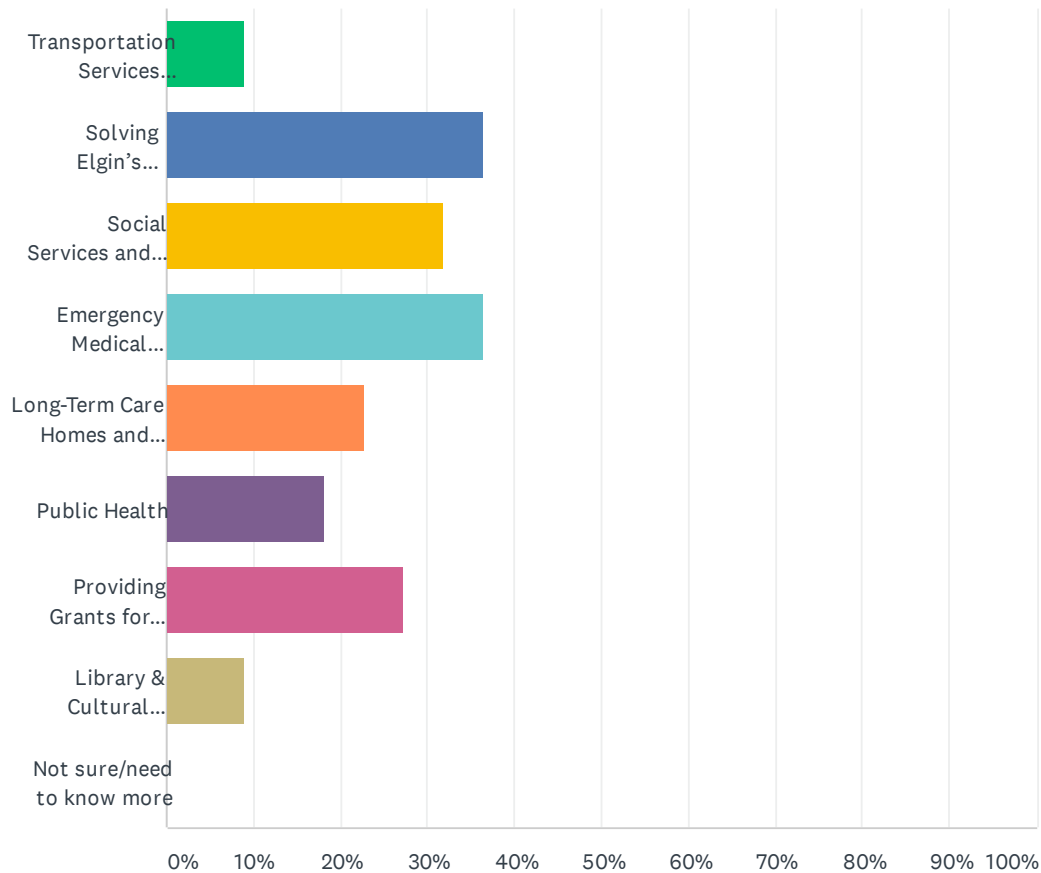


ANSWER CHOICES		RESPONSES	
Employment Opportunities		33.33%	7
Maintaining high quality roads, bridges and critical infrastructure		9.52%	2
Emergency Medical Services		33.33%	7
Seniors Services		14.29%	3
Support for Business		9.52%	2
Not sure/Need to know more		0.00%	0
TOTAL			21

#	OTHER (PLEASE PROVIDE YOUR COMMENTS)	DATE
1	Housing that is affordable to more people	11/2/2020 6:13 PM

Q21 Please pick your top two (2) priorities where you believe Elgin County should spend more tax dollars on:

Answered: 22 Skipped: 0



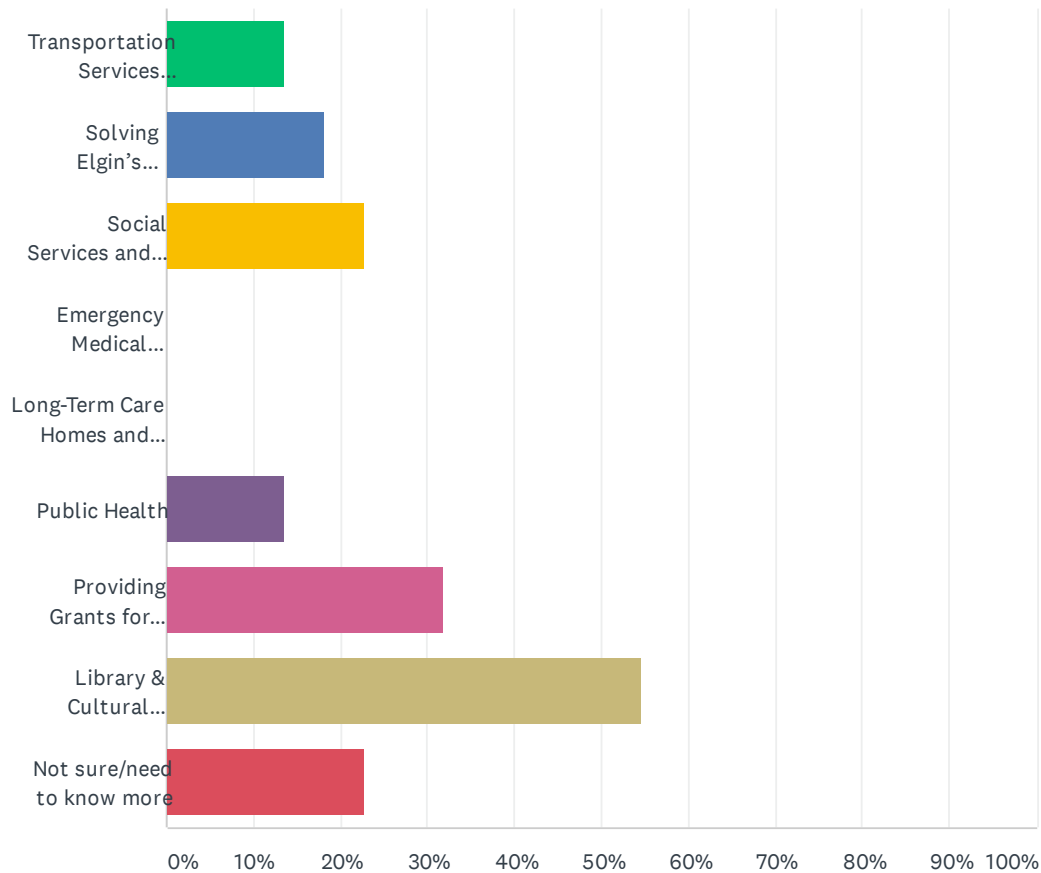
ANSWER CHOICES	RESPONSES	
Transportation Services (Roads, Bridges and Infrastructure Maintenance)	9.09%	2
Solving Elgin's Connectivity Challenges	36.36%	8
Social Services and Affordable Housing (market rent housing, supportive housing, rent-geared-to-income and emergency shelter)	31.82%	7
Emergency Medical Services (Ambulance)	36.36%	8
Long-Term Care Homes and Seniors Services	22.73%	5
Public Health	18.18%	4
Providing Grants for Community Programs, Services and Events	27.27%	6
Library & Cultural Services (including Museums and Archives)	9.09%	2
Not sure/need to know more	0.00%	0
Total Respondents: 22		

Elgin County 2021 Budget Survey

#	OTHER (PLEASE PROVIDE YOUR COMMENTS)	DATE
1	High speed internet whether fibre optics or 5G along with natural gas to rural properties is critical to the future economic and social sustainability of the county. Focus is on towns/St Thomas but rural residents pay taxes as well. Without this economic development and future population growth will not be sustainable.	11/15/2020 11:45 AM
2	Need more opportunities in small towns for children and teens	11/2/2020 6:48 PM

Q22 Please indicate the programs or services that you believe less tax dollars should be spent on (select all that apply):

Answered: 22 Skipped: 0



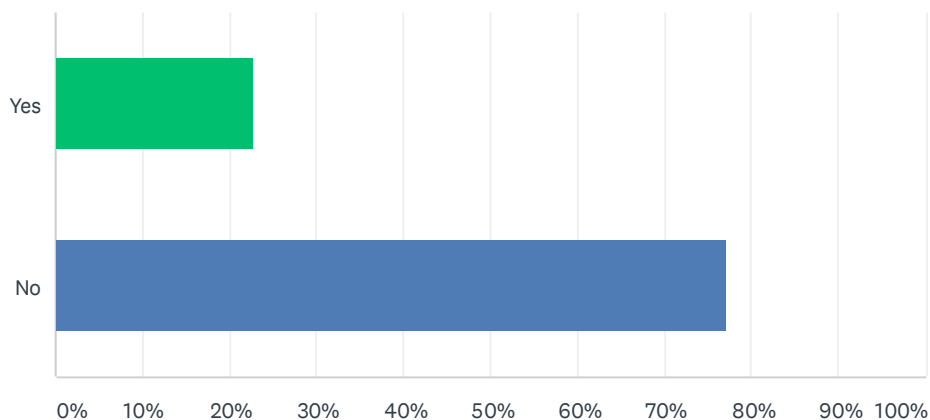
ANSWER CHOICES	RESPONSES	
Transportation Services (Roads, Bridges and Infrastructure Maintenance)	13.64%	3
Solving Elgin's Connectivity Challenges	18.18%	4
Social Services and Affordable Housing (market rent housing, supportive housing, rent-geared-to-income and emergency shelter)	22.73%	5
Emergency Medical Services (Ambulance)	0.00%	0
Long-Term Care Homes and Seniors Services	0.00%	0
Public Health	13.64%	3
Providing Grants for Community Programs, Services and Events	31.82%	7
Library & Cultural Services (including Museums and Archives)	54.55%	12
Not sure/need to know more	22.73%	5
Total Respondents: 22		

Elgin County 2021 Budget Survey

#	OTHER (PLEASE PROVIDE YOUR COMMENTS)	DATE
	There are no responses.	

Q23 Do you have any other comments or suggestions for the Budget Committee or Council regarding the 2021 budget?

Answered: 22 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	22.73%	5
No	77.27%	17
TOTAL		22

#	IF YES, PLEASE SPECIFY	DATE
1	High speed internet and natural gas expansion to rural properties should be the top priority of the council since it is critical to expansion of economic development and future population growth. As we have seen with COVID being able to run a business, education of students, etc are critical and we are lacking the rural infrastructure necessary to thrive and take advantage of future opportunities. Bringing high speed fibre internet to towns like Rodney and west lorne is great but rural properties should have the same opportunities. Internet as well as natural gas to all should be considered essential utilities just like hydro. Technology and connectivity are critical for Farm, business, education, social, health, etc as we are experiencing now. Elgin need to be a leader or we will become a secondary or has-been community. Take the lead and think down the road such as make Elgin a 5G community for all residents. Also a lot of money spent on roads but the service has gone down substantially over the years. The roadside maintenance is spotty and unless you work for the municipality or county your ditches don't get cut. Take advantage of our tourism opportunities from West to East Elgin but you need to make sure as visitors and residents travel they see the beauty and not just weeds and uncut ditches. Beautification doesn't mean just downtown St Thomas or towns but more importantly main entry roads into the county. Natural gas to all rural properties is necessary as well to increase economic and population growth.	11/15/2020 11:45 AM
2	Need more ambulances I always have to wait for one when I call in the West.	11/4/2020 9:00 PM
3	I noticed billboards regarding ambulances. I hope the county puts the money needed into it so when I need to call again, I can get an ambulance in a timely matter. My parents have health issues and need ambulances regularly.	11/4/2020 10:42 AM
4	Backus-Page House Museum is spearheading the commemoration of the 1st settlers to Elgin County, the Fleming family who arrived in either 1796 or 1797. Funds will be needed for this.	11/2/2020 6:13 PM
5	INCREASE Emergency Medical Services (ambulance). Elgin County is understaffed in this area. This could impact your family and mine.	11/2/2020 5:59 PM

Media Release

FOR IMMEDIATE RELEASE

Province Misses Chance to Respond to Ontarians' Concerns About the Environment

NEWMARKET December 8, 2020 - The Province just missed a chance to show they are listening to Ontarians who care about their environment.

Ontario's Budget Measures Act (Bill 229) was passed today with Schedule 6 intact, and in fact, bolstered with the addition of Minister Zoning Orders' which could force a conservation authority to issue a permit even if it goes against their provincially-delegated responsibility to protect people, infrastructure and the environment. This is in addition to the already concerning amendments which included new powers for the Minister to bypass conservation authorities and issue permits as well as curtailing the CAs' ability to appeal to the Local Planning Appeal Tribunal.

"The Budget Bill is all about financial recovery from pandemic conditions and this could have easily been accomplished in ways that didn't sacrifice Ontario's environment and our unique watershed approach" says Kim Gavine, General Manager of Conservation Ontario, the agency which represents conservation authorities.

"A more proactive approach may have been to use this bill to support the development of a stream of new, greener economic activities that would boost the economy *and* help to build environmental resilience, not break it down," Gavine suggested.

Conservation authorities had hoped that the Province would respond to calls from conservation authorities, municipalities, environmental agencies, agricultural agencies, Indigenous organizations and thousands of individual Ontarians and withdraw Schedule 6 from the Budget Bill.

"Our challenge, now, will be to operationalize the Province's amendments which we're quite certain will create additional delays and costs for municipalities, applicants and conservation authorities, themselves," Gavine points out. "Using an overburdened tribunal system (Local Planning Appeal Tribunal), allowing applicants to appeal CA decisions directly to the Minister and – ensuring compliance around the Minister's permits will be some of what creates those delays and costs."

Gavine pointed out that the amendments diminish the roles and responsibilities of conservation authorities and of Ontario's much lauded science-based watershed approach and this was quite evident to the people who contacted the Province over the past few weeks to complain.

"It was really fantastic to see the wide range of people and agencies who understood the importance of what was happening," Gavine says. "They immediately picked up on both the short and long term impacts of these changes and were very direct in their messages to the Province. It's unfortunate that it wasn't enough."

Gavine points out that CAs and Conservation Ontario now have to direct their attention to the regulations that provide the details around the changes to the *Conservation Authorities Act* and says she hopes they will get the attention, assessment and public input that they deserve.

- 30 -

For more information:

Kim Gavine, General Manager, Conservation Ontario kgavine@conservationontario.ca
(Cell) 905-251-3268

Jane Lewington, Marketing & Communications Specialist jlewington@conservationontario.ca
(Cell) 905-717-0301

For more information on the changes being proposed in Schedule 6:

<https://conservationontario.ca/policy-priorities/conservation-authorities-act>

To see the support for conservation authorities and watershed management:

<https://conservationontario.ca/policy-priorities/conservation-authorities-act/support-for-conservation-authorities>

Conservation Ontario
120 Bayview Parkway, Newmarket ON L3Y 3L5
www.conservationontario.ca
info@conservationontario
Twitter: [@conont](https://twitter.com/conont)

From: [Lina Bettencourt](#)
To: [Jana Nethercott](#)
Subject: FW: Request regarding Bill C-213 The Canada Pharmacare Act
Date: November 27, 2020 8:28:29 AM

From: peter.julian@parl.gc.ca <peter.julian@parl.gc.ca>
Sent: November 26, 2020 5:57 PM
To: Lina Bettencourt <westelgin@westelgin.net>
Subject: Request regarding Bill C-213 The Canada Pharmacare Act

Mayor MCPHAIL
WEST ELGIN

Dear Mayor MCPHAIL,

We are writing to you today seeking the City Council of WEST ELGIN's formal endorsement of Bill C-213, the *Canada Pharmacare Act*.

Introduced in February 2020, [the *Canada Pharmacare Act*](#) is ground-breaking new federal legislation based on the recommendations of the Hoskins Advisory Council on the Implementation of National Pharmacare and modelled on the *Canada Health Act*.

The *Canada Pharmacare Act* specifies the conditions and criteria that provincial and territorial prescription drug insurance programs must meet to receive federal funding. This includes the core principles of public administration, comprehensiveness, universality, portability, and accessibility.

Universal public drug coverage has been recommended by commissions, committees, and advisory councils dating as far back as the 1940s. Immediately following the last election, the New Democratic Party of Canada began working to draft a legislative framework to enable the implementation of a universal, comprehensive and public pharmacare program. The *Canada Pharmacare Act* is the first piece of legislation introduced by the New Democrat Caucus in the current Parliament.

As you know, across Canada, people are making impossible choices every day because they cannot afford their prescription medications. Over the past year alone, one-in-four Canadians were forced to avoid filling or renewing a prescription due to cost or take measures to extend a prescription because they could not afford to keep the recommended dosage schedule.

Even those with private coverage are seeing their employer-sponsored benefits shrink – a trend that has accelerated due to the economic impacts of COVID-19. In fact, Canadians are twice as likely to have lost prescription drug coverage as to have gained it over the past year.

Simply put, universal public pharmacare will extend prescription drug coverage to every single Canadian, while saving billions every year. The final report of the Hoskins Advisory Council found that, once fully implemented, universal public pharmacare will reduce annual system wide spending on prescription drugs by \$5 billion. Businesses and employees will see their prescription drug costs reduced by \$16.6 billion annually and families will see their out of pocket drug costs reduced by \$6.4 billion a year.

Although a recent study from Angus Reid Institute found near universal support for pharmacare among the Canadian public, powerful vested interests in the drug and insurance industries are lobbying to block this critical program in order to protect their profits.

Indeed, the *Canada Pharmacare Act* is reaching a crucial period in the legislative process. The first hour of debate on this bill took place in Parliament on November 18, 2020. The second hour of debate and the first vote will be held in February 2021. This legislation could be enacted by next spring, allowing millions of Canadians who are struggling to pay for medication to receive the support they desperately need.

That's why we need your help to secure the adoption of the *Canada Pharmacare Act* in Parliament. We are asking your City Council to join other municipalities across Canada to formally endorse Bill C-213. We will be publicizing this support nationally.

For more information on C-213 and to sign the e-petition, please visit our website:
www.pharmacarec213.ca

Thank you very much for your consideration. Please feel free to contact us if you require further detail.

We look forward to hearing from you.

Sincerely,
Peter Julian, MP
New Westminster-Burnaby

Jenny Kwan, MP
Vancouver East

Don Davies, MP
Vancouver Kingsway

.....

Par la présente, nous demandons à votre conseil municipal d'appuyer officiellement le projet de loi C-213, *Loi édictant la Loi canadienne sur l'assurance médicaments*.

Présentée en février 2020, la [Loi canadienne sur l'assurance médicaments](#) est une nouvelle mesure législative fédérale avant-gardiste fondée sur les recommandations du Conseil consultatif présidé par le D^r Hoskins concernant la mise en œuvre d'une assurance médicaments et inspirée de la *Loi canadienne sur la santé*.

La *Loi canadienne sur l'assurance médicaments* précise les conditions et les critères que les régimes d'assurance médicaments provinciaux et territoriaux doivent respecter pour être admissibles à un financement fédéral, soit les principes fondamentaux que sont la gestion publique, l'intégralité, l'universalité, la transférabilité, et l'accessibilité.

Rappelons que des commissions, comités et conseils consultatifs divers recommandent la mise en place d'un régime public et universel d'assurance médicaments depuis les années 1940. Au lendemain de la dernière élection générale, le Nouveau Parti démocratique du Canada a commencé à travailler sur un projet de cadre législatif pour établir un régime d'assurance médicaments universel, complet et public. La *Loi canadienne sur l'assurance médicaments* est la première mesure législative présentée par le caucus néo-démocrate au cours de la législature actuelle.

Comme vous le savez, partout au Canada, des gens doivent chaque jour prendre des décisions impossibles, faute de moyens pour payer leurs médicaments d'ordonnance. Au cours de la dernière année seulement, un Canadien sur quatre a dû renoncer à se procurer ou à renouveler un médicament d'ordonnance en raison du coût ou bien n'a pas respecté la posologie recommandée pour que ses médicaments lui durent plus longtemps, par manque de moyens financiers.

Même les personnes bénéficiant d'une couverture privée voient les avantages offerts par leur employeur diminuer, une tendance qui s'est accélérée en raison des répercussions économiques de la COVID-19. Les Canadiens.nes sont d'ailleurs deux fois plus susceptibles d'avoir perdu leur assurance médicaments que d'en avoir obtenu une au cours de la dernière année.

Autrement dit, un régime d'assurance médicaments public et universel étendra la couverture des médicaments d'ordonnance à chaque Canadien.ne, tout en permettant des économies de plusieurs milliards de dollars par année. Selon le rapport final du Conseil consultatif présidé par le D^r Hoskins, un régime public et universel d'assurance médicaments, une fois pleinement mis en œuvre, permettra de réduire les dépenses annuelles liées aux médicaments sur ordonnance de 5 milliards de dollars. Les entreprises et les employés.es verraient leurs coûts de médicaments sur ordonnance réduits de 16,6 milliards de dollars par an, et les familles, de 6,4 milliards de dollars par an.

Même si, selon une étude récente de l'Angus Reid Institute, un régime d'assurance médicaments universel récolte un appui quasi unanime au sein de la population canadienne, de puissants intérêts dans les secteurs pharmaceutiques et des assurances exercent des pressions pour bloquer ce programme essentiel et protéger leurs profits.

La *Loi canadienne sur l'assurance médicaments* arrive à une étape déterminante du processus législatif. La première heure de débat consacrée à ce projet de loi a eu lieu au Parlement le 18 novembre 2020. La deuxième heure et le premier vote se dérouleront en février 2021. Cette mesure législative pourrait entrer en vigueur d'ici le printemps prochain, permettant à des millions de Canadiens.nes qui peinent à payer leurs médicaments de recevoir l'aide dont ils ont grandement besoin.

C'est pourquoi nous avons besoin de votre contribution pour faire adopter le projet de Loi C-213 au Parlement. Nous demandons à votre conseil municipal d'unir sa voix à celle d'autres municipalités d'un bout à l'autre du Canada pour appuyer officiellement le projet de loi C-213. Nous ferons connaître cet appui dans l'ensemble du pays.

Pour en savoir plus et pour signer la pétition électronique, veuillez visiter notre site Web : www.pharmacarec213.ca/fr

Nous vous remercions beaucoup de l'attention que vous accordez à la présente. N'hésitez pas à communiquer avec nous pour en savoir plus.

Dans l'attente de votre réponse, nous vous prions d'agréer l'expression de nos sentiments distingués.

Peter Julian, député
New Westminster—Burnaby

Jenny Kwan, députée
Vancouver-Est

Don Davies, député
Vancouver Kingsway

New Democratic Party | Nouveau Parti démocratique

I acknowledge that I work on the unceded traditional territory of the Algonquin, Haudenosaunee and Anishinabek peoples.
Je reconnais que je travaille sur le territoire non-cédé des nations Algonquine, Haudenosaunee et Anishinabek.

(TEL) 613.992.4214 | (CELL) 613.222.4074 | FAX) 613.947.9500

 **Help save paper - do you need to print this email?**

 **Économisons le papier – est-il vraiment nécessaire d'imprimer ce courriel?**

"My friends, love is better than anger. Hope is better than fear. Optimism is better than despair. So let us be loving, hopeful and optimistic. And we'll change the world."

-Jack Layton, 1950-2011

« Mes amis, l'amour est cent fois meilleur que la haine. L'espoir est meilleur que la peur. L'optimisme est meilleur que le désespoir. Alors aimons, gardons espoir et restons optimistes. Et nous changerons le monde. »

-Jack Layton, 1950-2011

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Municipality of Southwest Middlesex

December 7, 2020

Please be advised that the Council of Southwest Middlesex passed the following resolution at its November 25, 2020 Council meeting:

Drainage Matters: CN Rail

Moved by Councillor McGill

Seconded by Councillor Vink

“WHEREAS municipalities are facilitators of the provincial process under the *Drainage Act* providing land owners to enter into agreements to construct or improve drains, and for the democratic procedure for the construction, improvement and maintenance of drainage works; and

WHEREAS municipal drain infrastructure and railway track infrastructure intersect in many areas in Ontario; and

WHEREAS coordination with national railways is required for the construction or improvement of drains that benefit or intersect with national railways; and

WHEREAS the national railways have historically participated in the process for construction, improvement and maintenance of drainage works; and

WHEREAS currently municipalities are experiencing a lack of coordination with national railways on drainage projects; and

WHEREAS the lack of coordination is resulting in projects being significantly delayed or cancelled within a year; and

WHEREAS municipal drains remove excess water to support public and private infrastructure and agricultural operations;

THEREFORE be it resolved that the Province of Ontario work with the Federal Minister of Transportation to address concerns regarding municipal drainage matters and need for coordination with the national railways; and

THAT Council circulate the resolution to the Provincial Ministers of Agriculture, Food, and Rural Affairs, and Municipal Affairs and Housing, and the Federal Minister of Transportation, the local MP and MPP, the Association of Municipalities of Ontario, and all municipalities.”

Sincerely.



Jillene Bellchamber-Glazier
CAO-Clerk

Cc: The Honorable Marc Gardeau, Minister of Transport
The Honorable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs
Monte McNaughton, MPP Lambton-Middlesex-London
Lianne Rood, MP Lambton-Kent-Middlesex
The Association of Municipalities of Ontario
All Ontario Municipalities

November 24, 2020

The Honourable Greg Rickford
Minister of Energy, Northern Development
& Mines and Minister of Indigenous Affairs
Whitney Block, Room 5630
5th Floor, 99 Wellesley St. W.
Toronto, ON M7A 1W1

Dear Minister Rickford:

At its meeting of November 11, 2020, Hamilton City Council approved Item 10 of the General Issues Committee Report 20-018, which reads as follows:

10. Request for an Interim Cap on Gas Plant and Greenhouse Gas Pollution and the Development and Implementation of a Plan to Phase-Out Gas-Fired Electricity Generation (Item 10.2)

WHEREAS, the Government of Ontario is planning to increase reliance on gas-fired electricity generation from Ontario's gas-fired power plants, which is anticipated to increase greenhouse gas (GHG) pollution by more than 300% by 2025 and by more than 400% by 2040;

WHEREAS, Canada's temperature is rising more than double the rate of the rest of the world (which is in alignment with climate models and projections impacting northern climates most significantly);

WHEREAS, the Province of Ontario will adversely impact more than a third of the greenhouse gas reductions it achieved by phasing-out its dirty coal-fired power plants, due to a power plan built around ramping up gas-fired generation to replace the output of the Pickering Nuclear Station (scheduled to close in 2024);

WHEREAS, alternative options are available to reversing short sighted cuts to energy efficiency programs and stop under-investing in this quick to deploy and low-cost resource, which include maximizing our energy efficiency efforts by paying up to the same price per kilowatt-hour (kWh) for energy efficiency measures as we are currently paying for power from nuclear plants (e.g., up to 9.5 cents per kWh);

WHEREAS, the Province of Ontario should continue to support renewable energy projects that have costs that are below what we are paying for nuclear power and work with communities to make the most of these economic opportunities;

WHEREAS, the Province of Ontario has alternative options to increasing gas-fired electricity generation, such as the Province of Quebec's offer to receive low-cost 24/7 power from its water powered reservoir system as a possible alternative;

WHEREAS, a fossil-free electricity system is critically important to Hamilton's efforts to reduce GHG emissions by replacing fossil fuel use with electric vehicles, electric buses, electric heat pumps, and other steps dependent on a fossil-free electricity supply; and,

WHEREAS, our staff have noted this problem in their report on Updated Timelines and SMART Corporate Goals and Areas of Focus for Climate Mitigation and Adaptation where they warn that "Unless the Province of Ontario changes direction on Ontario's fuel supply mix, it is expected natural gas, and therefore GHG emissions, may continue to increase as the nuclear facilities are refurbished and the Province of Ontario further supplements the electricity grid with natural gas inputs";

THEREFORE, BE IT RESOLVED:

- (a) That the City of Hamilton request the Government of Ontario to place an interim cap of 2.5 mega tonnes per year on our gas plant and greenhouse gas pollution and develop and implement a plan to phase-out all gas-fired electricity generation by 2030 to ensure that Ontario meets its climate targets; and,
- (b) That a copy of this resolution be sent to the Premier of Ontario, to the local MPP's, to the Region of Waterloo and local area municipalities.

Therefore, the City of Hamilton respectfully requests your consideration of this matter and looks forward to your response.

Sincerely,

Fred Eisenberger
Mayor

Copied: The Honourable Doug Ford, Premier of Ontario
Andrea Horwath, Opposition Party Leader, New Democratic Party of Ontario,
M.P.P Hamilton Centre
Monique Taylor, M.P.P. Hamilton Mountain
Paul Miller, M.P.P. Hamilton East-Stoney Creek
Donna Skelly, M.P.P. Flamborough-Glanbrook
Sandy Shaw, M.P.P. Hamilton West-Ancaster-Dundas
Region of Waterloo
Ontario Municipalities
Association of Municipalities of Ontario



**THE CORPORATION OF THE
TOWNSHIP OF MATACHEWAN**

December 14, 2020

Honourable Steve Clark
Office of the Minister
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON M7A 2J3

Dear Honourable Clark:

There have been numerous announcements of available grants for municipalities. We acknowledge and are very appreciative of the opportunity to apply for these grants. For small municipalities with few employees, the turn around time for applications is very short and restrictive.

We would like to request that the application deadline on any further grants have a longer turn around time.

A copy of Resolution 2020-257 is attached. Your consideration and support of this resolution would be greatly appreciated.

Sincerely,

Barbara Knauth
Deputy Clerk Treasurer

Cc: Association of Municipalities of Ontario (A.M.O.)
Federation of Northern Ontario Municipalities (F.O.N.O.M.)
All Municipalities in Ontario

P.O. Box 177, Matachewan, ON P0K 1M0
deputyclerktreasurer@matachewan.ca
www.matachewan.com

Phone: 705-565-2274
Fax: 705-565-2564



THE CORPORATION OF THE TOWNSHIP OF MATACHEWAN
P.O. Box 177, Matachewan, Ontario P0K 1M0

DATE: November 25, 2020

RESOLUTION #: 2020-267

Moved by:

N. S. A. Costello

Seconded by:

Greg Dubé

WHEREAS we have been getting numerous announcements of available grants; and

WHEREAS we are very appreciative of the opportunity to apply for these grants; however, the turn around time for applications is very short and restrictive for small municipalities with few employees;

NOW THEREFORE we, the Corporation of the Township of Matachewan, send a letter to the Hon. Steve Clarke, Minister of Municipal Affairs and Housing acknowledging the appreciation of the grants but requesting that the application deadline on any further grants have a longer turn around time; and

FURTHER THAT a copy of this resolution be forwarded to A.M.O., F.O.N.O.M. and all municipalities in Ontario.

	COUNCILLOR	YEA	NAY	PID
CARRIED	✓ Ms. A. Commando-Dubé Mayor			
AMENDED	Mr. N. Costello Mayor			
DEFEATED	Mr. G. Dubé Councillor			
TABLED	Ms. S. Ruck Councillor			
	Mr. A. Durand Councillor			

Certified to be a true
copy of the original.

[Signature]

Anne Commando-Dubé

Anne Commando-Dubé
Mayor

Janet Gore

Janet Gore
Clerk

For Immediate Release

**ONTARIO FARMERS NETWORK SUPPORTS SCHEDULE 6 OF
ONTARIO GOVERNMENT'S BUDGET ACT**

Changes to the Conservation Authority needed, could go further, and signal a good first step

November 30, 2020

WEST LORNE, ON - The Ontario Farmers Network, a farmer-advocate organization established in January 2020, announced today its formal support of the changes to the *Conservation Authorities Act*, 1990 proposed in Schedule 6 of the Ontario government's 2020 budget.

"The proposed changes are long overdue," stated OFN President John Watterworth a grain farmer in Elgin County, Ontario. "In fact, OFN wishes they went further to curtail the outright attack on agriculture. Farmers are Ontario's best conservationists."

OFN has received many enquiries and complaints from farmers across all regions of the province regarding costly and unreadable conflicts involving conservation authorities.

OFN participated in several of the multi-stakeholder consultations conducted by the Ministry of Environment Conservation. OFN is pleased to observe that the warrantless entry provisions passed but not proclaimed by the previous government will not be acted upon.

Further, the OFN supports the appeals avenues requirements, timelines for conservation authorities to receive applications and issue decisions, and for the clarity that as municipalities are the biggest funding 'shareholders' of a conservation authority, they should be driving the focus on core mandate.

OFN continues to express concern regarding the negative and partisan advocacy campaigns engaged in by Conservation Ontario and several if not all of the province's thirty-six (36) conservation authorities vigorously opposing the changes.

"The conservation authorities think they're independent and not subject to direction from the province," said Pete Archer, an OFN member from Northumberland County. "How taxpayer funded public agencies believe they can oppose government policy using public dollars is beyond the pale."

Consultation was extensive prior the inclusion of Schedule 6 in the Budget Act. OFN understands from the fall of 2019 into 2020 that all conservation authorities were individually consulted. Further, in the same multi-stakeholder consultations OFN attended, municipalities were well represented including their municipal advocacy groups. There have been multiple avenues for the public and these same interests to express their ideas to the government.

"In the farming world, when something becomes untamed you deal with. OFN is relieved the government is finally taming CAs that have been out-of-control for years," concluded Watterworth.

FOR FURTHER INFORMATION PLEASE CONTACT:

John Watterworth - OFN President
(519) 933-1657 or ontfarmersn@gmail.com

From: [Taraesa Tellier](#)
To: [Jana Nethercott](#)
Subject: Fwd: Concerns with access to pool parking lot
Date: December 3, 2020 8:17:03 AM

Good Morning,

Can we please include this on our next agenda.

Thank you.

Working on positive change for forward direction,

Taraesa Tellier
Councillor Ward One
Municipality of West Elgin
519-520-2444

Begin forwarded message:

From: Margaret Perry [REDACTED]
Date: December 3, 2020 at 7:07:13 AM EST
To: Taraesa Tellier <ttellier@westelgin.net>
Subject: Concerns with access to pool parking lot

Hi Taraesa, I wanted to raise a concern about the public access to the parking lot at the pool.

I have been witnessing vehicles using the parking lot during the late night and overnight as a meeting place, a place to race vehicles , do burn outs and donuts.. Last night and tonight 4 wheelers and snow mobiles were racing in the park, down the driveway and out on the roadway near the pool on Ridout.

With the upcoming Festival of lights I'm worried that this activity will not slow down. Is it necessary to allow vehicles access to the parking lot when the pool is not open. Can barriers be placed across opening to prevent precarious activities? I have witnessed a dirt bike get hit by a car when racing in the parking lot this fall and lots of illegal activity on the Municipal property.

Maybe additional signage and barricades may help too.

Thanks for addressing these concerns with council.

Thank you,

Margaret Perry
Ridout st Rodney

Rodney Shuffleboard and Carpet Bowlers
22364 Pioneer |Line, R.R. # 3
Rodney, ON N0L 2C0

West Elgin Municipal Council
P.O. Box 490
22413 Hoskins Line
Rodney, ON N0L 2C0

November 30, 2020

Dear Mayor and Councillor:

We are writing on behalf of the Rodney Shuffleboard and Carpet Bowler members to request a continuation of our rental agreement approved by former council members as a result of an earlier request. We agreed to pay the Municipality \$50.00 per month for using the recreation centre arena from 9:00 am until approximately 11:00 am on Mondays and Thursdays from October to May each year.

Please note, we are not casual or occasional renters. We are seasonal and our play times are not high demand times. However this changed recently, when Municipal Council undertook to use the Centre Thursday mornings for meeting the public on Council business.


Prior to the recent renovation and upgrades of the arena, arising from a federal government grant, we had access to 7 shuffleboard courts. As a result of the renovations, we have been reduced to four courts carrying 16 playing positions. This situation creates difficulty in being able to accommodate the current membership of 20 people in 16 spaces. Asking members to "sit out a game or two" defeats the whole purpose of coming out in the first place. Increased fees will further aggravate a tricky situation.

We require little or no support from the staff at Parks and Recreation. We recycle glass beads that are used as anti-friction aids in playing shuffleboard. Therefore, we sweep all of the courts before commencing play. We also sweep up and recycle the glass beads after finishing play. All of the equipment for shuffleboard and carpet bowling has been brought to the Rodney Recreation Centre over the years through grants from the Ontario Trillium Foundation as well as from local service clubs (Kiwanis, Lions and others).

We are up to date in following Covid-19 guidelines for health and safety. All of our players are over 60 years of age and will not take undue chances with their health. We will help enforce safety protocols among all members and expel from the Recreation Centre any player breaching safety guidelines.

Please give our request serious consideration. If further information is required, please call at 519-785-2184 or email ahrabinski@teksavvy.com

Sincerely yours,


Adam Hrabinski
Shuffleboard co-ordinator



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-91

A By-law to Authorize the Execution of a Renewal of Service Agreement between Ontario Clean Water Agency 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 a Service Agreement renewal with Ontario Clean Water Agency for the purposes of Operation of the Municipal Water and Wastewater facilities, to undertake the required regulatory reporting requirements and provide capital project recommendations to the Corporation of the Municipality of West Elgin for ten (10) years; 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 Ontario Clean Water Agency, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Chief Administrative Officer 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 December 17, 2020.

Read a first, second, and third time and passed this 17th day of December, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

SERVICES AGREEMENT
BETWEEN
ONTARIO CLEAN WATER AGENCY
A N D
THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

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SERVICES AGREEMENT

THIS AGREEMENT effective as of the 1st day of January, 2021 (the “Effective Date”),
B E T W E E N

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

(“OCWA”)

A N D

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the “Client”)

RECITALS

- (a) OCWA is in the business of providing management, operations and maintenance services for water and wastewater facilities.
- (b) The Client is the owner of the West Lorne & Rodney Wastewater Treatment Plants, West Elgin Distribution & Wastewater Collection Systems, more particularly described in Schedule A (the “Facilities”).
- (c) The Client wishes to retain the services of OCWA to operate and maintain the Facilities in accordance with the provisions of this agreement (the “Agreement”).
- (d) The Client and OCWA (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, operation and maintenance of the Facilities.
- (e) The Council of the Client on the ____ day of _____, 20__ passed By-Law No. _____ authorizing the Client to enter into this Agreement.

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

ARTICLE 1 - INTERPRETATION

Section 1.1 - Definitions

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

ARTICLE 2 - RESPONSIBILITIES OF OCWA

Section 2.1 - Retention of OCWA

- (a) The Client retains OCWA to provide management, operation and maintenance services, as described in Schedule C to this Agreement, in respect of the Facilities (the “Services”).
- (b) The Client acknowledges and agrees that for the purposes of Section 449 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, OCWA is an agent of the Client.

Section 2.2 - Performance of Services

- (a) OCWA shall deliver the Services in compliance with all applicable Environmental Laws, except as described in Paragraphs 2.2(b) and (c) below and in any of the following circumstances:
 - (i) the Client not making the Major Maintenance Expenditures and/or not undertaking the Capital Projects reasonably recommended by OCWA as per Section 4.6 and Section 4.7 herein;
 - (ii) failure of the Client to meet its responsibilities specified in this Agreement;
 - (iii) failure of any equipment at the Facilities, unless the failure is due to OCWA’s negligence;
 - (iv) the water transmitted to the water treatment Facilities for treatment contains contaminants or pathogens which cannot be treated or removed by the Facilities treatment processes;
 - (v) the quantity or quality of water transmitted to the water treatment Facilities exceeds the Facilities’ design or operating capacity;
 - (vi) the wastewater transmitted to the wastewater treatment Facilities for treatment contains contaminants or other substances which cannot be treated or removed by the Facilities treatment processes;

- (vii) the wastewater transmitted to the wastewater treatment Facilities for treatment does not meet the requirements of the Client's sewer use by-law or any Environmental Law;
- (viii) the quantity or quality of wastewater transmitted to the wastewater treatment Facilities exceeds the Facilities' design or operating capacity;
- (b) OCWA may temporarily cease to provide or reduce the level of provision of Services in the event of an emergency, a breakdown or any Uncontrollable Circumstance. OCWA shall, when practicable, try to give the Client reasonable advance notice of any such occurrence.
- (c) Notwithstanding any other provision of this Agreement, delay in the performance of, or a failure to perform any term of this Agreement by OCWA, shall not constitute default under this Agreement or give rise to any claim for damages suffered by the Client if and to the extent caused by occurrences or circumstances beyond the reasonable control of OCWA (an "Uncontrollable Circumstance"), including but not limited to any circumstances set out in Paragraph 2.2(a), decrees of government, acts of God (including but not limited to hurricanes, tornadoes, floods and other weather disturbances), sabotage, strikes, lockouts and other industrial disturbances, insurrections, war, civil disturbances, pandemics, riots, explosions, fire and acts of third parties.
- (d) In the event that OCWA determines that a deficiency exists with respect to the operations of the System, OCWA will use its best efforts to contact the Client to obtain the Client's approval prior to undertaking any remedial measures to correct the deficiency. The Client acknowledges that such measures may be beyond the scope of Services and this subject to an additional charge.
- (e) The Client recognizes that in an emergency situation or where an Uncontrollable Circumstance exists, OCWA's primary concern will be to use all reasonable efforts to maintain the Facilities in compliance with Environmental Laws and that OCWA may be required to correct a deficiency or deal with the emergency situation without obtaining the Client's prior approval. Should such a situation arise, OCWA shall advise the Client as soon as reasonably possible and shall provide as much information as possible to the Client and will work with the Client to ensure the emergency situation is appropriately addressed.

Section 2.3 – Standard of Care

OCWA shall deliver the Services as would a reasonable operator with like skills in like circumstances.

Section 2.4 - OCWA as Independent Contractor

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

Section 2.5 - Authorized Representatives

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

Section 2.6 - Indemnification of the Client

- (a) OCWA shall exonerate, indemnify and hold harmless the Client, its directors, officers, employees and agents from and against Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Client to the extent that such Claim is solely attributed to OCWA’s negligence or wilful misconduct when performing the Services, except where such Claim is due to an Uncontrollable Circumstance or to a condition of the Facilities which existed prior to OCWA’s commencement of the Services (a “Pre-existing Condition”), including but not limited to those listed in Schedule F. Such Pre-existing Conditions shall be the ongoing responsibility of the Client. OCWA, in providing these Services, is not responsible, accountable or liable, in any way, for Pre-existing Conditions, either directly or indirectly.
- (b) The Client shall be deemed to hold the provisions of this Section 2.5 that are for the benefit of the Client’s directors, officers, employees and agents in trust for such directors, officers, employees and agents as third party beneficiaries under this Agreement.
- (c) Notwithstanding Paragraph 2.5(a) above, OCWA shall not be liable in respect of any Claim to the extent the Claim is covered by the Insurance.
- (d) Claims by the Client for indemnification from OCWA will follow the Indemnification Process as described in Schedule B.

Section 2.7 - Waiver of Consequential Damages

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

Section 2.8 - Insurance

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

- (b) The Client specifically recognizes and agrees that neither OCWA nor the Crown bears any responsibility for the Pre-existing Condition(s) of the Facilities. As such, OCWA is not required to obtain insurance for this purpose and the Client has or will obtain its own insurance.
- (c) The Client shall be responsible for securing its own insurance for any other operations with which it is involved that are not part of the Services. The Client acknowledges that OCWA's Commercial General Liability and Contractor's Pollution Liability insurance shall not extend to cover any claims, exposure or liability beyond those directly linked to the provision of Services by OCWA staff. The Client further acknowledges that it will have no recourse under OCWA's Commercial General Liability and Contractor's Pollution Liability insurance for any operations that do not form part of the Services.
- (d) In the event of a claim under the Insurance, the payment of deductibles is as specified in Schedule E.
- (e) No later than thirty (30) days following the Effective Date of this Agreement, the Client will provide certificates of insurance for its property and boiler and machinery insurance policies to OCWA. The insurance coverage for both policies should be on a full replacement cost basis. OCWA will be named as the loss payee on both policies.
- (f) The policies of insurance obtained by the Client in subsection 2.7(e) shall be primary, notwithstanding other insurance obtained and maintained by OCWA.

ARTICLE 3 - RESPONSIBILITIES OF THE CLIENT

Section 3.1 - Obligations of the Client

- (a) The Client has the full power and authority to enter into and perform its obligations under this Agreement.
- (b) The Client has passed all necessary By-Laws and has obtained all necessary Authorizations to enable it to enter into and perform its obligations under this Agreement and to operate the Facilities, (including, without limitation, any Authorizations required from the Local Planning Appeal Tribunal and the Ministry of the Environment, Conservation and Parks (MECP)), and the Authorizations are in good standing.
- (c) The Client has provided OCWA with a true copy of each of the Authorizations referred to in Paragraph 3.1(b) above prior to the date of this Agreement, including a certified copy of each municipal By-Law required to authorize the Client to enter into and perform its obligations under this Agreement.
- (d) As the owner of the Facilities, the Client is fully aware of its responsibilities and obligations regarding the operation and maintenance of the Facilities under Applicable Laws, including without limitation its responsibilities under the *Safe Drinking Water Act, 2002* (the "SDWA"), the *Ontario Water Resources Act* and the *Occupational Health and Safety Act* (the "OHSA") and their regulations.

- (e) The Client confirms that there are no Pre-existing Conditions existing at the Facilities which would affect OCWA's ability to operate the Facilities in compliance with the terms of this Agreement and Applicable Laws, other than what is listed in Schedule F. The Client acknowledges and agrees that the Client shall be responsible for addressing such Pre-existing Conditions.
- (f) The Client confirms that as of the date of execution of this Agreement, to the best of the Client's knowledge, the Facilities are in compliance with all Applicable Laws.
- (g) The Client is not aware of the presence of any designated substances as defined under the *Occupational Health and Safety Act* (the "OHSA") at the Facilities. The Client acknowledges and agrees that it is responsible for dealing with the designated substances (including but not limited to asbestos and lead) in accordance with the OHSA and its regulations and to notify OCWA of the location of any designated substances in the Facilities.

Section 3.2 - Covenants of the Client

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

- (a) The Client agrees to promptly pay all amounts owing to OCWA under this Agreement as they become due, including any interest charges on late payments as determined under Section 4.9.
- (b) The Client agrees to promptly provide OCWA with any information relating to the Facilities which could have a bearing on the provision of Services by OCWA, including but not limited to any engineering report prepared in respect of the Facilities, any Authorization or amendment to any Authorization, as well as any governmental notice or order relating to the Facilities.
- (c) The Client agrees to commit the necessary resources to appropriately address and comply with any such reports, Authorizations, notices or orders.
- (d) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like facility, all water works that belong to or are under the control of the Client and that distribute water from the Facilities.
- (e) The Client shall repair, maintain and keep in a good working state, in accordance with good engineering practices and the standards reasonably applicable to an owner of a like Facility, all wastewater works that belong to or are under the control of the Client and that collect and transmit wastewater to the Facilities.
- (f) The Client agrees to promptly commit the necessary resources to appropriately address any health and safety issues identified by OCWA which are the responsibility of the Client.

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

Section 3.3 - Exoneration and Indemnification of OCWA

- (a) Subject to Paragraph 3.3(c) below, the Client shall exonerate, indemnify and hold harmless OCWA, its directors, officers, employees and agents and Her Majesty the Queen in Right of Ontario, as represented by the Minister of the Environment, Conservation and Parks and all directors, officers, employees and agents of the Ministry of the Environment, Conservation and Parks (collectively referred to as the "Indemnified Parties") from and against any and all Claims which may be suffered or incurred by, accrue against, or be charged to or recoverable from any one or more of the Indemnified Parties that is attributed to the Client's negligence or wilful misconduct.
- (b) OCWA shall be deemed to hold the provisions of this Article 3 that are for the benefit of OCWA's directors, officers, employees and agents and the other Indemnified Parties as defined above, in trust for all such Indemnified Parties as third party beneficiaries under this Agreement.
- (c) Claims by OCWA for indemnification from the Client will follow the Indemnification Process as described in Schedule B.
- (d) Notwithstanding Paragraph 3.3(a) above, the Client shall not be liable in respect of any Claim:
 - (i) to the extent that such Claim is covered by the Insurance; however, the Client shall be responsible for any deduction or self-insured retention amount in accordance with Schedule E; and
 - (ii) to the extent that such Claim is caused solely by OCWA's negligence or wilful misconduct in providing the Services.

ARTICLE 4 - TERM, PAYMENT FOR SERVICES AND OTHER CHARGES

Section 4.1 - Initial Term of Agreement

This Agreement shall start on the Effective Date **January 1, 2021** and shall continue in effect for an initial term of ten (10) years, ending on **December 31, 2030** (the "Initial Term") and then may be renewed for successive five (5)-year terms (each a "Renewal Term") upon agreement between the Parties, subject to Sections 4.3 and 6.1 of this Agreement.

Section 4.2 - Annual Price for the Initial Term

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

Section 4.3 - The Annual Price in Renewal Terms

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

Section 4.4 - Payment of the Annual Price

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

Section 4.5 - Items Not Included in the Annual Price

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

- (a) any Capital Projects (as defined in Paragraph 4.7(a) below) or costs resulting from any failure of the Client to implement reasonably recommended Major Maintenance Expenditures;
- (b) costs or charges for services resulting from a Change in Applicable Laws;
- (c) Unexpected Expenses (as defined in Paragraph 4.8(a) below);
- (d) Hydro/Utility costs;
- (e) charges for any Optional Services that are provided by OCWA to the Client;
- (f) costs and charges associated with providing and/or maintaining continuous monitoring technology (SCADA technology) used in respect of the Facility;

Section 4.6 - Major Maintenance Expenditures

- (a) “Major Maintenance Expenditures” means the charges for all non-routine, non-repetitive activities, repair or replacement of machinery or equipment required for the continuity of operations, safety, and operating performance of the Facilities that are necessary to prevent or correct a failure of any component of the equipment which is not included as part of Routine Maintenance including labour charges, together with the Service Fee or fixed fee basis.
- (b) No later than October 31st of each Year this Agreement is in force, or a date as the Parties may agree in writing, OCWA will provide the Client with rolling six (6)-year recommendations for Major Maintenance Expenditures required for the long term operation of the Facilities. The Client’s written approval of the estimate or revised estimate, in the form set out in Schedule “G”, authorizes OCWA to incur the Major Maintenance Expenditures included in the estimate (the “Approved Major Maintenance Expenditures”).
- (c) OCWA will invoice the Client for the Approved Major Maintenance Expenditures together with supporting documentation and the Client shall pay the invoice within thirty (30) days of the date of invoice.
- (d) OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance item costing less than \$2,000.00.

Section 4.7 - Capital Projects

- (a) “Capital Projects” means changes and improvements to the Facilities which include the installation of new technology, improvements to the efficiency, performance and operation of the Facilities, replacement of major pieces of equipment, structural modifications to the Facilities and the construction and commissioning of new Facilities.
- (b) During the term of this Agreement, the Client may request OCWA to undertake Capital Projects for the Client. The terms and conditions of such Capital Projects including the fee shall be negotiated by OCWA and the Client.

Section 4.8 - Unexpected Expenses

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

- (b) In the event that OCWA is required to incur Unexpected Expenses, the approval of the Client with respect to those Unexpected Expenses will be required only if time permits. Within five (5) days of incurring the Unexpected Expenses, OCWA will provide the Client with a report detailing the reasons the Unexpected Expenses were incurred.
- (c) Any Unexpected Expenses will be invoiced to the Client together with appropriate supporting documentation, and the Client shall pay the invoice within thirty (30) days of the date of the invoice.
- (d) In the event that OCWA is required to incur Unexpected Expenses, OCWA will not be required to obtain the prior approval of the Client for any Major Maintenance Expenditure item costing less than \$2,000.00.

Section 4.9 - Interest on Late Payments

- (a) **Monthly Payment of Annual Fee.** If the Client's monthly payment of the Annual Fee is not available in OCWA's designated bank account on the agreed to date of payment, OCWA will notify the Client that the funds were not available. Interest will be charged to the Client starting from the day after the payment was due in the account. Interest shall be paid at a rate determined by the Minister of Finance, from time to time, as payable on overdue accounts, in accordance with the Lieutenant Governor in Council under s.10(4) of the *Financial Administration Act*, R.S.O. 1990, c.F.12, plus any banking charges and an administrative fee.
- (b) **Other Invoices.** Invoices, other than for the monthly payment set out in Section 4.8(a) above, shall be paid no later than thirty (30) days from the date of the invoice and interest shall begin to accrue one (1) day after the payment is due.

Section 4.10 - Partial Payment of Disputed Invoices

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

Section 4.11 - Hydro Costs/Utility Costs

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

Section 4.12 - Optional Services

- (a) If requested by the Client, OCWA may provide Optional Services to the Client by Change Order as set out in Schedule G, provided that the Client and OCWA agree in writing to the specific scope of work required.
- (b) Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis as described in Schedule D.
- (c) Once OCWA has agreed to provide Optional Services to the Client, the Optional Services shall be subject to the terms and conditions of this Agreement, with any necessary changes having been made.
- (d) The labour and mileage rates described in Schedule D will be reviewed annually by OCWA and may be subject to change.

Section 4.13 - Changes to the Agreement

- (a) A Change to the Agreement may be carried out after execution of this Agreement by Change Order. A Change Order shall be based upon agreement between the Parties and shall be reflected in a Change Order Form.
- (b) The Parties shall execute a Change Order Form, which shall be substantially in the form found in Schedule G which will state their agreement upon all of the following:
 - (i) the services to be provided;
 - (ii) fees for the services provided under the Change Order;
 - (iii) the extent of the adjustment to the maintenance and operating schedule, if any;
 - (iv) the extent of any adjustments to the Annual Price, if any; and
 - (v) all other effects that the change has on the provisions of this Agreement.

Section 4.14 – Chemical Costs

- (a) OCWA's initial Annual Price is calculated based upon an estimate of the annual cost of chemicals used in the operation of the facilities (the "Chemical Costs") in the amount as per Schedule D, Section 5, (the "Current Annual Chemical Cost"). However, due to the uncertainty of chemical rates, adjustments may have to be made for Chemical Costs increases/decreases as follows:
 - (i) If there is an increase of greater than 10% per dry ton of alum in total annual Chemical Costs over the Current Annual Chemical Cost in any Year of the Agreement, then the Client shall pay OCWA the entire amount of the increase over and above the Annual Price.

- (ii) If there is a decrease of greater than 10% per dry ton of alum in total annual Chemical Costs over the Current Annual Chemical Cost in any Year of the Agreement, then the Client shall be compensated by OCWA for the entire amount of the decrease.
- (b) The calculations for the purpose of this section will take place as soon as it is reasonably possible after OCWA determines the annual Chemical Costs for the year. At the end of each year of this Agreement, OCWA shall deliver an account to the Client. If the Client owes monies to OCWA under this section, then an invoice for that amount will be sent to the Client. If OCWA owes monies to the Client, then a credit will be applied to the Client's account.
- (c) Should the decrease in total annual Chemical Costs be a direct result of an investment by OCWA, then there shall be no credit under (b) above, until such time as OCWA's investment is fully recovered."

ARTICLE 5 - DISPUTE RESOLUTION

Section 5.1 - Mediation

- (a) If a dispute arises between the Client and OCWA which cannot be resolved within a reasonable time, then the issue shall be referred to a mediator.
- (b) The fees and expenses of the mediator shall be divided equally between the Parties.
- (c) Involvement in mediation is on a without prejudice basis and does not preclude and is not a bar to either Party pursuing whatever legal remedies may be available, including litigation.

ARTICLE 6 - TERMINATION

Section 6.1 - Termination of Agreement

- (a) At least one (1) calendar year before the expiry of the Current Term, the Client shall notify OCWA in writing whether it wishes to terminate or renew this Agreement at the end of the Current Term. However, OCWA reserves the right to decline to renew the Agreement by notifying the Client in writing of its decision to decline, within thirty (30) days of receipt of the Client's written request to renew.
- (b) During the Initial Term or any Renewal Term, this Agreement may only be terminated by either the Client or OCWA by giving at least thirty (30) days' notice in writing to the other Party if:
 - (i) there has been a material breach of the Agreement;

- (ii) the Party complaining of the breach has given written notice of the breach to the other Party; and
 - (iii) the other Party does not correct the breach within thirty (30) days of receiving the notice.
- (c) If either Party disputes the existence of a breach or that the breach is material, then the dispute may be referred to mediation under Section 5.1 of this Agreement.

Section 6.2 - Early Termination

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

Section 6.3 - Final Settlement

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

Section 6.4 - Transfer of Operations

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

- (a) The log books for the Facilities.
- (b) The original operations manuals that were provided by the Client to OCWA at the commencement of the Services with all updates to the expiry date of the Agreement.
- (c) A list of emergency phone numbers from the contingency plan binders used by OCWA staff in respect of the Facilities.
- (d) Maintenance and repair records of equipment at the Facilities in electronic format.
- (e) The operational plans under the Drinking Water Quality Management Standard (DWQMS) and any Standard Operating Procedures (SOPs) identified in the DWQMS.

ARTICLE 7 - GENERAL

Section 7.1 - Ownership of Technology

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

Section 7.2 - Agreement to Govern

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

Section 7.3 - Entire Agreement

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

Section 7.4 - Amendments and Waivers

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

Section 7.5 - Successors and Assigns

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

Section 7.6 - Survival

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

Section 7.7 - Severability

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

Section 7.8 - Notices

- (a) All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given if hand-delivered, sent by email, sent by confirmed facsimile or by registered mail postage prepaid, return receipt requested, or by courier, to the Parties at their respective addresses as set forth below, or to such other addresses as the Parties may advise by like notice. Such notices if sent by email facsimile, registered mail or courier shall be deemed to have been given when received.
- (i) if to the Client:
The Corporation of the Municipality of West Elgin
P.O. Box 490, R.R.#1
Rodney, ON, N0L 2C0
Telephone: (519) 785-0560
Fax: (519) 785-0644
Attention: CAO/Treasurer
- (ii) if to OCWA:
Ontario Clean Water Agency, Southwest Regional Office
450 Sunset Drive Suite 370,
St. Thomas, ON N5R 5V1
Telephone: (519) 768-9925
Attention: Senior Operations Manager
- (b) A Party to this Agreement may change its address for the purpose of this Section by giving the other Party notice of such change of address in the manner provided in this Section.

Section 7.9 - Counterparts

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

Section 7.10 - Freedom of Information

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

Section 7.11 - Confidentiality

The Parties shall strictly maintain confidential and secure all material and information provided, directly or indirectly, by the other Party pursuant to this Agreement. Subject to relevant legislation related to freedom of information or the protection of privacy and any other laws, neither Party shall directly or indirectly disclose to any person, either during or following

the term of this Agreement, any such material or information provided to it by the other Party without first obtaining the written consent of the Party who provided such material or information, allowing such disclosure.

Section 7.12 - Change in Circumstance

- (a) In the event that there is a change in circumstances or condition that is not covered under the terms of this Agreement, including, without limitation, a Change in Applicable Laws or change in the scope of services provided (a “Change in Circumstance”), then the Party asserting the occurrence of such Change in Circumstance shall give written notice to the other Party, and the written notice shall contain:
 - (i) details of the Change in Circumstance;
 - (ii) details of the inadequacy of this Agreement; and
 - (iii) a proposal for an amending agreement to remedy the Change in Circumstance.
- (b) The Parties shall negotiate in good faith any amendments to this Agreement necessary to give effect to or comply with the Change, including any adjustments to the Annual Price or the Services to be provided, which shall be effected as of the date of the Change. If the Parties dispute the existence of a Change, or the recommendation proposed to rectify the Change or the terms and provisions of any amendment to the Agreement, then either Party may refer the dispute to mediation under Article 5, Dispute Resolution.

IN WITNESS WHEREOF the Parties have duly executed this Agreement.

ONTARIO CLEAN WATER AGENCY

Date of Signing

By: _____
(VP Operations, Terry Bender)

Date of Signing

By: _____
(Executive Vice President and General Counsel,
Robin Kind)

**THE CORPORATION OF THE
MUNICIPALITY OF WEST ELGIN**

Date of Signing

By: _____
(Mayor, Duncan McPhail)

Date of Signing

By: _____
(CAO/Treasurer, Magda Badura)

SCHEDULE A - The Facilities

Part 1. Description of the Facilities

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

West Elgin Water Distribution System

The West Elgin Distribution System services West Lorne, Rodney and rural areas of West Elgin.

The West Elgin Distribution System relies on the Tri-county Drinking Water System to supply the system with potable water that has met primary and secondary disinfection requirements.

A portion of the West Elgin Distribution System on Beattie Line is supplied by the Southwest Middlesex Distribution System through a connection on Beattie Line and Graham Road. This area relies on Southwest Middlesex Distribution System to supply water that has met primary and secondary disinfection requirements.

The West Elgin Distribution System contains 180 Kms, (50mm-400 mm) of watermain along with a water tower located in Rodney. The Rodney Tower contains re-chlorination facility using sodium hypochlorite in order to maintain secondary disinfection in the distribution system. There are sample stations, hydrants, blow offs and auto flushers located throughout the municipality for monitoring the system. The system serves 1760 active customers.

The West Elgin Distribution System is connected to the Southwest Middlesex Distribution System at the Southwest Middlesex Reservoir. There is also another connection to the Southwest Middlesex Distribution System through an interconnection located near the 401 on Graham Road in West Lorne. This was created when there was an emergency watermain break on the Southwest Middlesex Distribution System and is only used for maintenance and emergency situations.

West Elgin Wastewater Treatment System

West Lorne

Screening -Automatic fine screw screen.

Grit Chamber -automated grit snail unit

Aeration Facilities

two (2) reinforced concrete aeration basins with a total hydraulic retention capacity of approximately 900 cubic metres at 4.5 metres SWD, equipped with a fine bubble type aeration system.

two (2) air blowers, with an operating range of 14-20 cubic metres per minute at 56 kilo Pascals
one (1) blower with an operational range between 7-15 cubic metres per minute.

Secondary Clarifiers

two (2) secondary clarifier with a total surface area of approximately 160 square metres and a water depth of 4.5 metres, equipped with mechanical sludge and scum removing mechanism.

Return Sludge and waste Sludge Pumping Units

(4) fixed speed return activated sludge/waste activated sludge pumps, two as duty and two as standby, each rated at approximately 15.6 litres per second against 7.5 metres T.D.H. and provided with throttling valves.

Phosphorus Removal and Alkalinity control systems

Chemical storage and feed facilities for phosphorus removal and alkalinity control, consisting of: two (2) 15,000 litres fibre reinforced plastic tanks, to be installed inside heated building within a spill containment area, for the storage of phosphorus removal chemical and alkalinity addition chemical;

three (3) diaphragm type metering pumps for phosphorus removal chemical, two (2) as duty and one as shelf-spares to share with alkalinity control system, each rated at 23 litres per hour. one (1) diaphragm type metering pump for addition of supplementary alkalinity, rated at 23 litres per hour.

Lagoon

one (1) two-cell lagoon used for long term sludge stabilization/storage, consisting of: waste activated sludge to be conveyed to the existing lagoons; lime feeding system for sludge stabilization comprising bag loader/ slasher, dry chemical feeder, solution tank, mechanical mixer, two (2) metering pumps, one (1) as stand-by, each rated at 480 litres per hour and dust control system; gravity main from Pump Station to enable the discharge of raw sewage directly to the lagoon during emergencies; lagoon outlet structure to allow supernatant to be returned to treatment plant.

Effluent Filtration

three (3) SuperSand filter units.

one (1) air compressor rated to 470 litres per second at 8.6 bar to serve above mentioned filters.

Backwash Pumps

with two (2) 0.25 kilowatts end suction centrifugal backwash pumps.

one (1) XLPE vertical backwash storage tank with 775 litres capacity.

UV Disinfection

one (1) UV disinfection system for disinfection of filtered effluent prior to discharge.

Effluent Water System

two (2) centrifugal effluent water pumps, for supplying water to the grit removal unit and site yard hydrants, each rated at approximately 4.7 litres per second against 43.0 metres T.D.H.;

two (2) centrifugal effluent water pumps, one as shelf-spares, for supplying water for foam control, each rated at approximately 4.9 litres per second against 15.5 metres T.D.H.

(1) dual microwave flow velocity sensor and ultrasonic level sensor in the UV channel.

Rodney WWT**Extended aeration plant**

Extended aeration plant with a rated capacity of 590m³/d average flow and consisting of:

Screening/Flow Splitting Chamber

A reinforced concrete inlet channel measuring approximately 3.87m x 0.73m x 0.81 m deep provided with a mechanical screen and flow splitting chamber designed for a peak flow of 2190m³/d.

Aeration basin

Two (2) reinforced concrete aeration basins, each measuring approximately 20.7m x 6.6m x 3.0m SWD and equipped with three (3) mechanical aerators, each rated at 7.6 kw.

Final Clarifier

One (1) reinforced concrete clarifier measuring 9.75 diameter and 3.66 m SWD, equipped with centre inlet column with minimum diameter of 0.6m; influent stilling well with minimum diameter of 1.94m; peripheral effluent weir, approx. length 29m; sludge collector mechanism including a centre support column, collector arms, gear assembly, drive unit, as well as four (4) syphon tubes i.e. two (2) per rake arm to remove settled sludge rapidly at a controlled rate; scum removal mechanism, scum chamber and one (1) scum pump rated at 9.1 L/s against 13.1m TOH.

Return Sludge and Waste Sludge Pumping Units

Return sludge and waste sludge pumping system consisting of:

two (2) return activated sludge/waste activated sludge pumps, each rated at 21 L/s at 10m TOH, installed in Control Building 'B'; one (1) magnetic flow meter on 150mm diameter sludge return line.

Flow Monitoring Equipment

One (1) reinforced concrete flow measuring chamber, approximately 3.2m x 2.1m x 1.1m deep, containing a v-notch weir and an ultrasonic transducer, located at the outlet of the final clarifier to measure the rate of flow being treated at the plant.

Phosphorus Removal and Alkalinity Control Systems

Chemical storage and feed facilities for phosphorus removal and alkalinity control, consisting of: one (1) 3m diameter x 4.3m high, 30,000L fibre reinforced tank furnished with heating taps installed outside in a concrete spill containment structure, for the storage of phosphorus removal chemicals;

two (2) diaphragm type metering pumps, one as standby, each rated at 24 L/hour against 1000 kPa discharge pressure, metering rate controlled automatically by the flow signal, for feeding the phosphorus removal chemical;

two (2) high capacity, fixed mount, gear driven mixers to keep lime slurry in suspension, one mixer in the lime storage and feed room and the second one to be retained on site as spare;

two (2) diaphragm type metering pumps, one standby, each rated at 60 L/hour at 500 kPa discharge pressure

Utility Buildings

Utility buildings at the sewage treatment plant site consisting of:

Control Building 'A' with approximate floor area of 118 m² to accommodate an office/lunch room, a laboratory, a workshop, a locker room and a washroom;

Control Building 'B' with approximate floor area of 98 m² to house chemical feed equipment and sludge pumps.

Filtration

continuous backwash filter housed in a filter building located between the existing lagoon and Control Building 'A' and consisting of:

a four (4) module, 2.0m deep bed sand filter with a total surface area of 9•3m² ;

two (2) compressors each rated at 18.9 L/s at 860 kPa;

two (2) filter backwash pumps each rated at 1.5 L/s at 9.8m TDH;

two (2) metering pumps each rated at 18.9 L/hour, to pump 30 percent of hydrogen peroxide for filter cleaning, when necessary, including chemical storage tanks.

Disinfection

ultraviolet disinfection system consisting of a minimum of one bank of four modules each having a minimum of four lamps and located in the filter building.

Lagoon

lagoon for sludge digestion/storage by installing:

two (2) surface aerators for odour control;

lagoon decanting facility with one decanting pump rated at 3.5 L/s at 12.0m TOH and discharging to the head of the works.

Collection System**West Lorne****Sanitary Sewers**

Sanitary sewers on McGregor Street, in the Municipality of West Elgin, County of Elgin.

Main Sewage Pumping Station

pumping station located at Marsh Line consisting of:

one (1) wet well sized for a minimum cycle time of 10 minutes for each pump;

three (3) submersible pumps, one (1) as duty pump, rated at 10.4 litres per second against 9.3 metres T.D.H. and two (2) as duty pump on a rotational basis, each rated at 31.1 litres per second against 17.0 metres T.D.H.; emergency gravity main directly to the existing lagoons.

Forcemain

200 millimetres diameter sewage forcemain from the pumping station to the treatment plant in an easement mostly alongside the existing forcemain.

Rodney**Pumping Station and Forcemain**

Sewage pumping station located near the junction of Furnival Road and King Street, consisting of:

Two (2) submersible pumps, each rated at 27L/s against 27m TDH;

Ultrasonic level control system for flow monitoring and automatic control of sewage pumps;

High and low float regulators as an override to the ultrasonic control systems;

Installation of a portable hoist; a 3.5 m x 2.9 m x 2.1 m deep reinforced concrete valve chamber

Foremain

200 mm diameter sewage forcemain from the lagoon inlet to the aeration plant.

SCHEDULE B - Definitions

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

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

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

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

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

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

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

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

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

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

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

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

“Chemical Costs” is defined in Section 4.14 (a).

“Current Annual Chemical Cost ” is defined in Section 4.14(a)

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

“CPI Adjustment” means the percentage difference between the Statistics Canada Consumer Price Index, All Items (Ontario) (“CPI”) during September of the previous Year as compared to the CPI of September of the current Year. For example, the CPI Adjustment for Year 2020 is the CPI of September 2019 divided by the CPI of September 2018.

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

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

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

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

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

“ESA” means the Electrical Safety Authority.

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

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

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

- (a) upon receipt of a Claim, or notice of claim, the Indemnified Party shall immediately forward such Claim or notice of Claim to the Indemnifying Party;
- (b) if requested by the Indemnifying Party, the Indemnified Party shall provide all documentation relating to the Claim or notice of Claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such Claim or notice of Claim and shall assign such right to the Indemnifying Party including any subrogation rights;
- (d) the Indemnifying Party shall not settle any Claim, or notice of Claim without the prior written consent of the Indemnified Party; and
- (e) the Indemnified Party shall have the right to take-over the defence of any Claim, or notice of Claim and the Indemnifying Party shall fully co-operate with such action.

“Indemnified Parties” is defined in Paragraph 3.3(a) of this Agreement.

“Indemnifying Party” means the Party responsible for dealing with any Claims and paying out any Claims.

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

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

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

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

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

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

“OHSA” means the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1.

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

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

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

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

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

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

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

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

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

“SCADA” means Supervisory Control and Data Acquisition.

“SDWA” means the *Safe Drinking Water Act, 2002*, S.O. 2002 c.32.

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

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

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

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

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

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

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

“Year” means the three hundred and sixty-five (365) day period from *January 1 to December 31* calendar year.

SCHEDULE C - The Services

Services for Water Distribution, Wastewater Treatment and Wastewater Collection Systems

Part 1 - Services included in the Annual Price

OCWA will provide the following services:

1. **Staffing**

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

2. **Regulatory Reporting**

- (a) prepare and submit all reports to the Client and the MECP respecting the operation and maintenance of the Facilities as required by the MECP or any other regulatory agency or body having jurisdiction at the time of the Agreement;
- (b) review any inspection reports prepared by the MECP in respect of the Facilities and, subject to any approvals of the Client, either correct or negotiate with the MECP amendments to a deficiency;
- (c) report to the Client and the MECP non-compliance with a regulatory requirement;
- (d) maintain Drinking Water Quality Management System plan

3. **Operations Manuals**

- (a) recommend to the Client, any section in the operating manuals that should be

modified/changed to ensure that the operating manuals reflect the actual or revised approach to operating the Facilities; which recommendations may require third party assistance.

4. Change In Laws

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

5. Facility Emergency Preparedness

- (a) prepare and revise, as necessary, an Emergency Plan for the Facilities consistent with the requirements of the Applicable Laws and the Client's Emergency Plans;
- (b) establish procedures for managing foreseeable emergencies or abnormal conditions affecting the Facilities.

6. General

- (a) good housekeeping to maintain a safe work environment;
- (b) provide security at the Facilities by maintaining the existing fences and gates and locking same and notifying the Client of the need for any repairs;
- (c) provide mobile communications services;
- (d) present the operational reports to council on a quarterly basis.

7. Routine Operations & Maintenance

- (a) in providing routine operation of the Facilities, OCWA will conduct:
 - (i) visual inspection of all buildings, equipment and Facilities insofar as can be observed while these are in service;
 - (ii) instrumentation cleaning, verification of flow meters at the facilities;
 - (iii) sampling and/or on-site analysis;
 - (iv) sample collection, preservation, packing and shipment for off-site analyses as required by Applicable Laws at the time of the commencement of this Agreement;
 - (v) laboratory sampling, analysis and reports as required by Applicable Laws at the time of the commencement of this Agreement;
 - (vi) coordination of chemical supply with chemical vendors;
 - (vii) checks and responses to alarms during Business Hours;

- (viii) inspection of process control equipment to ensure proper operation of re- chlorination at the Rodney Elevated Tank;
- (ix) inspection of process control equipment to ensure proper operations at the facilities;
- (x) maintenance of daily on-site logs and records, including process control log sheets, laboratory data log sheets, bypass reports and routine checklists as required by Applicable Laws;
- (xi) consolidation and processing of OCWA's internal operational data forms for statistical input into a reporting system for the Quarterly report;
- (xii) recording and analysis of flows, chemicals used, residuals and other process readings as required;
- (xiii) calculation, recording and analysis of the amount of wastewater treated daily flows/monthly flows;
- (xiv) utilize Client's SCADA system (if applicable) for trending review and reporting, gap analysis, testing, and compliance;
- (xv) before October 31st (as per agreement 4.6(b), prepare a report outlining the foreseeable Major Maintenance Expenditures and Capital Projects required for the Facilities, complete with cost estimates for the Client's budgeting purposes;
- (xvi) maintenance of vehicle(s) used in providing the services, including fuel and any other operating costs associated with such vehicle(s);
- (xvii) semi-annual flushing, opening, exercising and winterizing of water hydrants including exercising secondary valves and provide reports and recommendations;
- (xviii) annually exercise main distribution shut-off valves and provide reports and recommendations;
- (xix) annual chamber inspections and monitoring, and provide reports to the client with condition assessment and recommendation;
- (xx) weekly inspection of the auto-flushers within the West Elgin distribution system;
- (xxi) removal of grit and screening;
- (xxii) manhole inspections weekly at Third St. and Stinson St
- (xxiii) perform annual manhole inspection/ condition and report annually with recommendations for repairs
- (xxiv) from April until November, flush dead end blow offs through out distribution system.
- (b) perform Routine Maintenance on the equipment used in the operation of the Facilities as specified in the maintenance management system including mechanical, electrical, HVAC, instrumentation and communication;
- (c) utilize a maintenance management system which shall record information related to the maintenance of the Facilities.

8. Asset Management Support O.Reg 588/17

- (a) OCWA to manage Client assets according to budgetary goals, meet with Client staff and provide them with asset status, needs, risks, goals and progress.
- (b) Prepare capital budget and forecast.
- (c) Review financial reports to find ways to reduce costs.

- (d) Support Client to compile asset management reports for Council

Part 2 - Optional Services (To Be Provided at the Request of the Client)

OCWA may provide additional services to the Client including but not limited to the Optional Services set out below:

1. Operation Related Services

- (a) Inspect and repair watermains and sewer mains: the Municipality will perform the excavating and expose leak, provide traffic control and site restoration. OCWA will provide competent operator to perform the repair. Proper tools for the repair will also be provided by OCWA
- (b) operation manual updates;
- (c) water meter installation/replacement/reading;
- (d) water service disconnect and reconnect;
- (e) new water service installation or connection inspection;
- (f) well cameraing/well level monitoring;
- (g) clearwell cleaning;
- (h) back flow prevention measures;
- (i) Water system locates as set out by applicable legislation and Ontario One Call;
- (j) new water service installation or connection inspection;
- (k) biosolids removal from lagoon;
- (l) lagoon depth monitoring;
- (m) odour control system;
- (n) maintenance and repair of sewage collection system, including but not limited to, smoke/dye testing, manhole inspections, rodding, CCTV inspections, and tree root removal/treatments;
- (o) sewer system locates as set out by applicable legislation and Ontario One Call;
- (p) new sewer service installation or connection inspection;
- (q) contract repair for sewer line breaks including road restoration;
- (r) inspection of repaired sewer services;
- (s) inspect and flush sanitary collection system, including sewers, manholes and clean outs;
- (t) high pressure sewer flushing;
- (u) acoustic pipe inspection;
- (v) infiltration surveys, sewer cameraing;
- (w) adjust and leveling manholes;

2. Capital Projects Plans

- (a) prepare a detailed Capital Projects Plan for the facility(ies).

3. Watermain Services

- (a) contract repair for watermain breaks including road restoration;
- (b) inspection of repaired water pipes;
- (c) thawing water pipes;

- (d) new watermain conditioning;
- (e) watermain swabbing;
- (f) intake inspection;
- (g) leak detection;

4. Engineering Services

- (a) engineering services;
- (b) energy audits;
- (c) water tower painting and repair;
- (d) provide assistance and/or complete applicable funding applications;
- (e) initial condition inspection;
- (f) financial plans for water infrastructure.

5. Hydrant Services

- (a) hydrant flow testing;
- (b) hydrant repairs;
- (c) painting hydrants.

6. Information Technology Services

- (a) SCADA development and maintenance.

SCHEDULE D - The Annual Price And Other Charges

1. Annual Price for the Initial Term

In accordance with Section 4.2 and subject to any adjustments made pursuant to other provisions of this Agreement, the Client shall pay OCWA a price for the Services for each Year of the Initial Term in the following amounts (the “Annual Price”):

(i) For Year One from January 1, 2021 through to December 31, 2021 inclusive:
\$501,812.83

(ii)

Year	Rodney WWT	West Lorne WWT	West Elgin Dis	West Elgin WWC	Total
2021	\$160,728	\$179,476	\$147,635	\$13,974	\$501,812.83
2022	\$163,139	\$182,168	\$149,850	\$14,183	\$509,340.02
2023	\$165,586	\$184,901	\$152,097	\$14,396	\$516,980.12
2024	\$168,070	\$187,674	\$154,379	\$14,612	\$524,734.82
2025	\$168,070	\$187,674	\$154,379	\$14,612	\$524,734.82
2026	\$170,591	\$190,489	\$156,695	\$14,831	\$532,606.03
2027	\$173,150	\$193,346	\$159,045	\$15,054	\$540,595.12
2028	\$175,747	\$196,247	\$161,431	\$15,279	\$548,704.04
2029	\$178,383	\$199,190	\$163,852	\$15,509	\$556,934.60
2030	\$178,383	\$199,190	\$163,852	\$15,509	\$556,934.00

2. Payment of the Annual Price

In Year One of the Initial Term, the monthly payment of the Annual Price shall be
\$41,817.73.

3. Optional Services

Unless otherwise agreed to in writing, fees for Optional Services which OCWA agrees to provide to the Client shall be billed directly to the Client on a time and materials basis at the following rates:

- (a) Labour rates on Business Days, Monday to Friday, (0730 to 1600) shall be billed at \$90.00/hour/person for an operations manager and assistant operations manager, and \$65.00/hour/person for an operator or mechanic, plus vehicle expenses at \$0.50/km/vehicle;
- (b) Labour rates on statutory holidays shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an

operator or mechanic, with a minimum eight (8) hour charge, plus vehicle expenses at \$0.50/km/vehicle;

- (c) Labour rates at all other times (after hours and on weekends) shall be billed at \$132.50/hour/person for an operations manager and assistant operations manager, and \$87.50/hour/person for an operator or mechanic, with a minimum four (4) hour charge, plus vehicle expenses at \$0.50/km/vehicle;
- (d) Costs for parts, equipment and supplies, and outside labour charges (i.e., contractors), used by OCWA staff to provide the Optional Services shall be billed to the Client, and the Client will pay such costs together with a Service Fee.

4. Service Fee

“**Service Fee**” means an additional fee charged to the Client when OCWA purchases materials, supplies, equipment or contractor’s services on behalf of the Client. For any individual item or service purchased, the Service Fee shall be calculated as follows:

- (a) 15% on the first \$10,000; plus
- (b) 10% on the amount from \$10,000 - \$50,000; plus
- (c) 5% on the amount in excess of \$50,000.

For example, the Service associated with Major Maintenance which required \$56,000 in supplies and materials would be \$5,800 ($15\% \times \$10,000 + 10\% \times \$40,000 + 5\% \times \$6,000$).

5. Adjustments for Chemical Costs

The estimated cost for Chemicals next year:

- West Elgin DWS - Hypo - \$200
- West Lorne WWTP - Alum- \$8,500
- Rodney WWTP – Alum - \$6,500

SCHEDULE E - Insurance

A summary of the insurance coverage that OCWA will arrange in respect of the facilities is described below:

Automobile Insurance

Coverage: Automobile Liability for OCWA owned or leased vehicles.

Limit: \$5,000,000 per occurrence

Commercial General Liability Insurance

Coverage: Third party liability including legal fees, for property damage and/or bodily injury as caused by OCWA's negligence arising out of OCWA's operations of the Facilities.

Limit: \$5,000,000 per Occurrence.

Deductible: \$50,000 for the year 2020; subject to change on an annual basis.

Contractor's Pollution Liability/Professional Liability Insurance

Coverage: Professional Liability: To pay on behalf of OCWA sums which OCWA shall become legally obligated to pay as damages and/or claims expense as a result of claims made first against OCWA, and reported to the insurer, in writing during the policy period, automatic extended reporting period (90 days), and by reason of any act, error or omission in professional services rendered or that should have been rendered by OCWA, or by any person for whose acts errors or omissions OCWA is legally responsible, and arising out of the conduct of OCWA's profession.

Pollution legal liability covering third party property damage and bodily injury and clean up costs for pollution conditions arising out of the performance of the services provided by OCWA.

Limit: \$10,000,000 per loss on a Claims Made basis with automatic, extended reporting periods for Pollution Liability. \$10,000,000 aggregate.

Limit: \$5,000,000 per loss on a Claim Made basis for Professional Liability Insurance

Deductible: \$50,000 for the year 2020; subject to change on an annual basis.

SCHEDULE F - List of Pre-Existing Conditions

As per Paragraph 3.1(e) of this Agreement, the following Pre-existing Conditions have been identified:

- At this time OCWA is not aware of any pre-existing conditions

SCHEDULE G- Change Order
Form



Change Order Form

Change Being Requested			
Name of Change:			
Ontario Clean Water Agency (OCWA)	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Client	Per: _____ Name: _____ Title: _____	Date (YYYY/MM/DD):	
Adjustment			
Check Appropriate Type of Change			
Apply (Y/N)	Type of Change:		
	Adjustment to Annual Price		
	Change to Service		
	Impact		

Adjustment to Annual Price
Description – Attach Additional Documentation if Required

Change in Services
Description – Attach Additional Documentation if Required

Cost Breakdown for Change in Services			
Item	Quantity	One-time Cost	Annual Cost
	Total Cost:		

SCHEDULE H - Expenditure Request and Approval to Proceed

Hub Name
 Hub Address
 City, ON Code
 Phone: XXX-XXX-XXXX Fax: XXX-XXX-XXXX

PART 1

Facility Name:			
Project Name:			
Project Number:		Estimated Project Start Date:	
Total Estimated Cost of the Project:	\$	Detailed Quote Attached:	<input type="checkbox"/> Yes <input type="checkbox"/> No

It is recognized that this is a budget estimate and the final price may vary. OCWA will provide additional justification where the final invoice price varies from the estimate by more than 10%

Type of Project:

- ☐ Maintenance Project
 ☐ Out of Scope Work
 ☐ Contingency
 ☐ Emergency
☐ Health & Safety

Description of Project or Expenditure:**Submission Prepared By:**

 Name (Print) Signature Date

Authorized Representative for the Municipality

PART 2**Approval to Proceed:**

☐ Approved
 ☐ Declined
 ☐ Deferred
 Reason if Declined or Deferred

The Ontario Clean Water Agency is authorized to proceed with the project/expenditure according to the description and cost estimate provided above. This may include but not limited to the hiring of sub-contractors, consulting firms, etc. as required. The Municipality agrees to pay OCWA the costs associated with this work upon its completion based on the terms of the Municipality's agreement with OCWA.

Approved By:

 Name (Print) Signature Date

Authorized Representative for the Municipality

PART 3

OCWA Internal Use Only:			
Client PO / Project #:		Date:	
Project Start Date:		Project Completion Date:	
OCWA Invoice #		Date:	
OCWA Account Code:		OCWA Work Order #	



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-92

A By-law to adopt and maintain a policy with respect to Privacy Breaches

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

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

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

1. That the Policy regarding Privacy Breaches, 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 17th day of December, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Municipality of West Elgin

Schedule “A” to By-Law #2020-92

Policy AD-8.1 Privacy Breach Policy

Effective Date: December 17, 2020

Review Date:

1. Policy Statement

The Municipality of West Elgin is committed to protecting the personal information in the custody or control of the municipality and comply with the privacy protection requirements as mandated by the *Municipal Freedom of Information and Protection of Privacy Act*.

2. Background

The *Municipal Freedom of Information and Protection of Privacy Act* provides the right of access to information under the control of institutions in accordance with the principles and to protect the privacy of individuals with respect to personal information about themselves held by institutions and to provide individuals with a right of access to information.

Sections 31 & 32 of *Municipal Freedom of Information and Protection of Privacy Act* outlines when an institution can use and/or disclose personal information in its custody or under its control. When the use or disclosure of personal information or records containing personal information violates Sections 31 or 32 of the *Municipal Freedom of Information and Protection of Privacy Act* or any other applicable legislation, a privacy breach occurs. Privacy breaches can also occur when personal information of residents or employees is stolen, lost or mistakenly disclosed (example: personal information is mistakenly mailed/emailed to the wrong person).

3. Purpose

The purpose of this policy is to ensure that all Municipality of West Elgin employees and Members of Council, comply with the privacy protection requirements as mandated by the *Municipal Freedom of Information and Protection of Privacy Act*.

This policy confirms the Municipality’s obligation to protect personal information in its custody and control. Privacy breaches undermine public trust in the Municipality and may result in significant harm to the Municipality and to those whose personal information is collected, used or disclosed inappropriately.

This policy outlines the steps that shall be followed when an alleged Privacy Breach is reported, to ensure that quick containment is accomplished, and an investigation initiated to mitigate the potential for further dissemination of personal information.

4. Scope and Responsibility

This policy applies to all employees, volunteers, agents, contractors and Members of Council for the Municipality of West Elgin.

The Chief Administrative Officer (CAO) and Clerk are responsible for the overall implementation and enforcement of this policy, as directed by the *Municipal Freedom of Information and Protection of Privacy Act*.

5. Definitions

“Act” means the Municipal Freedom of Information and Protection to Privacy Act, R.S.O. 1990, Chapter M. 56.

“Employee” means any paid employee, including, but not limited to, full-time, part-time, paid apprenticeships, and seasonal employees.

“Municipality” means the Corporation of the Municipality of West Elgin.

“Personal Information” means recorded information about an identifiable individual, including,

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation or marital or family status of the individual;
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;
- c) Any identifying number, symbol or other particular assigned to the individual;
- d) The address, telephone number, fingerprints or blood type of the individual;
- e) The personal opinions or views of the individual except if they relate to another individual;
- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- g) The views or opinions of another individual about the individual; and
- h) The individual's name if it appears with other personal information relating to

the individual or where the disclosure of the name would reveal other personal information about the individual.

“Privacy Breach” means the use or disclosure of Personal information or records containing personal information in violation of Section 31 or 32 of the Act.

“Record” means any record of information however recorded, whether in printed form, on film, by electronic means or otherwise, and includes:

- a) Correspondence, a memorandum, a book, a plan, a map, a drawing, a diagram, a pictorial or graphic work, a photograph, a film, a microfilm, a sound recording, a videotape, a machine readable record, any other documentary material, regardless of physical form or characteristics, and copy thereof; and
- b) Subject to regulations, any record that is capable of being produced from a machine readable record under the control of an institution by means of a computer hardware and software of any other information storage equipment and technical expertise normally used by the institution.

6. General Procedure

Privacy Breach is an activity that resulted in the event of an inappropriate use of Personal Information (PI) or disclosed the Personal Information to the wrong recipient. A privacy breach may result in legal action taken against the municipality, employee or third-party consultant/contractor. Examples can include the loss or theft of a laptop, mailing sensitive information to the wrong address or disclosing personal information over the phone without appropriate consent of the individual. The Municipality's highest priority is to respond to a privacy breach with immediate possible preventative measures to avoid future privacy breaches.

The following examples would demonstrate the privacy breach:

- An institution or employee intentionally or unintentionally discloses records containing personal information
- A municipal facility is broken into and personal information is stolen (laptop)
- A system is broken into by an unauthorized user (hacker)
- Personal information may be lost (a file misplaced within an institution)
- Stolen equipment (laptop, corporate cell phone)
- Inadvertently disclosed through human error such as a placed personal information in blue box, not shredded
- A letter addressed to person A is actually mailed to person B

6.1. Step 1: Confirm

The purpose of the confirmation is to begin to assign responsibilities so that the rest of the breach may be followed in a timely and complete manner.

If a complaint has been received or if an employee suspects a privacy breach has occurred the CAO & Clerk will investigate the validity of the complaint or suspicion. The “Risk Assessment Chart” attached hereto as Appendix A, will be used to assist in determining if a privacy breach occurred. If a privacy breach is confirmed the CAO & Clerk will evaluate the severity of the breach and proceed accordingly.

Upon realizing the fact that a privacy breach has occurred, the following steps should be taken:

1. Document the particulars of the incident
2. Determine if personal information was disclosed
3. Report breach to CAO and Clerk

6.2. Step 2: Contain

The CAO & Clerk shall in cooperation with other staff, undertake the following actions to contain the privacy breach:

1. Retrieve and secure any records associated with the alleged breach. If recipient of personal information states they have destroyed the information, written confirmation is required.
2. Determine in the breach would allow unauthorized access to any other personal information (example: electronic information system)
3. Isolate and suspend the process that caused the privacy breach. This may include:
 - a. Changing passwords/codes
 - b. Shutting down computer applications affected
 - c. Suspending mailings
 - d. Replacing locks on doors, filing cabinets etc.
4. Secure any evidence or documentation relating to the specific circumstances of the breach.
5. Document the breach and all containment activities.
6. Meet with staff to provide instructions and update them on what is happening.
7. In case of theft of equipment or break in or any criminal activity:
 - a. Contact the Police and file a report
 - b. Communicate the issue to staff and Council
 - c. Contact Municipal Legal Support

6.3. Step 3: Investigate

The CAO & Clerk shall conduct an internal investigation as to what caused the privacy breach, once the breach has been contained. Including all policies and procedures and/or staff actions that caused the breach. This is done to develop mitigation procedures for future breaches. Breaches that are reported to the Information Privacy Commission will require detailed submissions including all information above.

The investigation shall:

1. Identify and analyze the events that lead to the breach, including interviewing staff and collection of statements
2. Evaluate containment measures
3. Recommend remedial action so future breaches do not occur, review staff training and responsibilities involved in the breach.

6.4. Step 4: Notify

The Clerk shall notify, as required, the individuals whose personal information was compromised, through a letter substantially in the form of attached Appendix B. The purpose of providing notice of privacy breach to the individuals whose personal information was involved in the incident is to provide them with information about what happened, the nature of the potential or actual risks, what mitigating actions are being taken and the appropriate action for the individual to take to protect themselves. Along with the required information about an individual's right to complain to the Information and Privacy Commission about the handling of their private information and the contact information for the IPC.

The CAO & Clerk shall determine if other authorities or organizations, such as law enforcement, privacy commissioner's office and/or professional/regulatory bodies should be informed of the breach.

In the event that the Information and Privacy Commission needs to be notified, all mitigation strategies will need to be detailed in the official submission, along with all notification provided to affected parties. The Clerk, as head of Freedom of Information and Protection of Privacy, will be the point person for the Information and Privacy Commission (IPC).

6.5. Step 5: Mitigate

Upon completion of the investigation and documentation the CAO & Clerk shall:

1. Review the relevant information management systems to enhance compliance with privacy legislation
2. Amend or reinforce the existing policies, procedures and practices for managing and safeguarding personal information

3. Develop and implement new security or privacy measures, if required
4. Review policies and staff training

A report shall be prepared by the CAO & Clerk outlining the results of the investigation, including any recommendations to mitigate future breaches. Any recommendations from the report will be reviewed and where appropriate implemented. Consistent with best practices a copy of the report shall be made available to all parties who were affected by the breach and if necessary, submitted to the IPC.

A report to Council shall be done if the breach included:

1. More than five (5) individuals are affected by a confirmed breach; or
2. In the Opinion of the CAO & Clerk it is determined that it is in public interest to provide such a report.

7. Forms

1. Appendix A – Privacy Breach Risk Assessment Chart
2. Appendix B – Privacy Breach Letter Template
3. Appendix C – Reporting a Privacy Breach Note(s)

Appendix A

Municipality of West Elgin Privacy Breach Risk Assessment Chart

The “Risk Assessment Chart” can be used to assist in determining if a privacy breach occurred. If you answer “No” to all risk factors, there is a low probability that personal information has been compromised and it’s not likely a reportable breach. Regardless, the CAO & Clerk will make the determination.

Risk Assessment		Yes or No
1.	Risk of identity theft Is there a risk of identity theft or other fraud? Identity theft is a concern if the breach includes unencrypted information such as names in conjunction with social insurance numbers, credit card numbers, driver’s licence numbers, personal health numbers, debit card numbers with password information or any other information that can be used for fraud by third parties (e.g. financial information)	
2.	Risk of physical harm Does the loss of information place any individual at risk of physical harm, stalking or harassment?	
3.	Risk of hurt, humiliation, damage to reputation Could the loss of information lead to hurt, humiliation or damage to an individual’s reputation? This type of harm can occur with the loss of information such as medical or disciplinary records.	
4.	Risk of loss of business or employment opportunities Could the loss of information result in damage to the reputation to an individual, affecting business or employment opportunities?	

Appendix B

DATE

NAME

Dear XXXX,

NOTIFICATION OF PRIVACY BREACH

I am writing to inform you that a breach of privacy occurred at the Municipality of West Elgin office which involved your personal information. A privacy breach may be defined as an incident involving unauthorized disclosure of personal information in the custody or control of an institution covered by Ontario's *Municipal Freedom of Information and Protection of Privacy Act*.

Information about the Breach

The Municipality of West Elgin was able to retrieve all of the records, including yours, from [Company Name] shortly after we were made aware of the privacy breach. The owner of [Company Name] has assured us in writing that no copies of these records have been retained. In addition the Municipality has taken _____ action to change our procedures at (office) to ensure this type of privacy breach will not happen again and we are initiating privacy awareness training for our (office) supervisors.

The Municipality of West Elgin has (or has not) contacted the Ontario Information and Privacy Commission about this incident. You have the right to make a complaint to the Information and Privacy Commission and if you choose to do so, you may contact them at 2 Bloor Street East, Suite 1400, Toronto, On M4W 1A8.

Jana Nethercott,
Clerk
Municipality of West Elgin

Appendix C

Reporting a Privacy Breach Notes

Date: _____

Staff Name: _____

Person Reporting Breach

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Reported Breach:

Measures taken to retrieve information:

Date/time Reported to CAO & Clerk: _____



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-93

Being a By-Law to Amend By-Law 2020-87 to Provide for Various Fees and Charges for the Municipality of West Elgin for 2021

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

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

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

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

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

Whereas it is deemed expedient to amend By-Law 2020-87, being a by-law to provide for the fees and charges for the Municipality of West Elgin, passed on November 26, 2020;

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

1. That Schedule "A"- Fire Department Fees is hereby repealed and replaced with the attached new Schedule "A"- Fire Department Fees.
7. That this by-law shall come into force and effect on January 1, 2021.

Read a first, second, and third time and finally passed this 17th day of December, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Fire Department Fees

Item	2021 Fee	Tax
Emergency Services on Provincial Highways - per hour, per road	MTO Posted rate	Exempt
Emergency Services on Roads in Municipality (Non-residents)	MTO Posted rate	Exempt
Emergency services on private property by outside agencies	based on actual costs	Exempt
Inspection Services - per inspection	\$ 125.00	Exempt



MUNICIPALITY OF **West Elgin**

The Corporation of The Municipality of West Elgin

By-Law 2020-94

A By-Law to Set Rates of Remuneration for Municipal Employees for the Calendar year of 2021.

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

Whereas Section 283(1) of the *Municipal Act* provides that a municipality may pay expenses of the officers and employees of the municipality; and

Whereas it is deemed desirable and expedient to set the remuneration and expenses for all persons employed by the Corporation of the Municipality of West Elgin;

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

1. Remuneration for full time positions for the year 2021 will be as per Schedule "A".
2. Remuneration for part time positions for the year 2021 will be as per Schedule "B".
3. Remuneration for seasonal positions for the year 2021 will be as per Schedule "C".
4. Employee benefits in addition to remuneration shall be paid as set forth in the human resources policies as amended from time to time.
5. Remuneration of any other person engaged by Council for specific purposes shall be fixed by resolution of Council.
6. An employee shall be paid 49.5 cents per kilometre for each kilometre he/she has traveled in their personal vehicle for work purposes. If employees travel together then mileage is paid only to the driver.
7. By-Law 2020-29 and all amendments are hereby repealed.

8. This By-law shall come into force and effect on January 1, 2021.

Read a first, second and third and finally passed this 17th day of December, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

Schedule A - By-law 2021-94

	2021		Increase 0.7%		
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
FULL-TIME:					
CAO/Treasurer	\$ 94,260.84	\$ 100,152.14	\$ 106,043.43	\$ 111,934.74	\$ 117,826.04
Manager, Operations & Community Services	\$ 84,834.76	\$ 90,136.93	\$ 95,439.04	\$ 100,741.27	\$ 106,043.43
Planner	\$ 63,891.62	\$ 67,884.85	\$ 71,878.07	\$ 75,871.30	\$ 79,864.52
Municipal Clerk	\$ 60,294.37	\$ 64,062.76	\$ 67,831.16	\$ 71,599.56	\$ 75,367.96
Accounting Clerk/Tax Collector	\$ 55,894.38	\$ 59,387.78	\$ 62,881.18	\$ 66,374.58	\$ 69,382.30
Accounting Clerk	\$ 45,855.15	\$ 48,714.23	\$ 51,591.63	\$ 54,450.71	\$ 57,309.78
Water/Payroll Clerk	\$ 42,336.29	\$ 44,975.44	\$ 47,632.91	\$ 50,272.06	\$ 52,911.20
Operations & Community Services Coordinator	\$ 42,336.29	\$ 44,975.44	\$ 47,632.91	\$ 50,272.06	\$ 52,911.20
Supervisor, Public Works	\$ 27.89	\$ 29.63	\$ 31.37	\$ 33.12	\$ 34.62
Supervisor, Parks & Recreation	\$ 27.89	\$ 29.63	\$ 31.37	\$ 33.12	\$ 34.62
Supervisor, Utilities	\$ 27.89	\$ 29.63	\$ 31.37	\$ 33.12	\$ 34.62
Facility Operator	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43
Public Works Department Operator	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43
Utilities Operator	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43
Service Ontario Clerk	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43
Administrative/Records Management Assistant	\$ 18.37	\$ 19.51	\$ 20.66	\$ 21.81	\$ 22.96

Schedule B - By-law 2021-94

	2021		Increase 0.7%				
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>		
PART-TIME							
Part-Time Drainage Supt	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43		
Service Ontario Clerk	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43		
By-law Officer	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43		
Bus driver	\$ 18.37	\$ 19.51	\$ 20.66	\$ 21.81	\$ 22.96		
Landfill Attendant	\$ 18.37	\$ 19.51	\$ 20.66	\$ 21.81	\$ 22.96		
Meter Reader	\$ 18.37	\$ 19.51	\$ 20.66	\$ 21.81	\$ 22.96		

Schedule C - By-law 2021-94

	2021		Increase 0.7%		
	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
SEASONAL					
Supervisor - Life Guard	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00
Life Guard	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00
Seasonal Operator - Roads/Parks & Rec/Water	\$ 14.00	\$ 14.50	\$ 15.00	\$ 15.50	\$ 16.00
Seasonal Operator - Winter Control	\$ 21.15	\$ 22.47	\$ 23.79	\$ 25.11	\$ 26.43
Winter Patrol - weekend rate					\$ 100.00
Port Glasgow Trailer Park Manager					\$ 30,723.57
Port Glasgow Trailer Park Assistant					\$ 15,361.79



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2020-95

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 26591 Downie Line.

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

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

1. That Schedule "A" Map 43 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **Agricultural (A2) Zone and Restricted Agricultural (A3)** for those lands outlined in heavy solid lines and described as A2 and A3 on Schedule "A" attached hereto and forming part of this By-law, being Concession 7, Part of Lot 24, 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 17th day of December 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



DOWNIE LINE

Lands
to be
Zoned A3

Lands
to be
Zoned A2

DUNBOROUGH RD


This is Schedule "A" to By-law No. 2020-95
passed on the 17th day of December, 2020

MAYOR

CLERK

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



0 80 160

Meters





MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2020-97

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on December 17, 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 December 17, 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 17th day of December, 2020.

Duncan McPhail
Mayor

Jana Nethercott
Clerk