



Municipality of West Elgin

Agenda

Council Meeting

Date: March 11 2021, 9:00 a.m.

Location: Electronic Participation Meeting via Zoom

Due to Orders under *Reopening Ontario Act, 2020* this meeting will be held electronically. If you wish to view this meeting please contact the Clerk's Department also 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. 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, f & i) of the *Municipal Act, 2001* consideration will be given to personal matters about identifiable individual(s), including municipal or local board employee(s), advice that is subject to solicitor-client privilege, including communications necessary for that purpose and a trade secret or technical information supplied in confidence to the municipality, which if disclosed could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons or organization.

4. Report from Closed Session

5. Disclosure of Pecuniary Interest

6.	Delegations - Not to be heard before 11:00 a.m.	
6.1.	N. Pasato, Manager of Planning, Elgin County	12
7.	Adoption of Minutes	19
	Recommendation: That the Minutes of the Council meeting on February 25, 2021 be adopted as circulated and printed.	
8.	Business Arising from Minutes	
9.	Staff Reports	
9.1.	Water	
9.1.1.	S. Smith, OCWA - Annual Reports for West Elgin Distribution System	32
	Recommendation: That West Elgin Council hereby receives the report from Sam Smith, OCWA re: 2020 Schedule 22 Summary Report for the West Elgin Distribution System; and That West Elgin Council hereby receives the 2020 Annual Report for the West Elgin Distribution System as required under Section 11 of O'Reg 170/03	
9.1.2.	West Elgin Distribution System - 2020 Fourth Quarter Report	42
	Recommendation: That West Elgin Council hereby receives the report from Sam Smith, OCWA re: West Elgin Distribution System 2020 Fourth Quarter Report for information purposes.	
9.2.	Wastewater	
9.2.1.	S. Smith, OCWA - West Lorne Wastewater Treatment Plant 2020 Fourth Quarter Report	54
	Recommendation: That West Elgin Council hereby receives the report from Sam Smith, OCWA re: West Lorne Wastewater Treatment Plant 2020 Fourth Quarter Operations for information purposes.	

9.2.2.	S. Smith, OCWA - Rodney Wastewater Treatment Plant Fourth Quarter Operations Report	71
	Recommendation: That West Elgin Council hereby receives the report from Sam Smith, OCWA re: Rodney Wastewater Treatment Plant 2020 Fourth Quarter Operations for information purposes.	
9.3.	Building	
9.3.1.	J. Morgan-Beunen, CBO - Building Activity Report February 2021	87
	Recommendation: That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, CBO re: Building Permit Report for February 2021 for information purposes.	
9.4.	Fire	
9.4.1.	Jeff McArthur, Fire Chief - Monthly Report – February 2021	96
	Recommendation: That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: February Monthly Fire Report for information purposes.	
9.4.2.	Jeff McArthur, Fire Chief - Incident Summary for 2020	98
	Recommendation: That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief for information purposes.	
9.5.	Municipal Drains	

9.5.1. T. Mohan, Drainage Superintendent - Award Tender – Arvai Drain 100

Recommendation:

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

Award Arvai Drain Tender; and

That West Elgin Council hereby awards the tender to the lowest bidder McNally Excavating Ltd. in the amount of \$34,200.00 plus applicable taxes.

9.6. Operations & Community Services

9.6.1. Lee Gosnell, Manager of Operations & Community Services - 2021 Dust Suppressant 103

Recommendation:

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

That West Elgin Council hereby accepts the quote submitted by Eastern Oilfield Services Ltd. at a cost of \$79,875.00 plus applicable taxes for supply & application of dust suppressant included in the 2021 municipal budget.

9.6.2. Lee Gosnell, Manager of Operations & Community Services - February 2021 – Monthly Report 106

Recommendation:

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

9.6.3. Lee Gosnell, Manager of Operations & Community Services - Spring Weight Restrictions 109

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services re: Spring Weight Restrictions on Municipal roads; and

That West Elgin Council adopt a by-law to establish a reduced load restriction period on municipal roads in accordance with Section 122 of the Highway Traffic Act, as presented in the by-law portion of the agenda.

9.7. Planning

9.7.1. H. James & B. Pearce, Planners - Proposed Servicing Options for Development

113

Recommendation:

That West Elgin Council hereby receives the report from Heather James and Bryan Pearce regarding the proposed servicing options for development; and,

That West Elgin Council hereby directs staff to circulate this report to developer/consultant contacts for further understanding of the servicing hierarchy.

9.7.2. H. James & B. Pearce, Planners - Severance Report 22003 Queens Line

118

Recommendation:

That West Elgin Council hereby receives the report from Heather James and Bryan Pearce regarding the severance application, File E 12/21 and E 13/21, 22003 Queens Line; and,

That West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E 12/21, provided the following conditions are included:

- a. That prior to a decision being made by the Land Division Committee of the County of Elgin:
 - i. That the severed parcel be revised from 20 metres to 19.7 metres of lot frontage.
 - ii. That it is acknowledged that the retained parcel's area is approximately 2.76 hectares (6.5 acres), different from that contained in the Application and Notice.
- b. That the following conditions of approval be incorporated into the County's recommended decision on the application:
 - i. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
 - ii. That the applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.

- iii. That the Applicant's Solicitor provides an undertaking that a copy of the registered deed for the severed parcel once the transaction has occurred will be provided to the Municipality.
- iv. That the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the Planning Act, to the satisfaction and clearance of the Municipality.
- v. That the Applicant successfully apply to the Municipality to obtain relief to the Zoning By-law to recognize the proposed new lot area and lot frontage of the retained parcel and having such relief to the zoning by-law come into full force and effect pursuant to the *Planning Act*, to the satisfaction and clearance of the Municipality.
- vi. That the Voros Municipal Drain be improved pursuant to the *Drainage Act*, through realignment, to promote the orderly development of the severed parcel, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
- vii. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
- viii. That the Applicant apply for municipal water connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
- ix. That the Applicant apply for a municipal sewer connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.

That prior to the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied

- x. That the conditions of Application E 13/21 be fulfilled, in conjunction with Application E 12/21.
- xi. That all conditions noted above shall be fulfilled within one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*. And Further that West Elgin Council recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E 13/21, provided the

following:

- c. That prior to a decision being made by the Land Division Committee of the County of Elgin:
 - i. That the severed parcel be revised from 20 metres to 19.7 metres of lot frontage.
 - ii. That it is acknowledged that the retained parcel's area is approximately 2.64 hectares (6.2 acres), different from that contained in the Application and Notice.
- d. That the following conditions of approval be incorporated into the County's recommended decision on the application:
 - i. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
 - ii. That the applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
 - iii. That the Applicant's Solicitor provides an undertaking that a copy of the registered deed for the severed parcel once the transaction has occurred will be provided to the Municipality.
 - iv. That the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the Planning Act, to the satisfaction and clearance of the Municipality
 - v. That the Applicant successfully apply to the Municipality to obtain relief to the Zoning By-law to recognize the proposed new lot area and lot frontage of the retained parcel and having such relief to the zoning by-law come into full force and effect pursuant to the *Planning Act*, to the satisfaction and clearance of the Municipality.
 - vi. That the Voros Municipal Drain be improved pursuant to the *Drainage Act*, through realignment, to promote the orderly development of the severed parcel, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
 - vii. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
 - viii. That the Applicant apply for municipal water connection, at the Applicant's sole cost and

expense, to the satisfaction and clearance of the Municipality.

- ix. That the Applicant apply for a municipal sewer connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.

That prior to the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied

- x. That the conditions of Application E12/21 be fulfilled, in conjunction with Application E13/21.
- xi. That all conditions noted above shall be fulfilled within one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

9.8. Clerk's

9.8.1. J. Nethercott, Clerk - Tourism Exemption to Retail Business Holidays Act – Rodney Market

130

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Tourism Exemption to the *Retail Business Holidays Act* from Rodney Market; and

That West Elgin Council hereby schedules a Public Meeting at 9:30 a.m. on March 25, 2021 in respect of a proposed by-law to exempt the Rodney Market from the Statutory Holiday Closures pursuant to the *Retail Business Holidays Act, R.S.O. 1990*.

9.9. Finance/Administration

9.9.1. M. Badura, CAO/Treasurer - 2020 Council Remuneration

134

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2020 Council Remuneration and Expenses report for information only.

9.9.2.	M. Badura, CAO/Treasurer - 2020 Committee Remuneration	135
	Recommendation: That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2020 Committee Member Remuneration, for information purposes.	
10.	Committee and Board Report	
10.1.	West Elgin Community Centre Board of Management	137
10.2.	Housing Stability Coalition - Feb 23, 2021 Minutes	139
10.3.	Councillor Reports from Committees	
11.	Accounts	
	Recommendation: That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #3 amounting to \$294,295.63 in settlement of General, Road, Water and Arena Accounts including EFT#3654-3724, online Payments# 631-640, cheque# 25654-25669 and Payroll PP04.	
12.	Correspondence	
12.1.	Province of Ontario - Consultation on Municipal Codes of Conduct	142
12.2.	Elgin County - 2021 Budget	144
12.3.	City of Sarnia - Colour Code Capacity Limits	153
12.4.	Township of Brock - Cannabis Enforcement	155
12.5.	Township of Adjala-Tosorontio - Tile Drain Installation Resolution	157
12.6.	Ontario Fire Marshall - Fire College Update	161
12.7.	Juce Connect - Request for Support	168
12.8.	West Lorne Optimist - Request to Redirect Community Grant	169
13.	By-Laws	

13.1. By-Law 2021-16 ICIP Funding Agreement Rodney Sewage 170

Recommendation:

That By-law 2021-16 being a by-law to authorize the execution of an agreement between Her Majesty the Queen in Right of Ontario and The Corporation of the Municipality of West Elgin for the Investing in Canada Infrastructure Program, Green Stream, be read a first, second and third and final time.

13.2. By-Law 2021-17 - Safe Restart Phase 2 Transit Funding Agreement 227

Recommendation:

That By-law 2020-17 being a by-law to authorize the execution of the Transfer Payment Agreement for the Safe Restart Agreement Phase 2 Municipal Transit Funding between Her Majesty the Queen Right in Ontario represented by the Minister of Transportation and the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

13.3. By-Law 2021-18 - Reduced Load Restriction 264

Recommendation:

That By-law 2021-18 being, a by-law to establish a reduced load restriction period on Municipal roads, be read a first, second and third and final time.

13.4. By-Law 2021-19 - Appoint CEMC and Alternates 265

Recommendation:

That By-law 2021-19 being a by-law to appoint Community Emergency Management Coordinators (CEMC) for the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

14. Confirming By-Law 266

Recommendation:

That By-law 2021-20 being a by-law to confirm the proceedings of the Regular Meeting of Council held on March 11, 2021, be read a first, second and third and final time.

15. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____
to meet again at 9:30 a.m. on March 25, 2021 or at the call of the Chair.

Official Plan Review

County of Elgin



Elgin County is:

- Comprised of 7 local partner municipalities:
 - Municipality of Bayham
 - Township of Malahide
 - Town of Aylmer
 - Municipality of Central Elgin
 - Township of Southwold
 - Municipality of Dutton Dunwich
 - Municipality of West Elgin
- Has a population of 50,069 (2016 Census)
- Predominately agricultural, but also includes: rural and urban settlements, 85 km of Lake Erie shoreline, and significant natural heritage.

What is an Official Plan?

- ▶ It is a road map for development over the next 20-30 years
- ▶ It is a legal document that is legislated by the [Planning Act](#)
- ▶ All Regions, Counties, and Local Municipalities have an official plan
- ▶ [Elgin County's Official Plan](#) was approved by the Ministry of Municipal Affairs and Housing on October 9, 2013 and was consolidated in February 2015.

The County Official Plan impacts your communities

- ▶ It protects agriculture
- ▶ It promotes new housing, employment and retail in settlement areas
- ▶ It protects natural heritage
- ▶ It plans for County roads and infrastructure

We update the Official Plan every 5 years

- ▶ That way we can make sure it reflects the needs of our communities
- ▶ To ensure the Official Plan complies with any changes to the [Provincial Policy Statement](#).

Official Plan Review - Items for Consideration

- Provincial Policy Statement changes, 2020
- Other staff considerations:
 - Population and employment projections and land needs assessment for the County
 - Settlement Expansions - define “minor” better; land “swap” considerations for the local level
 - Partial servicing - still require full services, minor infilling and rounding out when partial services available; communal servicing next option; directs the County to work with its local municipalities to assess the long-term impacts
 - Indigenous consultation
 - Climate change and impacts
 - Secondary dwelling units
 - Elgin Natural Heritage Study
 - Sourcewater Protection
 - Condominium types and requirements
 - Severance policies review - consistent criteria for all municipalities; surplus farm dwelling - limitations?
- Other?

We are starting the review process, and we want to hear from you!

- ▶ Visit: www.elgin.ca/officialplanreview
- ▶ Email: opreview@elgin.ca
- ▶ Survey on webpage!
- ▶ Call: 519-631-1460
- ▶ Mail: OP Review, 450 Sunset Drive, St. Thomas, ON, N5R 5V1
- ▶ Deadline: April 15th



Municipality of West Elgin

Minutes

Council Meeting

February 25, 2021, 9:30 a.m.

Electronic Participation Meeting via Zoom

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

Staff Present: M. Badura, CAO/ Treasurer
J. Nethercott, Clerk
L. Gosnell, Manager of Operations & Community Services
H. James, Planner

Also Present: Hon. Jeff Yurek, Minister of Environment, Conservation and
Parks and MPP for Elgin-Middlesex-London to Council
Delany Leitch, Assistant to Minister Yurek

Due to the COVID-19 Pandemic and physical distancing requirements this meeting was held electronically.

1. Call to Order

Mayor Duncan McPhail called the meeting to order at 9:31 a.m.

2. Adoption of Agenda

Resolution No. 2021- 39

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest

Councillor Rowe disclosed pecuniary interest in items 7.2.5 and 7.2.6

4. Adoption of Minutes

Resolution No. 2021- 40

Moved: Councillor Rowe

Seconded: Councillor Tellier

That the Minutes of the Council meeting on February 11, 2021 and Committee of the Whole on February 18, 2021 be adopted as circulated and printed.

Carried

5. Business Arising from Minutes

None.

7. Staff Reports

7.1 Operations & Community Services

7.1.1 L. Gosnell, Manager of Operations & Community Services - 2021 Landfill Monitoring Agreement

Resolution No. 2021- 41

Moved: Deputy Mayor Leatham

Seconded: Councillor Rowe

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

That West Elgin Council approve the 2021 Landfill Monitoring Contract submitted by BluMetric Environmental.

Carried

7.2 Planning

7.2.1 Heather James, Planner - Request for Letter of Concurrence 158 Main Street

Council requested staff to inquire if Tekksavy would be willing to install higher or more towers to assist in better coverage across the municipality and that staff investigate the current agreement with

the company as West Elgin no longer receives internet from Tekksavy.

Resolution No. 2021- 42

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Heather James regarding a request from Tekksavy Solutions Inc. c/o FONTUR International for modifications to an existing telecommunications tower site located at 158 Main Street;

That West Elgin Council hereby agrees to the modifications to the existing telecommunications tower site located at 158 Main Street; and,

That West Elgin Council directs the CAO/Treasurer to sign the attached letter of concurrence.

Carried

**7.2.2 Heather James, Planner - Request for Letter of Concurrence
8650 Furnival Road**

Resolution No. 2021- 43

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Heather James regarding a request from Tekksavy Solutions Inc. c/o FONTUR International for modifications to an existing telecommunications tower site located at 8650 Furnival Road;

That West Elgin Council hereby agrees to the modifications to an existing telecommunications tower site located at 8650 Furnival Road; and,

That West Elgin Council directs the CAO/Treasurer to sign the attached letter of concurrence.

Carried

**7.2.3 Heather James, Planner - Request for Letter of Concurrence
22131 Clachan Road**

Resolution No. 2021- 44

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Heather James regarding a request from Xplornet Communications Inc. c/o Forbes Bros. Ltd. to permit a new telecommunications tower located at 22131 Clachan Road;

That West Elgin Council approves of the proposed telecommunications tower located at 22131 Clachan Road; and,

That West Elgin Council directs the CAO/Treasurer to sign the attached letter of concurrence.

Carried

12. Council Inquires/Announcements

12.2 Statements/Inquires by Councillors

Mayor McPhail stated he has received a request from North Frontenac Telephone Corporation for a letter of support for their application to the Universal Broadband Fund and he would like Council's approval to submit a letter.

Resolution No. 2021- 45

Moved: Deputy Mayor Leatham

Seconded: Councillor Tellier

That West Elgin Council support the request from North Frontenac Telephone Company and that the Mayor be authorized to sign the letter of support on behalf of Council.

Carried

6. Delegations - Not before 10 a.m.

**6.1 The Honourable Jeff Yurek, Minister of the Environment,
Conservation and Parks and MPP for Elgin-Middlesex-London**

Mayor McPhail welcomed Minister Yurek and his assistant Ms. Leitch. Mayor McPhail stated that West Elgin had submitted some issues they wished to discuss with Minister Yurek and would follow that list.

Mayor McPhail enquired if there is any assistance from the Provincial Government that could be acquired for mapping of the broadband servicing levels across the municipality and Elgin County as part of the Connectivity Committee. Minister Yurek stated he would see if he would work on securing mapping for Elgin County and that there are some future announcements coming regarding rural broadband.

Deputy Mayor Leatham inquired about Bill 229 and the representation on the Committee. Minister Yurek stated that Chair selected the members from Conservation Authorities and Affected sectors and locally there is a representative on the Agricultural Sector. This committee is meant to be small in order to move forward quickly to implement the changes.

Deputy Mayor Leatham inquired about the two year term of the Chair for Conservation Authorities and Minister Yurek stated that this is to provide succession planning and that conservation authorities have the right to apply to have this term expanded.

Mayor McPhail inquired if the task force would be dealing with the collective problem in Southwestern Ontario with the high water in the great lakes or would each conservation authority handle this issue individually. Minister Yurek stated that part of this task force would be providing input on the changes to the permitting process to assist with standardization across the province.

Mayor McPhail inquired about the expansion of Aldborough Public School and needed child care spaces in West Elgin. Minister Yurek stated working with the Trustees at the School Board is always the first place to start and then he would gladly champion this at the ministry level.

Councillor Rowe inquired about clarification on the update from Thames Valley School Board about collaboration opportunities and what the provincial take on school closures and alternate ways to fund rural schools. Minister Yurek stated that there is a moratorium on school closures due to the flawed process in regards to the balance between urban and rural schools and this will stay in place until the process has been figured out. Minister Lecce has been reviewing the funding envelopes across the province in hopes to closing the gaps between urban and rural schools. Councillor Tellier inquired if there was a way to

advocate on behalf of the rural schools and the opportunities offered to the students to level it out between urban and rural schools. Minister Yurek suggested that drafting a letter to the Trustees and to himself outlining the importance of the schools to the community so that the letter can be taken directly to Minister Lecce as well as to the school board.

Councillor Tellier reported on the Homeless Coalition in Western Elgin and thanked Ms. Leitch for also participating in this coalition. Councillor Tellier identified the issues facing rural areas and inquiring about any assistance or ideas that could assist with this initiative. Minister Yurek stated that coalitions like this is what makes communities great and any requests please forward them to his office and he would gladly take them to the ministries involved.

Mayor McPhail inquired about the need for affordable housing in West Elgin and if there was a project presented would Minister Yurek be willing to present this project. Minister Yurek said that he would be willing to assist in this if there are more funds available other than those in St Thomas Housing branch.

Minister Yurek stated that at this time the Province has nominated to the Federal Government the grant for the Old Town Hall in Rodney and at this point there are no updates. Minister Yurek also said there is a new fund through the Trillium Foundation that could be of assistance for the Port Glasgow Marina Breakwater and his office would provide the information once this stream has been released for application and he would champion this issue for West Elgin.

Council recessed at 11:02 a.m. and reconvened at 11:13 a.m.

7. Staff Reports

7.2 Planning

7.2.4 Heather James, Planner - New Official Plan Public Engagement and Communications Plan

Resolution No. 2021- 46

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Heather James, Planner re: New Official Plan Public Engagement and Communications Plan for information purposes.

Carried

7.2 Planning

7.2.5 Heather James, Planner - Declare Municipal Lands Surplus Plan 75 Lots 311, 312 and 313

Councillor Rowe left the meeting at 11:16 a.m.

Resolution No. 2021- 47

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from Heather James to declare the lands legally described as Plan 75 Lots 311, 312 and 313 as surplus to the needs of the municipality;

That West Elgin Council hereby declares the lands legally described as Plan 75 Lots 311, 312 and 313 as surplus to the needs of the municipality;

That West Elgin Council hereby authorizes the disposition of the lands without an appraisal as it is in the best interest of the municipality and agrees with the Clerk that notice of the intention to dispose of the lands is not required; and, lastly,

That West Elgin Council hereby authorizes the disposition of the lands through a land exchange.

Carried

**7.2.6 Heather James, Planner - Declare Municipal Lands Surplus
Plan 75 Lot 318**

Resolution No. 2021- 48

Moved: Councillor Tellier

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Heather James to declare the lands legally described as Plan 75 Lot 318 as surplus to the needs of the municipality;

That West Elgin Council hereby declares the lands legally described as Plan 75 Lot 318 as surplus to the needs of the municipality;

That West Elgin Council hereby authorizes the disposition of the lands without an appraisal as it is in the best interest of the municipality; and, lastly,

That West Elgin Council hereby offers the lands for sale through posting of a sign and through a call for proposals.

Carried

**7.2.7 Heather James, Planner - Update Report on Zoning By-law
Amendment 24801 Pioneer Line**

Councillor Rowe returned to the meeting at 11:19 a.m.

Staff explained that at this time they have done all they can to assist with the drainage concerns raised in the previous public participation meeting and that the applicant would like to move forward with the re-zoning. Staff provided information that the drainage issues on Catharine street are a separate issue from the mutual drain agreement that was raised and is being addressed by the Drainage Superintendent.

Resolution No. 2021-

Moved: Councillor Rowe

That West Elgin Council hereby receives the report from Heather James regarding an update report on the zoning by-law amendment for 24801 Pioneer Line; and,

That West Elgin Council hereby directs that the attached by-law be brought forward during the by-law portion of the agenda.

Motion failed to find a seconder

Councillor Rowe moved the amended recommendation and failed to find a seconder. More clarification was sought from staff.

Resolution No. 2021- 49

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Heather James regarding an update report on the zoning by-law amendment for 24801 Pioneer Line; and,

That West Elgin Council hereby directs that the attached by-law be brought forward during the by-law portion of the agenda.

Carried

7.3 Finance/Administration

7.3.1 Verbal Update on Municipal Operations

CAO/Treasurer Magda Badura provided a verbal update that staff will begin transitioning back to working in the office. Health and Safety will be weighing in on appointment only access to the Municipal Office and awaiting word from Service Ontario on the request to reopen Service Ontario by appointment only.

8. Committee and Board Report

8.1 Recreation Committee

8.1.1 Agenda - February 17, 2021

8.3 Youth Task Team - January 2021 Minutes

8.4 Heritage Homes Minutes - October 26, 2020

8.2 Councillor Reports from Committees

Deputy Mayor Leatham reported on a meeting with the Yacht Club that was held recently. There was a number of questions being asked of the Municipality regarding the flood control, which has moved forward in design and fish cleaning station.

9. Waiver of Fees Requests

Resolution No. 2021- 50

Moved: Councillor Tellier

Seconded: Councillor Rowe

Item 9.1 is here by approved.

Carried

10. Accounts

Resolution No. 2021- 51

Moved: Councillor Tellier

Seconded: Councillor Rowe

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #2A amounting to \$598,409.31 in settlement of General, Road, Water and Arena Accounts including EFT#3607-3653, online Payments# 621-630 and Payroll PP03.

Carried

11. Correspondence

11.1 Ministry of Agriculture, Food and Rural Affairs - Home-based Food Businesses

11.2 Elgin County - Cancellation of Green eRecycling Program

12. Council Inquires/Announcements

12.1 Notice of Motion

None.

12.3 Matters of Urgency

None.

13. By-Laws

Councillor Cammaert requested a recorded vote for Item 13.1

13.1 By-Law 2021-10 - Adopt 2021 Budget

Resolution No. 2021- 51

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2021-10, being a by-law to Adopt the 2021 Budget for the Municipality of West Elgin, be read a first, second and third and final time.

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

Against (1): Councillor Cammaert

Carried (4 to 1)

Council recessed due to technical difficulties at 12:16 p.m. and reconvened at 12:24 p.m.

13.2 By-Law 2021-11 - Adopt Education Reimbursement Policy

Resolution No. 2021- 52

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2021-11, being a by-law to adopt and maintain a policy with respect to Education Reimbursement, be read a first, second and third and final time.

Carried

13.3 By-Law 2021-12 - Tile Loan Rate By-Law

Resolution No. 2021- 53

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That By-law 2021-12 being a by-law imposing special annual drainage rate upon land in respect of which money is borrowed und the Tile Drainage Act, be read a first, second and third and final time.

Carried

13.4 By-Law 2021-14 - Gas Tax Agreement

Resolution No. 2021- 54

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That By-law 2021-14, being a by-law to Authorize the Execution of an Agreement between Her Majesty the Queen in Right of Ontario and The Corporation of the Municipality of West Elgin for the Dedicated Gas Tax Funds for Public Transportation Program, be read a first, second and third and final time.

Carried

13.5 By-Law 2021-15 - Rezone 24801 Pioneer Line

Resolution No. 2021- 55

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2021-15 being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 24801 Pioneer Line, be read a first, second and third and final time.

Carried

14. Confirming By-Law

Resolution No. 2021- 56

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That By-law 2021-13, being a by-law to confirm the proceedings of the Regular Meeting of Council on February 25, 2021, be read a first, second and third and final time.

Carried

15. Adjournment

Resolution No. 2021- 57

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That the Council of the Municipality of West Elgin hereby adjourn at 12:27 p.m. to meet again at 9:30 a.m. on March 11, 2021 or at the call of the Chair.

Carried

Duncan McPhail, Mayor

Jana Nethercott, Clerk

February 25, 2021

Magda Badura mbadura@westelgin.net
Corporation of the Municipality of West Elgin
22413 Hoskins Line
Rodney, ON N0L 2C0

Re: Requirement under the Safe Drinking Water Act for a Summary Report

Dear Ms. Badura

Attached is the 2020 Summary Report for the West Elgin Distribution System for January 1st to December 31st, 2020. This report is completed in accordance with Schedule 22 of O. Reg. 170/03, under the Safe Drinking Water Act.

This Summary Report is to be provided to the members of the West Elgin Municipal Council. Please ensure this distribution by March 31, 2021.

Attached is also a copy of the 2020 Annual Report for the West Elgin Distribution System required under Section 11 of O. Reg. 170/03. Section 12 of O. Reg. 170/03, requires both the Summary Report and the Annual Report be made available for inspection by any member of the public during normal business hours, without charge. The reports should be made available for inspection at the office of the municipality, or at a location that is reasonably convenient to the users of the water system.

Please feel free to contact me should you require any additional information regarding these reports. I can be reached at 519-312-0847.

Sincerely,



Terri-Lynn Thomson
Process and Compliance Technician

cc. Dale LeBritton, OCWA Regional Hub Manager
Sam Smith, OCWA Senior Operations Manager
Cindy Sigurdson, OCWA Safety, Process and Compliance Manager



**Ontario Clean Water Agency
Agence Ontarienne Des Eaux**

**Annual Summary Report
For the
West Elgin Distribution System
2020**

Prepared for the Municipality of West Elgin

By the Ontario Clean Water Agency

Table of Contents

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1	Overview of System	1
2	Compliance with Regulations Schedule 22-2 (2)(a) List the requirements of the Act, the regulations, the system's approval, drinking water works permit, municipal drinking water licence, and any orders applicable to the system that were not met at any time during the period covered by the report	1
3	Corrective Actions Schedule 22-2 (2)(b) For each requirement referred to in section 2 that was not met, specify the duration of the failure and the measures that were taken to correct the failure.	1
4	Flow Summary Schedule 22-2 (3) 1. A summary of the quantities and flow rates of the water supplied during the period covered by the report 2. A comparison of the summary referred to in paragraph 1 to the rated capacity and flow rates approved in the system's approval, drinking water works permit or municipal drinking water licence, or if the system is receiving all of its water from another system under an agreement pursuant to subsection 5 (4), to the flow rates specified in the written agreement.	2
APPENDICES		
APPENDIX A	Distribution flows for January 1, 2020 to December 31, 2020	

SECTION 1: Overview

This summary report for the West Elgin Distribution System is published in accordance with Schedule 22 of Ontario's Drinking Water Systems Regulation for the reporting period of January 1st to December 31st, 2020. The West Elgin DS is categorized as a Large Municipal Residential Drinking Water System.

The West Elgin DS was separated from the Tri-County Drinking Water System August 31st, 2014 and was issued its own water works number.

The West Elgin DS operated in accordance with the Municipal Drinking Water Licence 304-101 and Drinking Water Works Permit 304-201.

This report was prepared by The Ontario Clean Water Agency on behalf of the Municipality of West Elgin and must be supplied to the West Elgin Municipal Council by March 31, 2021.

SECTION 2: Compliance

The West Elgin DS was operated and maintained in such a manner that treated water supplied to the consumers serviced by the system satisfied all the requirements in the Safe Drinking Water Act, the Regulations, the Municipal Drinking Water License and the Drinking Water Works Permit.

The routine MECP inspection was conducted on January 21, 2020 by Angela Stroyberg. The inspection covered off the following topics: Treatment Processes, distribution system, operations manuals, logbooks, certification and training, water quality monitoring, reporting and corrective actions and treatment process monitoring. The inspection is then assigned a rating based on risk, this inspection report identified no non-compliances and as such received a final inspection rating of 100%.

SECTION 3: Corrective Action

There were no non-compliances identified in 2020 and therefore, no corrective actions required for 2020.

SECTION 4: Summary and Discussion of Quantity of Water Supplied

In accordance with Schedule 22-2(3) find a summary and discussion of the quantity of water supplied during the reporting period. There are no rated capacities specified in the MDWL or DWWP.

The West Elgin Distribution System is supplied from the Tri-County Drinking Water System, West Lorne Train. The flow is metered as it leaves the plant, the volume supplied in 2020 was 969,842m³. This flow is distributed to the following distribution systems:

- West Elgin Distribution System
- Southwest Middlesex Distribution System
- Dutton Dunwich Distribution System
- Newbury Distribution System
- Bothwell Distribution System

There are various meters to monitor flow to and through the West Elgin Distribution System and the other distribution systems that are supplied. Attached as Appendix A, find a summary of the various flow meters throughout the distribution system.

APPENDIX A

Monthly flow meter volumes throughout the distribution system.

	West Lorne Train WTP (m³)	West Elgin North (m³)	Pioneer Line (m³)	Marsh Line (m³)	Silver Clay Line (m³)	Eagle West (m³)
January	64,674	9,559	1,076	1,225	0	10,882
February	56,709	8,826	880	0	0	9,935
March	56,605	9,189	735	0	0	10,176
April	65,864	10,606	1,159	176	176	11,179
May	77,386	10,524	4,047	2,886	2,607	11,671
June	107,288	10,601	881	15,413	4,922	3,886
July	113,680	11,508	2,510	25,462	4,294	1,280
August	95,624	9,981	3,090	23,076	4,957	721
September	90,064	9,748	3,452	22,028	4,140	1,016
October	86,439	9,834	2,127	18,600	3,075	950
November	76,710	9,080	483	14,313	5,262	1,172
December	78,799	9,094	299	14,032	5,438	1,006
Total	969,842	118,550	20,739	137,210	34,871	63,874

ANNUAL REPORT

Drinking-Water System Number:	260094627
Drinking-Water System Name:	West Elgin Distribution System
Drinking-Water System Owner:	Corporation of the Municipality of West Elgin
Drinking-Water System Category:	Large Municipal Residential
Period being reported:	January 1 st to December 31 st , 2020

<p><u>Complete if your Category is Large Municipal Residential or Small Municipal Residential</u></p> <p>Does your Drinking-Water System serve more than 10,000 people? Yes [] No [X]</p> <p>Is your annual report available to the public at no charge on a web site on the Internet? Yes [X] No []</p> <p>Location where Summary Report required under O. Reg. 170/03 Schedule 22 will be available for inspection.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> West Elgin Municipal Office 22413 Hoskins Line Rodney, ON N0L 2C0 </div>	<p><u>Complete for all other Categories.</u></p> <p>Number of Designated Facilities served:</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> <p>Did you provide a copy of your annual report to all Designated Facilities you serve? Yes [] No []</p> <p>Number of Interested Authorities you report to:</p> <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> <p>Did you provide a copy of your annual report to all Interested Authorities you report to for each Designated Facility? Yes [] No []</p>
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List all Drinking-Water Systems (if any), which receive all of their drinking water from your system:

Drinking Water System Name	Drinking Water System Number
Southwest Middlesex Distribution System	260005502

Did you provide a copy of your annual report to all Drinking-Water System owners that are connected to you and to whom you provide all of its drinking water?

Yes [X] No [] N/A []



Indicate how you notified system users that your annual report is available, and is free of charge.

☒ Public access/notice via the web

☒ Public access/notice via Government Office

☐ Public access/notice via a newspaper

☒ Public access/notice via Public Request

☐ Public access/notice via a Public Library

☐ Public access/notice via other method _____

Describe your Drinking-Water System

The West Elgin Distribution System receives water from the Tri-County Drinking Water System. The West Elgin Distribution System services West Lorne, Rodney and rural areas of West Elgin. The distribution system contains a network of watermains along with a water tower located in Rodney with re-chlorination. There are sample stations, hydrants, blow offs and auto flushers located throughout the municipality for monitoring the system.

The West Elgin Distribution System provides water to the Southwest Middlesex Distribution system. As well can provide emergency connection to the Southwest Middlesex Distribution System through an interconnect at the 401 overpass. As well, the system supplies water to the Dutton Dunwich Distribution System via Pioneer Line.

List all water treatment chemicals used over this reporting period

Sodium Hypochlorite 12%

Were any significant expenses incurred to?

☐ Install required equipment

☒ Repair required equipment

☒ Replace required equipment

Please provide a brief description and a breakdown of monetary expenses incurred

-Watermain and service repairs

-Watermain Commissioning

-Autoflusher repairs

-Hydrant repairs

Provide details on the notices submitted in accordance with subsection 18(1) of the Safe Drinking-Water Act or section 16-4 of Schedule 16 of O.Reg.170/03 and reported to Spills Action Centre

Incident Date	Parameter	Result	Unit of Measure	Corrective Action	Corrective Action Date
N/A	N/A	N/A	N/A	N/A	N/A

Microbiological testing done under the Schedule 10, 11 or 12 of Regulation 170/03, during this reporting period.

	No. of Samples Collected for period being reported	Range of E.Coli Results (cfu/100mL)		Range of Total Coliform Results (cfu/100mL)		Number of HPC Samples	Range of HPC Results (cfu/mL)	
		Minimum #	Maximum #	Minimum #	Maximum #		Minimum #	Maximum #
Distribution	211	0	0	0	0	105	<10	1050

Operational testing done under Schedule 7, 8 or 9 of Regulation 170/03 during the period covered by this Annual Report.

	No. of Samples Collected for period being reported	Range of Results	
		Minimum	Maximum
Free Chlorine Residual (mg/L)	602	0.28	1.41

NOTE: For continuous monitors use 8760 as the number of samples.

Summary of additional testing and sampling carried out in accordance with the requirement of an approval, order or other legal instrument.

Date of legal instrument issued	Parameter	Date Sampled	Result	Unit of Measure
n/a	n/a	n/a	n/a	n/a

Summary of Inorganic parameters tested during this reporting period or the most recent sample results

Parameter	Sample Date	Result Value	Unit of Measure	Exceedance
n/a	n/a	n/a	n/a	n/a

Summary of lead testing under Schedule 15.1 during this reporting period

(applicable to the following drinking water systems; large municipal residential systems, small municipal residential systems, and non-municipal year-round residential systems)


Location Type	Number of Samples	Range of Results		MAC (ug/L)	Number of Exceedances
		Minimum	Maximum		
Distribution - Lead Results (ug/L)	0	-	-	10	n/a
Distribution - Alkalinity (mg/L)	6	96	98	n/a	n/a
Distribution - pH	6	7.79	8.51	n/a	n/a

Summary of Organic parameters sampled during this reporting period or the most recent sample results

	Sample Date (mm/dd/yyyy)	Sample Result	MAC	Number of Exceedances	
				MAC	1/2 MAC
Trihalomethane: Total (ug/L)	Running Average	58	100	No	Yes
Haloacetic Acid: Total (ug/L)	Running Average	32.25	80	No	No

List any Inorganic or Organic parameter(s) that exceeded half the standard prescribed in Schedule 2 of Ontario Drinking Water Quality Standards.

Parameter	Result Value	Unit of Measure	Date of Sample
THMs	58	µg/L	Running Average



West Elgin Distribution System Operations Report Fourth Quarter 2020

Submitted by:
Ontario Clean Water Agency
Date: January 8, 2021

Facility Description

Facility Name: West Elgin Distribution System
Regional Manager: Dale LeBritton (519) 476-5898
Sr. Operations Manager: Sam Smith (226) 377-1540
Business Development Manager: Susan Budden (519) 318-3271
Facility Type: Municipal
Classification: Class 1 Water Distribution
Drinking Water System Category: Large Municipal Residential
Title Holder: Municipality

Service Information

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

Operational Description:

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

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

Key information on the Rodney Tower:

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

Facility Name: West Elgin Distribution System
ORG#: 1266

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

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

SECOND QUARTER:

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

THIRD QUARTER:

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

FOURTH QUARTER:

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

THIRD QUARTER:

SECTION 2: INSPECTIONS

FIRST QUARTER:

On January 21st, 2020 a routine MECP inspection took place by Angela Stroyberg. A rating of 100 % was received with a few recommended actions. 1- A bylaw or policy in place limiting access to hydrants. 2- Replace the air vent on the drain at the tower. 3- Insure abnormal conditions are recorded in the logbook. (ie. Communication fault with water plant)

SECOND QUARTER:

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

THIRD QUARTER:

There were no MOL or MECP inspections for the third quarter.

FOURTH QUARTER:

There were no MOL or MECP inspections for the fourth quarter.

SECTION 3: QEMS UPDATE

FIRST QUARTER:

There have been no updates to QEMS at this time.

SECOND QUARTER:

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

On June 4th the management review took place.

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

THIRD QUARTER:

The external systems audit scheduled for October and the reaccreditation audit scheduled for November.

FOURTH QUARTER:

An external systems audit took place on October 6, 2020 by Sandra Tavares of SAI Global. 0 non-conformances and 1 Opportunities for improvement.

An external Re-accreditation audit took place November 25, 2020 by Sandra Tavares of SAI Global. 0 non-conformances and 6 opportunities for improvements.

SECTION 4: PERFORMANCE ASSESSMENT REPORT

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

	# Samples	Total Coliform Range (cfu/100mL)	E. coli Range (cfu/100mL)	# Samples	HPC (cfu/100mL)
January	16	0 - 0	0 - 0	8	<10 – 20
February	16	0 - 0	0 - 0	8	<10 – <10
March	20	0 - 0	0 - 0	10	<10 – <10
April	16	0 - 0	0 - 0	8	<10 – <10
May	16	0 - 0	0 - 0	8	<10 – <10
June	23	0 - 0	0 - 0	11	<10 – 30
July	16	0 - 0	0 - 0	8	<10 – <10
August	20	0 - 0	0 - 0	10	<10 – <10
September	16	0 - 0	0 - 0	8	<10 – <10
October	16	0 - 0	0 - 0	8	<10 – 770
November	20	0 - 0	0 - 0	10	<10 – 1050
December	16	0 - 0	0 - 0	8	<10 – <10

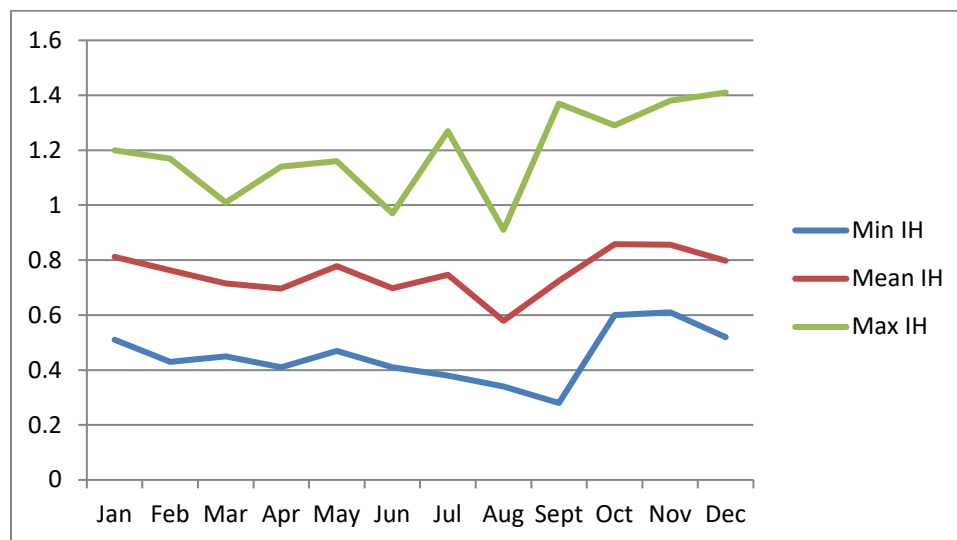
Trihalomethanes are sampled on a quarterly basis. The table below shows the current running average in 2020. The annual average in 2019 was 55 ug/L, therefore the current running average has increased 5.45% when compared to the annual average in 2019.

	Limit (ug/L)	THM Result (ug/L)
January 2020	-	48
April 2020	-	40
July 2020	-	45
October 2020	-	99
Running Average	100	58

Haloacetic Acids (HAAs) are now required to be sampled on a quarterly basis in accordance with O. Reg. 170/03. The table below shows the running average so far in 2020. The annual average in 2019 was 24.78 ug/L, therefore the current running average has increased 30% when compared to the annual average in 2019.

	Limit (ug/L)	HAA Result (ug/L)
January 2020	-	23.9
April 2020	-	19.9
July 2020	-	27.3
October 2020	-	57.9
Running Average	80	32.25

The Rodney Tower continuously monitors the free chlorine residual of the water. The results fluctuate based on fill cycles. During the winter months the results are usually very good, however, once there is warmer weather the chlorine residuals dissipate. In spring of 2018 the Rodney tower installed a re-chlorination facility. Chlorine residuals are taken throughout the distribution system in accordance to O. Reg. 170/03 requirements. The graph below provides the minimum, maximum and average chlorine residuals throughout the distribution system in 2020.



SECTION 5: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

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

- Additional PPE and supplies were sourced as applicable.

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

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

SECOND QUARTER:

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

THIRD QUARTER:

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

FOURTH QUARTER:

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

FOURTH QUARTER:

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

SECTION 6: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY:

15: Calibrated AIT-2 at Rodney Tower

FEBRUARY:

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

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

05: Service repair at 7 Todd Place

MARCH:

03: Turned on service at 26496 Silver Clay

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

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

09: Chlorine injector at Rodney tower was cleaned

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

- 11: Opened valve at corner of Forest Line and Colley Road to allow for water to be distributed down Forest Line to hydrant at 23454 Forest Line.
- 13: Leak on chlorine board at Rodney Tower fixed.
- 17: Pumped out chamber at Pioneer Line and Wellington.

SECOND QUARTER:

APRIL

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

MAY

- 12: Started valve turning

JUNE

- 01: On site at 9811 Graham Road; drilling company hit service line. Municipality pinched line and installed new curb stop. Everything was disinfected with 12% NaOCl. Line beside house was flushed for 15 minutes after repair.
- 11: Chamber inspections completed.
- 17: On site on Gray Line for main break; water main hit by drainage company. Repairs disinfected with 12%NaOCl, blow-off at 24067 Gray Line downstream. Line was flushed for approximately 25 minutes and bacti sample was collected.
- 18: Collected second bacti sample from water main break.
- 23: Collected bacti sample from hydrant #123; corner of Graham and Crinan as per Sam Smith.

THIRD QUARTER:

JULY

- 08: Tested super chlorination at 155 Clarke Street, Rodney. Temporary water main being installed to replace existing main. Contractor installed new back flow preventer and had it tested by plumber.
- 08: Test the super chlorination, used slug method, for 3-hour hold time. Zero chlorine drop. Flushed line and took first set of samples. Super chlorination was de-chlorinated by pucks and tested.
- 09: Flushed temporary main at 155 Clarke Street, Rodney and obtained second bacti sample.
- 14: Isolated old water main between hydrant 160 and Clarke Street, Rodney.
- 15: On site across from 157 Clarke Street in Rodney to turn off valve.
- 16: Operator on site in Rodney to close valve, discovered valve was off and the cause of the water was from an old fire well that had been drilled through.
- 20: Swabbed and pressure test new water main in Rodney from Clarke Street to hydrant 160.
- 21: Super chlorinate water main in Rodney using the 3 hour slug method. Collected first bacti sample.

- 24: Completed tie-ins for new water main in Rodney. Isolated valve at Moriah and back alley; isolated valves at Stinson and Clarke, valve south of Clarke on Furnival. Flushed water main from hydrant 159; new main now in service.
- 27: Completed a live tap in front of 155 Clarke Street.

AUGUST

- 10: 22034 Downie Line, West of Furnival Road; Live tap 4" ABS water main, trench across road. Curb stop is 1m North West of hydro pole.
- 18: Valve exercising in Rodney and rural West Elgin.
- 19: Valve exercising in rural West Elgin and West Lorne.
- 21: Valve exercising in West Lorne.
- 26: Valve exercising in rural West Elgin.

SEPTEMBER

- 11: On site at Eagle East chamber, trying to obtain isolation in chamber. Closed valve at southeast corner of highway 3 and graham road, closed 4 valves in chamber. Cannot isolate valve in chamber. Will have to investigate further. Opened valve at corner of Highway 3 and Graham and all 4 valves in chamber.
- 14-25: Fall hydrant flushing/maintenance.
- 16: Completed live tap at 9260 Graham rd. On high press con pipe. Mike Golding contracting completed task.
- 21: Backflow preventer installed on hydrant 60 at 187 Angelo Street. Titon Group Construction replaced ball valve on backflow preventer to pass test.
- 24: On site at corner of Angelo and Todd Place. Drilling company hit water main. Throttled valve at corner of Angelo and Marsh to maintain positive pressure. Repair made with clamp, 12% sodium hypo used to disinfect around break. Opened valve at corner of Angelo and Marsh to obtain full pressure. Flushed hydrant on Todd place for 5 minutes and obtained a residual of 1.92ppm.
- 29: Swabbing and super chlorinating temporary water main in the subdivision of Todd Place and Angelo Drive in West Lorne.
- 29: Testing temporary main after the holding time for the super chlorination, collected first set of bacti samples at 5 dead ends of the main.
- 30: Collected second set of bacti samples off the temporary water main in the subdivision of Todd Place and Angelo Drive in West Lorne. Contractor started to flush main.

FOURTH QUARTER:

OCTOBER

- 01: Tried to repair hydrant 12 on corner of Graham and Talbot. Unable to displace as the valve box is misaligned from the valve. Notified SOM Sam Smith and municipality to vacuum out the hole and straighten.
- 01: Located blow-off valve and flushed at 25964 Warwick Line.
- 02: Turned valve off at Marsh and Angelo Drive, West Lorne. Notice given to residents for 09:00 a.m; cutting and capping old water main and hooking up temporary main. Old main cut off at valve, and 2" temporary service installed and attached to temporary above grade main. Penny plumbing tested backflow preventer. Water

back on at valve on north east corner of Marsh and Angelo Drive. Flushed line at first service to ensure everything is clean. Proper disinfection took place during cutting and installation

- 05: Bagged 2 hydrants out of service in subdivision as the main has been disconnected.
- 13: Replaced controller on auto flusher located at the 401 Enroute Service Center. Old controller would not operate valve anymore.
- 21: Met Dave from Triton Group at new water main commissioning on Angelo Drive and Todd place, West Lorne.
- 22: On site at Angelo and Todd Place for swabbing; could not get swab out. Contractor adding a valve that was not in original drawings to allow proper isolation and directional water flushing.
- 22: Attended site at Angelo and Todd Place, West Lorne. Lost swab 1 and 2; at around 16:30 swab one came out at dead end of Angelo. At approximately 18:30 swab two was found in the hydrant leg on Angelo Drive. The hydrant was gutted and swab was removed.
- 23: On site at Angelo and Todd Place. Ran five swabs, all swabs came out clean. Started pressure test but unable to build pressure. Contractor called and notified me that a suspected leak is between Angelo and the hydrant on the north section of Todd Place.
- 26: Contractors found leak on Todd Place; service line under road was cut. Flushed system and started pressure test at 13:40, 150 psi to start.
- 26: Todd and Angelo pressure test completed and passed. Super chlorination started at 17:00 and all appurtenances operated and hydrants tested for residual. Chlorine at 50 ppm.
- 27: At 17:00 tested residual of super chlorination and got 50 ppm. Started flushing and took samples once super chlor was flushed. Last sample of first set was taken at 17:35.
- 28: Completed second set of samples after 16 hours. Holding time on Angelo and Todd, delivered lab both sets
- 29: Tied in new water main after receiving results from lab. Angelo Drive tied in at Marsh Line, and live to hydrant on Angelo. Back flow re-installed and tested by Penny Plumbing and attached to temporary water lines to fee rest of the houses not on new water main yet.
- 30: Opened valves on Angelo Drive to allow Todd Place to be pressurized. Notified Sam Smith that all new hydrants are live and to tell the fire department.

NOVEMBER

- 05: Completed a live tap at 9532 Graham Rd, West Lorne.
- 20: Calibrated inlet and outlet chlorine analyzer at Rodney Tower
- 23: Calibrated inlet chlorine analyzer at Rodney Tower
- 25: Calibrated outlet chlorine analyzer at Rodney Tower
- 26: Worked on hydrant number 12 on corner of Graham and Highway 3. Unable to get guts out of the hydrant; everything spins free. Notified SOM Sam Smith we need to dig hydrant up to the boot.

DECEMBER

- 30: Completed Sample station residuals
- 08: Installed internal pipe duck bill on the over flow pipe for Rodney Tower. Tested duck bill to ensure it was fitted correctly by operating the tower drain valve for a few minutes. Notified SOM of the operations.

SECTION 7: ALARM SUMMARY

FIRST QUARTER:

JANUARY:

No alarms this month.

FEBRUARY:

No alarms this month.

MARCH:

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

SECOND QUARTER:

APRIL

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

MAY

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

JUNE

No alarms to report this month.

THIRD QUARTER:

JULY

- 15: Operator received a call from Sam Smith to open valve at 211 Furnival Road, Rodney. Arrived on site and called contractor who said the valve had already been opened by the municipality.

AUGUST

No alarms for the month

SEPTEMBER

No alarms this month

FOURTH QUARTER:

OCTOBER

- 30: Received call from Sam Smith about brown water complaint at 290 Graham Rd. Spoke with resident, she said that she has brown water within the house. Spoke with operator who had mentioned the blow-off on Graham Rd north of resident had been operated today. Arrived at 290 Graham Rd, resident said the kitchen tap and outside tap were now clear, instructed her to run all taps for 5 minutes. She then obtained clear water from all taps. Took chlorine residual from outside tap and obtained a reading of 1.27 ppm. Brown water most likely due to operation of blow-off earlier in the day.

NOVEMBER

No alarms to report this month.

DECEMBER

No alarms to report this month.

SECTION 8: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

There were no complaints or concerns to report this quarter.

SECOND QUARTER:

MAY

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

THIRD QUARTER:

AUGUST

- 31: Received community complaint, 25399 Silver Clay Line regarding coloured water. Flushed hydrant 16 across the road and slightly east of residence; Clear water, free chlorine residual of 1.71mg/L. Flushed hydrant at 26046 Silver Clay; residual of 1.42mg/L. Flushed blow off at 26661 Silver Clay Line to chase any coloured water to dead end; Free chlorine residual of 0.66mg/L after 30 minutes of flushing.

SEPTEMBER

- 09: Responded to community complaint at 180 Furnival Road in regards to greenish/brown water for the past week. Took sample from outside tap, residual was 0.82ppm. Operator flushed the two hydrants to the north and south of her residence, but she then said her water was now crystal clear. Operator mentioned flushing will take place from September 14-25; she will contact municipality again if any more issues arise.
- 14: Responded to a community complaint at 171 Queen Street, Rodney. Resident had gray water in toilets. Concluded it had been the result of the home owner changing the salt in water softener the day before.

FOURTH QUARTER:

OCTOBER

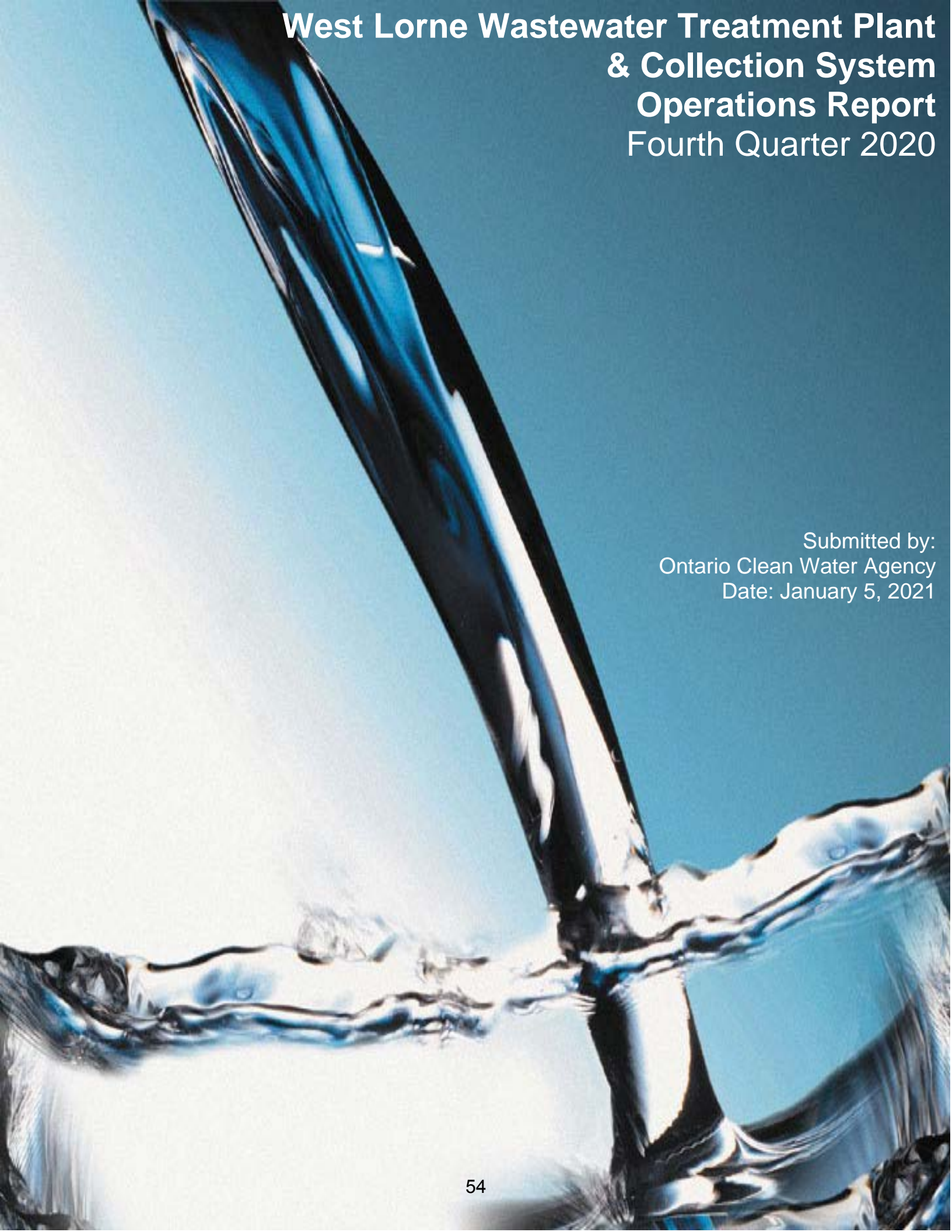
- 30: Received call from Sam Smith about brown water complaint at 290 Graham Rd. Spoke with resident, she said that she has brown water within the house. Spoke with operator who had mentioned the blow-off on Graham Rd north of resident had been operated today. Arrived at 290 Graham Rd, resident said the kitchen tap and outside tap were now clear, instructed her to run all taps for 5minutes. She then obtained clear water from all taps. Took chlorine residual from outside tap and obtained a reading of 1.27 ppm. Brown water most likely due to operation of blow-off earlier in the day.

NOVEMBER

No complaints or concerns this month.

DECEMBER

- 28: Received call from Sam Smith to pump out water hydrant at 166 Graham Rd.



West Lorne Wastewater Treatment Plant & Collection System Operations Report Fourth Quarter 2020

Submitted by:
Ontario Clean Water Agency
Date: January 5, 2021

Facility Information:

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

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

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

Service Information

Areas Served: Village of West Lorne

Design Capacity:

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

Treatment Process Features:

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

Contacts:

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

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

Monthly average TSS was exceeded in January. Due to high flows, daily sampling was needed as per the ECA. High TSS was experienced during high flows. When flows returned to normal the TSS was also within the ECA limit. The engineers are reviewing filter performance.

SECOND QUARTER:

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

THIRD QUARTER:

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

FOURTH QUARTER:

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

SECTION 2: INSPECTIONS

FIRST QUARTER:

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

SECOND QUARTER:

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

THIRD QUARTER:

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

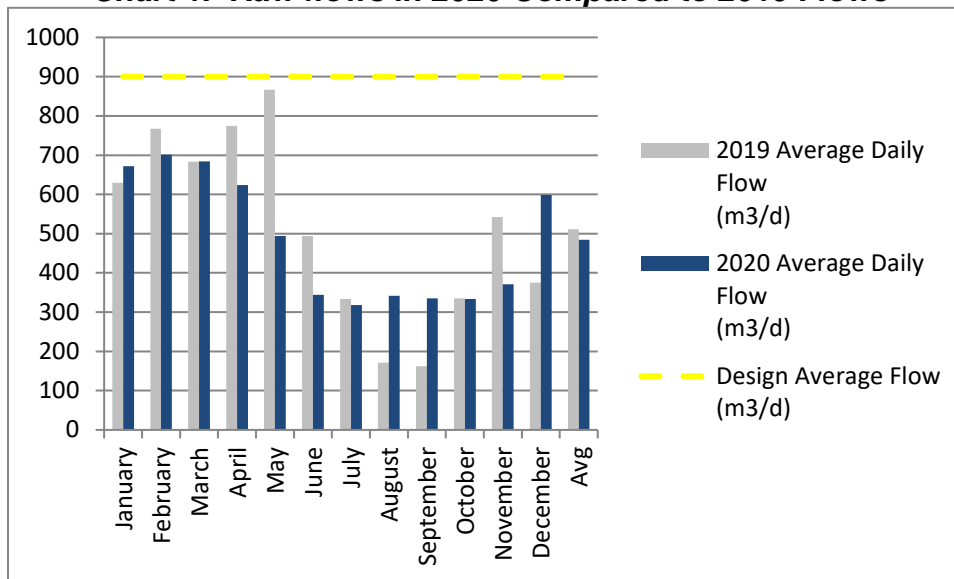
FOURTH QUARTER:

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

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily raw flow for the wastewater treatment plant in 2020 is 484.67 m³/d. The average daily flow in 2019 was 511.26 m³/d, therefore the flow for 2020 is down 5.2% when compared to 2019. The plant is currently at 54 % of its rated capacity of 900m³/d.

Chart 1. Raw flows in 2020 Compared to 2019 Flows



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

Table 1. Raw Water Sample Results for 2020.

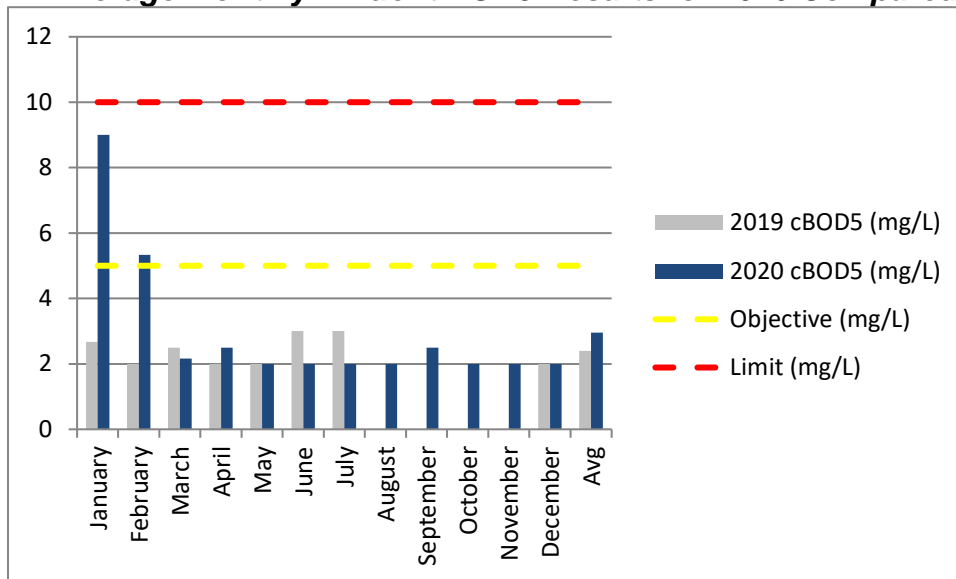
	BOD5 (mg/L)	TKN (mg/L)	TP (mg/L)	TSS (mg/L)	Alkalinity (mg/L)
January Results	82	21.35	2.015	83.5	306.5
February Results	45.5	14.7	1.5	54.5	279.5
March Results	54.5	17.55	1.465	65	205
April Results	70	19.9	1.885	79	280.5
May Results	22.5	7.35	0.65	29.5	152
June Results	130.5	41.25	3.815	143	303
July Results	130.3	44.77	4.653	118.3	328
August Results	132	36	4.485	125	318
September Results	168	63.1	5.225	243	370
October Results	124.5	36.4	3.97	184.5	268
November Results	160.5	58	6.26	167	354
December Results	118	32.73	2.893	127	326.3
Annual Average	104.81	33.219	3.276	118.62	293.7

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

The average effluent cBOD5 for 2020 is 2.95 mg/L, meeting the limits identified in the ECA. The effluent objective was exceeded in January and February due to high flows and filter performance from the December commissioning. The annual average result for BOD5 in 2019

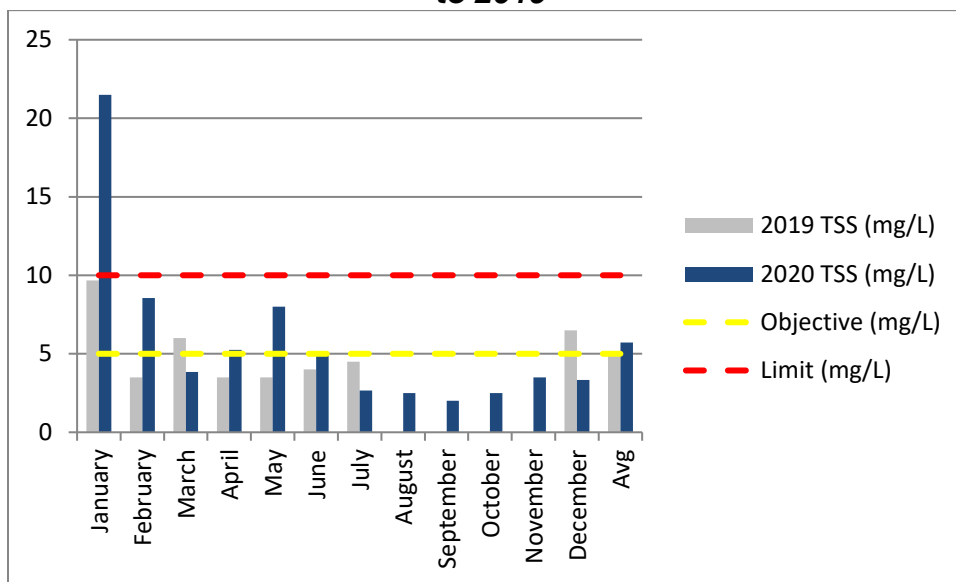
was 2.4mg/L, therefore the results for 2020 are up by 23.5% when compared to 2019 (refer to Chart 2).

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



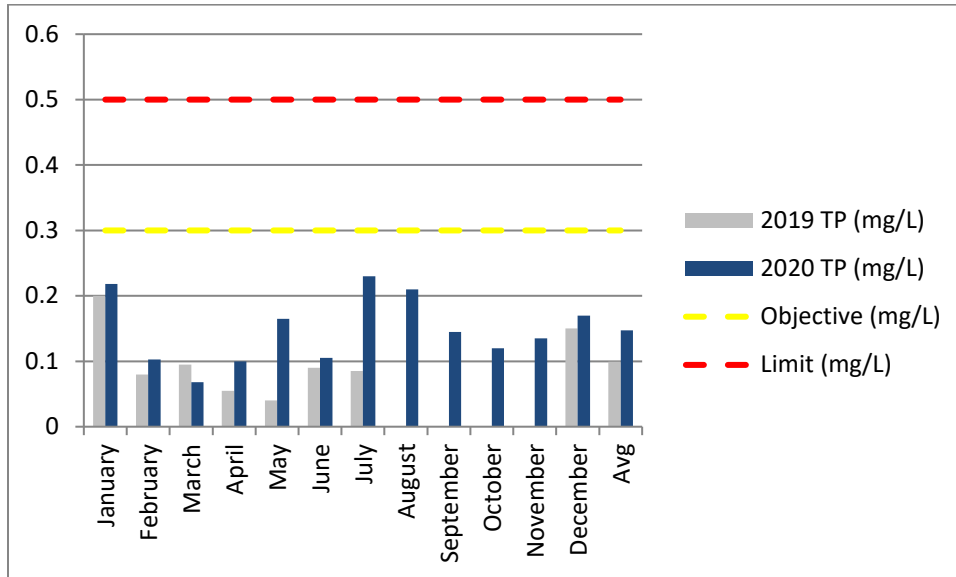
The average effluent TSS for 2020 is 5.7mg/L, exceeding effluent limits identified in the ECA in January as discussed in the compliance section, and exceeding the effluent objective in January and March due to high flows and filter performance. The annual average result for TSS in 2019 was 5.1mg/L; therefore the results for 2020 are up by 11% when compared to 2019 (refer to Chart 3).

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



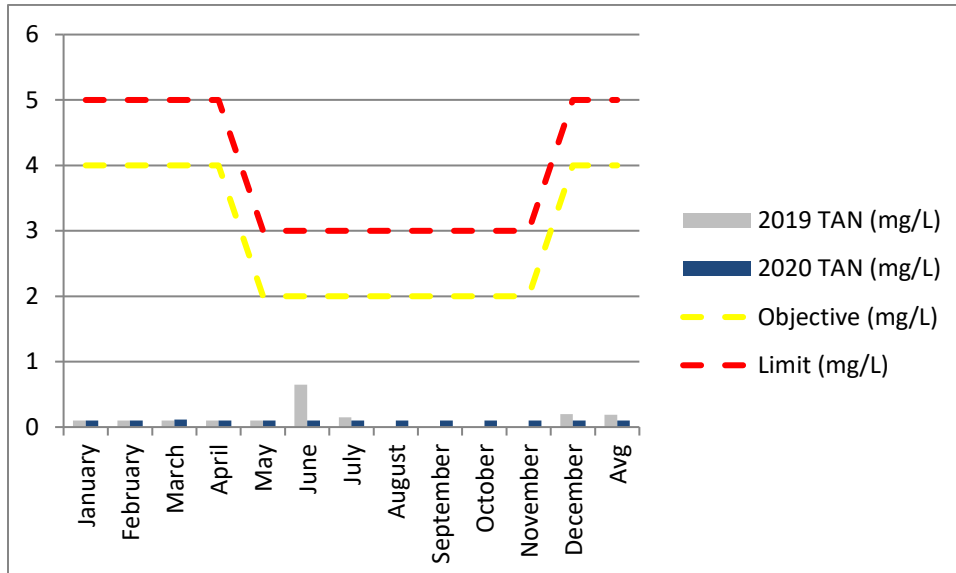
The average effluent TP for 2020 is 0.15 mg/L, meeting effluent limits and objectives identified in the ECA. The annual average result for TP in 2019 was 0.10mg/L, therefore the results for 2020 is up 48% when compared to 2019 (refer to Chart 4).

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



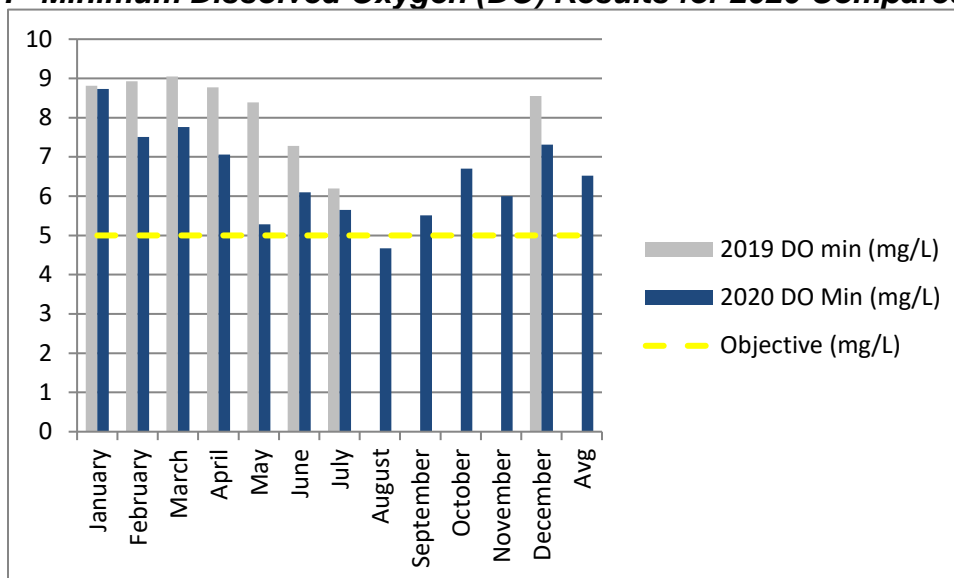
The average effluent TAN for 2020 is 0.10mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2019 was 0.19mg/L, therefore the results for 2020 are down 46% compared to 2019 (refer to Chart 5).

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



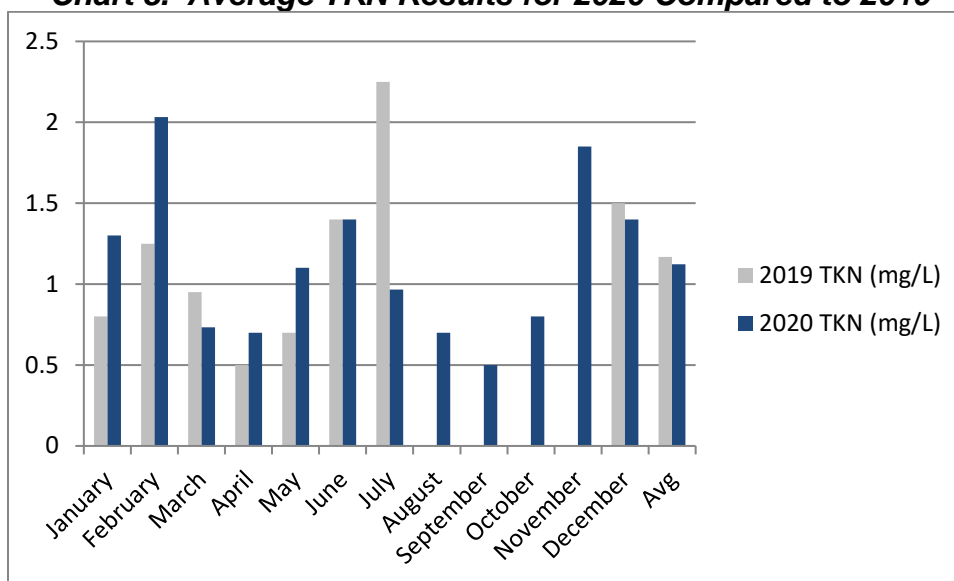
Dissolved oxygen (DO) of the effluent is tested on site at the plant, the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (chart 7) shows the minimum DO concentrations; there have been no objective exceedances with the exception of August.

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



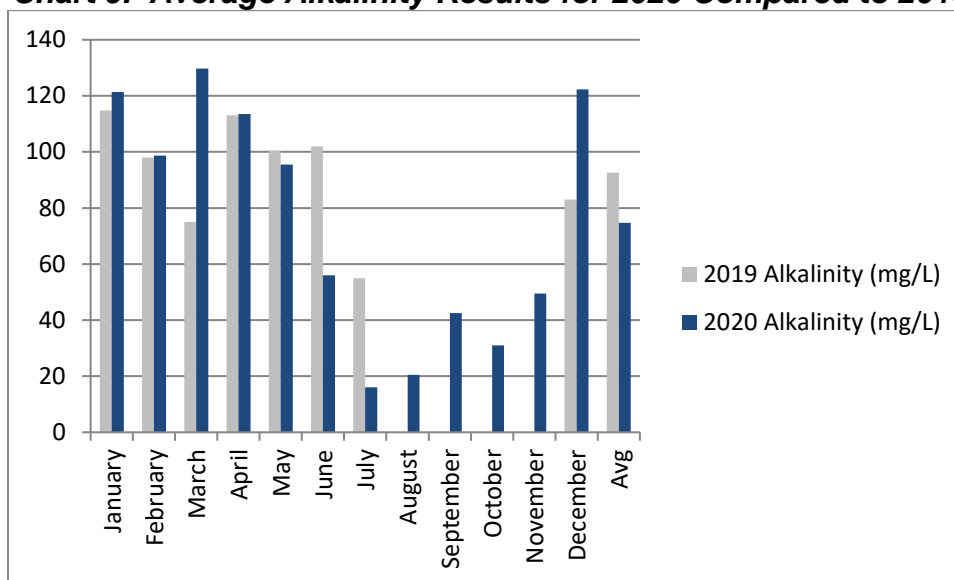
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2020 is 1.12mg/L. The annual average result for TKN in 2019 was 1.17mg/L, therefore the results for 2020 are down by 4% when compared to 2019 (refer to Chart 8).

Chart 8. Average TKN Results for 2020 Compared to 2019



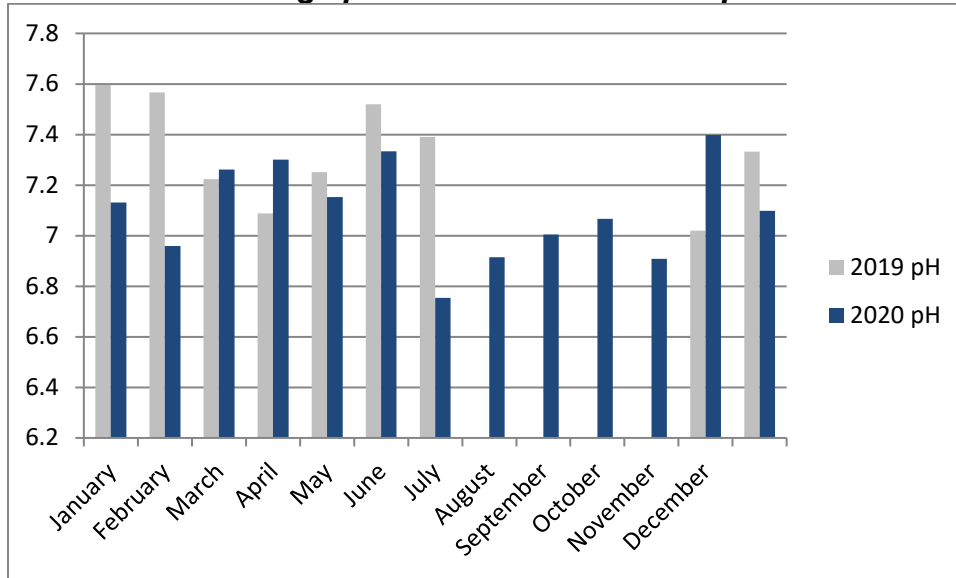
Alkalinity is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2020 is 74.7mg/L. The annual average result for alkalinity in 2019 was 93mg/L, therefore the results for 2020 are down by 19% when compared to 2019(refer to Chart 9).

Chart 9. Average Alkalinity Results for 2020 Compared to 2019



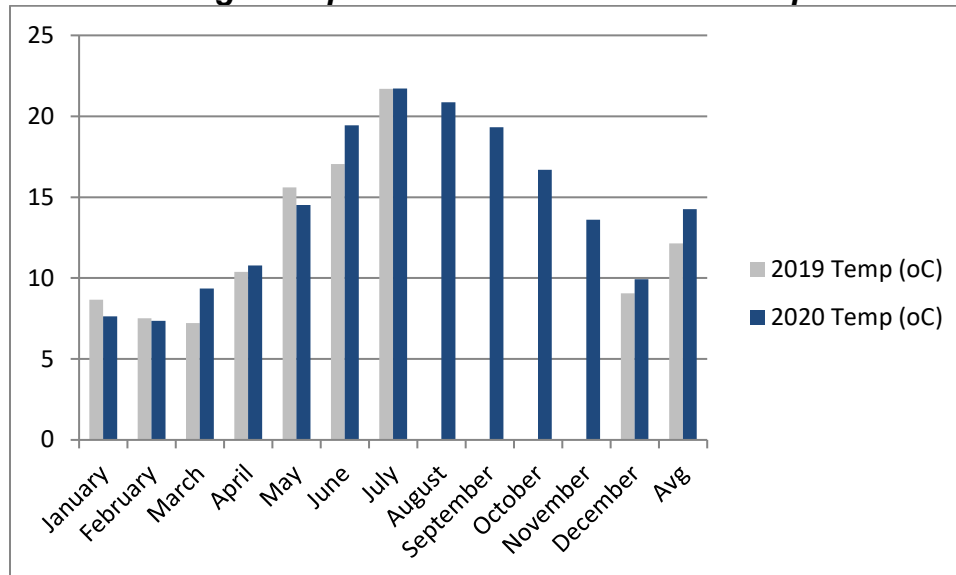
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2020 is 7.09. The annual average result for pH in 2019 was 7.33, therefore the results for 2020 are down by 3% when compared to 2019 (refer to Chart 10).

Chart 10. Average pH Results for 2020 Compared to 2019



Temperature is measured at least biweekly in accordance with ECA requirements; there are not any objectives or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2020 is 14.3°C. The annual average temperature in 2019 was 12.2°C, therefore the results for 2020 are up by 17.5% when compared to 2019 (refer to Chart 11).

Chart 11. Average Temperature Results for 2020 Compared to 2019



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

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

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

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

SECOND QUARTER:

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

THIRD QUARTER:

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

FOURTH QUARTER:

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

SECTION 5: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY:

* Facility upgrades still in progress.

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

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

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

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

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

21: New sump pump installed in filter building.

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

FEBRUARY:

*Facility upgrades still in progress.

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

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

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

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

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

- 14: Service tech from NCA Air Compressors on site to inspect filter building air compressor.
- 19: New backwash pumps installed in the filter building.
- 21: New backwash pumps commissioned.
- 21: Grit chamber valve troubleshooting performed by contractor (Glover Hill).

MARCH:

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

SECOND QUARTER:

APRIL

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

MAY

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

JUNE

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

THIRD QUARTER:

JULY

- 02: Gerber Electric was on site to remove both filter reject pumps. Pumps to be sent away for rebuild. Flow still diverting to lagoon.
- 06: Gerber Electric on site to reinstall the filter reject pumps, but require some plumbing to be changed and an alignment.
- 07: Gerber Electric's plumber on site to align pump and fix plumbing unions. Operator returned proper flows to plant and stopped diverting to lagoon. UV was turned on.
- 08: T&T Power on site to assess why the SCADA keeps freezing. No reason for the freezing was found.
- 22: Operators arrived to site in morning to find no blowers running. After troubleshooting and unable to run blowers in auto, started a blower in hand and called T&T Power to come for warranty work. T&T arrived and found a program fault. They added an alarm for no blowers running after 5 minutes.
- 23: T&T Power on site to assess issue with gas detector alarms at head works.
- 24: SPD sales was on site to fix the head works gas detectors. He updated the system to reset the buzzer after the alarm has cleared.
- 30: Alum delivery of 5000L from Chemtrade.

AUGUST

- 05: West Lorne Pump Station pump 3 was found to have a 'fail to stop alarm'. Pump 1 remains out of service. Troubleshooting was performed on the pumps. The pump 3 fault was cleared and the pump worked as designed. Pump 1 would not operate likely due to a blockage.
- 06: West Lorne Pump Station pump 1 was pulled from the wet well. The pump was jammed with wire and rags which were removed. The pump was reinstalled and ran in hand mode. The pump flow was acceptable, and pump 1 was returned to service.
- 11: Rinsed down effluent channel and clarifier with effluent water.
- 12: Ran a test of the RAS/WAS cycle to investigate the alarm callout the previous night. The pinch valve decreased to the correct flow rate and the RAS/WAS valve transitioned from RAS to WAS and back without fault. The system operated correctly, no errors were found.
- 14: An unusual intermittent thud was coming from the bar screen auger. Troubleshooting was performed on the equipment and the auger was run alternating between forward and reverse until the objects cleared. The auger then ran normally.
- 17: Troubleshooting performed on the West clarifier scraper. The unit was reset and monitored, no faults were found. The bar screen auger had an unusual loud noise coming from it. Troubleshooting was performed and several nuts, bolts and plastic parts were removed from the auger.
- 21: The SCADA computer froze during the day shift and called out an alarm. The computer was reset then operated normally.
- 25: Reviewed and made corrections for new assets to be entered into Maximo software. Rinsed down the clarifiers and effluent channel.
- 26: Removed 4 large old bolts from the influent channel.
- 27: Pho Tech Environmental was on site to remove chemical waste and spent UV bulbs.

SEPTEMBER

- 02: Farmington mechanical on site to secure floor grating in bar screen area after near miss reported by an operator.
- 08: Operator assessed pump 3 at pump station as it has been faulting. Operator found that the pump will not operate at all. Operator scheduled Gerber's Electric to come and test wiring.
- 10: Operator completed a monthly check of the blowers and drained the water build up from the lines using the blow off ports at the aeration cells.
- 11: Operators receive UV light order from H2Flow
- 17: Hurricane Hydrovac on site at pump station to clean out rags and grease.
- 18: Gerber Electric on site at pump station. Tested pump 3 and found the pump to be shot; possibly faulty
Windings in the motor.
- 22: K&L construction on site to grind out concrete and measure for new grating to be installed in bar screen area.

FOURTH QUARTER:

OCTOBER

- 29: Aecon on site to repair bell box; work order was submitted back in late spring. Lifting bell box so it doesn't get swamped with water.
- 30: Bell on site to splice cables into new bell box.

NOVEMBER

- 02: DO set point changed so a low DO won't happen in aeration basins.
- 25: Operator adjusted SCADA at pump station to prevent loss of echo calls.

DECEMBER

- 04 to 12: Operator investigates cause of pump faults which are sporadic at pump station and finds that during high flow the first pump faults before the second pump is called to operate.
- 24: Operator adjusted DO set points from previous night call out as the DO readings were very high in aeration after the set points were changed by the on call operator.

SECTION 6: ALARM SUMMARY

FIRST QUARTER:

JANUARY:

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

FEBRUARY:

There were no alarms this month.

MARCH:

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

SECOND QUARTER:

APRIL

There were no alarms this month.

MAY

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

JUNE

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

THIRD QUARTER:

JULY

- 04: Operator received alarm for pump station loss of echo. Operator arrived on site and found system working as normal.
- 05: Operator received alarm for channel 3. Upon arrival, found SCADA frozen. Operator reset the computer and the system returned to normal operation.
- 10: Operator received call for power failure during a storm situation. Operator ran generator and stayed on site until power was restored.
- 15: Operator received call for channel 3. Upon arrival, found SCADA frozen. Operator reset the computer and the system returned to normal operation.

- 17: Operator received alarm at pump station for pump 1 fault. Operator arrived on site and set pump to off and left pump 2 and 3 in auto. Later that night operator received call from operations manager that there was a strange noise at plant. Operator arrived at plant to find head works gas detectors in alarm. Operator reset alarms.
- 25: Operator received call for high methane gas at head works. By the time operator arrived on site alarm had cleared and was back to normal.
- 26: Operator received call for high methane gas at head works. By the time operator arrived on site alarm had cleared and was back to normal.
- 29: Operator received alarm for channel 3, arrived on site and found SCADA frozen. Operator reset the computer and the system returned to normal operation.

AUGUST

- 01: Received an alarm call for a channel 2 alarm. Went to site and found blower fan 101 in fault. Reset the blower fan fault and returned the blower to service. A facility walkthrough was performed, the facility was operating normally.
- 12: Received a call from Spectrum for a channel 1 alarm 'now normal'. Arrived on site and found a cleared alarm for WAS valve stuck open. Observed RAS/WAS pumps cycling the duty (in-service) pump correctly. SCADA was reviewed, the facility was operating normally.
- 13: Received an alarm call from Spectrum at 19:40. Arrived on site and found the SCADA computer frozen. Reset the SCADA computer and performed a plant walk through, all systems were operating as designed.
- 15: Received an alarm call from Spectrum at 03:24. Arrived at the facility and found the filter backwash tank level hi-hi alarm had been active but was already cleared. Received another alarm call from Spectrum a few hours later. Arrived at the facility to find the filter backwash tank level hi-hi alarm had been active but was cleared. Investigated the filter backwash tank issue and performed a facility walkthrough. The filter air compressor was found off. Turned on the air compressor and monitored a couple of cycles of the filter backwash tank filling and emptying. The facility was the operating normally.
- 16: Received an alarm call from Spectrum. Arrived on site and found several alarms had been active but majority were now clear. The likely cause was a power flicker due to a thunderstorm in the area. The blower fans, RAS/WAS pumps, sludge scrapers and filter air compressor were reset. The scraper for clarifier 2 would not reset but could be left out of service until Monday morning. The facility was then operating normally.

SEPTEMBER

- 06: On-call operator received a page; channel 1 alarm. Upon arrival found the power was off due to a storm. Operator started generator and remained on site until power was restored. Operator completed plant walk through and ensured all operations were normal.
- 08: On-call operator received loss of echo alarm for pump station. Operator arrived on site and everything was normal. Operator reset dialer.
- 09: On-call operator received page for channel 2 alarm; loss of communication. Operator arrived on site and SCADA computer was frozen. Operator restarted computer and all systems returned to normal.

- 24: On-call operator received page for channel 2 loss of communication. Operator arrived on site and reset SCADA computer; all other systems operating normal.

FOURTH QUARTER:

OCTOBER

- 09: Operator received page for communication fail. Operator attended site and reset SCADA.
- 15: Operator received channel 1 alarm. Arrived on site to reset all pumps and compressor due to power flicker.
- 18: Operator received page from pump station; loss of echo. Operator arrived on site everything was normal and pumps operating as they should.
- 22: Operator received page for communication fail. Operator attended site and reset SCADA computer; all systems returned to normal.
- 23: Operator received page for power fail. Operator attended site and reset all pumps and compressors.
- 31: Operator received page and attended plant. DO was low in aeration but had recovered prior to operator's arrival. Operator used hand held to verify readings were correct.

NOVEMBER

- 02: Operator received a loss of echo at pump station. Alarm was cleared by the time operator was on site.
- 06: Operator received communication loss; SCADA reset and plant checked for proper operations.
- 14: Operator received communication loss; SCADA reset and plant checked for proper operations.
- 21: Operator received communication loss; SCADA reset and plant checked for proper operations.
- 24: Operator received a loss of echo at pump station. Alarm was cleared by the time operator was on site.
- 29: Operator received communication loss; SCADA reset and plant checked for proper operations.

DECEMBER

- 04: Operator received alarm to West Lorne pump station for pump fail. Operator switched to pump 2 and turned off pump 1.
- 07: Operator received communication loss; SCADA reset and plant checked for proper operations.
- 12: Operator received page for pump fault and again switched to only allow pump 2 to operate.
- 12: Operator received communication loss; SCADA reset and plant checked for proper operations.
- 18: Operator received Low DO call out. Operator monitored system till DO was normal.
- 19: Operator received communication loss; SCADA reset and plant checked for proper operations.
- 23: Operator received Low DO call out. Operator increased blower speeds and set points to fix issue.

27: Operator received communication loss; SCADA reset and plant checked for proper operations.

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

There were no complaints or concerns this quarter.

SECOND QUARTER:

MAY:

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

THIRD QUARTER:

There were no complaints or concerns this quarter.

FOURTH QUARTER:

There were no complaints or concerns this quarter.



Rodney Wastewater Treatment Plant Operations Report Fourth Quarter 2020

Submitted by:
Ontario Clean Water Agency
Date: January 5, 2021

SECTION 1: COMPLIANCE SUMMARY

FIRST QUARTER:

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

SECOND QUARTER:

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

THIRD QUARTER:

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

FOURTH QUARTER:

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

SECTION 2: INSPECTIONS

FIRST QUARTER:

There were no MECP or MOL inspections during this quarter.

SECOND QUARTER:

There were no MECP or MOL inspections during this quarter.

THIRD QUARTER:

There were no MECP or MOL inspections during this quarter.

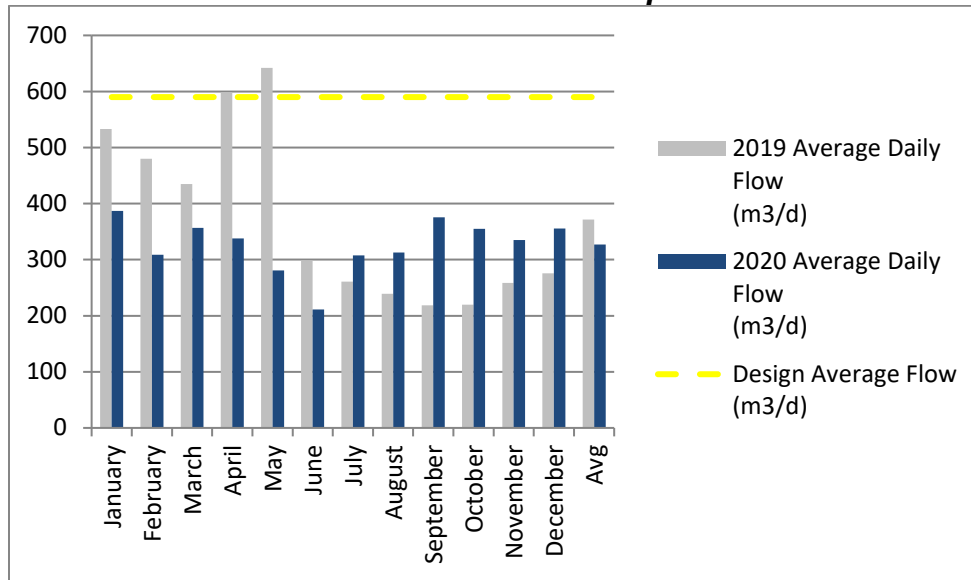
FOURTH QUARTER:

There were no MECP or MOL inspections during this quarter.

SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow for the wastewater treatment plant in 2020 is 327.1m³/d. The average daily flow in 2019 was 371.7 m³/d, therefore the flow for 2020 is down by 12% when compared to 2019. The plant is currently at 55% of its rated capacity of 590m³/d.

Chart 1. Raw Flows in 2020 Compared to 2019



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

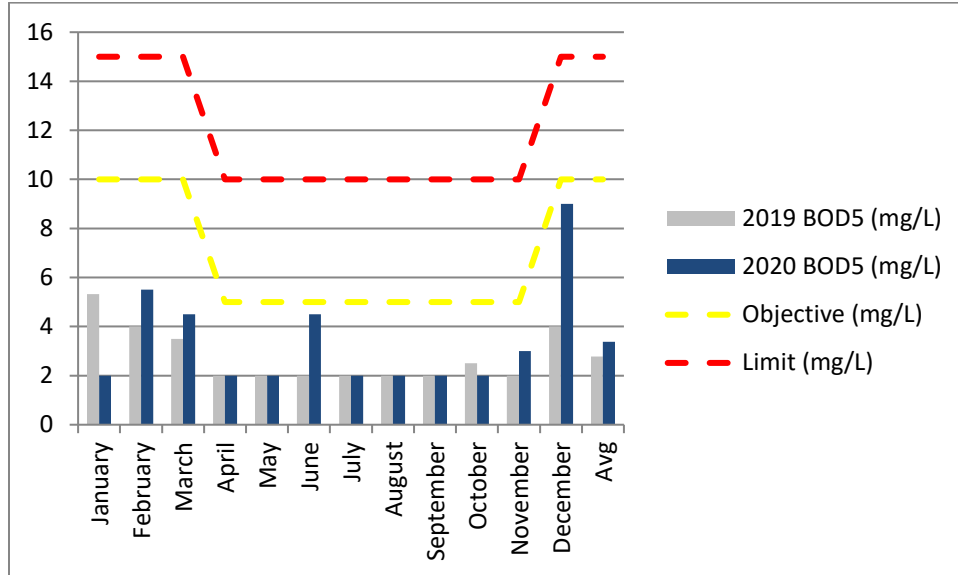
Table 1. Raw water sample results for 2020..

	BOD5 (mg/L)	TKN (mg/L)	TP(mg/L)	TSS (mg/L)
January Results	203.5	34.6	4.455	137.5
February Results	118.5	25.55	3.555	100.5
March Results	100	25.45	2.475	105
April Results	124	31.15	3.34	124.5
May Results	61.5	27.1	2.33	32.5
June Results	132.5	36.9	3.42	109.5
July Results	158.7	37.4	3.61	168.7
August Results	163.5	35	3.81	209
September Results	52.5	21.4	2.28	59.5
October Results	84	26.8	2.95	64
November Results	119	41.45	4.73	148
December Results	84.667	44.433	2.83	168
Annual Average	117.23	32.94	3.31	122.69

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

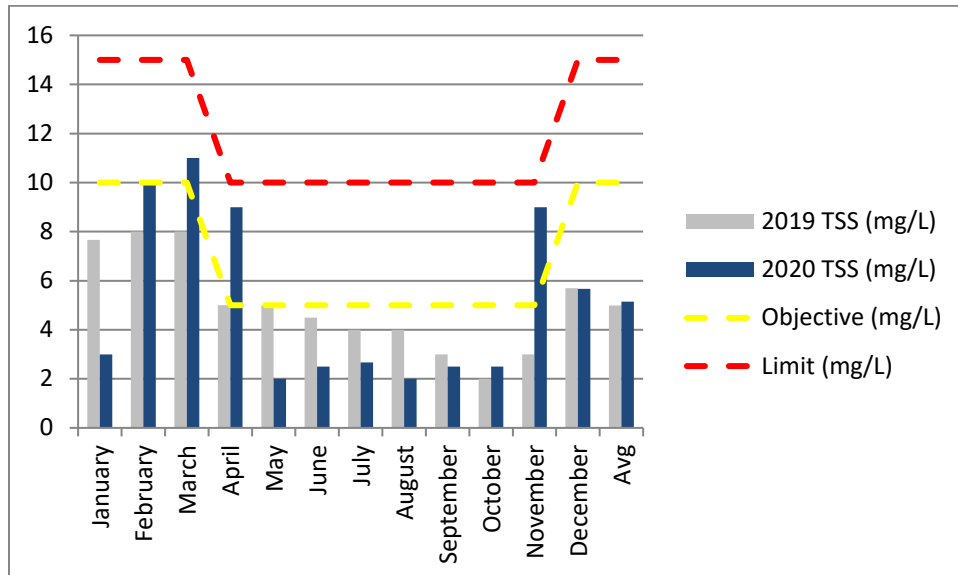
The average effluent BOD5 for 2020 is 3.4mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for BOD5 in 2019 was 2.78mg/L, therefore the results for 2020 so far are up by 21.5% when compared to 2019 (refer to Chart 2).

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



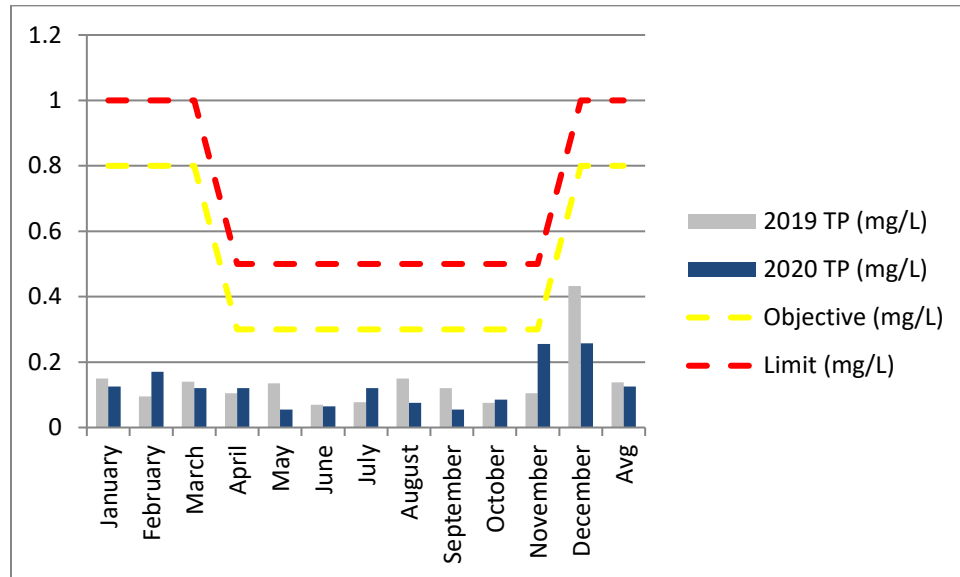
The average effluent TSS for 2020 is 5.2 mg/L, meeting the effluent limit identified in the ECA but exceeding the objective in March, April and November. The annual average result for TSS in 2019 was 5mg/L, therefore the results for 2020 are up by 3% when compared to 2019 (refer to Chart 3).

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



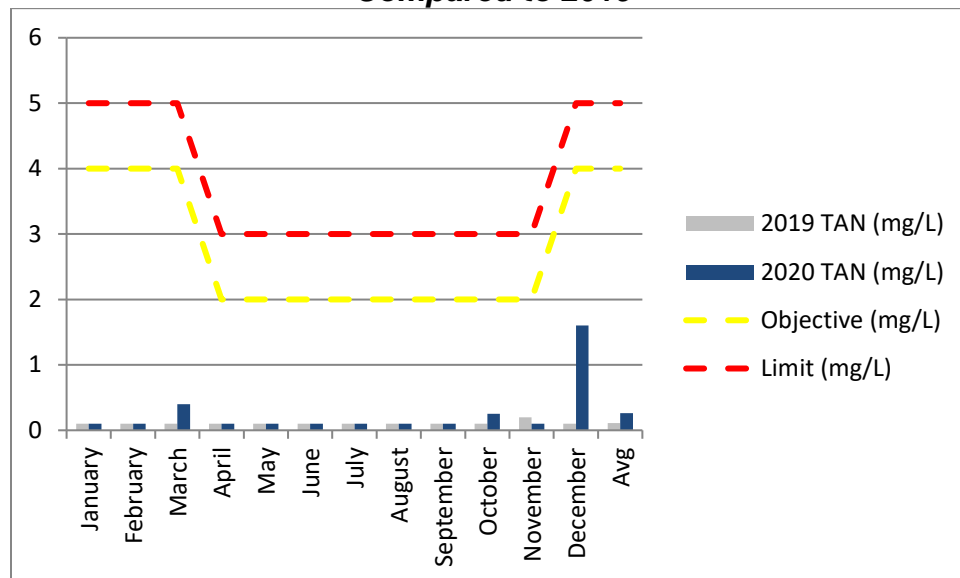
The average effluent TP for 2020 is 0.13mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TP in 2019 was 0.14mg/L, therefore the results for 2020 are down 9% when compared to 2019 (refer to Chart 4).

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



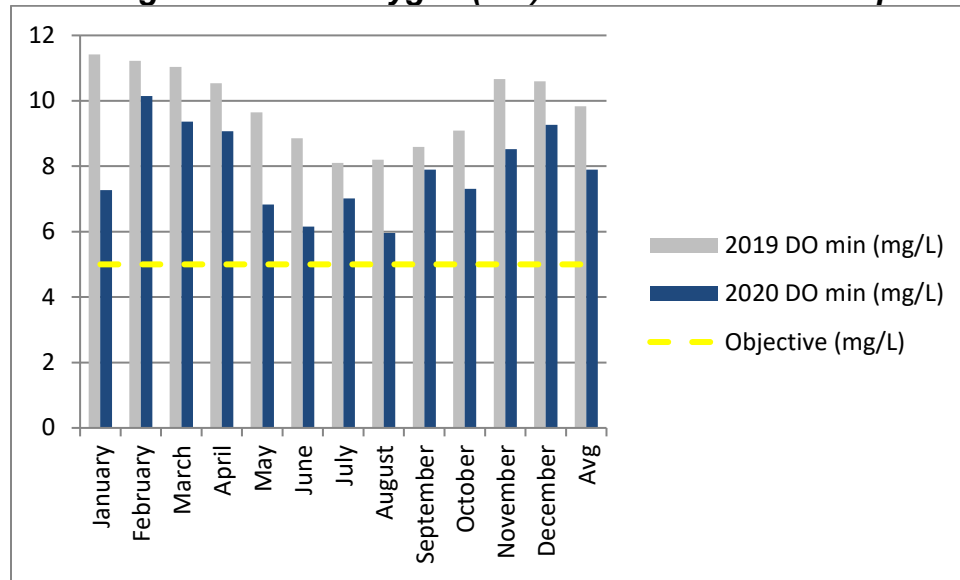
The average effluent TAN for 2020 is 0.26 mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2019 was 0.11mg/L, therefore the results for 2020 so far are up by 142% when compared to 2019 (refer to Chart 5).

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



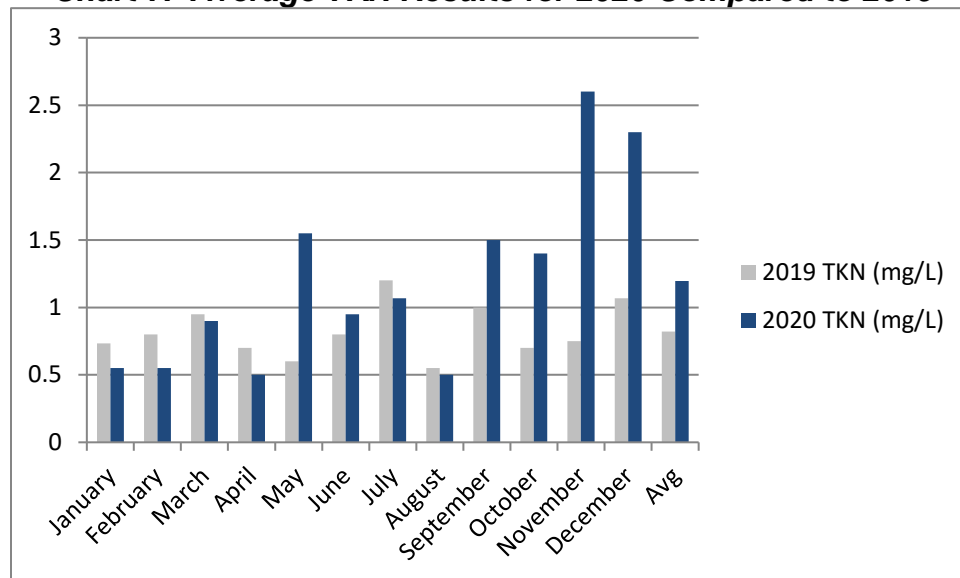
Dissolved oxygen (DO) of the effluent is tested on site at the plant; the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (Chart 6) shows the minimum DO concentrations, there have been no objective exceedances.

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



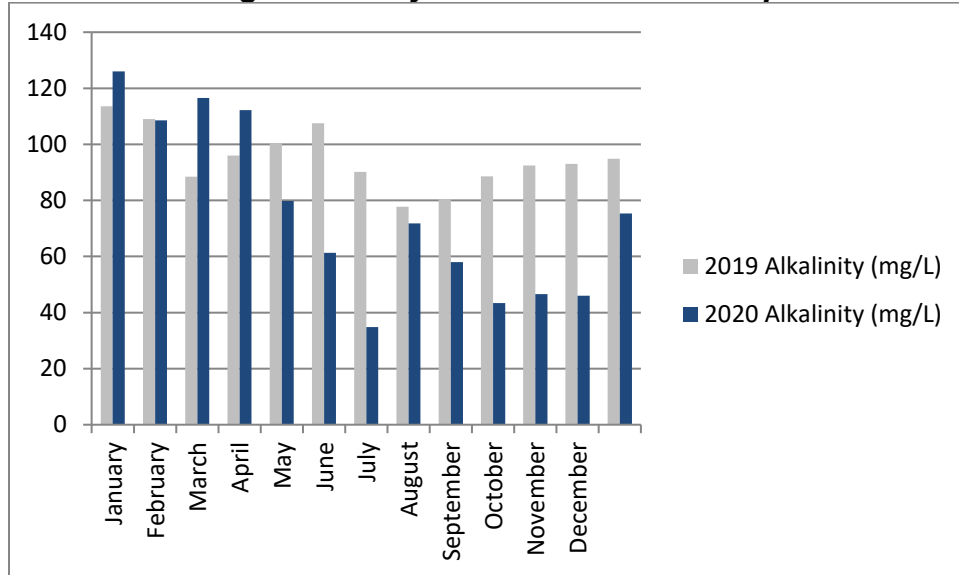
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2020 is 1.19 mg/L. The annual average result for TKN in 2019 was 0.82mg/L; therefore the results for 2020 so far are up by 46% when compared to 2019 (refer to Chart 7).

Chart 7. Average TKN Results for 2020 Compared to 2019



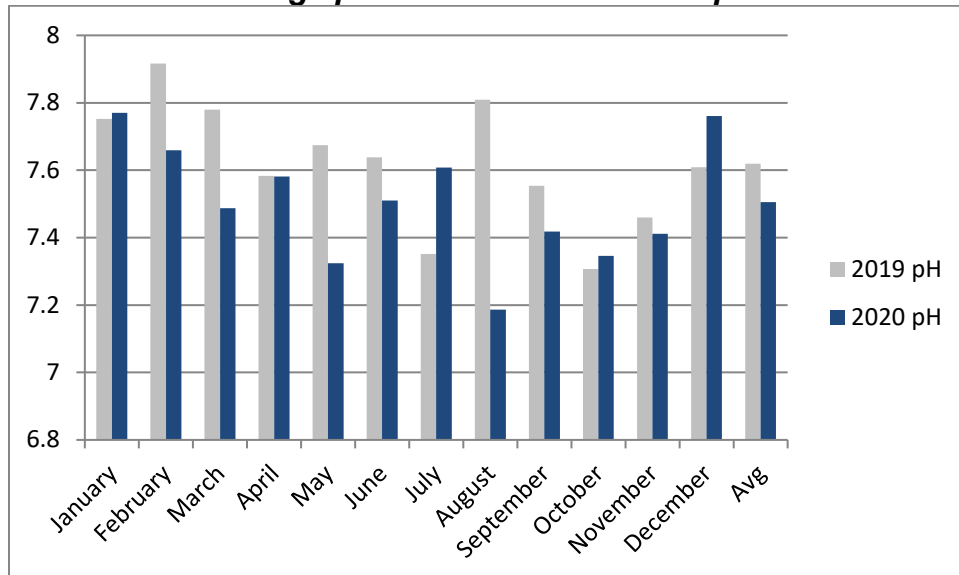
Alkalinity is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2020 is 75mg/L. The annual average result for alkalinity in 2019 was 94.8mg/L, therefore the results for 2020 so far are down by 20% when compared to 2019 (refer to Chart 8).

Chart 8. Average Alkalinity Results for 2020 Compared to 2019



pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2020 so far is 7.50. The annual average result for pH in 2019 was 7.62; therefore the results for 2020 is down by 1.5% when compared to 2019 (refer to Chart 10).

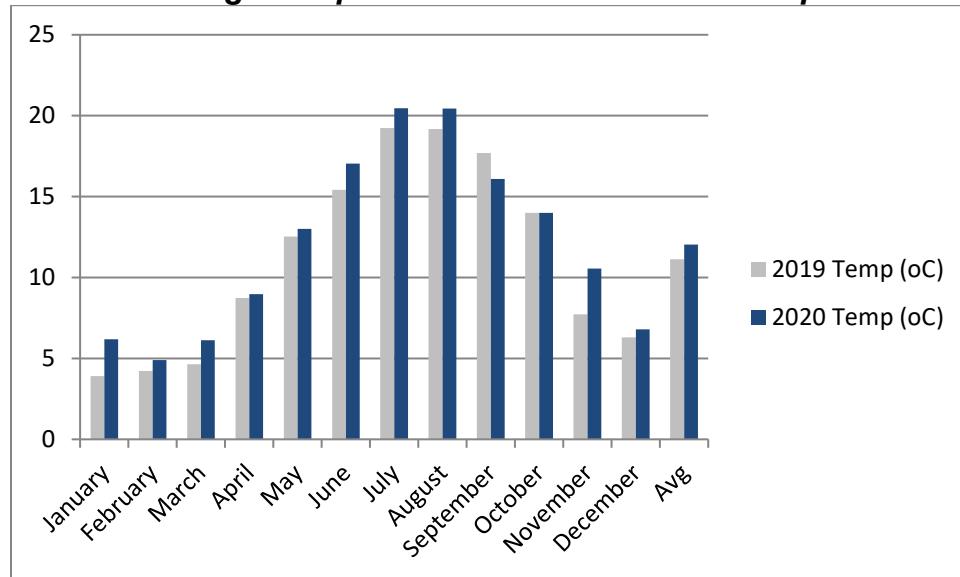
Chart 9. Average pH Results for 2020 Compared to 2019



Temperature is measured at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2020 is 12°C. The

annual average temperature in 2019 was 11.1°C, therefore the results for 2020 are up 8.2% when compared to 2019 (refer to Chart 11).

Chart 10. Average Temperature Results for 2020 Compared to 2019



SECTION 4: OCCUPATIONAL HEALTH & SAFETY

FIRST QUARTER:

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

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

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

SECOND QUARTER:

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

THIRD QUARTER:

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

FOURTH QUARTER:

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

SECTION 5: GENERAL MAINTENANCE

FIRST QUARTER:

JANUARY:

Contractors on site various days for PLC upgrade.

02: Alum system flushed due to airlocks.

15: Alum day tank topped up.

16: Pumped out scum chamber.

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

26: Alum system flushed due to airlocks.

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

29: Alum system flushed due to airlocks.

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

FEBRUARY:

13: Kone Cranes on site to complete lifting device inspections

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

20: Municipality completed mowing of lagoon edges

21: Flowmetrix on site to scale new flowmeters to SCADA

24: Low Set tests; operator changed WAS cycle from 7 times per day to 5 times per day. Manholes on Third Street and Stinson checked.

MARCH:

Contractors on site various days for PLC upgrade.

02: Alum system flushed due to airlocks.

03: Pumped out Rodney PS chamber.

04: Topped up alum day tank. Operator mounted new effluent water pump in the filter building.

05: Alum system flushed due to airlocks.

09: RAS Pump 1 faulted due to a clogged impellor. Operator disconnected pump, cleared out the impellor and returned RAS Pump 1 to service.

12: Alum system flushed with hot water to clear blockages. Operator found leak on Pump 1 cartridge. Replaced pump cartridge and returned Pump 1 to service.

18: Diverted flow from plant to lagoon. Operator pumped out the clarifier to inspect lower end of the scraper arm. Flowmetrix was on site to calibrate flowmeter.

20: Inspection of clarifier lower arm complete; no damage found. Wastewater flow returned to the plant instead of the lagoon.

SECOND QUARTER:

APRIL

- 01: UV installed for seasonal use.
- 17: Cleared foam and debris from the aeration v-notches. Operator attempted to clear the pipe from RAS containment pit using a plumbers 'snake'. T&T Power and RVA on site for walkthrough.
- 20: Gerber Electric performed annual maintenance on RAS/WAS pumps.

MAY

- 06: Gerber electric replaced a GFCI.
- 11: Repaired RAS building sump pipe. Patched RAS building sump.
- 12: Gerber Electric on site to investigate clarifier scum pump not working in auto mode. Electrician repaired the switch; the scum pump now works in manual/hand mode. Gerber Electric also investigated the bar screen scraper float which was not activating the bar screen scraper. A faulty relay was found to be the cause. A new relay has been ordered and the bar screen scraper was left running in hand mode.
- 13: Performed troubleshooting of the WAS flow engineering units in SCADA with T&T technician.
- 15: Installed new 6V battery in the dialer.
- 20: Changed bulb on the UV.
- 26: Changed 2 bulbs on the UV and cleared the UV slot in the effluent channel of sand and debris.
- 28: Performed WAS flow meter/SCADA troubleshooting with Flowmetrix technician.

JUNE

- 03: Added air to 'pipe pig' at the lagoon overflow.
- 04: Changed light bulbs on the aeration deck. Transferred alum from the large tank to the day tank. At the request of Flow Metrix for WAS flow meter troubleshooting the electronics of the meter was inspected, no signs of water corrosion or loose wires. Inspected and added grease to aeration mixers.
- 09: Performed trial of SCADA controlled WAS (waste active sludge) cycle. The trial was unsuccessful; the flow meter records faults, likely due to air siphoned from the return line, which makes the total waste volume inaccurate during the SCADA controlled cycle. WAS cycles will continue to be performed manually by the operators.
- 10: Removed old influent auto sampler and placed new auto sampler in cabinet.
- 15: Gerber Electric replaced faulty relay on the bar screen scraper. A UV light bulb burnt out and was replaced.
- 19: A UV light bulb burnt out and was replaced.
- 22: Gerber Electric was on site to investigate GFCI outlet in the influent auto sampler. A crossed wire in the new auto sampler was causing the GFCI to trip. Gerber's electrician corrected the issue.
- 23: Flowmetrix technician was on site to investigate the WAS flow meter faults. The technician collected more data on the flow meter; the WAS cycle will continue to be performed manually. Gerber Electric was on site to replace a faulty float to activate the bar screen scraper. Additionally, the counter arm used to control the bar screen scraper had rusted off and was replaced with a piece of plastic. The bar screen scraper will now

operate correctly in auto mode. Gerber Electric replaced batteries for the emergency lights in Building B (RAS pump room) and the lime room. The new effluent auto sampler was installed in its permanent location.

- 24: Removed old effluent auto sampler.
- 25: Performed trials on new auto samplers; auto sampler operated correctly.
- 26: Configured the influent and effluent auto samplers with programs for 24hr sampling each day of the week.
- 29: Nevro technician was on site to evaluate and provide quotes for a replacement filter backwash pump, a mechanical seal rebuild on RAS pump 2 and repair on the aeration mixer 1 coupler.

THIRD QUARTER:

JULY

- 06: The manhole at the dead end of Third Street had a small blockage at one of the residential drain lines. A 10L jug of water was poured down the manhole to clear the debris. With the blockage cleared flow was observed leaving the residential line; overall flow in the manhole was acceptable.
- 14: Flowmetrix technician was on site for WAS flow meter troubleshooting. The technician replaced a cable to the flow meter which was causing erratic readings. The meter performance has improved but active sludge wasting cannot be controlled through SCADA. The new meter is sensitive to air bubbles and with the current piping configuration, air is back siphoned through the return line when the wasting line is opened. Active sludge wasting will continue to be performed manually.
- 14: Flow was diverted after the clarifier to the lagoon to allow for work on the sand filters. Hurricane Hydrovac was on site and removed the old sand from the sand filter chambers.
- 15: Air lances installed in the sand filters in preparation for the addition of new sand to the filter chambers.
- 16: Continental Carbon Group was on site to install new sand into the sand filters.
- 17: Sand filters were returned to operation.
- 20: Diverted flow after the clarifier to the lagoon to allow for work on the sand filters. Hurricane Hydrovac on site to remove sand from the south filter, to remove sand from the effluent/UV channel, and to remove sand from a broken bag in front of the filter building. Flow was returned to the sand filters after work was complete.
- 21: Troubleshooting performed on the UV intensity meter. The meter was reading off-scale high. Trojan Technologies Inc. will be contacted.
- 23: Paramount Power has been contacted for warrantee work on the malfunctioning Rodney Pump Station generator automatic transfer switch. Trojan Technologies Inc. was contacted regarding the UV intensity meter. The tech support agent stated that the current intensity detector is obsolete, it is past its replacement age and will not provide accurate readings. As per Senior Operations Manager, current practices of UV bulb operation checks, regular UV bulb/effluent channel cleaning and monitoring the bi-weekly Bacti sample results will be used to ensure the UV is operating correctly.
- 27: Rinsed down the effluent channel. Called Bell Canada regarding Rodney pump station alarm line; a technician visit was scheduled for July 28th.
- 28: Bell Canada was contacted several times throughout the day, the technician did not show up to investigate the Rodney pump station alarm line. The Bell technician visit was re-scheduled for July 29th.

- 29: Bell Canada was contacted regarding the Rodney pump station alarm line. The technician was not available, the operator re-stated the importance of the phone line and re-escalated the service call. The service call was re-scheduled for July 30th.
- 30: Chemtrade was on site to deliver alum. Bell Canada was contacted regarding the service call. A Bell technician arrived on site at 14:18 but did not specialize in the equipment at the pump station and was unable to resolve the issue. A different Bell service technician will be sent to troubleshoot the pump station alarm line.
- 31: Bell Canada was contacted regarding the pump station alarm line. The technician was unavailable but the service call was escalated again. Drained water from the sand filter air compressor.

AUGUST

- 03: Bell technician on site to repair the communication between the Rodney Pump Station PLC and the Rodney Sewage Treatment Plant SCADA. The technician was unable to fix the issue but put in a referral to the business department.
- 04: Bell technician was on site and repaired wiring which fixed the communication error between the Rodney PS and the Rodney STP. Replaced and tested air valves for the sand filters.
- 10: Pumped down the clarifier scum chamber. Pumped down the RAS building sump. Rinsed down the effluent channel. Performed troubleshooting on sand filter air compressor air pressure. An air leak was found at the petcock valve, the valve will be replaced. New pressure gauges were installed on the effluent water line before and after the pressure tank.
- 11: RAS pump backwashed into the RAS building pit to clear debris from the pump and restore flow rate. RAS building rinsed down and the RAS building sump pumped down.
- 13: Ronnie's Generator on site to perform a repair under warranty of the automatic transfer switch (ATS) for the Rodney Pump Station generator. The ATS controller was replaced.
- 17: Performed troubleshooting on the sand filters. The backwash weir height was adjusted and an air lance was used to blow out and unclog sand filter lines. 10L jug of water was poured down the manhole at the dead end of Third Street to clear debris from one of the residential lines. Water was observed flowing from the residential line after the debris was cleared.
- 18: Installed new auto dump valve on the sand filter compressor to replace the leaking petcock valve. Used an air lance to unclog the sand filter lines.
- 20: Contacted Dynasand for assistance with the sand filters. The repair technician provided information on troubleshooting and improving filter performance. Rinsed down the aeration deck.
- 21: Replaced the oil separator filter on the sand filter compressor which increased filter backpressure to normal levels. Removed the south east sand filter air lance to unplug it and found that holes had been worn through the shaft which will cause air to escape at the bottom rather than the top. The air lance will need to be repaired.
- 27: Performed manhole inspections in Rodney.

SEPTEMBER

- 02: Operators completed maintenance on sand filters to allow proper operation and consistent flows.
- 03: Nevtro on site to pick up backwash pump from filter building. Pump was quoted in August and manager gave approval to get work completed.
- 08: Removed pump #2 in RAS building as the coupler had sheered apart. Operator found the pump seized, removed impeller assembly from volute for pick up by Nevtro.
- 09: Nevtro on site to pick up pump#2 for quoting and air lance from SE corner of sand filter as it had a hole worn through.
- 16: Hurricane Hydrovac on site at pump stations to clean out well.
- 18: Gerber Electric on site to install new exterior lights on administration building, RAS building and filter building.

FOURTH QUARTER:

OCTOBER

- Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.
 - Third Street and Stinson Street man holes checked weekly for buildup.
 - All sewers in town inspected and flushed by Hurricane.
- 05: Sewer backup 209 Third Street. Had Hurricane Hydrovac inspect and flush past service and in area until flow was achieved.
 - 20: Shut down and removed UV lights for season.
 - 31: Gerber Electric on site to adjust overload amperage on pump 2 at pump station, as it was faulting.

NOVEMBER

- Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.
 - Third Street and Stinson Street man holes checked weekly for buildup.
- 12: Operator found problems with RAS/WAS pump 1. Operator pulled pump apart to clean debris from volute and impeller.
 - 23: Operator found issues with RAS/WAS pump 1. Pump was pulled apart and found that the wear plate was beyond repair. Nevtro was called and pump 1 was moved to pump 2 volute as pump 2 is out for repair. RAS pump was set to operate and tested in operation.
 - 24: Operator tried to complete generator monthly test at pump station; received over voltage alarm and unable to keep running. Albert's Generator was on site to troubleshoot, but was unable to repair as computer hook up was required by the dealer.
 - 25: Started inquiring a repair plan for generator; contacted Paramount Power Kohler dealer for Ontario.

DECEMBER

- Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.
 - Third Street and Stinson Street man holes checked weekly for buildup.
- 01: Farmington on site for back flow testing.
 - 04: Gerber Electric on site to test pump station pump 2; readings show the pump is faulted.

- 08: Operators pulled pump station pump 2 and found no clogs; the pump will not run in hand. Removed volute from RAS pump.
- 09: Nevro picked up pumps for service.
- 09: Ronnie's Generator on site to repair generator at pump station; 3 transformers replaced.
- 16: Operators switched from outside tank to day tank for alum until order arrives in New Year.
- 30: Flowmetrix on site to repair flow meter; loose wiring or look computer board system working, spare display was left in case required over long weekend.

SECTION 6: ALARM SUMMARY

FIRST QUARTER:

JANUARY:

No alarms to report this month.

FEBRUARY:

No alarms to report this month.

MARCH:

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

SECOND QUARTER:

APRIL

- 17: Suspected voltage drop or phase drop caused aeration mixers to turn very slowly and fault. Hydro one was called and tested voltages but did not discover an issue. After Hydro One tested the voltage, the aeration mixers worked normally.
- 26: Alarm for Rodney Pump Station; Alarm cleared before operator arrived on site.
- 28: Alarm for Rodney Pump Station; Alarm cleared before operator arrived onsite.

MAY

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

JUNE

- 10: Received alarm at 19:50 that main power was out. This occurred during a severe thunderstorm. Operator arrived on site, reset main breaker and re-started alum pump and RAS pump 1.
- 25: Power outage occurred at 14:57. Operator diverted flow to the lagoon at 16:37. Power returned at 18:21; restored plant to normal operating condition, restored flow to the plant and stopped diverting to the lagoon.

THIRD QUARTER:

JULY

- 10: Received an alarm call from Spectrum at 19:01 for Rodney STP channel 7. Alarms for both high clarifier flow and UV general fault were active. The UV was operating normally, all bulbs were operational and UV intensity was normal. The alarm may have been caused by a power flicker. The high clarifier flow was caused by heavy rainfall. Another alarm call was received from Spectrum for Rodney STP at 20:52. The alarm for UV general fault was active. All UV bulbs were on but the intensity was blinking 1.6 and 3.0. The panel was reset and the alarm cleared. The alarm may have been caused by high flows from heavy rain. Partially diverted flow after the clarifier to the lagoon to reduce the flow going to the UV and disabled the UV alarm. The on call operator arrived on site on Sunday July 12th at 09:00 to check on the UV. Three UV alarms and three high flow alarms were recorded Saturday; all alarms had cleared when checked Sunday morning. The effluent channel and installed UV bulb racks were rinsed down. The UV was operating normally with all bulbs on and normal UV intensity, the operator then left the site.
- 18: Alarm occurred at 19:44. Rodney Pump Station alarm was active. On-call operator arrived at the pump station and found the generator running without a power failure. It was determined that the automatic transfer switch for the generator had malfunctioned. Gerber electric was contacted and provided instructions to the on call operator on manually returning the generator to normal power and turning the generator off.
- 26: Received alarm call from Spectrum, Rodney pumps station alarm was active. There is no PLC interface at the Rodney pump station to identify the cause of the alarm. The on-call operator determined that the alarm was likely due to phone line issues. The alarm for the pump station was disabled; Bell Canada will be contacted on Monday July 27th.

AUGUST

- 01: Received an alarm at Rodney STP for high effluent flow caused by a large amount of rain during a storm.
- 16: Received an alarm at Rodney STP. Arrived on site and found the power was off. Reset main breaker, alum pump and RAS pump. Performed plant walkthrough; facility was operating as designed. Went to Rodney PS; alarm had cleared and facility was operating normally. Power outage and high flows were likely caused by a thunderstorm.
- 22: Received an alarm at Rodney STP. Arrived on site and found the alarm was for the Rodney PS. The alarm was for high level. Pumped the wet well down in hand mode then returned pumps to auto control. The pump station operation was monitored. Both pumps operated correctly under auto control.

SEPTEMBER

- 04: Operator received page for high level at pump station. Operator pumped down and cleared alarm.
- 05: Operator received page for high level at pump station. Operator pumped down and observed large debris in wet well, and notified OPS manager.
- 06: Operator received page for power flicker. Operator attended site and reset main breaker switch and started systems back up.

FOURTH QUARTER:

OCTOBER

- 15: Operator received loss of power alarm. Operator attended site and reset main breaker and all pumps.
- 23: Operator received page for power outage. Operator arrived on site and reset main breaker and all pumps

NOVEMBER

- 15: Operator received loss of power alarm. Operator attended site and reset main breaker and all pumps.
- 21: Operator received page channel 7. Upon arrival all alarms were clear and operator checked system to ensure all systems were operational.

DECEMBER

- 30: Operator received page; found the flow meter not operating. Operator consulted with SOM and PCT; calculate pump hours to calculate plant flow until unit is fixed.

SECTION 7: COMMUNITY COMPLAINTS & CONCERNS

FIRST QUARTER:

No complaints or concerns to report this quarter.

SECOND QUARTER:

No complaints or concerns to report this quarter.

THIRD QUARTER:

There were no complaints or concerns this quarter.

FOURTH QUARTER:

There were no complaints or concerns this quarter.



Staff Report

Report To: Council Meeting
From: Jackie Morgan-Beunen, CBO
Date: 2021-03-11
Subject: Building Activity Report February 2021

Recommendation:

That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, CBO re: Building Permit Report for February 2021 for information purposes.

Purpose:

The purpose of this report is to provide Council with information regarding the type of permits issued between February 1st to 28th, 2021 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 February: **3**
- Total Number of those being Demolition Permits issued: **0**
- Number of New Residence Building Permits within: **0**

Summary of Permits issued Year-To-Date:

- 2021: Number of Permits Issued to end of February: **4**
- 2020: Number of Permits Issued to end of February: **10**
- 2021: Total Construction Value to end of February: **\$105,000.00**
- 2020: Total Construction Value to end of February: **\$1,432,700.00**
- 2021: Total Permit Fees to end of February: **\$1,132.88**
- 2020: Total Permit Fees to end of February: **\$11,917.29**

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Building Activity Report March 2021 - 2021-03-Building.docx
Attachments:	<ul style="list-style-type: none">- Feb 2021 Permit Summary.PDF- Feb 2021 Permit list.PDF- Jan- Feb 2021 Permit Summary.PDF- Jan - Feb 2020 Permit Summary.PDF- Feb 2020 Permit Summary.PDF
Final Approval Date:	Mar 4, 2021

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: FEB 1,2021 and FEB 28,2021

Grouped by Structure Type

Structure Type:	Assembly Hall	Value	\$49,000.00	
Code:	460	Fees	\$490.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	905.00	Sq. Feet
Structure Type:	Detached Garage Types 1-5	Value	\$50,000.00	
Code:	101	Fees	\$317.88	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	1.536.00	Sq. Feet
Structure Type:	Unspecified Residential Structure	Value	\$5,000.00	
Code:	399	Fees	\$200.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	310.00	Sq. Feet
		Total Value	\$104,000.00	
		Total Fees	\$1,007.88	
		Total Number	3	
		Total Area:	2.751.00	Sq. Fee

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Permit List

Permits By Issued Date - Between: FEB 1,2021 and FEB 28,2021

Permit Number	2021-0002	Date Applied	12/02/2021	Date Issued	12/02/2021	Date Completed	
				Date Expires	/ /	Occupancy Date	
Type	RESIDENTIAL ADDITION			Location	21527 GRAY LINE		
Action	Extend			Legal Description	CON 14 LOT 3		
Status	ISSUED			Roll Number	34-34-000-040-15600-0000		
MPAC Structure Code	399	Unspecified Residential Structure		Value	\$5,000.00	Fee	\$200.00
Stats Can Struct Code	150	Seasonal Dwelling - cottage,su		Gross Area	310		
Stats Can Work Code	02	Addition to Existing Bldg - Non Residential		Permit Area	310	Sq. Feet	/
				Dwelling Units Created/Lost:	0 0		
				<input type="checkbox"/> Applicant Is Owner			
Address							
Project Desc	10'X31' ADDITION OF LIVING SPACE - STRUCTURALLY INDEPENDANT OF TRAILER						

Permit Number	2021-0003	Date Applied	12/02/2021	Date Issued	16/02/2021	Date Completed	
				Date Expires	/ /	Occupancy Date	
Type	RESIDENTIAL ACCESSORY BUILDING			Location	24424 ARGYLE LINE		
Action	Erect			Legal Description	CON 3 ED S PT LOT 18		
Status	ISSUED			Roll Number	34-34-000-070-02902-0000		
MPAC Structure Code	101	Detached Garage Types 1-5		Value	\$50,000.00	Fee	\$317.88
Stats Can Struct Code	450	Maint Bldg - Hangar, Repair Sh		Gross Area	1,536		
Stats Can Work Code	01	New Construction		Permit Area	1,536	Sq. Feet	/
				Dwelling Units Created/Lost:	0 0		
				<input checked="" type="checkbox"/> Applicant Is Owner			
Address	24424 ARGYLE LINEWEST LORNE, ON N0L 2P0						
Project Desc	CONSTRUCT 32'X 48' X 16' SIDEWALL DETACHED STORAGE SHED. OWNER AWARE						

Permit Number	2021-0004	Date Applied	12/02/2021	Date Issued	16/02/2021	Date Completed	
				Date Expires	/ /	Occupancy Date	
Type	IND\COM\IST CONSTRUCTION PERMIT			Location	142 JOHN ST		
Action	Repair			Legal Description	PLAN 68 BLK P LOT 5,6		
Status	ISSUED			Roll Number	34-34-036-002-49800-0000		
MPAC Structure Code	460	Assembly Hall		Value	\$49,000.00	Fee	\$490.00
Stats Can Struct Code	540	Restaurant, Bar, Tavern, Night		Gross Area	905		
Stats Can Work Code	03	Alteration and Improvements		Permit Area	905	Sq. Feet	/
				Dwelling Units Created/Lost:	0 0		
				<input type="checkbox"/> Applicant Is Owner			
Address							
Project Desc	REPAIR DAMAGE BY MOTOR VEHICLE ACCIDENT TO NORTH SIDE OF BUILDING						

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Permit List

Permits By Issued Date - Between: FEB 1,2021 and FEB 28,2021

Report Summary

Permit Type	Permit Value	Permit Fee	Permit Count
IND\COM\IST CONSTRUCTION PERMIT	49,000.00	490.00	1
RESIDENTIAL ACCESSORY BUILDING	50,000.00	317.88	1
RESIDENTIAL ADDITION	5,000.00	200.00	1
<hr/>			
	Total Value	\$104,000.00	
	Total Fees	\$1,007.88	
	Total Permits	3	
	Total Area	2,751 Sq. Ft.	
		0 Sq. Meters	

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2021 and FEB 28,2021

Grouped by Structure Type

Structure Type:	Assembly Hall	Value	\$49,000.00	
Code:	460	Fees	\$490.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	905.00	Sq. Feet
Structure Type:	Detached Garage Types 1-5	Value	\$50,000.00	
Code:	101	Fees	\$317.88	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	1.536.00	Sq. Feet
Structure Type:	Unspecified Residential Structure	Value	\$6,000.00	
Code:	399	Fees	\$325.00	
		Septic Fees	\$0.00	
		Number	2	
		Gross Area:	382.00	Sq. Feet
		Total Value	\$105,000.00	
		Total Fees	\$1,132.88	
		Total Number	4	
		Total Area:	2.823.00	Sq. Fee

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Permit Summary Report

Permits By Issued Date - Between: JAN 1,2020 and FEB 29,2020

Grouped by Structure Type

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	\$2,500.00	
Code:	117	Fees	\$200.00	
		Septic Fees	\$200.00	
		Number	1	
		Gross Area:	430.00	Sq. Feet
Structure Type:	Detached Garage Types 1-5	Value	\$1,000.00	
Code:	101	Fees	\$75.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	540.00	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:	Single Family Detached	Value	\$740,000.00	
Code:	301	Fees	\$4,173.85	
		Septic Fees	\$1,542.00	
		Number	3	
		Gross Area:	3,913.00	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:	Type III Uninsulated Barn	Value	\$25,000.00	
Code:	203	Fees	\$306.44	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	1,536.00	Sq. Feet
Structure Type:	Unspecified Residential Structure	Value	\$15,000.00	
Code:	399	Fees	\$500.00	
		Septic Fees	\$500.00	
		Number	1	
		Gross Area:		Sq. Feet
		Total Value	\$1,432,700.00	
		Total Fees	\$11,917.29	
		Total Number	10	
		Total Area:	8,854.00	Sq. Fee

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Permit Summary Report

Permits By Issued Date - Between: FEB 1,2020 and FEB 29,2020

Grouped by Structure Type

Structure Type:	Detached Garage Types 1-5	Value	\$1,000.00	
Code:	101	Fees	\$75.00	
		Septic Fees	\$0.00	
		Number	1	
		Gross Area:	540.00	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:	Single Family Detached	Value	\$500,000.00	
Code:	301	Fees	\$2,693.80	
		Septic Fees	\$1,542.00	
		Number	2	
		Gross Area:	2,100.00	Sq. Feet
		Total Value	\$504,000.00	
		Total Fees	\$2,968.80	
		Total Number	4	
		Total Area:	2,825.00	Sq. Fee



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2021-03-11
Report: 2021-06
Subject: Monthly Report – February 2021

Recommendation:

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

Purpose:

To provide Council with an update on fire department activities in the month of February 2021.

Background:

Emergency Responses

Motor Vehicle Collision (MVCs)	2	Hwy 401
Fire	1	Homeowner extinguished
Alarms Sounding	1	Cancelled en route
Medical – assist EMS	1	Lift assist
TOTAL	5	

Training & Meetings

Five firefighters including two new recruits have joined the 2021 NFPA 1001 Firefighter Recruit Course in Oxford County after completing small group in-house training in February. Truck checks and routine station duties continue utilizing small groups, with a plan to return to training this month.

The new recruits successfully completed agility testing, which tests the physical ability to complete basic firefighting tasks.

Other Activities/Information

Inspection was completed at the Rodney Recreation Centre. Staff are currently working on correcting the identified deficiencies.

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Monthly Activity Report - February - 2021-06-Fire.docx
Attachments:	
Final Approval Date:	Mar 9, 2021

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

Jana Nethercott



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2021-03-11
Report: 2021-07
Subject: Incident Summary for 2020

Recommendation:

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief for information purposes.

Purpose:

To provide Council a summary of the Emergency Incidents/Fire Calls that the Fire Department responded to in 2020.

Background:

Type	# of Calls
Fire – Structure	6
Fire – Other (Vehicle, grass etc)	10
Alarms Sounding – Smoke/CO	20
Medical Assist	8
Public Hazard – wires down, gas leak	13
Rescue - Motor Vehicle Collisions	19
Unauthorized controlled burns – Covid burn ban included	12
Other – pre fire conditions (cooking), incident not found etc	13
TOTAL	101

Fire Loss/Saved:

Estimated Loss	\$262,500
Estimated Property Saved	\$770,000

Comment:

Although the global pandemic created unique challenges for the Fire Department in 2020, the members handled those challenges with professionalism and continued to demonstrate their ongoing dedication to the residents of the Municipality.

Report Approval Details

Document Title:	Incident Summary for 2020 - 2021-07-Fire.docx
Attachments:	
Final Approval Date:	Mar 9, 2021

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

Jana Nethercott



Staff Report

Report To: Council
From: Tom Mohan, Drainage Superintendent
Date: 2021-03-11
Subject: Award Tender – Arvai Drain

Recommendation:

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

That West Elgin Council hereby awards the tender to the lowest bidder McNally Excavating Ltd. in the amount of \$34,200.00 plus applicable taxes.

Purpose:

The purpose of this report to Council is to award the drain tender for construction of the Arvai Drain

Background:

The attached Tender Summary sheet details the tenders received for the above noted drain.

All tenders were reviewed by Drainage Superintendent to verify their accuracy

Report Approval Details

Document Title:	Award tender Arvai Drain - 2021-03-Drainage.docx
Attachments:	- Arvai Drain tender results.doc
Final Approval Date:	Mar 8, 2021

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

Jana Nethercott

DRAIN TENDER RESULTS

DATE: 2021-03-04

NAME OF DRAIN: Arvai Drain

CONTRACTOR	TENDER PRICE plus HST	INSURANCE	CERT. CHQ. ENCLOSED	START DATE	COMPLETION DATE
McNally Excavating	\$38,646.00			Apr. 15 / 2021	Dec.20 / 2021
Newday Excavation	\$39,550.00			Apr.26 / 2021	Apr.30 / 2021
GW. Clarke Drainage	\$49,381.00			May10 / 2021	June1 / 2021
Murray Mills Excavating & Trucking	\$99,790.00			Mar.30 / 2021	June15 / 2021

O:\drains\DRAIN TENDER RESULTS form.doc



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2021-03-11

Subject: 2021 Dust Suppressant

Recommendation:

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

That West Elgin Council hereby accepts the quote submitted by Eastern Oilfield Services Ltd. at a cost of \$79,875.00 plus applicable taxes for supply & application of dust suppressant included in the 2021 municipal budget.

Purpose:

To accept the quote from Eastern Oilfield Services Ltd. for the supply, haul and spread of approx. 2,250,000 liters of natural dust suppressant.

Background:

Five quotes were received by the deadline of February 12, 2021 and are listed below (before taxes) –

1. Pollard Highway Products Ltd.	\$180,000.00
2. Den-Mar Brines Limited.	\$202,500.00
3. 552976 Ontario Limited	\$224,100.00
4. Da-Lee Group	\$286,875.00
5. Eastern Oilfield Services Ltd.	\$79,875.00

Financial Implications:

This years' dust suppressant tender received interest from 5 suppliers and included a very competitive submission from Eastern Oilfield Services Ltd. of Bothwell, Ontario. A large portion of the tender amount comes from transportation of the product. Eastern's supply is local to the West Elgin area, which helps greatly reduce the overall cost. Staff have spoken with Eastern about any foreseeable delivery issues and reviewed all submitted documentation including a lab analysis of their product. While the municipality has not dealt with Eastern Oilfield Services Ltd. in prior years, staff have no reason to believe the company will not fulfill the tender commitments. If selected, this will equate to approx. \$100,000.00 in savings over the budgeted amount of \$180,000.00.

Report Approval Details

Document Title:	2021 Dust Suppressant - 2021-06-Operations Community Services.docx
Attachments:	
Final Approval Date:	Mar 8, 2021

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: 2021-03-11

Subject: February 2021 – Monthly Report

Recommendation:

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

Purpose:

To provide Council with an update on operations carried out during the month of February 2021

Background:

Utilities

- Snowmelt during the latter part of February has generated an increase in locate requests, including the first phases of Furnival Road reconstruction.
- Water Valve identification markers have been ordered and will be installed once they arrive
- Review of the boiler systems at West Lorne's two wood flooring manufacturers has been completed and the required hardware has been ordered to properly meter water being used by the boilers. These upgrades should be installed and ready to use before the next water billing cycle.
- Additional duties included building maintenance, water reads, planning & development meetings and winter sidewalk operations.

Parks and Recreation

- Staff took advantage of the lack of people in the arena to complete painting projects in the dressing rooms, washrooms and warm room. The canteen area was also cleaned out.
- Persistent snowfall over the first 3 weeks of the month required many trips around Rodney and West Lorne with the trackless sidewalk plow. The blower was used on many of these days, as snowbanks were deep enough that the plow was less effective.
- Even though the Rec Center was closed to public use, the Tiny Tots program required staff to attend each day for cleaning purposes.

Public Works

- February was a busy month for winter maintenance on the roadways. Cold temperatures helped by a creating good depth of frost, which reduces damage to shoulders and gravel roads while making plowing operations safer. The downside to temperatures below -12 (which we had on many days) is the negative impact on salt effectiveness. Operators used

sand on these occasions, which provides traction and some melting capability while allow drifting snow to pass over without sticking.

- Staff kept busy between snow events on equipment maintenance and repair, the majority of which can be completed 'in house'.
- Warmer weather towards the end of the month allowed crews to cut wood and complete need sign repairs

Note – Department Supervisors also attended training sessions for the new City Wide – Maintenance Manager software being implemented this spring. This program will allow staff to track service requests, create work orders and add/update/review information for asset management purposes.

Report Approval Details

Document Title:	February 2021 - Monthly Report - 2021-08-Operations Community Services.docx
Attachments:	
Final Approval Date:	Mar 9, 2021

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: 2021-03-11

Subject: Spring Weight Restrictions

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services re: Spring Weight Restrictions on Municipal roads; and

That West Elgin Council adopt a by-law to establish a reduced load restriction period on municipal roads in accordance with Section 122 of the Highway Traffic Act, as presented in the by-law portion of the agenda.

Purpose:

The purpose of this report is to provide Council with information supporting the Reduced Load Restriction Period which will come forward for consideration under the by-law section of this meeting.

Background:

Under Section 122 of the Highway Traffic Act (as listed under the legislation section of this report) a municipality may, by by-law, designate roads under its jurisdiction to be weight restricted. This by-law may also set out start/end dates for the reduced load period, commonly referred to as the 'spring half load' season.

During spring thaw, roads are very susceptible to damage and weight is a key factor. The reduced load period caps gross weight of commercial vehicles to 5000 kilograms per axle. This restriction will apply to all roads under municipal jurisdiction, including gravel, surface treated and urban/rural paved. The Elgin County road network within West Elgin is generally full load, with the exception of County Road 5 (Dunborough) and County Road 9 (McDougall/Stalker).

Policies/Legislation:

Highway Traffic Act - Reduced load periods

122. (1) Subject to section 110, during a reduced load period no commercial motor vehicle or trailer, other than a public vehicle or a vehicle referred to in subsection (2), shall be operated or drawn upon any designated highway where the weight upon an axle exceeds 5,000 kilograms. R.S.O. 1990, c. H.8, s. 122 (1).

Idem

(2) Subject to section 110, during a reduced load period,

(a) no two axle tank-truck, while used exclusively for the transportation of liquid or gaseous heating fuel;

(b) no two axle truck, while used exclusively for the transportation of livestock feed; and

(c) no vehicle transporting live poultry,

shall be operated upon any designated highway where the weight upon an axle exceeds 7,500 kilograms. R.S.O. 1990, c. H.8, s. 122 (2).

Idem

(3) Subject to section 110, during a reduced load period no vehicle having a carrying capacity in excess of 1,000 kilograms, other than a motor vehicle or trailer, shall be operated upon any designated highway where the weight upon any millimetre in the width of a tire exceeds five kilograms. R.S.O. 1990, c. H.8, s. 122 (3).

Exceptions

(4) Subsections (1) and (3) do not apply to,

(a) vehicles operated by or on behalf of a municipality or other authority having jurisdiction and control of a highway, where the vehicles are engaged in highway maintenance, including the carriage and application of abrasives or chemicals to the highway, the stockpiling of abrasives or chemicals for use on a highway, or the removal of snow from a highway;

(b) vehicles used exclusively for the transportation of milk;

(c) fire apparatus;

(d) vehicles operated by or on behalf of a municipality transporting waste; or

(e) public utility emergency vehicles. R.S.O. 1990, c. H.8, s. 122 (4); 2009, c. 5, s. 39.

Designation

(5) An official of the Ministry authorized by the Minister in writing may designate the date on which a reduced load period shall start or end and the King's Highway or highway in territory without municipal organization, or portion thereof, to which the designation applies. R.S.O. 1990, c. H.8, s. 122 (5).

Legislation Act, 2006, Part III

(6) A designation under subsection (5) is not a regulation within the meaning of Part III (Regulations) of the Legislation Act, 2006. R.S.O. 1990, c. H.8, s. 122 (6); 2006, c. 21, Sched. F, s. 136 (1).

Designation by municipality

(7) The municipality or other authority having jurisdiction over a highway may by by-law designate the date on which a reduced load period shall start or end and the highway or portion thereof under its jurisdiction to which the designation applies. R.S.O. 1990, c. H.8, s. 122 (7); 2002, c. 17, Sched. F, Table.

Report Approval Details

Document Title:	Spring Weight Restrictions - 2021-07-Operations Community Services.docx
Attachments:	
Final Approval Date:	Mar 9, 2021

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Heather James, Planner and Bryan Pearce Planner

Date: 2021-03-11

Subject: Proposed Servicing Options for Development

Recommendation:

That West Elgin Council hereby receives the report from Heather James and Bryan Pearce regarding the proposed servicing options for development; and,

That West Elgin Council hereby directs staff to circulate this report to developer/consultant contacts for further understanding of the servicing hierarchy.

Purpose:

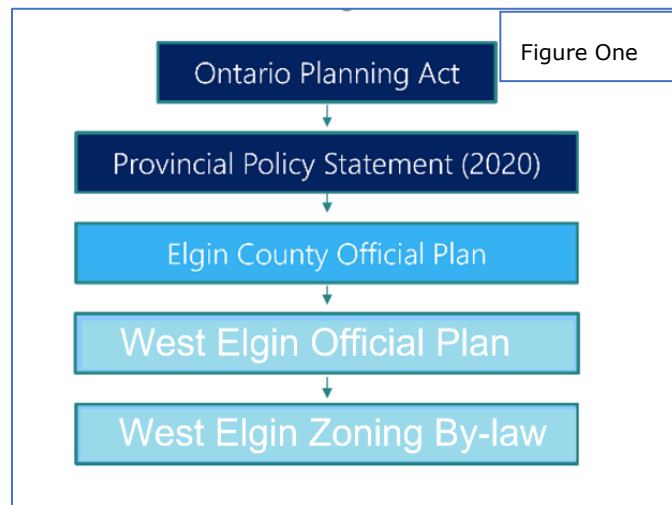
The purpose of this report is to provide Council with information and clarification relating to the servicing options for development within the Township, as a result of a recent meeting with staff from Ministry of Municipal Affairs and Housing (MMAH) and Ministry of Environment, Conservation and Parks (MECP).

Background:

As Council may be aware, there are land use policies that direct how servicing (water and sanitary sewer) is to occur with development and is embedded through the hierarchy of planning documents that governs this matter, pursuant to the *Planning Act*.

The province time to time, issues Provincial Policy Statements pursuant to Section 3 of the *Planning Act*, in order to provide province wide rules and direction on planning matters. This has been seen over the years in 1996, 2005, 2014 and 2020. The current Provincial Policy Statement (PPS) was put into full force and effect on May 1, 2020, requiring all planning applications to be consistent with the newly issued PPS.

Local Planning Documents would then need to be updated to take in recent legislative changes, like the new PPS 2020. This would be the Elgin County Official Plan (ECOP) approved in 2013, followed by the West Elgin Official Plan (WEOP) approved in 2011 and then the West Elgin Zoning By-law (WEZBL) approved in 2015 – all of which would have been consistent with the PPS 2005, being the PPS in effect at the time of approval. See the Figure One below for context.



From the PPS, it directs the following servicing hierarchy for settlement areas (ie. Urban areas and rural settlement areas):

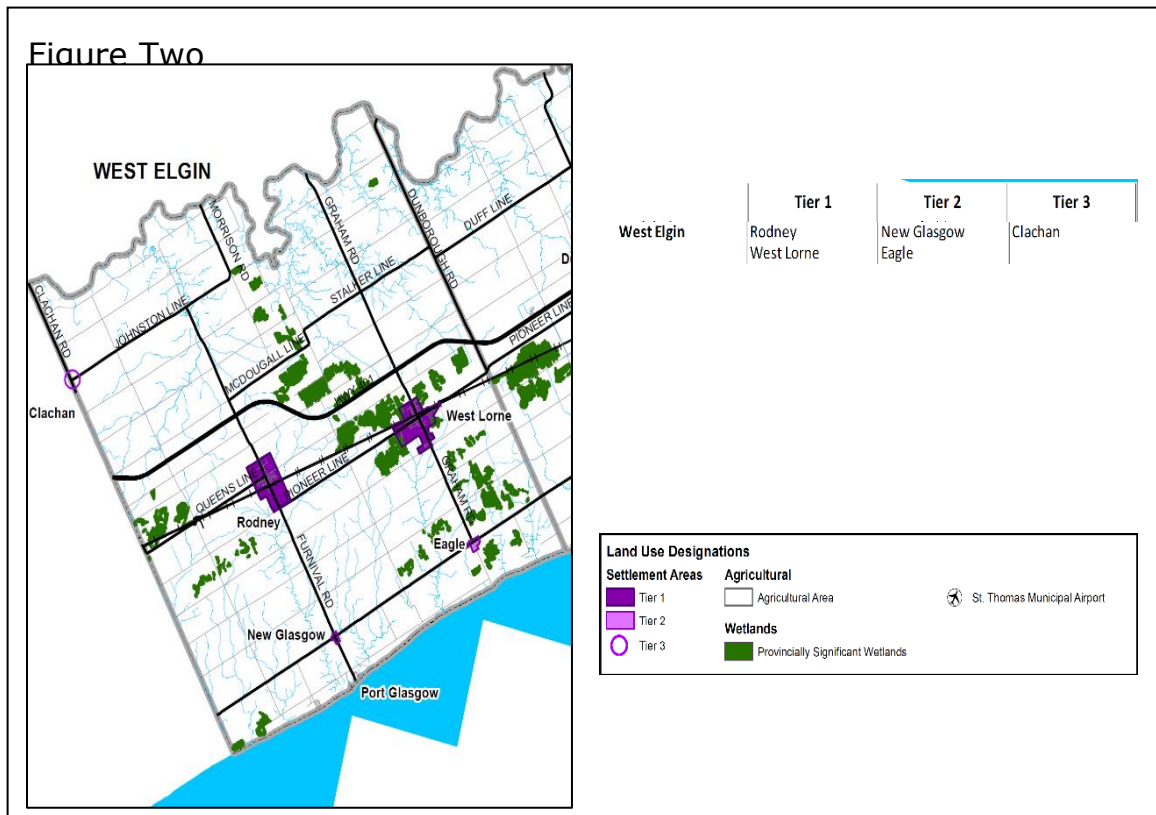
1. Full municipal services (ie. Municipal Water and Municipal Sewage) for development.
2. Partial municipal service and partial private communal service for development.
 - a. Municipal Water and Private Communal Sewage Service; or
 - b. Private Communal Water Service and Municipal Sewage Service.
3. Private communal services (ie. Private communal water and private communal sewage) for development.
4. Individual on-site sewage services and individual on-site water services, for infilling and minor rounding out of existing development (and also rural areas outside the settlement areas).

Appended to this report, is Section 1.6.6 of the PPS regarding sewage, water and stormwater, for reference purposes.

In West Elgin's context, it includes the following 6 settlement areas, as laid out on the ECOP:

- Clachan
- Rodney
- New Glasgow
- Port Glasgow
- West Lorne
- Eagle

Within the ECOP it defines different tiers on settlement areas, Tier 1 being primary settlement areas, Tier 2 being secondary settlement areas and Tier 3 being tertiary settlement areas, as rationalized through scale, function, and the level of services that exist. Tier 1's have full municipal services, where Tier 2's have partial municipal services, see Figure Two below for West Elgin's defined settlement areas:



As such, currently West Elgin has the settlement areas of Rodney, West Lorne provided with full municipal services. An Environmental Assessment (EA) was completed in 2020 for a Communal Servicing Plan for Seaside Waterfronts Inc. which is a draft plan of block subdivision in Port Glasgow for the construction of the wastewater communal system.

Through the meeting held with staff of MMAH and MECP, it confirmed the following:

- Full municipal services are the preferred option.
- If full municipal services are not available, the next preferred option is communal services – so municipal water or municipal sewers with a communal water or communal septic.
- Communal systems would require an EA – this can be proponent lead or municipal lead
- Partial services (which involves municipal water or sewer with private individual septic or private well) shall only be permitted in the following circumstances:
 - a) where they are necessary to address failed individual on-site sewage services and individual on-site water services in existing development; or
 - b) within settlement areas, to allow for infilling and minor rounding out of existing development on partial services provided that site conditions are suitable for the long-term provision of such services with no negative impacts.
- Infilling or rounding out is limited to lot creation consents (severances).
- Although there is no number on the limit that can be done through severances in the PPS, the ECOP policies limit severances to 5 lots (or as per the other criteria required).

- Subdivisions on partial services are not permitted nor supported through the policies of the PPS.

The County Manager of Planning notes that this approach will be included in the ECOP review process to clearly set out the hierarchy of servicing. The County has recently commenced the ECOP review process and the County Manager of Planning has this in the County's ECOP Review Presentation before Council on March 11, 2021.

Therefore, if any development other than minor rounding out and infilling were to be proposed in the partial municipal services settlement areas, the Municipality would have two options – full municipal services or alternatively consider communal services, subject to a wide range of studies and reports through an EA and planning process.

Further, if and when land needs analysis determines additional lands for settlement areas, promotion of settlement areas on full municipal services would fill the long-term development needs, with consideration of municipal services expansion, as deemed necessary in understanding the capacity limits of the water and wastewater systems. It is noted that the County is completing lands needs analysis as part of the ECOP Review process.

Subject to Council's direction, staff recommends sharing this report with developer/consultant contacts for further understanding of the servicing hierarchy.

Financial Implications:

None at this time.

Policies/Legislation:

Provincial Policy Statement 2020, Section 1.6.6.

[Provincial Policy Statement, 2020 | Ontario.ca](#)

Report Approval Details

Document Title:	Servicing Options for Development - 2021-12-Planning.docx
Attachments:	
Final Approval Date:	Mar 9, 2021

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

Jana Nethercott



Staff Report

Report To: Council Meeting

From: Heather James, Planner and Bryan Pearce, Planner

Date: 2021-03-11

Subject: Severance Report 22003 Queens Line

Recommendation:

That West Elgin Council hereby receives the report from Heather James and Bryan Pearce regarding the severance application, File E 12/21 and E 13/21, 22003 Queens Line; and,

That West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E 12/21, provided the following conditions are included:

- a) That prior to a decision being made by the Land Division Committee of the County of Elgin:
 - i. That the severed parcel be revised from 20 metres to 19.7 metres of lot frontage.
 - ii. That it is acknowledged that the retained parcel's area is approximately 2.76 hectares (6.5 acres), different from that contained in the Application and Notice.
- b) That the following conditions of approval be incorporated into the County's recommended decision on the application:
 - i. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
 - ii. That the applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
 - iii. That the Applicant's Solicitor provides an undertaking that a copy of the registered deed for the severed parcel once the transaction has occurred will be provided to the Municipality.
 - iv. That the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the Planning Act, to the satisfaction and clearance of the Municipality.
 - v. That the Applicant successfully apply to the Municipality to obtain relief to the Zoning By-law to recognize the proposed new lot area and lot frontage of the retained parcel and having such relief to the zoning by-law come into full force and effect pursuant to the *Planning Act*, to the satisfaction and clearance of the Municipality.
 - vi. That the Voros Municipal Drain be improved pursuant to the *Drainage Act*, through realignment, to promote the orderly development of the severed parcel, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
 - vii. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.

- viii. That the Applicant apply for municipal water connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
- ix. That the Applicant apply for a municipal sewer connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality. That prior to the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied
- x. That the conditions of Application E 13/21 be fulfilled, in conjunction with Application E 12/21.
- xi. That all conditions noted above shall be fulfilled within one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

And Further that West Elgin Council recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E 13/21, provided the following:

- a) That prior to a decision being made by the Land Division Committee of the County of Elgin:
 - i. That the severed parcel be revised from 20 metres to 19.7 metres of lot frontage.
 - ii. That it is acknowledged that the retained parcel's area is approximately 2.64 hectares (6.2 acres), different from that contained in the Application and Notice.
- b) That the following conditions of approval be incorporated into the County's recommended decision on the application:
 - i. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
 - ii. That the applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
 - iii. That the Applicant's Solicitor provides an undertaking that a copy of the registered deed for the severed parcel once the transaction has occurred will be provided to the Municipality.
 - iv. That the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the Planning Act, to the satisfaction and clearance of the Municipality
 - v. That the Applicant successfully apply to the Municipality to obtain relief to the Zoning By-law to recognize the proposed new lot area and lot frontage of the retained parcel and having such relief to the zoning by-law come into full force and effect pursuant to the *Planning Act*, to the satisfaction and clearance of the Municipality.
 - vi. That the Voros Municipal Drain be improved pursuant to the *Drainage Act*, through realignment, to promote the orderly development of the severed parcel, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
 - vii. That the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
 - viii. That the Applicant apply for municipal water connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.
 - ix. That the Applicant apply for a municipal sewer connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality. That prior to the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied

- x. That the conditions of Application E12/21 be fulfilled, in conjunction with Application E13/21.
- xi. That all conditions noted above shall be fulfilled within one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

Purpose:

The purpose of this Report is to provide Council with recommendations related to authorizing municipal comments to the County of Elgin regarding County of Elgin Severance Applications E 12/21 and E 13/21, as Elgin County is the planning approval authority for severances.

Two severance applications were submitted to the County of Elgin by Dan McKillop as the Agent on behalf of the Owners James Price and Robert Miller. The purpose of the applications is to facilitate the creation of two new residential lots within the community of Rodney, through applications E 12/21 and E 13/21 respectively.

Background:

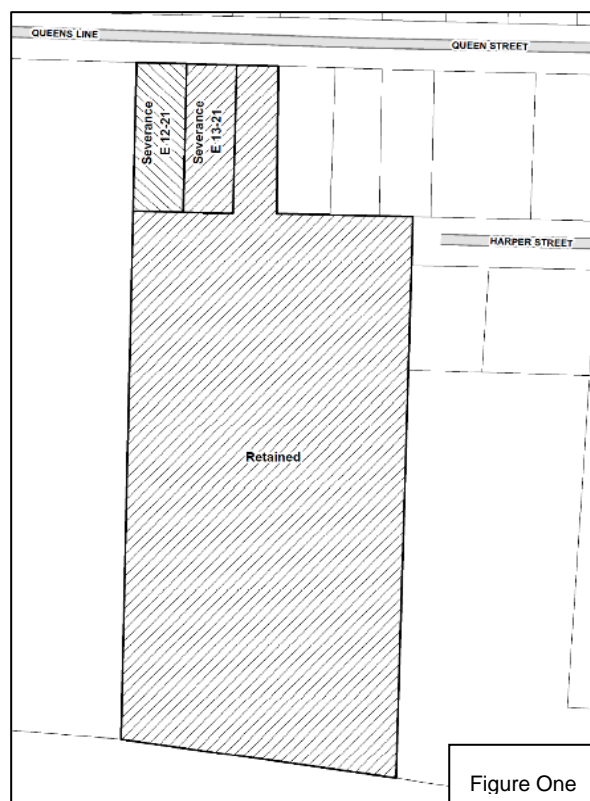
The property owners are requesting the two severances of a parcel of land, legally described as Lot 30, Plan 202 Except 1 and 2 RP11R-1826, Part 1 of RP 11R-5577, and known municipally as 22003 Queen Street, as shown in Figure One.

The subject lands are located along the south side of Queen Street (Elgin County Road 104), approximately 0.5 kilometre west of Furnival Road (Elgin County Road 103) within the community of Rodney.

Residential and Agricultural uses surround the subject lands, as it is on the western urban fringe of the community of Rodney.

The proposed severed parcels have a covered Municipal Drain, known as Voros Drain, runs through the lands.

The proposed severed parcels would be required to connect to the municipal water and municipal sewer services that front the subject lands off Queen Street, since the lands are within the urban area of Rodney.



The detailed dimensions of the proposed severance applications are as follows:

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
B12-2021	20.0 m (65.62 ft)	61.0 m (200.1 ft)	0.12 ha (0.3 ac)	39.1 m (128.3 ft)	281 m (921 ft)	2.76 ha (6.5 ac)
B13-2021	20.0 m (65.62 ft.)	61.0 m (200.1 ft)	0.12 ha (0.3 ac)	19.4 m (63.7 ft)	281 m (921 ft)	2.64 ha (6.2 ac)

This is further depicted in the severance sketches attached this report. Please see Appendix One for E 12/21 and Appendix Two for E 13/21.

Financial Implications:

None.

Policies/Legislation:

Planning authorities must have regard to matters of Provincial interest, the criteria of the *Planning Act*, be consistent with the Provincial Policy Statement (PPS) and does not conflict with Provincial Plans. Within the Municipality of West Elgin, they must also make decisions that conform to the County of Elgin Official Plan (CEOP) and Municipality of West Elgin Official Plan (OP) and make decisions that represent good land use planning.

With regard to this proposal involving severances, the Planning authority is County of Elgin Land Division Committee, wherein the Municipality provides agency comments to the County of Elgin as part of their decision-making process.

PPS:

This proposal appears to be consistent with the PPS, as the lands are within the settlement area which permit residential development and would be on full municipal services.

CEOP:

The subject lands are designated as Tier 1 Settlement Area, as shown on Schedule 'A' Land Use of the CEOP.

Settlements areas allow for a residential, commercial and employment areas that are further detailed within the local OP. Policies under Section C1.1 state that objective is to maintain and enhance the character and identity of existing residential areas and efficient use of infrastructure, noting that proposed severed parcels are of consistent size and shape of near by residential lots and would be developed on full municipal services.

New lot creation policies of the CEOP contained under Section E1.2.3.1, has 13 criteria listed and would appear to be achieved with this proposal, being that the proposal would be fully serviced, will not affect drainage patterns in the area, entrance access to the lands can be obtained through Queen Street.

Therefore, this proposal appears to conform to CEOP.

OP:

The subject lands are designated as Residential, as shown on Schedule 'C' Rural Area Land Use & Transportation Plan in the OP.

Residential land use policies under Section 5.2 of the OP allow new development through the infilling and rounding out of existing development. This proposal would extend the built boundary of Rodney urban area, be fully serviced and front on an existing open and maintained municipal road, supportable through the consent process, as further detailed in the consent new lot creation policies under Section 10.4.1 of the OP.

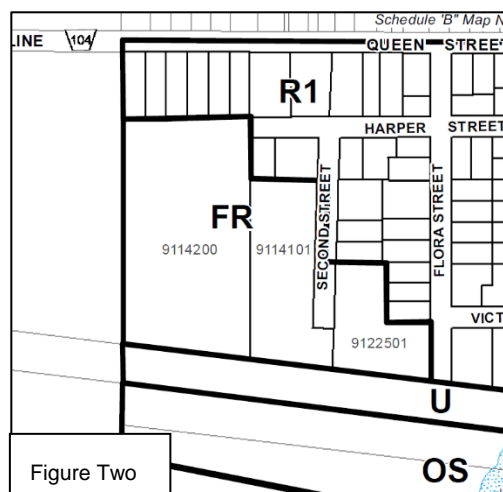
Therefore, this proposal appears to conform to OP.

Municipality of West Elgin Comprehensive Zoning By-law 2015-36 (ZBL):

The subject lands are zoned Residential First Density (R1) and Future Residential (FR) on Schedule B, Map 3 of the ZBL. The proposed severed parcels would be within the Residential First Density (R1) Zone, whereas the retained parcel would be zoned Residential First Density (R1) along Queen Street and Future Residential (FR) for the remainder of the lands, as depicted in Figure Two to the right.

Permitted uses within the Residential First Density (R1) include single detached dwellings and home occupations. The minimum lot area and lot frontage requirements of the Residential First Density (R1) are 600 square metres and 15 metres respectively.

Permitted used within the Future Residential (FR) include agricultural use except for buildings and structures for the keeping or raising of livestock and forestry use. The minimum lot area and lot frontage requirements of the Future Residential (FR) are as they are on the date the lot was created.



Given the proposed lot area and lot frontage of the retained parcel would be altered with the two proposed lot creations, the retained parcel is required to obtain relief to the ZBL, to recognize it as approximately 2.6 hectares and 20 metres, respectively. This would need to be detailed through the Applicant's Ontario Land Surveyor and would be part of the submission requirements to obtain relief to the ZBL. Planning Staff suggests that this could be achieved through a minor variance application to the Municipality accordingly.

Therefore, it would appear that the proposal would comply with the ZBL, provided relief was obtained for the retained parcel, that can be addressed through a condition of the consent applications.

Interdepartmental Comments

The severance application was circulated to municipal staff for comment. The following comments was received:

Operations and Community Services.

No concerns. Noted that:

- County of Elgin will be reconstructing Queens Line in 2021, including curb and gutter and updates of the Municipal Drain. County of Elgin should obtain comments from County of Elgin Transportation Department in this regard.

Building

No concerns.

Drainage

Noted the following:

- It appears the Voros Drain runs right through the subject lands.
- That will be a major issue for developing the severed parcels.
- The Voros Drain is currently under Engineers Report, as it needs to be upgraded for the reconstruction of Queen Street. Rerouting the drain to accommodate these severances would be necessary and the engineer would have to be notified sooner than later to work out the possibilities and the extra costs involved, and who will pay for these costs, if it is even feasible.

Planning Staff notes that this can be addressed as conditions of approval for realignment and reassessment processes.

Utilities

Noted the following:

- Municipal watermain is available for connection within the Queen Street Road Allowance.
- Municipal sewer is available for connection within the Queen Street Road Allowance.

The Applicant's will be required to install waterline curb stops and sewer laterals (public works) to the property line after the two proposed lots are created and at time of development of the dwelling through the building permit process. Therefore, Administration would require the Applicant to engage a qualified Consultant to provide a quotation of the public works, to be vetted to the satisfaction the Municipality. The Applicant would then apply for Municipal Servicing Connections, paying the connection fees, the associated capital infrastructure charges, and the said quotation, as part of the condition of consent for the proposed future lot. Once the lots are registered, at the time of building permit for the construction of the dwelling, the landowner would be required to install the public works and any fee differences that may have resulted between the timing of lot creation and constructing a dwelling, to the satisfaction of the Municipality, to obtain the serving permits.

Planning Staff notes that this can be addressed as conditions of approval for payment of the costs associated with providing municipal water and sewer connections.

At the time of submission of this report, no other comments of concerns were received from municipal staff.

Additional Comments:

In order to consider the future development lands of the retained parcel through a future planning processes, Administration recommends that the lot frontage of the retained parcel be increased to 20 metres, thereby reducing the two severed parcels frontage to 19.7 metres each, respectively. This can be addressed as a condition of support of the proposal to County of Elgin prior to their decision-making.

It is acknowledged through the review process that the land area associated with the retained parcels appears to be inaccurate on the Applications and associated Notice and should be 2.76 hectares (6.5 acres) and 2.64 hectares (6.2 acres) respectively. This can be addressed as a condition of support of the proposal to County of Elgin prior to their decision-making.

Administration recommends that as a condition of approval of the consents that the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.

Further, Administration recommends that as a condition of approval of the consents that the applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.

Further, Administration recommends that as a condition of approval of the consents that the Applicant's Solicitor provides an undertaking that a copy of the registered deed for the severed parcel once the transaction has occurred will be provided to the Municipality.

Further, Administration recommends that as a condition of approval of the consents that the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the Planning Act, to the satisfaction and clearance of the Municipality. To-date, this would be in accordance with the payment in-lieu of parkland fee of five hundred dollars (\$500) per lot, as contained within the Municipality's Fees and Charges By-law, but will be reviewed at the time when the proponent clears the conditions of the consents.

Further, Administration recommends that as a condition of approval of the consents that the Applicant successfully apply to the Municipality to obtain relief to the Zoning By-law to recognize the proposed new lot area and lot frontage of the retained parcel and having such relief to the zoning by-law come into full force and effect pursuant to the *Planning Act*, to the satisfaction and clearance of the Municipality. This is further detailed above in the review of the ZBL.

Further, Administration recommends that as a condition of approval of the consents that the Voros Municipal Drain be improved pursuant to the *Drainage Act*, through realignment, to promote the orderly development of the severed parcels, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality.

Further, Administration recommends that as a condition of approval of the consents that the Applicant have a drainage reapportionment completed pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.

Further, Administration recommends that as a condition of approval of the consents that the Applicant apply for municipal water connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality. It is noted that the severed parcels would be required to put a curb stop into the front lot line service the new lot at the time of development with the new registered lot. This is detailed in the report above under utilities.

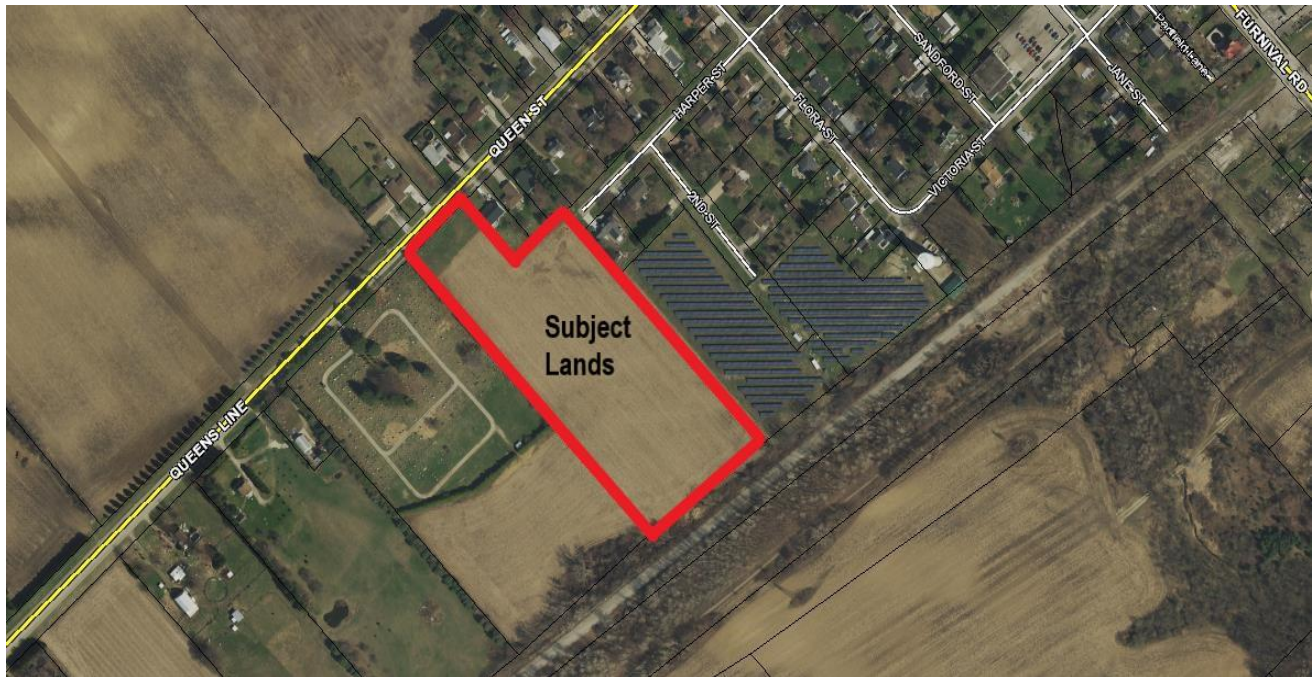
Further, Administration recommends that as a condition of approval of the consents that the Applicant apply for a municipal sewer connection, at the Applicant's sole cost and expense, to the satisfaction and clearance of the Municipality. It is noted that the severed parcels would be required to put laterals into the front lot line to service the new lot at the time of development with the new registered lot. This is detailed in the report above under utilities.

Further, Administration recommends that as a condition of approval of the consents that prior to the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied. This will require the Applicant to submit to the Municipality a request for clearance letter, providing documentation on how the above noted conditions have been fulfilled, for the Municipality to provide it to the County of Elgin, as approval authority.

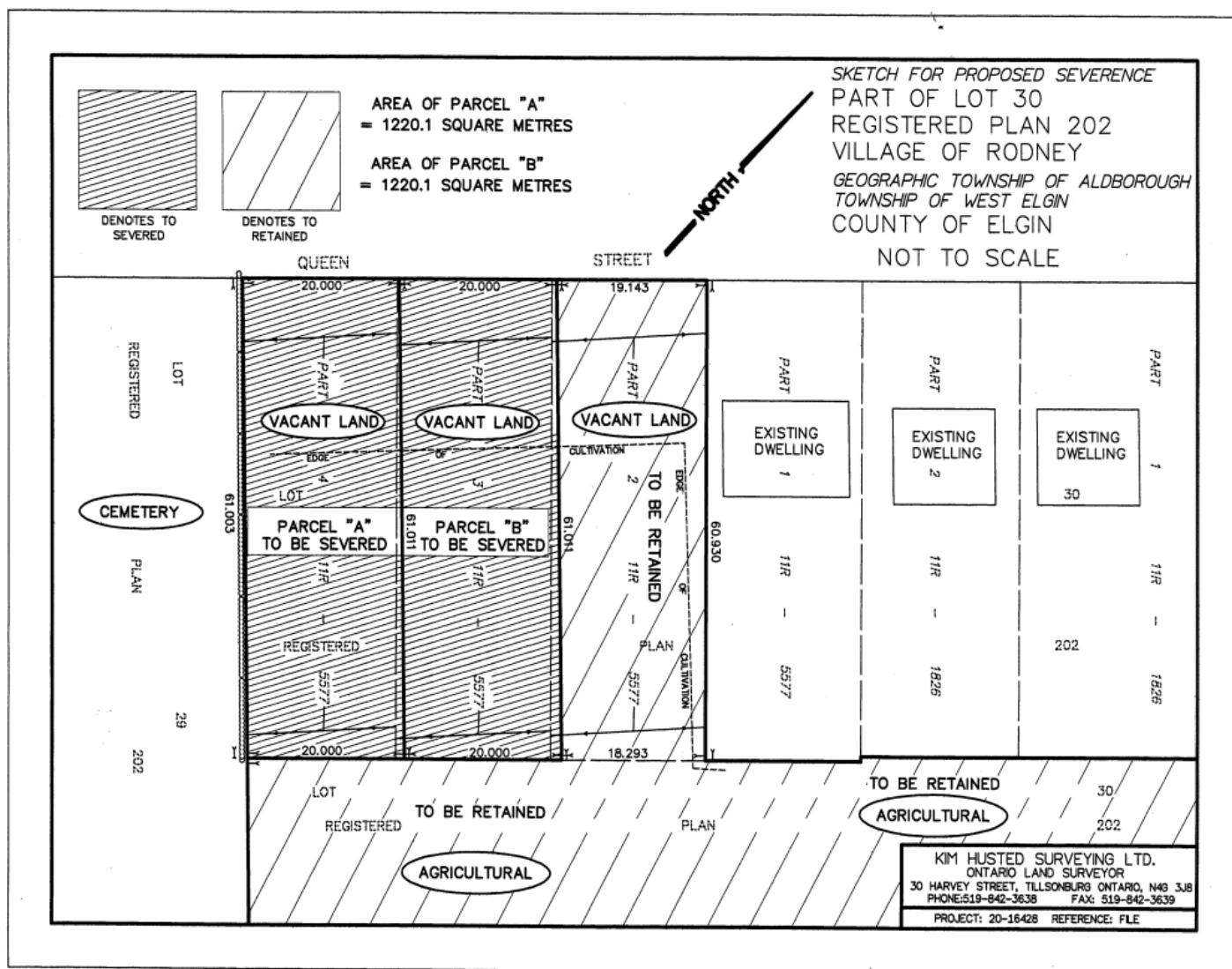
Further, Administration recommends that as a condition of approval of the consents that conditions be tied together for consent (severance) applications E12-2021 and E13-2021, so that are considered and completed in conjunction with one another.

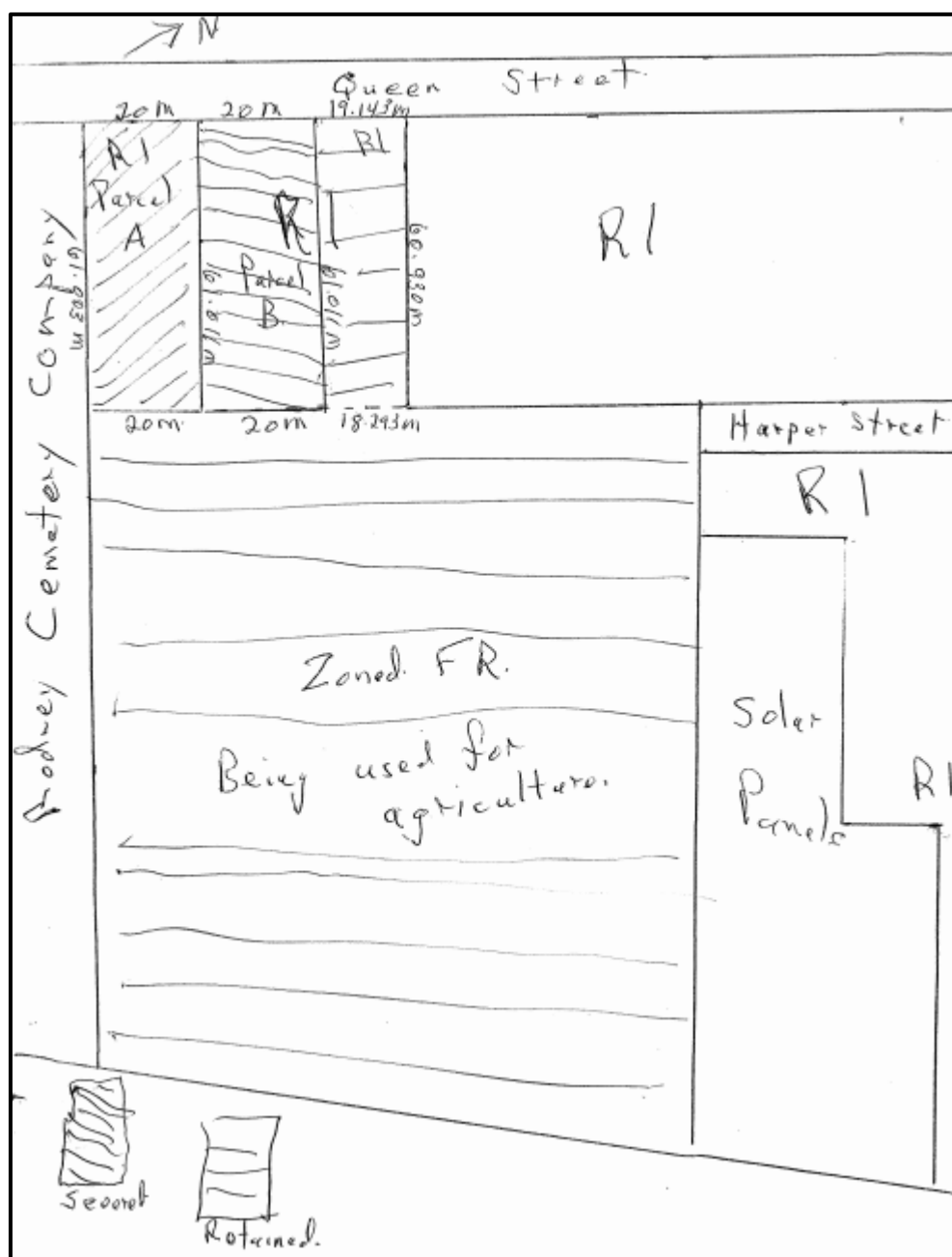
Further, Administration recommends that as a condition of approval of the consents that all conditions noted above shall be fulfilled within one year of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

Key Map



Sketches





Report Approval Details

Document Title:	Severance Report 22003 Queens Line - 2021-13-Planning.docx
Attachments:	
Final Approval Date:	Mar 9, 2021

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: 2021-03-11

Subject: Tourism Exemption to Retail Business Holidays Act – Rodney Market

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Tourism Exemption to the *Retail Business Holidays Act* from Rodney Market; and

That West Elgin Council hereby schedules a Public Meeting at 9:30 a.m. on March 25, 2021 in respect of a proposed by-law to exempt the Rodney Market from the Statutory Holiday Closures pursuant to the *Retail Business Holidays Act, R.S.O. 1990*.

Purpose:

The purpose of this report is to provide Council with the background information regarding a request submitted on behalf of the Rodney Market for a Tourism Exemption under the *Retail Business Holidays Act*.

Staff would also like to gain Council's opinion of extending this exemption to other businesses in the Tourism Corridor Priority Areas, as identified in the attached map, in the Elgincentives Community Improvement Plan as a way to boost tourism and assist businesses recover from long closures due to COVID-19.

Background:

The attached letter from Rodney Market was submitted to the Clerk on February 24, 2021 requesting a Tourism exemption to the *Retail Business Holidays Act, R.S.O. 1990* under Section 4(1).

Section 4(1) *Retail Business Holidays Act, R.S.O. 1990* states that "...the council of a municipality may by by-law permit retail business establishments in the municipality to be open holidays for the maintenance or development of tourism".

Section 4(3) *Retail Business Holidays Act, R.S.O. 1990* states that "A by-law may be passed under subsection (1) only if there is compliance with the tourism criteria set out in the regulations made under this section".

Tourism Criteria is laid out in Ontario Regulation 711/91. Section 2(1) states "A retail business establishment may be exempted if, (a) it is located within two kilometres of a tourist attraction; and (b) it is directly associated with the tourist attraction or relies on tourist visiting the attraction for business on a holiday".

Ontario Regulation 711/91, Section 5(1) states “Despite any other provision of this Regulation, retail business establishments in a municipality may be exempted for up to five holidays a year during which a fair, festival or other special event is being held in that municipality.

Section 4(6) *Retail Business Holidays Act, R.S.O. 1990* states that “Before passing a by-law under subsection (1), the council, (a) shall hold a public meeting in respect of the proposed by-law; (b) shall publish notice of the public meeting in a manner determined by the council; (c) shall permit any person who attends the public meeting the opportunity to make representations in respect of the proposed by-law”.

Section 4(7) *Retail Business Holidays Act, R.S.O. 1990* states that “The council is not required to pass the by-law even if the tourism criteria are met”.

Section 4(8) *Retail Business Holidays Act, R.S.O. 1990* states that “Subject to section 4.3, a by-law under this section comes into force on the thirty-first day after it is passed by the council”.

Section 4.2 *Retail Business Holidays Act, R.S.O. 1990* states that “(1) Any person who objects to a by-law made by the council of the municipality under Section 4 may appeal to the Local Planning Appeal Tribunal by filing a notice of appeal with the Tribunal setting out the objection to the by-law and the reasons in support of the objection. (2) The notice of appeal must be filed with the Tribunal no later than thirty days after the day the by-law is passed by the council”.

A draft by-law to provide for a Tourism Exemption to the *Retail Business Holidays Act, R.S.O. 1990* under Section 4(1) is attached hereto for Council’s information.

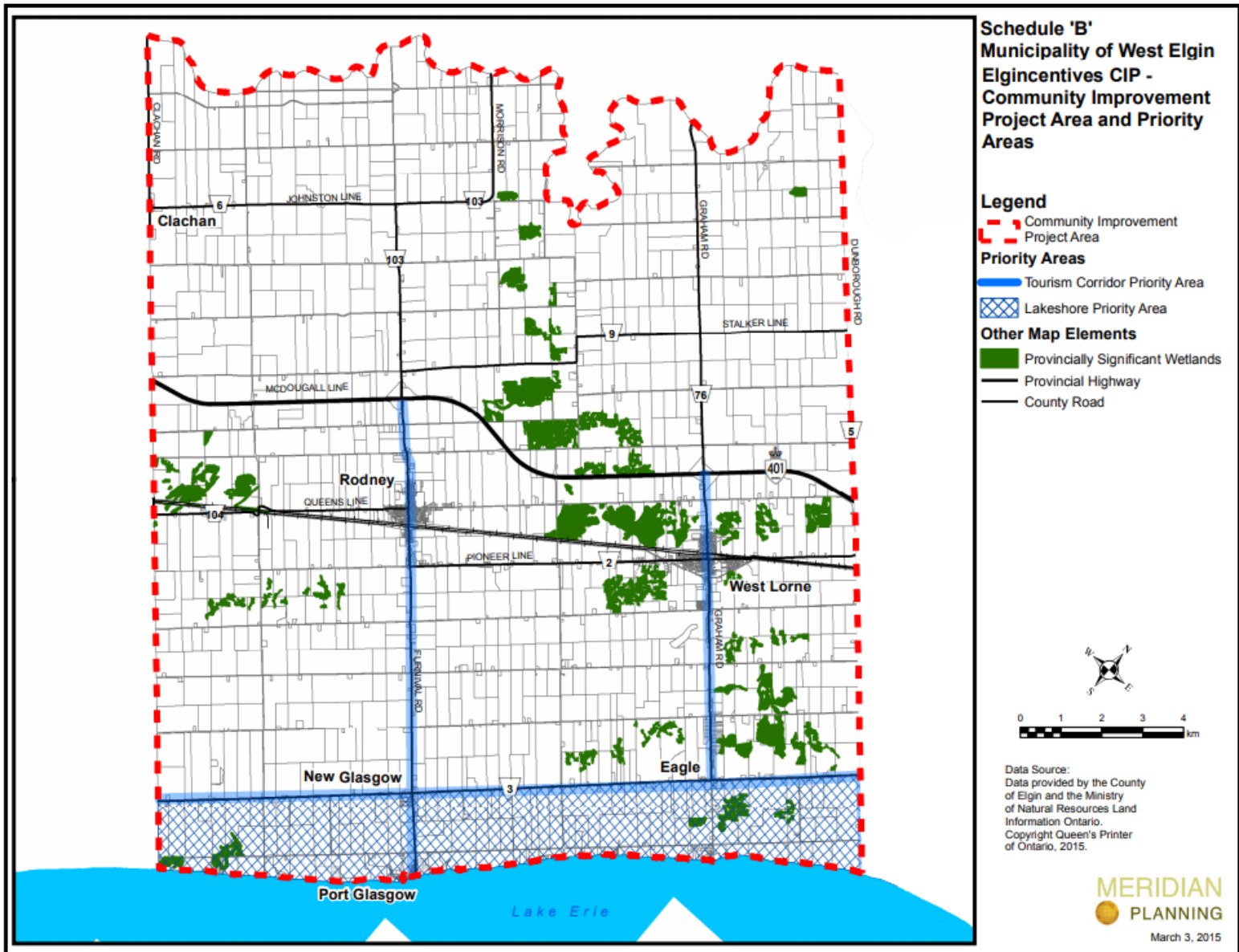
As the Rodney Market is located in the County of Elgin’s Elgincentives Community Improvement Plan in a Tourism Corridor Priority Area an exemption makes sense for this business on the days requested (Victoria Day, Canada Day, Labour Day, Thanksgiving Day and Boxing Day).

Financial Implications:

N/A

Policies/Legislation:

Retail Business Holidays Act, R.S.O. 1990



Areas Identified as Tourism Corridor Priority Areas in Solid Blue

From: [Ontario Modular Homes](#)
To: [Jana Nethercott](#)
Subject: Applying for Open days on Statutory Holidays
Date: February 24, 2021 3:07:04 PM

The Rodney Market c/o John and Diane Slaats

237 Furnival Rd. Rodney Ont.

519-785-2120 , cell 519-777-3557 info@therodneymarket.com

The Municipality of West Elgin, Feb.24/21

ATTENTION CLERK

We would like to apply for permission to stay open for business on the following Statutory Holidays for 2021.

May 24, July 1 Canada Day, Sept 6 Labour Day , October 11 Thanksgiving Day, Dec 26 Boxing Day.

We are a tourist town and wish to be open for the business of campers and locals .

Our street will be torn up for its construction for 6 months, and these extra open days will greatly help.

Please contact us at the above numbers or email.

Regards

John and Diane Slaats



MUNICIPALITY OF West Elgin

Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2021-03-11
Report: 2021-06
Subject: 2020 Council Remuneration

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2020 Council Remuneration and Expenses report for information only.

Purpose:

The purpose of this report is to provide an itemized statement of remuneration and expenses of Council Members for the calendar year 2020.

Background:

Section 284(1) of the Municipal Act requires that the Treasurer shall on or before March 31 of each year, provide to the Council an itemized statement on remuneration and expenses paid in the previous year to each member of Council. Council remuneration was set by By-Law 2020-03.

The Municipality of West Elgin
2020 Council Remuneration and Expenses

NAME	REGULAR MEETINGS	SPECIAL MEETINGS	MILEAGE	MEALS	CONVENTION	OTHER CPP/EHT	TOTAL
MCPHAIL, Duncan	8,081.94	3,427.68	0.00	64.77	1,557.82	224.44	13,356.65
LEATHAM Richard	6,219.09	7,504.76	509.06	131.99	1,799.56	267.62	16,432.08
CAMMAERT, Angela	5,346.74	3,925.96	211.29	95.18	325.86	483.86	10,388.89
ROWE, Bonnie	5,702.20	5,425.04	663.75	120.88	1,535.01	216.98	13,663.86
TELLIER, Taraesa	5,702.20	6,068.26	187.22	217.24	508.10	663.72	13,346.75
TOTALS	31,052.17	26,351.70	1,571.32	630.07	5,726.35	1,856.62	67,188.23

Financial Implications:

2020 Budget

Policies/Legislation:

Municipal Act Sec. 281(1)



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2021-03-11
Subject: 2020 Committee Remuneration

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2020 Committee Member Remuneration, for information purposes.

Purpose:

The purpose of this report is to report to Council the remuneration received by members of Advisory Committees to Council for the calendar year of 2020

Background:

Section 284(1)(c) of the *Municipal Act, R.S.O. 2001* states that the Treasurer shall, in each year on or before March 31 provide to the council of the municipality an itemized statement on remuneration and expenses paid in the previous year to: "each person, other than a member of council, appointed by the municipality to serve as a member of any body, including a local board, in respect to his or her services as a member"

As per the West Elgin Community Centre Board of Management Agreement each member of the public who sits on the West Elgin Community Centre Board of Management receives \$50 per meeting in compensation.

Member	2020 Remuneration
Alphonse Wille, Minor Hockey	\$500
Jim Hathaway, Skating Club	\$500

As per By-law 2007-115 which enacted the Recreation Committee, each member of the public who sits on the West Elgin Recreation Committee receives \$40.00 per meeting in compensation. Please note that in 2021 this remuneration will no longer be provided.

Member	2020 Remuneration
Ken Neil	\$120
Jennifer Blanchard	\$80
Grace Blanchard	\$120
Doug Staddon	\$80
Margaret Perry	\$40

Financial Implications:

2020 Budget.

Policies/Legislation:

Municipal Act, R.S.O. 2001



Municipality of West Elgin

Agenda

West Elgin Community Centre Board of Management

March 10, 2021, 9:00 a.m.
Electronic Participation Meeting via Zoom

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 January 27th, 2021 and February 16, 2021 as circulated and printed.

5. Business Arising from Minutes

6. Financials

Recommendation:

That West Elgin Community Centre Board of Management hereby receives the arena financials as of February 28, 2021.

6.1. 2021 Arena Budget

7. Staff Reports

7.1. Operational Verbal Update

8. Adjournment

Recommendation:

That the West Elgin Community Centre Board of Management hereby adjourn at _____
a.m. to meet again on April 14, 2021 at 9:00 a.m.



Long Term and Transitional Housing Task Force

Minutes of Meeting via Zoom

23rd February 2021 starting at 10.00 am

Present on Line: Diane Arsenijevic; Barry Fellingner; Sara Knight; David James; Jim Patterson; Ruleen Lilley; Linda Long; Henry Dryfhout; Linda Funk; Danielle Neilson (joined at 10.30)

Minutes recorded by David James. I have incorporated responses from Danielle received Feb 26th to some of the questions raised during the meeting.

Diane requested members present please introduce themselves to the group.

Request for someone to be chair of this task Force. David James volunteered.

David briefed the meeting about the letter of 25 January (copies were distributed) It outlined the need for a consultant study to define housing needs in our rural municipalities as well as potential properties where geared to income housing could be built. Without this information we are not likely to be able to access grant monies from senior government. (From Danielle: Neil Watson is consultant for St. Thomas. He recommends Tim Welch as a potential consultant for us)

There was discussion about cost and timing of a study, and the need for our two municipalities to be on board. Linda Noted this is a social issue, not a housing issue. The municipal Councils must have that mindset. It was noted that St. Thomas has projects started. Can we learn from what they did?

Municipalities are required by the Provincial Government to have a 10 year housing plan. One was done for the City of St. Thomas and Elgin County in 2012. It must be updated no later than 2022. Comment from Danielle "It is quite out of date". A study entitled "The St. Thomas Elgin Affordable and Social Housing Strategy" was completed in 2018. It is available on line. (Danielle provided a link in her follow up email to the Task Force.)

Barry noted that there is diminishing rental housing stock across the country, not just in our area. The problem is going to get worse.

Danielle discussed the process for accessing Federal or Provincial Funds for affordable housing:

1. The time frame to respond is usually very short, so we must have projects identified and ready to go to stand any chance of accessing funding.
2. The first steps are to identify potential sites, make sure zoning is in place (or initiate a rezoning) and make sure servicing is available. It is important to have a social safety net in place for tenants of social housing.
3. Confirm there is a defined need for the housing. Danielle noted that in major cities the need is so great defining need is not necessary. In rural areas the need is less clear and needs to be established. The wait time for social housing is a good indicator. In West Lorne it is currently 2 to 3 years. In Rodney it is 1 to 2 years. (In St. Thomas it is approaching 10 years)

Danielle commented on Funding for studies. Grant money usually comes with an administration component. This can be used to pay a consultant. She said there is a whole smorgasbord of funding possibilities, and someone like Neil Watson could give good advice.

Discussion around the update of the 10 year housing plan for St. Thomas. It included Elgin County. Better chance of moving forward if we suggest an update of the plan for the County, rather than a stand-alone study for our two municipalities. Danielle will explore this possibility with her supervisor. David noted time is of the essence, and we would like the study update to start yesterday. Updating the plan for the whole county will not preclude our local municipalities from applying for specific projects here.

Discussion regarding who owns and operates a geared to income housing project. Danielle said it varies and may depend on who provided the capital funding.

It would be useful to have names of contact persons at Indwell and Habitat for Humanity. Jim will get contact info for Habitat and Danielle for Indwell.

Action

A brief discussion was held around the need for transitional housing. It will be essential to identify possible sites and defining the need. Jim mentioned the trailers that are used for housing workers in the oil and gas fields in Northern Alberta. There may be some available because of the downturn in exploration. **Transitional housing to be an agenda item for our next meeting. Bring your ideas!!**

Diane reminded the meeting we are to populate a work plan. It will be a living document that gets updated and revised at each meeting.

Initial action items:

1. Discussions with County about updating 10 year housing study.
2. Review 2018 Housing Study for relevance to our needs.
3. Make initial contact with Indwell and Habitat to see if they will assist us.
4. Contact Lindsay Rice who is working on the Tiny Homes project in St. Thomas to see if she will join our next meeting to inform us on the project.

5. Confirm with our two municipalities that they agree with the approach we are suggesting. (Through our two municipal councilors on the committee.)
6. Prepare for further discussions on transitional housing.

Next Meeting:

Monday 8th March at 10.30 am.

From: [Ontario News](#)
To: [Jana Nethercott](#)
Subject: Ontario Launches Consultation to Strengthen Municipal Codes of Conduct
Date: March 5, 2021 4:54:46 PM



News Release

Ontario Launches Consultation to Strengthen Municipal Codes of Conduct

March 5, 2021

Province seeking input on ways to increase accountability of council members

TORONTO — The Ontario government is launching consultations with the municipal sector to strengthen accountability for council members. The province wants to ensure that councillors and heads of council maintain a safe and respectful workplace and carry out their duties as elected officials in an ethical and responsible manner.

"We want to gather input to ensure there are adequate mechanisms in place to hold council members accountable for any unacceptable behaviour," said Steve Clark, Minister of Municipal Affairs and Housing. "It's critical that everyone feels safe and respected in the workplace, and that they know there are accountability measures in place for members who violate codes of conduct."

Jill Dunlop, the Associate Minister of Children and Women's Issues will be leading the consultations to hear from members of council, municipal associations as well as municipal staff on how to ensure that municipal staff and officials are supported and respected in the workplace.

"Our government has been absolutely clear that we will not tolerate workplace harassment or discrimination of any kind," said Associate Minister Dunlop. "We are committed to upholding our shared values of respect, equity, equality and fairness for all people in Ontario. These consultations are to help us move that commitment forward in municipal governments so that everyone feels safe."

QUICK FACTS

- Workers, supervisors and employers have rights and duties when dealing with workplace violence and harassment. Ontario has [a guide](#) that explains what every worker, supervisor, and employer needs to know about workplace violence and workplace harassment.
- Under the [Municipal Act, 2001](#), all municipalities are required to establish a code of conduct for councillors and certain local boards. They are also required to provide access to an integrity commissioner.

ADDITIONAL RESOURCES

- [Municipal Councillor's Guide](#) for more information on codes of conduct.

CONTACTS

Stephanie Bellotto
Minister's Office
stephanie.bellotto@ontario.ca

Conrad Spezowka
Communications Branch
MMA.Media@ontario.ca

Ministry of Municipal Affairs and Housing
<http://www.ontario.ca/municipalaffairsandhousing>

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99 Wellesley Street West 4th floor, Room 4620 Toronto ON M7A 1A1

February 21, 2021

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

Dear Mayor McPhail and Municipality of West Elgin Council,

Re: Elgin County 2021 Budget

Please be advised that Elgin County Council at its February 9, 2021 meeting approved By-Law 21-03, Being a By-Law to Provide for the Adoption of the 2021 Budget of the Corporation of the County of Elgin and to Establish the 2021 Tax Ratios, and to Establish the 2021 Tax Rates for the County Constituent Municipalities.

Enclosed please find a certified copy of the Budget By-Law, and a Budget Fact Sheet for the Elgin County 2021 Budget.

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

Yours truly,



Jim Bundschuh,
Director of Financial Services

Enclosure

ELGIN COUNTY 2021 BUDGET



Elgin County Council approved the 2021 Municipal Budget with a **2.9%** tax rate increase* over 2020. The budget is in alignment with Council's 2020-2022 Strategic Plan Priority of Investing in Elgin by making responsible financial decisions through:

- 1

Ensuring Elgin has the necessary tools, resources and infrastructure to deliver programs and services now and in the future; and,
- 2

Delivering mandated programs and services efficiently and effectively.

Additional Funding

\$200,000
Anticipated additional provincial funding for Elgin's Long-Term Care Homes resulting from efficiencies.

Cost Increases

\$900,000
Facility repairs and improvements to County-owned buildings.

\$100,000
Insurance increases.

Service Enhancements

\$150,000
Ongoing investment in Elgincentives Program to encourage community revitalization initiatives. Achieved through a shift in priorities for the Economic Development department.

\$300,000
Costs to implement priority recommendations contained within the Service Delivery Review as selected by County Council.

FAST FACTS

2.9 %

Tax Rate Increase



\$ 61

Tax Increase on
Residential Property
valued at \$350,000

\$ 39.1M

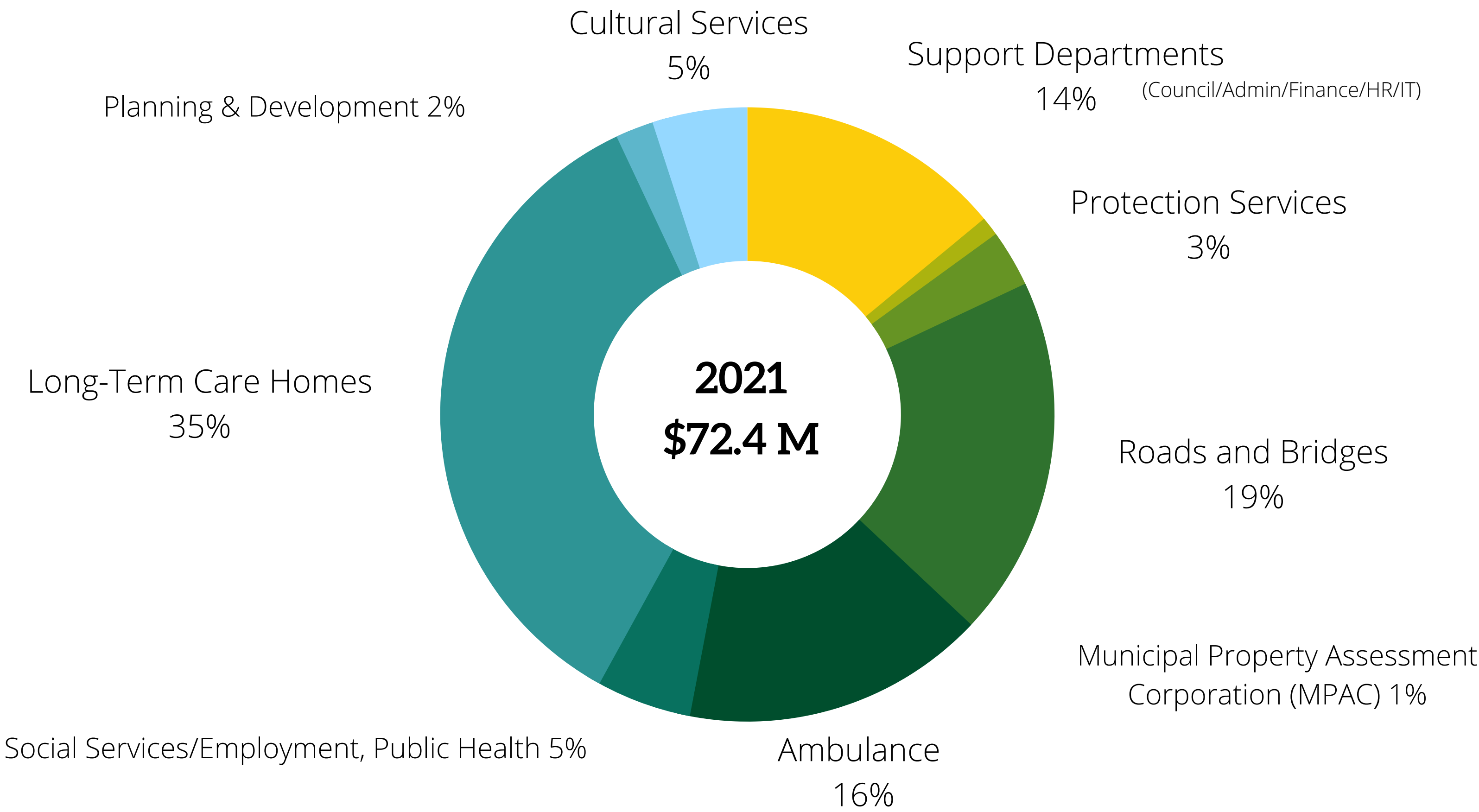
2021 Total Levy

\$ 1.8M

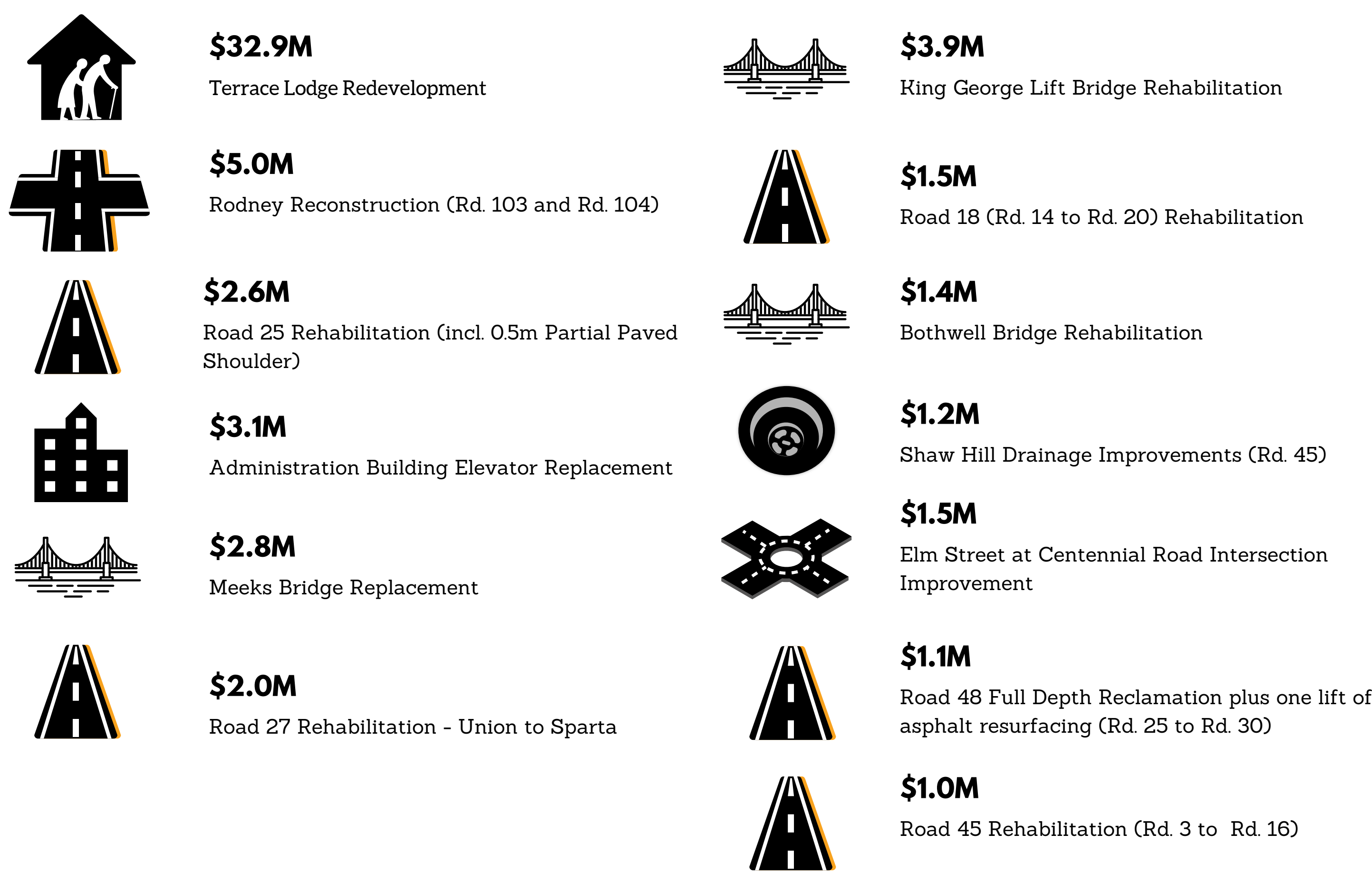
Levy increase over 2020

*Elgin's Local Municipal Partners combine their tax rate with the County rate and the education rate to determine a total tax rate.

COUNTY EXPENDITURES



MAJOR CAPITAL PROJECTS



COUNTY OF ELGIN

By-Law No. 21-03

" BEING A BY-LAW TO PROVIDE FOR THE ADOPTION OF THE 2021 BUDGET OF THE CORPORATION OF THE COUNTY OF ELGIN AND TO ESTABLISH THE 2021 TAX RATIOS, AND TO ESTABLISH THE 2021 TAX RATES FOR THE COUNTY CONSTITUENT MUNICIPALITIES"

WHEREAS Section 289 of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of each upper-tier municipality shall in each year prepare and adopt estimates of all sums required during the year for the purposes of the upper-tier municipality; and,

WHEREAS Section 308(5) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of an upper-tier municipality shall in each year establish the tax ratios for that year for the upper-tier municipality and its lower-tier municipalities; and,

WHEREAS Section 308(7) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of each upper-tier municipality establish for each property class, a single tax ratio for the upper-tier municipality and its lower-tier municipalities; and,

WHEREAS Section 308(15-18) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of each upper-tier municipality may opt to have certain optional property classes apply within the County; and,

WHEREAS the province, starting in 2018, has giving municipalities the option to reduce the property tax rate on qualifying value-added activities that occur on farms as part of the farming business to 75 per cent lower than the industrial or commercial tax rates that would otherwise apply; and,

WHEREAS the local municipally owned landfill sites in Dutton Dunwich and West Elgin did not previously pay property tax to the County for these properties and the new landfill tax ratio would unfairly penalize the local municipalities; and,

WHEREAS it is necessary to apply the revenue neutral landfill ratio/tax rate; and,

WHEREAS the Municipal Act, 2001, S.O. 2001 c.25 s.107 provides that Council may make grants to any body Council deems in the interest of the municipality

.

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

1. THAT the large industrial class be chosen as an optional property class.
2. THAT the optional 75% reduction in the Small-Scale On-Farm Business Sub-Class tax ratio remain in effect.
3. THAT the municipalities of Dutton Dunwich and West Elgin be granted relief on the full portion of the County property taxes on the landfills that these municipalities use for local resident waste.
4. THAT the 2021 tax ratios for the County of Elgin set out on Schedule "A", attached hereto and forming part of this by-law, be approved and adopted by Council.
5. THAT the 2021 budget of the County of Elgin set out on Schedule "B", attached hereto and forming part of this by-law, which incorporates estimates for revenue and for expenditures be approved and adopted by Council.
6. THAT the 2021 tax rates for the assessment in each property class set out in Schedule "C", attached hereto and forming part of this by-law, be approved and adopted by Council.

7. THAT the 2021 ten-year capital plan, set out in Schedule “D” attached hereto and forming part of this by-law, be approved and adopted by Council.

8. THAT debentures of \$6 million in 2021, as part of a plan to borrow \$44 million between 2020-2030 to fund the ten-year capital plan, be approved by Council.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 9TH DAY OF FEBRUARY 2021.

Julie Gonyou,
Chief Administrative Officer.

Tom Marks,
Warden.

COUNTY OF ELGIN

By-Law 21-03

2021 SCHEDULE A

Ratios

PROPERTY CLASS	Current	Prior
Residential	1.0000	1.0000
Farmland Awaiting Dev.	0.5000	0.5000
New Multi-Residential	1.0000	1.0000
Multi-Residential	1.9999	1.9999
Commercial - Occupied	1.6376	1.6376
Commercial - Small Value Added Farm	0.4094	0.4094
Commercial - Vacant Land	1.6376	1.6376
Industrial - Occupied	2.2251	2.2251
Industrial - Small Value Added Farm	0.5563	0.5563
Industrial - Vacant Land	2.2251	2.2251
Large Industrial - Occupied	2.8318	2.8318
Large Industrial - Vacant	2.8318	2.8318
Pipelines	1.1446	1.1446
Farm	0.2300	0.2300
Managed Forests	0.2500	0.2500
Landfill	33.4027	33.4027

Schedule B

2021 Operating Budget

By-Law 21-03

(\$000)	Prior Budget			Current Budget			Better / (Worse)		
	Revenue	Expense	(Net Income) / Cost	Revenue	Expense	(Net Income) / Cost	Revenue	Expense	(Net Income) / Cost
0) CORPORATE ACTIVITIES	41,602	6,119	(35,483)	42,230	7,303	(34,927)	628	(1,183)	(555)
1) WARDEN AND COUNCIL	3	424	421	3	424	421	-	(0)	(0)
2) ADMINISTRATIVE SERVICES	345	1,035	689	426	1,234	808	80	(200)	(119)
3) FINANCIAL SERVICES	-	663	663	-	723	723	-	(61)	(61)
4) HUMAN RESOURCES	35	628	593	45	719	674	10	(91)	(81)
5) ADMINISTRATION BUILDING	746	1,412	666	829	1,479	650	83	(67)	16
6) CORPORATE SERVICES	25	843	818	25	944	919	-	(101)	(101)
7) ENGINEERING SERVICES	7,700	13,337	5,637	4,053	13,613	9,560	(3,647)	(276)	(3,923)
8) HOMES FOR SENIORS SERVICES	20,162	25,186	5,024	20,691	25,631	4,940	529	(445)	83
9) MUSEUM/ARCHIVES	480	832	353	56	713	657	(424)	119	(305)
10) LIBRARY SERVICES	176	3,075	2,899	176	3,122	2,946	-	(47)	(47)
11) INFORMATION TECHNOLOGIES	70	1,124	1,054	73	1,207	1,133	3	(83)	(80)
12) PROVINCIAL OFFENSES & COLLECTIONS	2,079	1,958	(121)	2,293	2,157	(136)	214	(200)	15
13) AMBULANCE & EMERGENCY SERVICES	8,109	11,365	3,256	8,108	11,734	3,626	(0)	(369)	(370)
14) ECONOMIC DEVELOPMENT & TOURISM	411	1,924	1,513	332	1,413	1,081	(78)	511	432
Total Regular Operating Net Income Budget	81,941	69,922	(12,019)	79,341	72,418	(6,923)	(2,601)	(2,495)	(5,096)
Carry-Forward Project Budget						(2,459)			
Total Net Budget						(9,382)			

COUNTY OF ELGIN

By-Law 21-03

SCHEDULE C: 2021 Tax Rates

PROPERTY CLASS	Prior	Current	%
Residential	0.607403%	0.624937%	2.9%
Farmland Awaiting Dev.	0.303702%	0.312469%	2.9%
New Multi-Residential	0.607403%	0.624937%	2.9%
Multi-Residential	1.214745%	1.249812%	2.9%
Commercial - Occupied	0.994683%	1.023397%	2.9%
Commercial - Small Value Added Farm	0.248671%	0.255849%	
Commercial - Vacant Land	0.994683%	1.023397%	2.9%
Industrial - Occupied	1.351532%	1.390547%	2.9%
Industrial - Small Value Added Farm	0.337898%	0.347652%	
Industrial - Vacant Land	1.351532%	1.390547%	2.9%
Large Industrial - Occupied	1.720044%	1.769697%	2.9%
Large Industrial - Vacant	1.720044%	1.769697%	2.9%
Pipelines	0.695233%	0.715303%	2.9%
Farm	0.139703%	0.143736%	2.9%
Managed Forests	0.151851%	0.156234%	2.9%
Landfill	20.288870%	20.874557%	2.9%

Definition: "Tax rate" means the tax rate to be levied against property expressed as a percentage, to six decimal places, of the assessment of the property.

Levy (\$000)	37,275	39,060	4.8%
---------------------	---------------	---------------	-------------

Memo: Change in Levy

Increases on existing buildings	1,096	2.9%
Levy generated on new buildings (growth)	689	1.9%

Schedule D	2021 Capital Budget		By-Law 21-03
(\$000)	Prior Budget	Current Budget	Better / (Worse)
0) CORPORATE ACTIVITIES	25	108	(83)
5) ADMINISTRATION BUILDING	3,415	1,399	2,016
7) ENGINEERING SERVICES	20,834	22,917	(2,083)
8) HOMES FOR SENIORS SERVICES	1,343	3,570	(2,227)
9) MUSEUM/ARCHIVES	40	40	(0)
10) LIBRARY SERVICES	373	340	33
11) INFORMATION TECHNOLOGIES	779	796	(17)
13) AMBULANCE & EMERGENCY SERVICES	486	677	(191)
14) ECONOMIC DEVELOPMENT & TOURISM		10	(10)
Total Regular Operating Net Income Budget	27,295	29,858	(2,563)
Carry-Forward Project Budget		40,457	
Total Net Budget		70,315	



**THE CORPORATION OF THE CITY OF SARNIA
City Clerk's Department**

255 Christina Street N. PO Box 3018
Sarnia ON Canada N7T 7N2
519-332-0330 (phone) 519-332-3995 (fax)
519-332-2664 (TTY)
www.sarnia.ca clerks@sarnia.ca

March 4, 2021

The Honourable Doug Ford
Premier of Ontario
Legislative Building
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Ford,

Re: Colour Coded Capacity Limits

At its meeting held on March 1, 2021, Sarnia City Council discussed the challenges local businesses are facing with respect to the colour coded system within the Province's COVID-19 Response Framework. The following motion was adopted:

That Sarnia City Council strongly advocate to the Province of Ontario that they adjust the capacity limits for dining, restaurants, sporting and recreational facilities, places of worship, event centers, and all retail/small businesses as part of the colour coded system.

The following rationale was provided with the introduction of the motion:

- The red zone currently only allows 10 people indoors at a dining or a sporting / recreational facility (regardless of the size), places of worship are capped at 30% or 50 people, and retail / small business is limited to a 50% capacity.
- These businesses and organizations have heavily invested in facility improvements and expensive upgrades to ensure safe social distancing and have all the appropriate safety and protection measures in place.
- Businesses in particular cannot properly plan under the current uncertainty and that means the loss of jobs and income for both workers and owners as well as mental health challenges.

- Indoor capacity limits for restaurants, dining, sporting / recreational facilities, event centers, retail / small business, and places of worship should not involve arbitrary numbers (regardless of size), but instead be changed to the amount of people per facility which ensures that strict and safe social distancing can be maintained.

Sarnia City Council has requested that all municipalities in Ontario join this advocacy effort.

On behalf of Sarnia City Council, I look forward to your reply.

Sincerely,



Amy Burkhart
Acting City Clerk

Cc: All Ontario Municipalities
Ms. Marilyn Gladu, MP Sarnia-Lambton
Mr. Bob Bailey, MPP Sarnia-Lambton



The Corporation of
The Township of Brock
1 Cameron St. E., P.O. Box 10
Cannington, ON L0E 1E0
705-432-2355

March 2, 2021

The Honourable Patty Hajdu
Minister of Health Canada
Via email: Patty.Hajdu@parl.gc.ca

Health Canada
Ottawa, Ontario
via email: hcinfo.infosc@canada.ca

Dear Honourable Madam:

Re: Cannabis Licencing and Enforcement

Please be advised that the Council of the Township of Brock, at their meeting held on February 22, 2021 adopted the following resolution:

Resolution Number 22-2

MOVED by **Michael Jubb** and SECONDED by **Cria Pettingill**

WHEREAS the Government of Canada introduced Bill C-45 (the Cannabis Act) to create the foundation for a comprehensive national framework to provide restricted access to regulated cannabis, and to control its production, distribution, sale, importation, exportation, and possession;

WHEREAS the police have not been given lawful authority to lay charges under the Cannabis Act to appropriately respond to violations of Health Canada Registrations and Licenses;

WHEREAS there is no direct communication or dedicated effort to provide a communication channel between Municipal government staff or Police Agencies for dealing with Health Canada Registrations and Licenses;

WHEREAS the Township of Brock has not been consulted by Health Canada prior to the issuance of licenses for properties not in compliance with municipal zoning by-laws;the future;

BE IT RESOLVED THAT the Township of Brock requests that Health Canada:

1. Require Federal Licenses and Registrations for Designated Growers to conform with local zoning and control by-laws;
2. Ensure local authorities are provided with notification of any licence issuance, amendment, suspension, reinstatement or revocation within their region;

3. Provide dedicated communication with local governments and Police services;
4. Provide lawful authority to Police agencies to lay charges when registered or licences operations grow in excess of their registration or licence through Health Canada; and,
5. Provide enforcement support and guidance to local municipalities for dealing with land use complaints relating to Cannabis.

AND FURTHER BE IT RESOLVED THAT the Township of Brock will forward this motion by email to the following partners: All municipalities in Ontario; the MP and MPP of Haliburton–Kawartha Lakes–Brock; the Minister of Agriculture, Food and Rural Affairs; the Minister of Agriculture and Agri-Food; and the Durham Region Police Services with the request that the Federal government enact legislation to better support local governments with land use management and enforcement issues as they relate to Cannabis Production and Processing.

MOTION CARRIED

Thank you for your consideration. Should you have any questions please do not hesitate to contact the undersigned.

Yours truly,

THE TOWNSHIP OF BROCK



Becky Jamieson
Municipal Clerk

BJ:dh

cc. The Honourable Christine Elliott, Minister of Health, Ontario –
christine.elliott@ontario.ca
The Honourable Laurie Scott, MPP, Haliburton-Kawartha Lakes-Brock -
laurie.scottco@pc.ola.org
Jamie Schmale, MP, Haliburton-Kawartha Lakes-Brock - Jamie.schmale@parl.gc.ca
The Honourable Ernie Hardeman, Minister of Agriculture, Food and Rural Affairs –
minister.omafra@ontario.ca
The Honourable Marie-Claude Bibeau, Minister of Agriculture and Agri-Food - Marie-
Claude.Bibeau@parl.gc.ca
Inspector Ryan Connolly, DRPS - northdivision@drps.ca
Ontario municipalities

February 26, 2021

The Honourable Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

By email only: ernie.hardeman@pc.ola.org

Dear Mr. Hardeman,

Please be advised that the following resolution was passed at the February 10, 2021 Township of Adjala-Tosorontio Council meeting.

*Moved by: Deputy Mayor Meadows
Seconded by: Councilor Hall-Chancey*

Resolved, THAT the Council of the Township of Adjala-Tosorontio request the Ministry of Agriculture, Food and Rural Affairs amend the Tile Drainage Installation Act and/or the regulations under the Act that would require tile drainage contractors file farm tile drainage installation plans with the local municipality; and further,

THAT this resolution be forwarded to Minister of Agriculture, Food and Rural Affairs (Minister Ernie Hardeman), Jim Wilson, MPP Simcoe-Grey, Lisa Thompson, MPP Huron Bruce, Randy Pettapiece, MPP Perth Wellington, Rural Ontario Municipal Association, Ontario Federation of Agriculture, Christian Farmers Federation Of Ontario, Land Improvement Contractors of Ontario, Drainage Superintendents of Ontario and all Ontario municipalities.

If you require further information, please do not hesitate to contact our office.

Sincerely,

Alice Byl

Alice Byl
Deputy Clerk
Township of Adjala-Tosorontio





44816 Harriston Road, RR 1, Gorrie On N0G 1X0
Tel: 519-335-3208 ext 2 Fax: 519-335-6208
www.howick.ca

December 3, 2020

The Honourable Ernie Hardeman
Minister of Agriculture, Food and Rural Affairs

By email only minister.omafra@ontario.ca

Dear Mr. Hardeman:

Please be advised that the following resolution was passed at the December 1, 2020 Howick Council meeting:

Moved by Councillor Hargrave; Seconded by Councillor Illman:

Be it resolved that Council request the Ministry of Agriculture, Food and Rural Affairs amend the Tile Drainage Installation Act and/or the regulations under the Act that would require tile drainage contractors file farm tile drainage installation plans with the local municipality; and further, this resolution be forwarded to Minister of Agriculture, Food and Rural Affairs, Huron-Bruce MPP Lisa Thompson, Perth-Wellington MPP Randy Pettapiece, Rural Ontario Municipal Association, Ontario Federation of Agriculture, Christian Farmers Federation Of Ontario, Land Improvement Contractors of Ontario, Drainage Superintendents of Ontario and all Ontario municipalities. Carried. Resolution No. 288/20

If you require any further information, please contact this office, thank you.

Yours truly,

Carol Watson

Carol Watson, Clerk
Township of Howick



**Background Information to the Township of Howick
Resolution No. 288-20 Requesting Amendments to the
Agricultural Tile Drainage Installation Act**

Rational for Proposed Amendments

Over the years, Howick Township staff have received many requests for tile drainage information on farmland. Usually these requests come after a change in ownership of the farm. Some of these drainage systems were installed recently but many are 30 to 40 or more years old. Many were installed by contractors who are no longer in business or who have sold the business and records are not available.

Information is generally available if the tile was installed under the Tile Drain Loan Program because a drainage plan is required to be filed with the municipality. If the tile system was installed on a farm without using the Tile Drain Loan Program, there likely are no records on file at the municipal office.

The other benefits to filing tile drainage plans with the municipality are identified in Section 65 of the Drainage Act.

- 65(1) – Subsequent subdivision of land (severance or subdivision)
- 65(3) – Drainage connection into a drain from lands not assessed to the drain
- 65(4) – Drainage disconnection of assessed lands from a drain
- 65(5) – Connecting to a municipal drain without approval from council

Section 14 of the Act states:

(1) “The Lieutenant Governor in Council may make regulations,

(a) providing for the manner of issuing licences and prescribing their duration, the fees payable therefor and the terms and conditions on which they are issued;

(a.1) exempting classes of persons from the requirement under section 2 to hold a licence, in such circumstances as may be prescribed and subject to such restrictions as may be prescribed;

(b) Repealed: 1994, c. 27, s. 8 (5).

(c) establishing classes of machine operators and prescribing the qualifications for each class and the duties that may be performed by each class;



- (d) providing for courses of instruction and examinations and requiring licence holders or applicants for a licence under this Act to attend such courses and pass such examinations;
- (e) prescribing the facilities and equipment to be provided by persons engaged in the business of installing drainage works;
- (f) prescribing standards and procedures for the installation of drainage works;
- (g) prescribing performance standards for machines used in installing drainage works;
- (h) prescribing forms and providing for their use;
- (i) respecting any matter necessary or advisable to carry out effectively the intent and purpose of this Act. R.S.O. 1990, c. A.14, s. 14; 1994, c. 27, s. 8 (4, 5)."

I believe it would be beneficial if a regulation required the installer, of agricultural drainage, to file a plan of the drainage system with the municipality following completion of the work.

While most of Section 14 deals with contractor, machine and installer licences, I think that Section 14(f) or 14(i) may allow a regulation change. This would be a better solution than an amendment to the Act.

Recommendations:

- Request by municipal resolution that the Ministry of Agriculture, Food and Rural Affairs amend the Tile Drainage Installation Act and/or the regulations, under the Act, that would require tile drainage contractors file all farm tile drainage installation plans in the Municipality where the installation took place
- Send the municipal resolution to:
 - Minister of Agriculture, Food and Rural Affairs
 - Lisa Thompson, MPP Huron Bruce
 - Randy Pettapiece, MPP Perth Wellington
 - Rural Ontario Municipal Association roma@roma.on.ca
 - [OFA](#)
 - [CFFO](#)
 - All Ontario municipalities
 - the Land Improvement Contractors of Ontario (LICO), and
 - the Drainage Superintendents Association of Ontario (DSAO)

Wray Wilson, Drainage Superintendent
Township of Howick
drainage@howick.ca

COMMUNIQUE

du commissaire des incendies

March 4, 2021

No. 2021-02

ONTARIO FIRE COLLEGE TRAINING MODERNIZATION

This Fire Marshal's Communiqué is issued as a follow up to the January 13, 2021 announcement regarding the decommissioning of the Ontario Fire College (OFC) and the modernization of fire safety training in Ontario.

This Communiqué provides an overview of OFC training modernization through several modes, including online and blended courses, Regional Training Centres (RTCs) and Learning Contracts.

A fire department's training program should be designed to meet its set level of fire protection service, based on its needs and circumstances, and guided by the advice of the fire chief. A training program can include a combination of different OFC training modes as well as local in-house training.

While the decommissioning of the OFC campus in Gravenhurst is set for March 31, 2021, staff will continue to play a leading role in developing training courses. This will include curriculum design and development, registration services, online training development and maintenance, training development to build capacity in RTCs, and monitoring performance and quality assurance of programs at the local level.

As part of this plan, OFC instructors will be assigned regionally so that fire departments have a central point of contact for all training inquiries within their region. Instructors will work collaboratively to ensure the availability of training across Ontario.

Available options for OFC training are outlined below:

1. Online and Blended Courses
2. Learning Contracts
3. Regional Training Centres (RTC)
4. Mobile Live Fire Training Units (MLFTUs)

Inquiries on any of the options available, or how to contact the instructor assigned to your region can be directed to Guy Degagne, Assistant Deputy Fire Marshal, Training and Certification (Guy.Degagne@ontario.ca).

1. Online and Blended Courses

Online courses are generally self-paced, which allows for greater flexibility in completing coursework.

Blended courses have a portion of the course online, combined with specific in-person training sessions. The purpose of blended learning is to focus in-person training to elements that cannot be taught online. Blended courses are offered through RTCs or Learning Contracts.

The following courses are available in either an online and/or blended format:

Course	Online	Blended
Legislation	X	
NFPA 1521	X	
NFPA 1031 – Level 1	X	
NFPA 1035 – PIO	X	
NFPA 1035 – Level 1	X	
NFPA 1021 – Level 1	X	X
NFPA 1021 – Level 2		X
NFPA 1021 – Level 3		X
NFPA 1021 – Level 4		X
NFPA 1041 – Level 1	X	X
NFPA 1041 – Level 2		X
Fire Code – Part 2	X	
Fire Code – Part 6	X	
Fire Code – Part 9	X	
NFPA 1001 – Level 1		X
NFPA 1001 – Level 2		X
NFPA 1002		X
NFPA 1006 – Ice/Water Rescue		X
NFPA 1033 – Fire Investigator		X

The remaining National Fire Protection Association (NFPA) courses are scheduled to be upgraded to online and/or blended by the 2022-23 OFC calendar year. These include:

Course	Online	Blended
NFPA 1031 – Level 1	X	
Fire Code – Part 3	X	
Fire Code – Part 4	X	
Fire Code – Part 5	X	
Courtroom Procedures	X	X
NFPA 1072 Haz Mat Operations		X

2. Learning Contracts

Learning contracts provide access to OFC programs through in-house training that is affordable and scalable, and they are provided at the local fire department at their pace. Learning contracts are set up within one fire department, but there is an opportunity for smaller departments to share in the training.

The OFC supports learning contracts with full OFC course delivery including full registration in the OFC database; OFC course numbers; OFC course material; OFC assistance with arranging ASE testing; OFC support in case of Ministry of Labour investigations; and OFC certificates of completion for each student.

Course delivery costs \$65 per student. Training can occur during working hours to reduce overtime costs and can be provided by fire departments' training staff.

3. Regional Training Centres (RTC)

RTCs are operated by municipalities, community colleges, or associations. They are strategically located across the province and provide access to training for career, composite, volunteer, Northern Fire Protection Program (NFPP), and First Nations fire departments.

RTCs are capable of delivering all NFPA programs, including certification testing, and courses meet professional qualification standards including classroom and outdoor fire ground training. It is important to note that course availability across Ontario will be based on a needs analysis that must support local fire departments and the RTC's infrastructure and capacity to deliver.

A number of factors may result in cost savings or avoidance for fire departments that train at RTCs including mileage to and from the home location, costs to backfill fire department personnel, meal reimbursement, banked time and overtime costs.

The interest to open and operate a new RTC has grown significantly since the announcement in January. A map of current RTC locations is provided below, along with some additional locations being considered. Please note that potential locations are continually being updated and not all locations are reflected in the attached map.

4. Mobile Live Fire Training Units (MLFTUs)

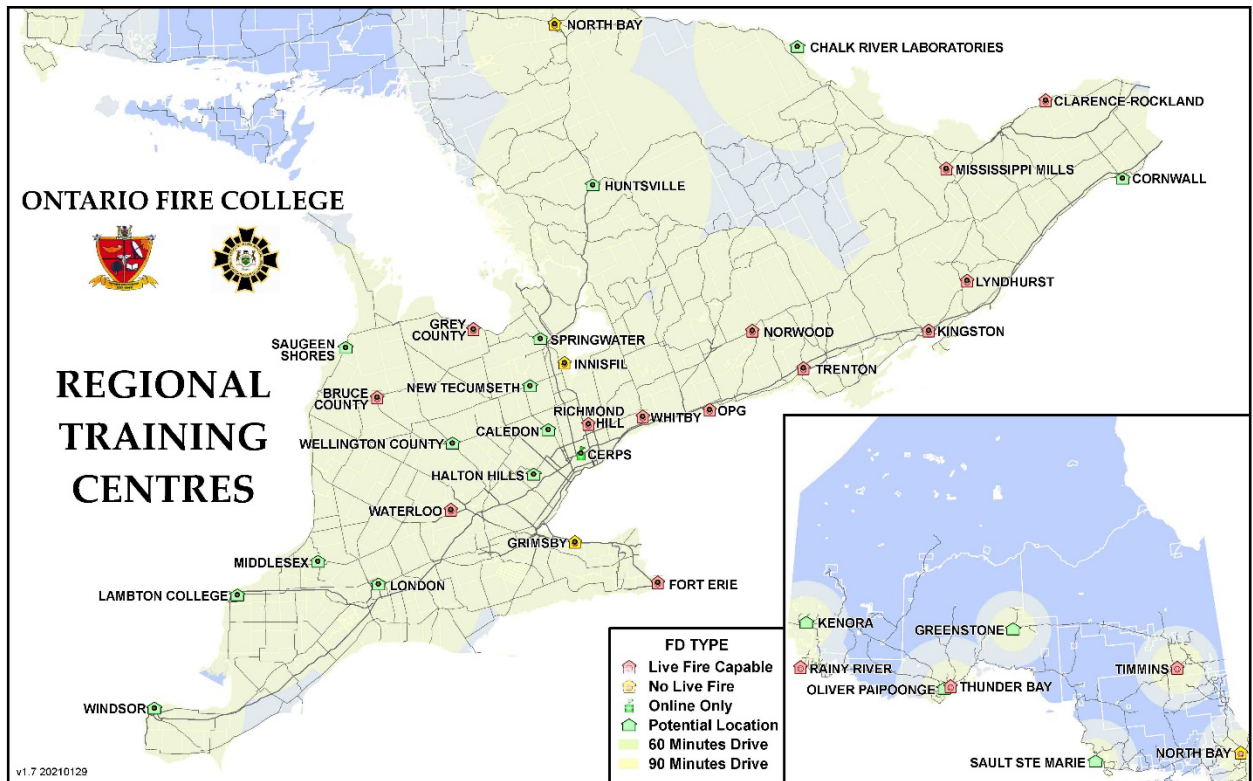
The OFM has purchased two mobile live fire training units that will be available to fire departments across Ontario. In order to support training across the province, one unit will be deployed in northern Ontario and one in southern Ontario. However, this will be continually reviewed to assess where there is the greatest need.

The MLFTUs offer diverse options for live fire training to meet the unique needs of training including: a confined space rescue hatch; main level training rooms; different attack options; multi-prop fire simulators; and portable props.

The OFM will be deploying these units in 2021 and can have them delivered to any location. The MLFTUs will need to be booked in advance and will be available seasonally between May and October. Please contact the OFC Registrar at ApplyOFC@ontario.ca to reserve a unit.

Appendix 1

Map of Ontario's 20 Current Regional Training Centres



Appendix 2
Ontario Fire College – Geographic Coverage Areas

Andrew Blair – Eastern Ontario	<ul style="list-style-type: none"> • Northumberland • Peterborough • Hasting • Prince Edward • Lennox Addington • Frontenac • Lanark • Ottawa • Leeds and Grenville • Stormont, Dundas, and Glengarry • Prescott-Russell
Robert King – Central Ontario	<ul style="list-style-type: none"> • Kawartha Lakes • Haliburton • Muskoka • Simcoe • Grey • Bruce • Dufferin
Ken Benoit – GTA / Niagara	<ul style="list-style-type: none"> • Durham • York • Peel • Toronto • Halton • Hamilton • Niagara
Lyle Quan – Southwest Ontario	<ul style="list-style-type: none"> • Wellington • Waterloo • Brant • Haldimand • Norfolk • Oxford • Perth • Huron • Middlesex • Elgin • Lambton • Chatham-Kent • Essex

Grant Love – Northeast Ontario	<ul style="list-style-type: none"> • Renfrew • Nipissing • Parry Sound • North Bay • Temiskaming
Jamie Meyer – Rainbow / Algoma / Far Northeast	<ul style="list-style-type: none"> • Sudbury • Algoma (Wawa and East and South of Wawa) • Cochrane • Manitoulin
Jennifer Grigg – Northwest Ontario (Nipigon and East)	<ul style="list-style-type: none"> • Thunder Bay (Area East of Nipigon) • Algoma (Wawa and West and North of Wawa)
Tim Beebe – Northwest Ontario (Nipigon and West)	<ul style="list-style-type: none"> • Kenora • Rainy River • Thunder Bay (Area West of Nipigon)

From: [Jana Nethercott](#)
To: [Jana Nethercott](#)
Subject: FW: Support
Date: March 8, 2021 8:34:50 AM

From: Jeff Clouse <jclouse@juceconnect.com>
Sent: March 7, 2021 8:47 AM
To: Magda Badura <mbadura@westelgin.net>
Subject: Support

Good Day Magda,

I am applying for the Universal Broadband Fund from the Government of Canada. It is a fund for up to 95% funding towards helping rural areas get internet speeds of at a minimum of 50 down 10 up.

In the application it states that having a supporting community behind your company doing what they can to help expand rural internet access would really help in achieving funding.

I am looking for a letter from West Elgin that I can submit with my application to that effect.

Thanks for your time,

Jeff Clouse

Juce Connect

Telephone: (226) 364-1212 Ridgetown

(519) 882-2121 Petrolia

2 Main Street East, Ridgetown, ON N0P2C0

4109 Petrolia Line, Petrolia, ON N0N1R0

support@juceconnect.com

www.juceconnect.com

*Optimist Club of West Lorne, Inc, 45-257
142 Chestnut Street
West Lorne ON
N0L 2P0
Joan Neil President*

To the Council of the Municipality of West Elgin

Thank you for the grants that you have awarded to the Optimist Club of West Lorne for the operation of our events. Only through the generous donations of the municipality and merchants, are we able to run some of our programs for the children in our area.

This year, because of the uncertainty of covid, we have elected to run a virtual Road Race from May 1 to May 16. There will be a free registration with the opportunity for the registrants to make a donation to three (3) children's charities being the Children's Cancer Foundation (Beads for Bravery Program), Conductive education for children who have mobility problems, and M.I. Understanding for children who are having issues with anxiety. We will not be providing shirts or prize money. Therefore, the only expense we will have this year will be for the Road Race Web Page which we figure will be around \$500.

Since our expenses are only going to be around \$500, We are asking if you would see fit to make a donation to our Road Race and help us raise money for these charities. Children are precious and we need to help them overcome their obstacle's.

Thanking you for your constant support in our endeavours.

Ken Neil



Optimist Virtual Road Race Co-Chair





MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2021-16

A By-law to Authorize the Execution of an Agreement between Her Majesty the Queen in Right of Ontario and The Corporation of the Municipality of West Elgin for the Investing in Canada Infrastructure Program, Green Stream.

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure for the purposes of providing monies to the Corporation of the Municipality of West Elgin through the Investing in Canada Infrastructure Program (ICIP): Green Stream; and

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure, in the form of an agreement titled Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Green Stream Project, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect upon final reading.

Read a first, second, and third time and passed this 11th day of March, 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

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

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

B E T W E E N:

Her Majesty the Queen in right of Ontario,
as represented by the Minister of Infrastructure

(“**Ontario**” or the “**Province**”)

- and -

Corporation of the Municipality of West Elgin

(**CRA#872772496**)

(the “**Recipient**”)

BACKGROUND

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

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

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

Under the Bilateral Agreement, Canada agrees, amongst other things, to provide contribution funding to the Province under the Green infrastructure funding stream of ICIP. This stream supports greenhouse gas emission (GHG) reductions, enables greater adaptation and resilience to the impacts of climate change and climate related disaster mitigation, and ensures that more communities can provide clean air and safe drinking water for their citizens.

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

The Recipient has applied to the Province for ICIP funds to assist the Recipient in carrying out a Green Stream project.

The Province has submitted to Canada for approval and the Province and Canada have approved, in accordance with the terms and conditions set out in the Bilateral Agreement, the Project as set out in Schedule "C".

The Agreement sets out the terms and conditions upon which ICIP funds, up to the Maximum Funds, will be provided to the Recipient for carrying out the Project.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 **Schedules to the Agreement.** The following schedules and their sub-schedules, if any, form part of the Agreement:

Schedule "A" - General Terms and Conditions

Schedule "B" - Specific Information

Schedule "C" - Project Description, Financial Information, Timelines and Project Standards

Schedule "D" - Reports

Schedule "E" - Eligible Expenditures and Ineligible Expenditures

Schedule "F" - Evaluation

Schedule "G" - Communications Protocol

Schedule "H" - Disposal of Assets

Schedule "I" - Aboriginal Consultation Protocol

Schedule "J" - Requests for Payment and Payment Procedures

Schedule "K" - Committee

1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties in respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements save and except for the Bilateral Agreement, which shall apply in accordance with section 2.1.

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 EXECUTION, DELIVERY AND COUNTERPARTS

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

3.2 **Electronic Execution and Delivery of Agreement.** The parties agree that the Agreement may be validly executed electronically, and that their respective electronic signature is the legal equivalent of a manual signature. The electronic or manual signature of a party may be evidenced by one of the following means and transmission of the Agreement may be as follows:

- (i) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement delivered by facsimile transmission to the other Party;
- (ii) a manual signature of an authorized signing representative placed in the respective signature line of the Agreement and the Agreement scanned as a pdf and delivered by email to the other Party;
- (iii) a digital signature, including the name of the authorized signing representative typed in the respective signature line of the Agreement, an image of a manual signature or an Adobe signature of an authorized signing representative, or any other digital signature of an authorized signing representative, placed in the respective signature line of the Agreement and the Agreement delivered by email to the other Party; or

(iv) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT AND AGREEMENT REVIEW

4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

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

5.0 ACKNOWLEDGEMENT

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

- (a) the Funds are to assist the Recipient to carry out the Project and not to provide goods or services to the Province or Canada;
- (b) the Province and Canada are not responsible for carrying out the Project;
- (c) the Province's and Canada's role in respect of the Project is limited to making a financial contribution to the Recipient for the Project, and the Province and Canada are not involved in the Project or its operation;
- (d) the Province and Canada are neither decision-makers nor administrators in respect of the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (f) Canada is bound by the *Access to Information Act* (Canada) and any information provided to Canada by either the Province or the Recipient in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;
- (g) by receiving Funds, the Recipient may be subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the Broader Public Sector Accountability Act, 2010 (Ontario), the Public Sector Salary Disclosure Act, 1996 (Ontario), and the Auditor General Act (Ontario); and

(h) the Recipient has read and understood the Bilateral Agreement.

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

6.0 CANADA'S RIGHTS AND INFORMATION SHARING WITH CANADA

- 6.1 **Third Party Beneficiary.** The Recipient agrees that, although the Agreement is between the Province and the Recipient, Canada is, in respect of the rights, covenants, remedies, obligations, indemnities, and benefits (together referred to as "**Rights**") undertaken or given to Canada in the Agreement, a third party beneficiary under the Agreement and is entitled to rely upon and directly enforce those Rights as if Canada were a party to the Agreement.
- 6.2 **Sharing of Information with the Province and Canada.** The Recipient agrees that, consistent with section 6.1 (Third Party Beneficiary) and for the implementation of the Bilateral Agreement:
- (a) the Province or Canada, or both, and in respect of Canada either directly or through the Province, may, upon Notice to the Recipient, request additional information from the Recipient including, without limitation, information for any determination under Article A.27.0 (Environmental Requirements and Assessments) and Article A.28.0 (Aboriginal Consultation);
 - (b) if the Province or Canada, or both, provide the Recipient with Notice under paragraph 6.2(a), the Recipient will, within the timelines set out in the Notice, deliver the information to either the Province or Canada, or both, as required; and
 - (c) the Province or Canada, or both, may share any information received from the Recipient pursuant to the Agreement with each other.

[SIGNATURE PAGE FOLLOWS]

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO, as
represented by the Minister of Infrastructure

Date

p.p. Adam Redish, Assistant Deputy Minister
The Honourable Laurie Scott
Minister of Infrastructure

AFFIX
CORPORATE
SEAL

Corporation of the Municipality of West Elgin

Date

Name:
Title:

I have authority to bind the Recipient.

Date

Name:
Title:

I have authority to bind the Recipient.

[SCHEDULE “A” – GENERAL TERMS AND CONDITIONS FOLLOWS]

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A.1.0 INTERPRETATION AND DEFINITIONS

A.1.1 **Interpretation.** For the purposes of interpretation:

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

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

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

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

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

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated, or improved, in whole or in part, with any of the Funds.

“Authorities” means any government authority, agency, body or department having or claiming jurisdiction over the Agreement or the Project, or both.

“Bilateral Agreement” means the Canada-Ontario Integrated Bilateral Agreement for

the Investing in Canada Infrastructure Program entered into between Canada and Her Majesty the Queen in right of Ontario, effective as of March 26, 2018, as amended.

“Business Day” means any working day the Province is open for business, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other day on which the Province is not open for business.

“Canada” means, unless the context requires otherwise, Her Majesty the Queen in right of Canada.

“Canada’s Maximum Contribution” means the maximum contribution from Canada as set out in Schedule “C”.

“Committee” refers to a Committee established pursuant to section A.29.1 (Establishment of Committee).

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“Contract” means a contract between the Recipient and a Third Party whereby the Third Party agrees to supply goods or services, or both, in respect of the Project in return for financial consideration.

“Effective Date” means the date of signature by the last signing party to the Agreement.

“Eligible Expenditures” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Environmental Laws” means all applicable governmental, regulations, by-laws, orders, rules, policies, or guidelines respecting the protection of the natural environment or the public, and the manufacture, importation, handling, transportation, storage, disposal, and treatment of environmental contaminants and includes, without limitation, the *Environmental Protection Act* (Ontario), *Environmental Assessment Act* (Ontario), *Ontario Water Resources Act* (Ontario), *Canadian Environmental Protection Act, 1999* (Canada), *Canadian Environmental Assessment Act, 2012* (Canada), *Fisheries Act* (Canada), and *the Canadian Navigable Waters Act* (Canada).

“Evaluation” means an evaluation in respect of the Project or the ICIP as described in Article F.1.0 (Project and ICIP Evaluations).

“Event of Default” has the meaning ascribed to it in section A.12.1 (Events of Default).

“Expiration Date” means the expiry date set out in Schedule “B” (Specific Information).

“Federal Approval Date” means the date on which Canada has approved the Project identified in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiration Date, whichever comes first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement, and in any event, will not exceed the Maximum Funds.

“Holdback” means the Holdback described in and to be paid in accordance with section A.4.12 (Retention of Contribution) and Article J.7.0 (Holdback).

“ICIP” means the Investing in Canada Infrastructure Program, a federal infrastructure program described in the first paragraph of the “Background” to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario and Her Majesty the Queen in right of Canada, and includes their respective ministers, officers, servants, agents, appointees and employees.

“Ineligible Expenditures” means the costs that are ineligible for payment under the terms and conditions of the Agreement, and that are described in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

“Interest or Interest Earned” means the amount of money earned by the Recipient from placing the Funds in an interest bearing account as set out under section A.4.4 of Schedule “A” of this Agreement, and includes any and all interest or other income generated from the Funds.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including

legal, expert, and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Maximum Funds” means the maximum Funds amount as set out in Schedule “B” (Specific Information).

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Ontario’s Maximum Contribution” means the maximum contribution from Ontario as set out in Schedule “C”.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Person” means, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, or agents.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding, whether in contract, tort (including negligence), or otherwise, that anyone makes, brings, or prosecutes as a result of or in connection with the Project or any part of the Agreement or the Bilateral Agreement.

“Project” means the undertaking described in Schedule “C” (Project Description, Financial Information, Timelines, and Project Standards).

“Records Review” means any assessment the Province conducts pursuant to section A.7.4 (Records Review).

“Remedial Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A.12.3 (b), and includes any such period or periods of time by which the Province extends that time in accordance with section A.12.4 (Recipient Not Remediating).

“Reports” means the reports described in Schedule “D” (Reports).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities, and includes the Environmental Laws.

“Substantial Completion” or **“Substantially Completed”** means that the Project can be used for the purpose for which it was intended and, in any event, no later than October 31, 2026.

“Term” means the period of time described in section A.3.1 (Term).

“Third Party” means any person or legal entity, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means the total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

A.2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A.2.1 General. The Recipient represents, warrants, and covenants that, in respect of the Project:

- (a) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Project, the Funds, or both;
- (c) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including, without limitation, any information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete;
- (d) the Project meets and will continue to meet all of the program’s eligibility criteria, construction conditions and the Recipient will abide by all of the Province’s and Canada’s respective requirements set out in the guidelines, including the financial, contractual and reporting requirements;
- (e) the Project will meet at least one of the outcomes in the table below:

Adaptation, Resilience and Disaster Mitigation Outcomes:
Increased structural capacity and/or increased natural capacity to adapt to climate change impacts, natural disasters and/or extreme weather events
Environmental Quality Outcomes:
Increased capacity to treat and/or manage wastewater and stormwater
Increased access to potable water

- (f) if the Project meets an environmental quality outcome, once complete it will, depending on the nature of the Project:

- (i) result in wastewater effluent that meets the Wastewater Systems Effluent Regulations or provincial regulations where there is a federal equivalency agreement in place, where applicable; or
 - (ii.) result in drinking water quality that meets or exceeds provincial standards, where applicable.
- (g) any Funds received have not displaced, and will continue to not displace, the Recipient's own funding and spending on public transit.

A.2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, in a manner that is satisfactory to the Province, including passing of municipal by-law or council resolution authorizing the Recipient to enter into the Agreement, where required.

A.2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A.7.0 (Reporting, Accounting, and Review); and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A.2.4 Supporting Proof. Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A.2.0 (Representations, Warranties, and Covenants).

A.3.0 TERM OF THE AGREEMENT AND SUBSTANTIAL COMPLETION

A.3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date, unless terminated earlier pursuant to Article A.11.0 (Termination on Notice) or Article A.12.0 (Event of Default, Corrective Action, and Termination for Default).

A.3.2 Substantial Completion. The Recipient will ensure that the Project is Substantially Completed on or before October 31, 2026.

A.4.0 FUNDS AND CARRYING OUT THE PROJECT

A.4.1 Funds Provided. The Province will:

- (a) provide the Recipient funding up to the Maximum Funds for the sole purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the request for payment and payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures); and
- (c) deposit the Funds into an account the Recipient designates, provided that the account:
 - (i) is at a branch of a Canadian financial institution in Ontario; and
 - (ii) is solely in the name of the Recipient.

A.4.2 Limitation on Payment of Funds. Despite section A.4.1 (Funds Provided):

- (a) in addition to any other limitation under the Agreement on the payment of Funds, the Province is not obligated to provide:
 - (i) any Funds to the Recipient until the Recipient fulfils the special conditions listed in section A.31.1 (Special Conditions); and
 - (ii) any Funds to the Recipient until the Province and Canada are satisfied with the progress of the Project;
- (b) the Province, at its sole discretion, may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A.7.2 (Preparation and Submission); and
- (c) any payment of Funds is subject to:
 - (i) the requirements of the *Financial Administration Act* (Ontario), including the availability of an appropriation by the Ontario Legislature that is sufficient and constitutes lawful authority for the payment;
 - (ii) ministerial funding levels in respect of transfer payments, the program under which the Agreement was made, or otherwise that are sufficient for the

payment; and

- (iii) Canada's payment of funds to the Province, pursuant to the Bilateral Agreement, that are sufficient for the payment.

The Province, at its sole discretion, may reduce or cancel any amount of Funds or terminate the Agreement in response to a reduction or lack of federal or provincial government appropriation, ministerial funding levels, or Canada's payment of funds. Notwithstanding Article A.9.0 (Limitation of Liability and Indemnity), the Province will not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract or in tort (including negligence) or otherwise, arising from any reduction or cancellation of Funds. If any changes to the Agreement, including changes in respect of the Project, are required as a result, the Parties agree to amend the Agreement accordingly.

A.4.3 Use of Funds and Carry Out the Project. The Recipient will, in respect of the Project, do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only on Eligible Expenditures as described in Schedule "E" (Eligible Expenditures and Ineligible Expenditures);
- (d) not use the Funds to cover any Ineligible Expenditure; and
- (e) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, or ministry, department, agency, or organization of the Government of Ontario or of the Government of Canada.

A.4.4 Interest-Bearing Account. If for any reason, Funds were provided to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account solely in the name of the Recipient at a branch of a Canadian financial institution in Ontario. The Recipient will hold the Funds plus any Interest Earned in trust for the Province until the Funds are used in accordance with the Agreement.

A.4.5 Interest. If the Recipient earns any Interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount equal to the Interest Earned from the remaining Funds, if any;
- (b) demand from the Recipient the payment of an amount equal to the Interest Earned.

A.4.6 Maximum Funds and Recovery of Excesses. The Recipient acknowledges that:

- (a) the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds;
- (b) if Canada's total contribution from all federal sources in respect of the Project exceeds 40 percent of Total Eligible Expenditures, the Province may demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess;
- (c) if the Total Financial Assistance received in respect of the Project exceeds one hundred percent (100%) of Total Eligible Expenditures, the Province, at its sole discretion, may, up to the Maximum Funds, demand the return of the excess from the Recipient and the Recipient shall return the excess forthwith or the Province may reduce the remaining Funds under the Agreement by an amount equal to the excess.

A.4.7 Disclosure of Other Financial Assistance. The Recipient will inform the Province promptly of any financial assistance received in respect of the Project.

A.4.8 Rebates, Credits, and Refunds. The Province will, in respect of the Project, calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A.4.9 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Expenditures, and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A.4.10 Increase in Project Costs. If, at any time during the Term the Recipient determines that it will not be possible to complete the Project unless it expends amounts in excess

of all funding available to it (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. If the Recipient so notifies the Province, it will, within 30 days of a request from the Province, provide a summary of the measures that it proposes to remedy the Shortfall. If the Province is not satisfied that the measures proposed will be adequate to remedy the Shortfall, then the Province may exercise one or more of the remedies available to it pursuant to section A.12.4 (Recipient Not Remediating).

A.4.11 Recipient’s Request for Payment and Payment Procedures. The Recipient agrees to submit its requests for payment in accordance with the payment procedures provided for in Schedule “J” (Requests for Payment and Payment Procedures).

A.4.12 Retention of Contribution. The Province will retain 10% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the Recipient has fulfilled all of its obligations under the Agreement for the Project.

A.5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, CONTRACT PROVISIONS, AND DISPOSAL OF ASSETS

A.5.1 Acquisition. The Recipient will ensure that all Contracts are awarded in way that is:

- (a) is fair, transparent, competitive, and consistent with value for money principles, or in a manner otherwise acceptable to the Province and Canada; and
- (b) if applicable, is in accordance with the Canadian Free Trade Agreement and international agreements.

A.5.2 Non-Compliance with Acquisition Requirements. If the Province or Canada determines that a Contract is awarded in a manner that is not in compliance with the requirements in section A.5.1 (Acquisition), upon giving Notice to the Recipient, the Province may consider the expenditures associated with the Contract to be an Ineligible Expenditure.

A.5.3 Exemptions to Competitive Awarding. The Province and Canada may consent to the provision of exemptions from competitive awarding of Contracts on a case-by-case basis, in their sole and absolute discretion, if the Recipient:

- (a) provides a written request indicating the business case rationale for the exemption, in advance of the Contract being awarded;
- (b) attests to:
 - (i) following value-for-money procurement processes for materials and sub-contracts; and
 - (ii) following its own policies and procedures.

- A.5.4 Contract Provisions.** The Recipient will ensure that all Contracts are consistent with and incorporate the relevant provisions of the Agreement, including its insurance provisions. More specifically, but without limiting the generality of the foregoing, the Recipient agrees to include provisions in all Contracts to ensure:
- (a) that proper and accurate accounts and records are kept and maintained as described in the Agreement including, but not limited to, in paragraph A.7.3(a);
 - (b) that all applicable Requirements of Law including, without limitation, labour and human rights legislation, are complied with; and
 - (c) that the Contract secures the respective rights of the Province and Canada, and any authorized representative or independent auditor identified by the Province or Canada, and the Auditor General of Ontario and the Auditor General of Canada to:
 - (i) inspect and audit the terms of any Contract, record or account in respect of the Project; and
 - (ii) have free and timely access to the Project sites and facilities, and any records, documentation or information, as contemplated pursuant to section A.7.5 (Inspection and Removal).
- A.5.5 Disposal of Assets.** The Recipient will not, unless in accordance with the terms and conditions set out in Schedule “H” (Disposal of Assets), sell, lease, encumber, or otherwise dispose, directly or indirectly, of any Asset.

A.6.0 CONFLICT OF INTEREST

- A.6.1 Conflict of Interest Includes.** For the purposes of this Article A.6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:
- (a) the Recipient or any person who has the capacity to influence the Recipient’s decisions has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to interfere with the Recipient’s objective, unbiased, and impartial judgment in respect of the Project or the use of the Funds, or both; or
 - (b) a former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes, or policies of Canada apply will derive a direct benefit from the Agreement, unless the provision or receipt of such benefits complies with such legislation, guidelines, policies, or codes.

A.6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province consents in writing to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A.7.0 REPORTING, ACCOUNTING, AND REVIEW

A.7.1 Province and Canada Include. For the purpose of sections A.7.4 (Records Review), A.7.5 (Inspection and Removal) and A.7.6 (Cooperation), "Province" includes Canada and any auditor or representative that the Province or Canada, or both, may identify.

A.7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A.15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements provided for in Schedule "D" (Reports); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A.7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years after the Expiration Date:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles, including but not limited to its

contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A.7.4 Records Review. The Province, at its sole discretion and expense, may, upon 24 hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient or the Project regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project; or
- (c) the Recipient's allocation and expenditure of the Funds.

A.7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records or documents referred to in section A.7.3 (Record Maintenance);
- (b) remove any copies the Province makes pursuant to section A.7.5(a); and
- (c) share any documents, records and findings with Canada.

A.7.6 Cooperation. To assist the Province in respect of its rights provided for in section A.7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) coordinating access with any Third Party;
- (c) assisting the Province to copy the records and documents;
- (d) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (e) carrying out any other activities the Province requests.

A.7.7 No Control of Records. No provision of the Agreement will be construed so as to give the Province or Canada, or both, any control whatsoever over the Recipient's records.

- A.7.8 Auditor General (Ontario and Canada).** The Province's rights under this Article A.7.0 (Reporting, Accounting, and Review) are in addition to any rights provided to the Auditor General of Ontario pursuant to section 9.2 of the *Auditor General Act* (Ontario) and to the Auditor General of Canada pursuant to section 7.1 of the *Auditor General Act* (Canada).
- A.7.9 Sharing of Audit Findings and Reports.** The Recipient acknowledges that Canada and the Province may:
- (a) inform each other, and any of their respective authorized representatives and auditors, that an audit is being conducted; and
 - (b) share the findings of any audit or investigation, including any ensuing report, with each other and any of their respective authorized representatives and auditors.
- A.7.10 Evaluation.** The Recipient agrees to participate in any Evaluation and comply with the requirements for such Evaluation that are set out in Schedule "F" (Evaluation).
- A.7.11 Calculations.** The Recipient will make all calculations and prepare all financial data to be submitted in accordance with the generally accepted accounting principles in effect in Canada. These will include, without limitation, those principles and standards approved or recommended from time to time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, or any successor institute, applied on a consistent basis.
- A.7.12 Adverse Fact or Event.** The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A.8.0 COMMUNICATIONS REQUIREMENTS

- A.8.1 Communications Protocol.** The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A.9.0 LIMITATION OF LIABILITY AND INDEMNITY

- A.9.1 Province and Canada Limitation of Liability.** In no event will any of the Indemnified Parties be held liable for any damages, including direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort (including negligence), or otherwise, for:
- (a) any injury to any Person, including, but not limited to, death, economic loss, or infringement of rights;

- (b) any damage to or loss or destruction of property of, any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation

in relation to the Agreement, the Bilateral Agreement, or the Project.

A.9.2 Indemnification of the Province and Canada. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding based upon or occasioned by:

- (a) any injury to any Person, including, but not limited to, death, economic loss, or any infringement of rights;
- (b) any damage to, or loss or destruction of, property of any Person; or
- (c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease, or other long-term obligation,

except to the extent to which such Loss or Proceeding is caused by the negligence or wilful misconduct of any Indemnified Party in the performance of that Indemnified Party's duties.

A.9.3 Recipient's Participation. The Recipient will, at its expense, to the extent requested by the Province or Canada, or both, participate in or conduct the defence of any Proceeding against any of the Indemnified Parties and any negotiations for their settlement.

A.9.4 Province's Election. The Province or Canada, or both, may elect to participate in, or conduct the defence of, any Proceeding by providing Notice to the Recipient of such election, without prejudice to any other rights or remedies of the Province under the Agreement or of the Province or Canada under the Bilateral Agreement, at law or in equity. If the Province, Canada, or the Recipient, as applicable, participates in the defence, it will do so by actively participating with the other's counsel.

A.9.5 Settlement Authority. The Recipient will not enter into a settlement of any Proceeding against any of the Indemnified Parties unless the Recipient has obtained from the Province or Canada, as applicable, prior written approval or a waiver of this requirement. If the Recipient is requested by the Province or Canada to participate in or conduct the defence of any Proceeding, the Province or Canada, as applicable, will cooperate with and assist the Recipient to the fullest extent possible in the Proceeding and any related settlement negotiations.

A.9.6 Recipient's Cooperation. If the Province or Canada conducts the defence of any Proceeding, the Recipient will cooperate with and assist the Province or Canada, as applicable, to the fullest extent possible in the Proceeding and any related settlement

negotiations.

A.10.0 INSURANCE

A.10.1 Recipient's Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain at its own cost and expense for a period extending at least 90 Business Days beyond the Term, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence, and including products and completed operations coverage with the endorsements identified below:

- (a) the Indemnified Parties as additional insureds in respect of liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A.10.2 Proof of Insurance. At the request of the Province from time to time, the Recipient will:

- (a) provide to the Province, either:
 - (i) annually, certificates of insurance that confirm the insurance coverage as provided in section A.10.1 (Recipient's Insurance); or
 - (ii) other proof that confirms the insurance coverage as provided for in section A.10.1 (Recipient's Insurance); and
- (b) at the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement or both.

A.11.0 TERMINATION ON NOTICE

A.11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A.11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A.11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) Direct the Recipient not to incur any further costs for the Project subsequent to the Notice of termination. If the Recipient fails to comply with such direction and unless with the Province's prior written consent, the Recipient shall be solely responsible for any further costs incurred after such Notice was given;
- (b) cancel all further instalments of Funds; and
- (c) demand the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient.

A.12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A.12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including:

- (a) failing to carry out the Project in whole or in part in accordance with the terms of the Agreement;
- (b) failing to use or spend Funds in accordance with the terms of the Agreement;
- (c) failing to provide, in accordance with section A.7.2 (Preparation and Submission), Reports or such other reports as the Province may have requested pursuant to the Agreement);
- (d) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (e) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (f) the Recipient ceases to operate.

A.12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, and at its sole discretion, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the

successful continuation or completion of the Project;

- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds plus any Interest Earned remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the repayment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty, or costs to the Province upon giving Notice to the Recipient.

A.12.3 Opportunity to Remedy. If, in accordance with paragraph A.12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Remedial Period.

A.12.4 Recipient Not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A.12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Remedial Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Remedial Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province, the Province may extend the Remedial Period or

initiate any one or more of the actions provided for in paragraphs A.12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A.12.5 When Termination Effective. Termination under this Article A.12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A.13.0 FUNDS UPON EXPIRY

A.13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds plus Interest Earned remaining in its possession, under its control, or both.

A.14.0 DEBT DUE AND PAYMENT

A.14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount the Recipient is entitled to under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds plus any Interest Earned from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds plus any Interest Earned.

A.14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds, or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds, or any other amounts under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A.14.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then-current interest rate charged by the Province of Ontario on accounts receivable.

A.14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address set out in Schedule "B" (Specific Information) for the purposes of Notice to the Province.

A.14.5 Failure to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A.15.0 NOTICE

A.15.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Specific Information), or as either Party later designates to the other by Notice.

A.15.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is delivered; and
- (b) in the case of email, personal delivery, or courier, on the date on which the Notice is delivered.

A.15.3 Postal Disruption. Despite paragraph A.15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or courier.

A.16.0 CONSENT BY PROVINCE OR CANADA AND COMPLIANCE BY RECIPIENT

A.16.1 Consent. When the Province or Canada provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province or Canada may have attached to the consent.

A.17.0 SEVERABILITY OF PROVISIONS

- A.17.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A.18.0 WAIVER

- A.18.1 Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.
- A.18.2 Waiver Applies.** If in response to a request made pursuant to section A.18.1 (Waiver Request) a Party consents to a waiver, the waiver will:
- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
 - (b) apply only to the specific obligation referred to in the waiver.
- A.18.3 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A.15.0 (Notice). Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A.19.0 INDEPENDENT PARTIES

- A.19.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of either the Province or Canada, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.
- A.19.2 No Authority to Represent.** Nothing in the Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of the Province or Canada, or both, or to act as an agent for the Province or Canada. The Recipient will take the necessary action to ensure that any Contract between the Recipient and a Third Party contains a provision to that effect.

A.20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

- A.20.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A.20.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A.21.0 GOVERNING LAW

A.21.1 Governing Law. The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A.22.0 FURTHER ASSURANCES

A.22.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time in respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A.23.0 JOINT AND SEVERAL LIABILITY

A.23.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A.24.0 RIGHTS AND REMEDIES CUMULATIVE & JOINT AUTHORSHIP

A.24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A.24.2 Joint Authorship Of Agreement. Each and every provision of this Agreement shall be construed as though both Parties participated equally in the drafting of same, and any rule of construction that a document shall be construed against the drafting party, including without limitation, the doctrine commonly known as contra proferentem, shall not be applicable to this Agreement. The Parties shall not seek to avoid a provision

herein because of its authorship through recourse to a third-party, court, tribunal or arbitrator.

A.25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A.25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province, at its sole discretion, may suspend the payment of Funds for such period as the Province determines appropriate and may demand immediate repayment or deduct such amounts owing plus any Interest Earned from the remaining Funds, if any, as a result of such Failure.

A.26.0 SURVIVAL

A.26.1 Survival. Any rights and obligations of the Parties that, by their nature, extend beyond the termination of the Agreement will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement. Surviving provisions include, without limitation, the following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules, and sub-schedules: Articles 1.0 (Entire Agreement), 2.0 (Conflict or Inconsistency), 5.1 (Acknowledgement from Recipient), 6.0 (Canada’s Rights and Information Sharing with Canada), A.1.0 (Interpretation and Definitions) and any other applicable definitions, A.2.0 (Representations, Warranties, and Covenants), A. 4.1(c), A.4.2(c), sections A.4.4 (Interest-Bearing Account), A.4.5 (Interest), A.4.6 (Maximum Funds and Recovery of Excesses), A.4.8 (Rebates, Credits, and Refunds), A.4.9 (Recipient’s Acknowledgement of Responsibility for Project), A.5.5 (Disposal of Assets), A.7.1 (Province and Canada Include), A.7.2 (Preparation and Submission) (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), A.7.3 (Record Maintenance), A.7.4 (Records Review), A.7.5 (Inspection and Removal), A.7.6 (Cooperation), A.7.7 (No Control of Records), A.7.8 (Auditor General (Ontario and Canada)), A.7.9 (Sharing of Audit Findings and Reports), A.7.10 (Evaluation), A.7.11 (Calculations), Articles A.8.0

(Communications Requirements), A.9.0 (Limitation of Liability and Indemnity), A.10.1, for a period extending 90 Business Days beyond the Terms, sections A.11.2 (Consequences of Termination on Notice by the Province), A.12.1 (Events of Default), paragraphs A.12.2(d), (e), (f), (g), (h) and (i), A.13.0 (Funds Upon Expiry), A.14.0 (Debt Due and Payment), A.15.0 (Notice), and A.17.0 (Severability of Provisions), section A.20.2 (Agreement Binding), and Articles A.21.0 (Governing Law), A.23.0 (Joint and Several Liability), A.24.0 (Rights and Remedies Cumulative & Joint Authorship), A.26.0 (Survival), A.27.0 (Environmental Requirements and Assessments), A.28.0 (Aboriginal Consultation), and A.31.0 (Special Conditions).

A.27.0 ENVIRONMENTAL REQUIREMENTS AND ASSESSMENTS

A.27.1 Federal Environmental Requirements. Without limitation to the Recipient's obligations to comply with Environmental Laws and for greater clarity:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and
- (b) the Province will have no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province, until Canada is satisfied that federal requirements are met, and continue to be met, under the following:
 - (i) *Canadian Environmental Assessment Act, 2012*;
 - (ii) other applicable environmental assessment legislation that is or may come into force during the term of the Agreement; and
 - (iii) other applicable agreements between Canada and Aboriginal Communities.

A.27.2 Assessments. The Recipient will complete the assessments that are further described in Schedule "D" (Reports).

A.28.0 ABORIGINAL CONSULTATION

A.28.1 Aboriginal Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Aboriginal Consultation Protocol provided for in Schedule "I" (Aboriginal Consultation Protocol).

A.28.2 Legal Duty to Consult. Until Canada and, if applicable, the Province are satisfied that any legal duty to consult and, where appropriate, to accommodate Aboriginal Communities, or any other federal consultation requirement, has been, and continues to be met:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project; and

- (b) despite section A.4.1, the Province has no obligation to pay any Eligible Expenditures that are capital costs, as determined by the Province and Canada; and, for the Project requiring consultation, Canada and, if applicable, the Province must be satisfied that:
 - (i) Aboriginal Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided a summary of consultation or engagement activities, including a list of Aboriginal Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which Canada or the Province, or both, may deem appropriate.

A.28.3 Funding Conditional upon Meeting Aboriginal Consultation Obligations. No Funds will be provided to the Recipient under the Agreement unless Canada and, if applicable in the opinion of the Province, the Province are satisfied that their respective obligations have been met in respect of the legal duty to consult and, if applicable, accommodate any Aboriginal Community.

A.29.0 COMMITTEE

A.29.1 Establishment of Committee. The Province may, at its sole discretion, require the establishment of a committee to oversee the Agreement (the “Committee”).

A.29.2 Notice of Establishment of Committee. Upon Notice from the Province, the Parties will hold an initial meeting to establish, in accordance with Schedule “K” (Committee), the Committee described in section A.29.1 (Establishment of Committee).

A.30.0 DISPUTE RESOLUTION

A.30.1 Contentious Issues. The Parties will keep each other informed of any issues that could be contentious.

A.30.2 Examination by the Committee and Parties. If a contentious issue arises and a Committee has been established under section A.29.1 (Establishment of Committee), the Parties will refer the contentious issue that may arise to the Committee for examination. In the absence of a Committee, the Parties will examine the contentious issue.

- A.30.3 **Potential Dispute Resolution by Committee.** The Committee or the Parties, as the case may be, will attempt, reasonably and in good faith, to resolve disputes as soon as possible and, in any event, within, for the Committee, 30 days, or, for the Parties, 90 days of receiving Notice of a contentious issue.
- A.30.4 **Dispute Resolution by the Parties.** If the Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within 60 Business Days of the Notice.
- A.30.5 **Alternative Mechanisms for Dispute Resolutions.** Where the Parties cannot agree on a resolution, the Parties may use any alternative dispute resolution mechanisms available to them to resolve the issue.
- A.30.6 **Suspension of Payments.** The Province may suspend any payments related to any contentious issue or dispute raised by either Party, together with the obligations related to such issue, pending resolution.

A.31.0 SPECIAL CONDITIONS

A.31.1 **Special Conditions.** The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient having provided to the satisfaction of the Province with:
 - (i) a copy of the by-law(s), council resolution(s) or both or any other necessary instrument applicable to the Recipient authorizing its entry into the Agreement;
 - (ii) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (iii) banking information, such as a void cheque or a bank letter, for an interest-bearing account in the name of the Recipient at a Canadian financial institution, into which the Province may transfer funds electronically; and
 - (iv) any other Reports requested by the Province in the format specified.
- (b) prior to submitting a request for payment in respect of the Project under the Agreement if required by the Province,
 - (i) the Recipient having provided to the satisfaction of the Province with written confirmation that:
 - a. the Recipient is in compliance with all Environmental Laws, including

the Recipient's obligations under section A.27.1 (Federal Environmental Requirements), and has obtained all necessary approvals and permits;

- b. the Recipient has met any requirements under Article A.28.0 (Aboriginal Consultation) that may apply to the Project; and
 - c. the Recipient has the necessary ownership of any real property required for the completion of the Project; and
- (ii) the Recipient having provided to the satisfaction of the Province with any required assessments pursuant to Article A.27.0 (Environmental Requirements and Assessments); and
- (c) where the Recipient is a municipality, the Recipient having submitted to the satisfaction of the Province, in a form and at an address supplied by the Province, an asset management self-assessment on or before the Effective Date, and, thereafter annually on or before a date provided by the Province, until the Project reaches Substantial Completion.

For greater certainty, if the Province provides any Funds to the Recipient before the conditions set out in this Article A.31.0 (Special Conditions) have been met, and unless the Province has waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A.12.2 (Consequences of Event of Default and Corrective Action).

END OF GENERAL TERMS AND CONDITIONS

[SCHEDULE "B" – SPECIFIC INFORMATION FOLLOWS]

SCHEDULE “B” SPECIFIC INFORMATION

B.1.0 EXPIRATION DATE

B.1.1 **Expiration date.** The Expiration Date is March 31, 2028.

B.2.0 MAXIMUM FUNDS

B.2.1 **Maximum Funds.** Maximum Funds means the sum of Canada’s Maximum Contribution and Ontario’s Maximum Contribution.

B.3.0 ADDRESSEES

B.3.1 **Addressees.** All Reports and Notices under the Agreement will be submitted to the Province at the address listed below:

Contact information for the purposes of Notice to the Province	<p>Address: Ministry of Infrastructure Infrastructure Program Delivery Branch 1 Stone Road West, 4NW Guelph, Ontario N1G 4Y2</p> <p>Attention: Manager, Infrastructure Renewal Programs</p> <p>Email: ICIPGreen@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Address: Corporation of the Municipality of West Elgin 22413 Hoskins Line Line Rodney, Ontario N0L2C0</p> <p>Attention: CAO-Treasurer</p> <p>Email: mbadura@westelgin.net</p>

**[SCHEDULE “C” - PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES
AND PROJECT STANDARDS FOLLOWS]**

SCHEDULE “C” PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES AND PROJECT STANDARDS

C.1.0 PROJECT DESCRIPTION

The Project will upgrade the Rodney Wastewater Treatment Plant in the Municipality of West Elgin. The project will replace the secondary clarifier, modify or replace the aluminum sulfate storage tank, replace the surface aerators located in the primary aeration tank and replace the influent rotary bar screen. The lagoon decant system (settling basin) will be upgraded with a decant wet well and a chopper pump, and sludge will be decanted and dredged from the equalization and sludge storage lagoons.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means \$2,355,000.00 rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means \$784,921.50, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.3 Canada’s Maximum Contribution. Canada’s Maximum Contribution means \$942,000.00, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.4 Percentage of Provincial Support. Percentage of Provincial Support means 33.33%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.2.5 Percentage of Federal Support. Percentage of Federal Support means 40.00%, rounded to two decimal places, towards the Total Eligible Expenditures of the Project.

C.3.0 TIMELINES

C.3.1 Federal Approval Date. Federal approval date means November 27, 2020.

C.4.0 PROJECT STANDARDS

C.4.1 Canada’s Requirements for Standards. In addition to any other standards that the Recipient must meet or exceed for the Project, the Recipient will ensure the Project meets or exceeds the following:

- (a) any applicable energy efficiency standards for buildings outlined in Canada’s *Pan-Canadian Framework on Clean Growth and Climate Change* provided by

Canada at www.canada.ca/en/services/environment/weather/climatechange/pan-canadian-framework.html, or at any other location the Province may provide; and

- (b) the accessibility requirements of the highest accessibility standards published in Ontario, in addition to accessibility requirements in applicable provincial building codes and relevant municipal by-laws.

C.5.0 CHANGES TO THE PROJECT DESCRIPTION, FINANCIAL INFORMATION, TIMELINES, AND PROJECT STANDARDS

- C.5.1 Province's and Canada's Consent.** Any change to the Project will require the Province's and Canada's consent. When seeking to make a change in respect of the Project, the Recipient will submit updated Project information and any other information that the Province or Canada, or both, may require to the satisfaction of Canada and the Province.

[SCHEDULE "D" – REPORTS FOLLOWS]

SCHEDULE “D” REPORTS

D.1.0 REPORTING REQUIREMENTS

D.1.1 **Reports.** The Recipient will submit all Reports to the Province in a manner, format, at such dates and with such content, as may be prescribed by the Province from time to time, at its sole discretion, prior to its required submission by the Province. Without limitation and at the sole discretion of the Province, Reports will include the following:

- (a) **Initial Report.** The Initial Report will provide the Recipient's forecast of the timelines and costs (expenditure forecast) to completion. It also outlines the sources of Recipient funds and confirms other information regarding the Project.
- (b) **Progress Reports.** Progress Reports include an update on the Project's status. Progress Reports will be submitted by the Recipient no less frequently than twice a year on dates provided by the Province.
- (c) **Claim Reports.** Claim Reports will detail amounts that are being claimed for reimbursement. Claim Reports may be submitted by the Recipient as frequently as needed, but no less frequently than twice a year (if Eligible Expenditures have been incurred). If no Eligible Expenditures have been incurred in the previous six months, the Recipient will notify the Province that no Claim Report is being submitted for that period. When submitting a Claim Report, the report must include a detailed breakdown of invoices that are being claimed for reimbursement. Note that copies of invoices and any associated backup information must be provided at the time of claim submission, as directed by the Province.
- (d) **Final Report.** The Final Report shall summarize the Project's final timelines, costs, and outcomes. It will include a declaration of Substantial Completion.

The Final Report will be submitted to the Province within sixty (60) Business Days of Substantial Completion or December 31, 2026, whichever is earlier.
- (e) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province requests.

D.2.0 ABORIGINAL CONSULTATION RECORD

D.2.1 Inclusion of Aboriginal Consultation Record. The Recipient will include an updated Aboriginal Consultation Record, if consultation with any Aboriginal Community is required, in its Progress Report.

D.3.0 RISK ASSESSMENT

D.3.1 Further Details on Risk Assessment. Upon the Province's written request and within the timelines set out by the Province, the Recipient will provide further details on the risk assessment in respect of the Project.

D.4.0 COMPLIANCE AUDIT(S)

D.4.1 Compliance Audit(s). Without limiting the generality of section A.7.4 (Records Review), if requested by the Province from time to time, which request shall be at the Province's sole discretion, the Recipient, at its own expense, will forthwith retain an independent third party auditor to conduct one or more compliance audits of the Recipient or the Project. The audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, the audit will assess the Recipient's compliance with the terms of the Agreement and will address, without limitation, the following:

- (a) whether the Funds were spent in accordance with the Agreement and with due regard to economy, efficiency, and effectiveness;
- (b) the Project's progress or state of completion;
- (c) whether the financial information the Recipient provided is complete, accurate, and timely, and in accordance with the Agreement;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to identify, capture, validate, and monitor the achievement of intended benefits of the Project;
- (e) the overall management and administration of the Project;
- (f) recommendations for improvement or redress; and
- (g) whether prompt and timely corrective action is taken on prior audit findings.

**[SCHEDULE "E" - ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES
FOLLOWS]**

SCHEDULE “E”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

E.1.0 ELIGIBLE EXPENDITURES

E.1.1 Notwithstanding anything to the contrary herein the Agreement, Eligible Expenditures shall only include those direct costs that are considered, in the Province’s and Canada’s sole and absolute discretion, to be directly necessary for the successful completion of the Project, and must be properly and reasonably incurred and paid to an arm’s length party as evidenced by invoices, receipts or other records that are satisfactory to the Province and Canada, in their sole and absolute discretion, and that are associated with the acquisition, planning, environmental assessments, design and engineering, project management, materials and construction or renovation of the Project. Eligible Expenditures exclude costs set out as Ineligible Expenditures in section E.2.1 below, but may include:

- a) The incremental costs of the Recipient’s staff or employees provided that:
 - i. The Recipient is able to demonstrate that it is not economically feasible to tender a Contract that ensures the acquisition of the required goods or services at the best value for money; and
 - ii. The arrangement is approved in advance in writing by the Province and Canada.
- b) Any costs that are determined by the Province and Canada, in their sole discretion, to be Eligible Expenditures; and
- c) Notwithstanding section E.2.1(a) of this Schedule, expenditures related to the Project associated with completing climate lens assessments or associated with Aboriginal consultation and engagement activities, if applicable, that were incurred after February 15, 2018.

E.2.0 INELIGIBLE EXPENDITURES

E.2.1 Without limiting the discretion of Province and Canada in section E.1.1, the following costs are Ineligible Expenditures and are therefore ineligible to be paid from the Funds:

- a) Costs incurred prior to the Federal Approval Date;
- b) Costs incurred after October 31, 2026;
- c) All expenditures related to Contracts signed prior to the Federal Approval Date;
- d) Costs incurred for terminated or cancelled Projects;
- e) Costs related to developing a business case or proposal or application for funding;
- f) Costs associated with the acquisition, expropriation or leasing of:
 - i. Land,
 - ii. Buildings, or

- iii. Other facilities
- g) Costs associated with the acquisition or leasing of equipment other than equipment directly related to the construction, improvement, repair, rehabilitation or reconstruction of the Project where the Province has not provided its prior written approval;
- h) Costs that have not been claimed for reimbursement by March 31st of the year following the year in which the costs were incurred;
- i) Capital costs, including site preparation and construction costs, until Canada and if applicable the Province have confirmed in writing that environmental assessment and Aboriginal consultation obligations have been fully met and continue to be fully met;
- j) Costs related to any component of the Project other than its approved scope;
- k) Real estate fees and related costs;
- l) Costs incurred for the general operation, repair and regularly scheduled maintenance of the Project;
- m) Services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Expenditures;
- n) Expenditures related to any goods and services which are received through donations or in-kind contributions;
- o) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with the list of Eligible Expenditures above;
- p) Unreasonable meal, hospitality or incidental costs or expenses of any Third Party;
- q) Any amount for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund, in full or in part;
- r) Taxes of any kind;
- s) Costs of relocating entire communities;
- t) In the Province's sole discretion, the costs of communication activities undertaken by the Recipient that did not conform with the requirements of the Communications Protocol in Schedule "G";
- u) Any amounts incurred or paid by the Recipient to an entity that is not at arm's length from the Recipient, except in accordance with the list of Eligible Expenditures above;
- v) Costs incurred contrary to Article 5 of Schedule "A" (Recipient's Acquisition of Goods or Services, Contract Provisions, and Disposal of Assets) of this Agreement;
- w) The costs, charges, penalties or fees incurred or paid by the Recipient in the process of having a cost determined to be an Ineligible Expenditure.
- x) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (y) If the Project meets an adaptation, resilience and disaster mitigation outcome costs associated with:

- (i) relocating whole communities;
 - (ii.) emergency services infrastructure; or
 - (iii.) addressing seismic risks; and
- z) Costs of furnishings and non-fixed assets which are not essential for the operation of the funded Asset or Project, as well as all costs associated with moveable assets or rolling stock.

[SCHEDULE “F” – EVALUATION FOLLOWS]

SCHEDULE “F” EVALUATION

F.1.0 PROJECT AND ICIP EVALUATIONS

- F.1.1 Recipient’s Participation in Project and ICIP Evaluations.** The Recipient understands that the Province or Canada, or both, may ask the Recipient to participate in one or more evaluation in respect of the Project or the ICIP during and for a period of up to six years after March 31, 2028. The Recipient agrees, if asked and at its own expense, to provide Project-related information to the Province or Canada, or both, for any evaluation.
- F.1.2 Results of Project and ICIP Evaluations.** The result of any evaluation carried under section F.1.1 (Recipient’s Participation in Project and ICIP Evaluations) will be made available to the public, subject to all applicable laws and policy requirements.

[SCHEDULE “G” – COMMUNICATIONS PROTOCOL FOLLOWS]

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G.1.0 DEFINITIONS

G.1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“Joint Communications” means events, news releases, and signage that relate to the Agreement or the Bilateral Agreement, or both, that are not operational in nature, and that are collaboratively developed and approved by,

- (a) in the case of the Bilateral Agreement, Canada, the Province and the Recipient; and
- (b) in the case of the Agreement, the Province and the Recipient.

G.2.0 PURPOSE

G.2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G.2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the Canadian public.

G.2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G.3.0 GUIDING PRINCIPLES

G.3.1 **Information to Canadians.** Communications Activities undertaken through this communications protocol should ensure that Canadians are informed about the Project’s benefits, including the ways in which the Project helps improve their quality of life.

G.3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.

- G.3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province, Canada or, as applicable, the Committee.
- G.3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties and Canada prior to being carried out.
- G.3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.10.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule “E” (Eligible Expenditures and Ineligible Expenditures).

G.4.0 JOINT COMMUNICATIONS

- G.4.1 **Subject Matter.** The Parties and Canada may have Joint Communications about the funding and status of the Project.
- G.4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties and Canada.
- G.4.3 **Recognition of the Province’s and Canada’s Contributions.** All Joint Communications material must be approved by the Province and Canada and will recognize the Province’s and Canada’s contribution or the Total Financial Assistance, or both, received in respect of the Project.
- G.4.4 **Notice and Timing.** The Recipient and the Province, on its own behalf or that of Canada, may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days’ notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties and, if applicable, Canada.
- G.4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party and Canada to choose to participate and, if they do so choose, their own designated representative (in the case of an event).
- G.4.6 **English and French.** Canada has an obligation to communicate in English and French. Communications products related to events must be bilingual and include the Canada word mark and the logos of the Parties. In such cases, Canada will provide the translation services and final approval on products.
- G.4.7 **Table of Precedence for Canada.** The conduct of all Joint Communications will, as applicable, follow the *Table of Precedence for Canada* provided by Canada at

<https://www.canada.ca/en/canadian-heritage/services/protocol-guidelines-special-event/table-precedence-canada.html>, or at any other location as the Province may provide.

G.5.0 INDIVIDUAL COMMUNICATIONS

- G.5.1 **Canada's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that Canada or the Province, or both, have the right to communicate information to Canadians and Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G.5.2 **Restrictions.** Each Party may include general ICIP messaging and an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it. Canada has also agreed, in the Bilateral Agreement, to the above.
- G.5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of Canada and the Province.
- G.5.4 **Canada's Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize Canada's and the Province's respective financial contribution for the Project.
- G.5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's and Canada's support for the Project.

G.6.0 OPERATIONAL COMMUNICATIONS

- G.6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices. Operational communications as described above are not subject to the *Official Languages Act* of Canada.

G.7.0 MEDIA RELATIONS

G.7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party and Canada if significant media inquiries are received or emerging media or stakeholder issues arise in respect of a Project or the ICIP.

G.8.0 SIGNAGE

G.8.1 **Recognition of Funding Contribution.** The Parties agree that Canada, the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G.8.2 **Funding Recognition.** Unless otherwise agreed by Canada or the Province, or both, the Recipient will produce and install a sign to recognize the funding contributed by the Province or Canada, or both, at the Project site in accordance with, as applicable, their current respective signage guidelines. Federal sign design, content, and installation guidelines will be provided by Canada. Provincial sign design, content, and installation guidelines will be provided by the Province.

G.8.3 **Permanent Plaque.** Where the Recipient decides to install a permanent plaque or another suitable marker in respect of the Project, the Recipient will:

- (a) on the marker, recognize the Province's and Canada's contributions; and
- (b) prior to installing the marker, seek the prior written approval of both Canada and the Province, each respectively, for its content and installation.

G.8.4 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign, once the sign has been installed.

G.8.5 **Timing for Erection of Sign.** If erected, signage recognizing Canada's and the Province's respective contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 30 days after construction is completed and the infrastructure is fully operational or opened for public use.

G.8.6 **Size of Sign.** If erected, signage recognizing Canada's and the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G.8.7 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G.9.0 COMMUNICATING WITH RECIPIENT

- G.9.1 **Facilitation of Communications.** The Province agrees to facilitate, as required, communications between Canada and the Recipient for Communications Activities.

G.10.0 ADVERTISING CAMPAIGNS

- G.10.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that Canada or the Province, or both, may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, Canada or the Province will inform each other and the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

[SCHEDULE “H” – DISPOSAL OF ASSETS FOLLOWS]

SCHEDULE “H” DISPOSAL OF ASSETS

H.1.0 DEFINITIONS

H.1.1 **Definitions.** For the purposes of this Schedule “H” (Disposal of Assets):

“**Asset Disposal Period**” means the period commencing on the Effective Date and ending five (5) years after the Expiration Date.

H.2.0 DISPOSAL OF ASSETS

H.2.1 **Asset Disposal Period.** Unless otherwise agreed to by the Province, the Recipient will maintain the ongoing operations and retain title to and ownership of any Asset acquired in respect of the Project for the Asset Disposal Period.

H.2.2 **Disposal of Asset and Payment.** If, at any time within the Asset Disposal Period, the Recipient sells, leases, encumbers, or otherwise disposes, directly or indirectly, of any Asset other than to Canada, the Province, or a municipal or regional government established by or under provincial statute, the Province may require the Recipient to reimburse the Province or Canada, via the Province, for any Funds received for the Project.

[SCHEDULE “I” – ABORIGINAL CONSULTATION PROTOCOL FOLLOWS]

SCHEDULE “I” ABORIGINAL CONSULTATION PROTOCOL

I.1.0 DEFINITIONS

I.1.1 **Definitions.** For the purposes of this Schedule “I” (Aboriginal Consultation Protocol):

“**Aboriginal Community**”, also known as “Aboriginal Group”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“**Aboriginal Consultation Plan**” means the Aboriginal Consultation Plan described in section I.2.1 (Development of Plan).

I.2.0 ABORIGINAL CONSULTATION PLAN

I.2.1 **Development of Plan.** The Province, based on the scope and nature of the Project or at the request of Canada, may require the Recipient, in consultation with the Province or Canada, or both, to develop and comply with an Aboriginal consultation plan (“Aboriginal Consultation Plan”).

I.2.2 **Procedural Aspects of Aboriginal Consultation.** If consultation with Aboriginal Communities is required, the Recipient agrees that:

- (a) the Province or Canada, or both, may delegate certain procedural aspects of the consultation to the Recipient; and
- (b) the Province or Canada, or both, will provide the Recipient with an initial list of the Aboriginal Communities the Recipient will consult.

I.2.3 **Provision of Plan to Province.** If, pursuant to section I.2.1 (Development of Plan), the Province provides Notice to the Recipient that an Aboriginal Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Aboriginal Consultation Plan.

I.2.4 **Changes to Plan.** The Recipient agrees that the Province or Canada, in the sole discretion of the Province or Canada and from time to time, may require the Recipient to make changes to the Aboriginal Consultation Plan.

I.3.0 ABORIGINAL CONSULTATION RECORD

I.3.1 **Requirements for Aboriginal Consultation Record.** If consultation with an Aboriginal Community is required, the Recipient will maintain an Aboriginal Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section D.3.1 (Inclusion of Aboriginal Consultation Record).

I.4.0 RESPONSIBILITIES OF THE RECIPIENT

I.4.1 Notification to and Direction from the Province. The Recipient will immediately notify the Province:

- (a) of contact by Aboriginal Communities regarding the Project; or
- (b) of any Aboriginal archaeological resources that are discovered in relation to the Project,

and, in either case, the Recipient agrees that the Province or Canada, or both, may direct the Recipient to take such actions as the Province or Canada, or both, may require. The Recipient will comply with the Province's or Canada's direction.

I.4.2 Direction from the Province and Contracts. In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province or Canada, or both, as the Province or Canada may provide in accordance with section I.4.1 (Notification to and Direction from the Province).

**[SCHEDULE "J" – REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES
FOLLOWS]**

SCHEDULE “J” REQUESTS FOR PAYMENT AND PAYMENT PROCEDURES

J.1.0 DEFINITION

J.1.1 **Definition.** For the purposes of this Schedule “J” (Requests for Payment and Payment Procedures):

“**Final Payment**” means the final payment by the Province to the Recipient in respect of the Project as described in and to be paid in accordance with Article J.8.0 (Final Payment).

J.2.0 PROCEDURES AND TIMING FOR REQUESTS FOR PAYMENT

J.2.1 **Procedures.** The procedures provided for in Article J.3.0 of this Schedule “J” (Procedures for Requests for Payment for Eligible Expenditures) will apply to requests for payment that the Recipient submits to the Province under the Agreement.

J.2.2 **Diligent and Timely Manner.** The Recipient will submit its requests for payment for Eligible Expenditures in respect of the Project to the Province in a diligent and timely manner, and no less frequently than twice a year if Eligible Expenditures have been incurred. If no Eligible Expenditures have been incurred in the previous six months, the recipient will notify the Province that no claim is being submitted for that period.

J.3.0 PROCEDURES FOR REQUESTS FOR PAYMENT FOR ELIGIBLE EXPENDITURES

J.3.1 **Timing, Reports and Documents.** The Recipient will submit each request for payment for Eligible Expenditures in respect of the Project to the Province on a date and frequency as indicated in Schedule “D” (Reports) and, if the Province so requested pursuant to paragraph K.4.1(f), after review by the Committee. The Recipient agrees to submit, for each of the circumstances listed below, the following reports and documents:

- (a) for each request for payment, including the final payment, a Claim Report in a format prescribed by the Province, including invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Project;
- (b) for each request for final payment, a Final Report, in a format prescribed by the Province, acceptable to the Province; and
- (c) such other information as the Province may request.

J.4.0 PAYMENTS OF FUNDS

- J.4.1 **Payment by the Province.** Subject to the terms and conditions of the Agreement, upon receipt of a request for payment fully completed in accordance with this Schedule “J” (Requests for Payment and Payment Procedures), the Province will use its reasonable efforts to pay Funds to the Recipient based on the Recipient’s incurred and paid Eligible Expenditures up to the Maximum Funds, if due and owing under the terms of the Agreement. Claims will be reimbursed based on the Percentage of Provincial Support and the Percentage of Federal Support as set out in Schedule “C”.
- J.4.2 For greater certainty and without limitation, before the Province makes a payment to the Recipient, the following terms and conditions of the Agreement must be met, in the opinion of the Province or Canada, or both:
- (a) the conditions set out in paragraph A.4.2(c) of Schedule “A”;
 - (b) the special conditions listed in Article A.31.0 of Schedule “A” (Special Conditions);
 - (c) receipt and acceptance by the Province of all required Reports and other reports, as applicable;
 - (d) compliance with all applicable audit requirements under the Agreement; and
 - (e) applicable communications requirements, as set out Schedule “G” (Communications Protocol).
- J.4.3 The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in this Article J.4.0 (Payments).

J.5.0 TIME LIMITS FOR REQUESTS FOR PAYMENTS

- J.5.1 **Timing.** The Recipient will submit all requests for payment on or before December 31, 2026.
- J.5.2 **No Obligation for Payment.** Notwithstanding anything to the contrary herein, the Province will have no obligation to make any payment for a request for payment submitted after
- (i.) December 31, 2026; or
 - (ii) March 31st of the year following the Funding Year in which the Eligible Expenditures were incurred.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

- J.6.1 **Final Reconciliation and Adjustments.** For the Project, following the submission of the Final Report, which will include a declaration of Substantial Completion, the Province may carry out a final reconciliation of all requests for payments and payments in respect of the Project and make any adjustments required in the circumstances.

J.7.0 HOLDBACK

- J.7.1 **Holdback.** For the Project, the Province may hold back funding in accordance with section A.4.12 (Retention of Contribution).

J.8.0 FINAL PAYMENT

- J.8.1 **Final Payment.** Subject to paragraph A.4.2(c) of Schedule “A”, the Province will pay to the Recipient the remainder of the Funds under the Agreement, including the Holdback, after all of the conditions under section A.4.12 of Schedule “A” (Retention of Contribution) have been met.

[SCHEDULE “K” – COMMITTEE FOLLOWS]

SCHEDULE “K” COMMITTEE

K.1.0 ESTABLISHMENT OF COMMITTEE

K.1.1 Establishment and Term of Committee. If the Province requires the establishment of a Committee to oversee the Agreement, pursuant to section A.29.1 (Establishment of Committee), the Parties will, within 60 days of the Province providing Notice, hold an initial meeting to establish the Committee. The Committee’s mandate will expire on the Expiration Date of the Agreement.

K.2.0 COMMITTEE MEMBERS, CO-CHAIRS, AND OBSERVERS

K.2.1 Appointments by the Province. The Province will appoint two persons as members of the Committee.

K.2.2 Appointments by the Recipient. The Recipient will appoint two persons as members of the Committee.

K.2.3 Chairs of the Committee. The Committee will be headed by co-chairs chosen from its members, one appointed by the Province and one appointed by the Recipient. If a co-chair is absent or otherwise unable to act, the member of the Committee duly authorized in writing by the Province or the Recipient, as applicable, will replace him or her and will act as co-chair in his or her place.

K.2.4 Non-committee Member Staff. The Parties may invite any of their staff to participate in Committee meetings. The Province may invite up to two representatives from Canada to sit as observers on the Committee. For greater certainty, the staff and representative(s) from Canada will not be considered members and will not be allowed to vote.

K.3.0 MEETINGS AND ADMINISTRATIVE MATTERS

K.3.1 Rules of Committee. The Committee will:

- (a) meet at least two times a year, and at other times at the request of a co-chair;
and
- (b) keep minutes of meetings approved and signed by the co-chairs as a true record of the Committee meetings.

K.3.2 Quorum. A quorum for a meeting of the Committee will exist only when both co-chairs are present.

K.4.0 COMMITTEE MANDATE

K.4.1 **Mandate.** Provided that no action taken by the Committee will conflict with the rights of the Parties under the Agreement, the mandate of the Committee will include, but not be limited to:

- (a) monitoring the implementation of the Agreement including, without limitation, the implementation of Schedule “G” (Communications Protocol), for compliance with the terms and conditions of the Agreement;
- (b) acting as a forum to resolve potential issues or disputes and address concerns;
- (c) reviewing and, as necessary, recommending to the Parties amendments to the Agreement;
- (d) approving and ensuring audit plans are carried out as per the Agreement;
- (e) establishing sub-committees as needed;
- (f) at the request of the Province, reviewing requests for payments; and
- (g) attending to any other function required by the Agreement, including monitoring project risk and mitigation measures, or as mutually directed by the Parties.

K.4.2 **Committee Decisions.** Decisions of the Committee will be made as follows:

- (a) the co-chairs will be the only voting members on the Committee; and
- (b) decisions of the Committee must be unanimous and recorded in writing.

K.5.0 ROLE OF THE RECIPIENT

K.5.1 **Requirements.** The Recipient undertakes to fulfill, in addition to any other requirements provided for in this Schedule “K” (Committee), the following:

- (a) establish a fixed location where the Agreement will be managed, and maintain it until the expiry of the Committee’s mandate and, if relocation is required, establish a new location;
- (b) prepare and retain, at the location described in paragraph K.5.1(a), and make available to the Committee, all documents needed for the work of the Committee, including payment request forms, approval documents, contracts, and agendas and minutes of meetings of the Committee and its subcommittees;

- (c) ensure that any audit required of the Recipient pursuant to the Agreement is carried out and the results are reported to the Committee;
- (d) ensure that administrative and financial systems are developed and implemented for the Project and the work of the Committee;
- (e) promptly inform the Committee of all proposed changes in respect of the Project; and
- (f) provide the Committee, as requested and within the timelines set by the Committee, and to the Committee's satisfaction, project status information related to Schedule "D" (Reports).



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2021-17

A By-law to Authorize the Execution of the Transfer Payment Agreement for the Safe Restart Agreement Phase 2 Municipal Transit Funding between Her Majesty the Queen Right in Ontario represented by the Minister of Transportation and the Corporation of the Municipality of West Elgin

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation for the purposes of a Transfer Payment Agreement for the Safe Restart Agreement Phase 2 Municipal Transit Funding; and

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Transportation, in the form of an agreement titled the Transfer Payment Agreement for the Safe Restart Agreement Phase 2 Municipal Transit Funding ("Agreement"), identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. That the Mayor and Clerk have the delegation of authority to execute any and all required documentation, on behalf of the Corporation of the Municipality of West Elgin, as required under the Safe Restart Phase 2 Municipal Transit program.
4. That the Municipality of West Elgin commits to spending the Safe Restart Phase 2 Municipal Transit funding in accordance with all of the terms and conditions specified in the Agreement.

5. This by-law shall come into force and effect on March 11, 2021.

Read a first, second, and third time and finally passed this 11th day of February 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE SAFE RESTART AGREEMENT (SRA) –
PHASE 2 MUNICIPAL TRANSIT FUNDING**

THIS TRANSFER PAYMENT AGREEMENT for the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding (the “Agreement”) is effective as of the Effective Date.

B E T W E E N:

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

(the “**Province**”)

- and -

The Corporation of the Municipality of West Elgin

(the “**Recipient**”)

BACKGROUND:

The Government of Canada (“Canada”) announced, on July 16, 2020, \$1 billion in federal funding under the Safe Restart Agreement (SRA) to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures in order to help the province restart the economy, while making Canada more resilient to possible future waves of the COVID-19 pandemic.

Under the SRA, the Province of Ontario has agreed to provide up to \$1 billion to cost-match the federal funding for a total of up to \$2 billion in funding to support Ontario municipal transit systems with COVID-19 pandemic related financial pressures.

The Province has provided SRA funding to the Recipient in September 2020 (Phase 1) and will provide the remainder of the Recipient’s allocated SRA funding in Phase 2.

The funding for Phase 1 was intended to offer the Recipient immediate assistance towards additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

The funding for Phase 2, which will be provided to the Recipient in accordance with the terms and conditions set out in the Agreement, is intended to provide the Recipient with assistance for the Financial Impacts (as defined in section 1.2 (Definitions)) the Recipient has incurred during the Eligibility Period (as defined in section A1.2 (Definitions)).

CONSIDERATION:

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

1.0 ENTIRE AGREEMENT

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

Schedule "A" - General Terms and Conditions

Schedule "B" - Contact Information and Authorized Representatives

Schedule "C" - Eligible Expenditures and Ineligible Expenditures

Schedule "D" - Claim and Attestation Submission, Supporting Documentation and Payment Procedures

Sub-schedule "D.1" - Claim and Attestation Form.

- 1.2 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties (as defined in section A1.2 (Definitions)) with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

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

- (a) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail to the extent of the inconsistency; or
- (b) a schedule and any of the requirements of a sub-schedule, the schedule will prevail to the extent of the inconsistency.

3.0 COUNTERPARTS

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

- 3.2 **Electronic Execution and Delivery of Agreement.**

- (a) The Agreement may:

- (i) be executed and delivered by scanning the manually signed Agreement as a PDF and delivering it by email to the other Party; or
 - (ii) subject to the Province's prior written consent, be executed and delivered electronically to the other Party.
- (b) The respective electronic signature of the Parties is the legal equivalent of a manual signature.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amending the Agreement.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreement.** An amending agreement for changes to the Agreement may be duly executed by the representatives of the Parties listed on the signature page below or in Schedule "B" (Contact Information and Authorized Representatives).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) the Funds are to assist the Recipient with the Financial Impacts of the COVID-19 pandemic on the Recipient's transit system and not to provide goods or services to the Province;
 - (b) the Province is not responsible for the Recipient's transit system, including any Financial Impact; and
 - (c) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.
- 5.2 **Acknowledgement from Province.** The Province acknowledges that the Recipient is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and any information provided to the Recipient in connection with the Recipient's transit system, any Financial Impact or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

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

Date

Name: Caroline Mulroney
Title: Minister

**THE CORPORATION OF THE MUNICIPALITY OF
WEST ELGIN**

Date

Name: Duncan McPhail
Title: Mayor

I have authority to bind the Recipient.

Date

Name: Jana Nethercott
Title: Clerk

I have authority to bind the Recipient.

SCHEDULE “A” GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) all accounting terms not otherwise defined in the Agreement have their ordinary meanings.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

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

“Authorities” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Recipient’s transit system, any Financial Impact, or the Agreement.

“Business Day” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials in respect of the Agreement.

“Effective Date” means the date of signature by the last signing Party to the Agreement.

“Eligible Expenditures” means the costs of the Financial Impacts that are eligible for funding by the Province under the Agreement, and that are further described in section C2.1 (Scope of Eligible Expenditures).

“Eligibility Period” means the period starting on or after October 1, 2020 and ending on or before March 31, 2021.

“Event of Default” has the meaning ascribed to it in section A12.1 (Events of Default).

“Expiry Date” means March 31, 2022.

“Financial Impacts” means the net revenue losses and additional net operating and capital costs the Recipient has incurred in respect of the Recipient’s municipal transit system as a result of the COVID-19 pandemic.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, and includes Her ministers, agents, appointees, and employees.

“Ineligible Expenditures” means the costs that are ineligible for funding by the Province under the Agreement, and that are further described in section C3.1 (Scope of Ineligible Expenditures).

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Low-performing Route” means any bus route deemed by a Recipient as not meeting service objectives or where service has been reduced or cancelled for not meeting service objectives.

“Maximum Funds” means \$30,952.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default, pursuant to paragraph A12.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A12.4 (Recipient not Remediating).

“On-demand Microtransit” means small scale, flexible transportation services where rides are ordered on-demand.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Recipient’s transit system, any Financial Impact or with any other part of the Agreement.

“Records Review” means any assessment the Province conducts pursuant to section A7.4 (Records Review).

“Reports” means the reports described in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures).

“Requirements of Law” means all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities.

“SRA Phase 1 Contribution” means the funding for the SRA Phase 1 the Province provided to the Recipient in September 2020 and that is further described in the 4th paragraph of the Background to the Agreement.

A2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. The Recipient represents, warrants and covenants that:

- (a) it has, and will continue to have, the experience and expertise necessary to operate its transit system;
- (b) it is in compliance with, and will continue to comply with, all Requirements of Law related to any aspect of the Recipient’s transit system, Financial Impacts, and the Funds;
- (c) if Funds are used for acquired goods or services, or both, these were acquired in compliance with the Recipient’s policies and procedures and, to the extent possible under the COVID-19 pandemic unprecedented times, through a process that promotes the best value for the money;
- (d) it is in compliance with the insurance requirements set out in section A10.1 (Recipient’s Insurance); and

- (e) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds including, without limitation, information relating to any eligibility requirements, the Recipient's transit system, any Financial Impact and related timelines was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) procedures to enable the Recipient to manage the Funds prudently and effectively;
- (b) procedures to address any identified risks to the Recipient's ability to claim Eligible Expenditures within the Eligibility Period, all in a timely manner;
- (c) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0 (Reporting, Accounting and Review); and
- (d) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to carry out its obligations under the Agreement.

A2.4 Supporting Proof. Upon request of the Province and within the timelines set out in the request, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0 (Representations, Warranties and Covenants).

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 (Termination on Notice) or Article A12.0 (Event of Default, Corrective Action, and Termination for Default).

A4.0 FUNDS

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient up to the Maximum Funds for Eligible Expenditures;
- (b) provide the Funds to the Recipient in accordance with the payment procedures in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1 (Funds Provided):

- (a) in addition to any other limitations under the Agreement on the payment of Funds by the Province, the Province is not obligated to provide any Funds to the Recipient unless the Recipient fulfils the special conditions listed in section A27.1 (Special Conditions);
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province’s assessment of one or more of the following events:
 - (i) of the information the Recipient provides to the Province pursuant to section A7.2 (Preparation and Submission); and
 - (ii) the SRA Phase 1 Contribution funding provided to the Recipient exceeds the additional municipal transit expenses the Recipient incurred, as a result of the COVID-19 pandemic, on or after April 1, 2020 and on or before September 30, 2020.

A4.3 Use of Funds. The Recipient will do all of the following:

- (a) spend the Funds only on Eligible Expenditures; and
- (b) not use the Funds to cover any Eligible Expenditure that has or will be funded or reimbursed by one or more of any third party, including any level of government, or ministry, agency, or organization of the Government of Ontario, other than the Province pursuant to the Agreement.

A4.4 **SRA Phase 1 Contribution, Rebates, Credits and Refunds.** The Province will calculate Funds based on the actual losses or costs to the Recipient for the Financial Impacts, less any actual losses or costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, SRA Phase 1 Contribution, a rebate, credit or refund.

A4.5 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.6 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A5.0 RECIPIENT'S DISPOSAL OF ASSETS

A5.1 **Disposal.** The Recipient will not, without the Province's prior written consent and prior to the Expiry Date or earlier termination of the Agreement, sell, lease, or otherwise dispose of any asset purchased or created with the Funds.

A6.0 CONFLICT OF INTEREST

A6.1 **No Conflict of Interest.** The Recipient represents and warrants that there is and there will continue to be no conflict of interest in respect of any Eligible Expenditures claimed under the Agreement or the Financial Impacts and that the Recipient will use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of this Article A6.0 (Conflict of Interest), a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (a) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Eligible Expenditures claimed under the Agreement, the Financial Impacts or the use of the Funds.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (a) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTING, ACCOUNTING AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4 (Records Review), A7.5 (Inspection and Removal) and A7.6 (Cooperation), “**Province**” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A15.1 (Notice in Writing and Addressed):
 - (i) all Reports in accordance with the timelines and content requirements as provided for in Schedule “D” (Claim and Attestation Submission, Supporting Documentation and Payment Procedures); and
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time; and
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) proper and accurate financial accounts and records, kept in a manner consistent with generally accepted accounting principles in effect in Canada or with the public sector accounting standards approved or recommended by the Public Sector Accounting Board including, without limitation, its contracts, invoices, statements, receipts, and vouchers and any other evidence of payment relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts; and

- (b) all non-financial records and documents relating to the Funds or otherwise to the Eligible Expenditures claimed under the Agreement or Financial Impacts.

A7.4 **Records Review.** The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties; and
- (b) the Recipient's allocation and expenditure of the Funds.

A7.5 **Inspection and Removal.** For the purposes of any Records Review, the Province may take one or more of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3 (Record Maintenance); and
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 **Cooperation.** To assist the Province in respect of its rights provided for in section A7.5 (Inspection and Removal), the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents including, without limitation, paid invoices and original receipts, wherever they are located;
- (b) assisting the Province in copying records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 (Reporting, Accounting and Review) are in addition to any rights provided to the Auditor General pursuant to section 9.2 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Agreement-related publications whether written, oral or visual:

- (a) acknowledge the support of the Province for the Funds provided under the Agreement;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A8.2 Request from the Province in Respect of Communications Activities. The Recipient will, upon Notice from the Province, provide the Province with any information the Province may request in respect of any Communications Activities.

A9.0 INDEMNITY

A9.1 Indemnification. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Recipient's Insurance. The Recipient is responsible for its own insurance and has been carrying, at its own costs and expense, and requiring the same from its subcontractors, all the necessary and appropriate insurance that a prudent municipality in similar circumstances would maintain in order to protect itself and the Indemnified Parties and support the Recipient's indemnification set out in section A9.1 (Indemnification). For greater certainty, the Recipient is not covered by the Province of Ontario's insurance program and no protection will be afforded to the Recipient by the Government of Ontario for any Loss or Proceeding that may arise out of the Financial Impacts or the Agreement.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1 (Termination on Notice), the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds; and
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. It will constitute an Event of Default if, in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement including, without limitation, failing to do any of the following in accordance with the terms and conditions of the Agreement:

- (a) use or spend any of the Funds or related interest for a purpose other than that contemplated under the Agreement without the prior written consent of the Province; or
- (b) provide, in accordance with section A7.2 (Preparation and Submission), Reports or such other reports as may have been requested pursuant to paragraph A7.2(b).

A12.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) provide the Recipient with an opportunity to remedy the Event of Default;
- (b) suspend the payment of Funds for such period as the Province determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;

- (g) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (h) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Record Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A12.3 Opportunity to Remedy. If, in accordance with paragraph A12.2(a), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to paragraph A12.2(a), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i).

A12.5 When Termination Effective. Termination under this Article A12.0 (Event of Default, Corrective Action, and Termination for Default) will take effect as provided for in the Notice.

A13.0 FUNDS UPON EXPIRY

A13.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds and SRA Phase 1 Contribution and related interest remaining in its possession or under its control.

A14.0 DEBT DUE AND PAYMENT

A14.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A14.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or
- (b) the Recipient owes any Funds or SRA Phase 1 Contribution, or an amount equal to any Funds or SRA Phase 1 Contribution to the Province, whether or not the Province has demanded their payment,

such amounts will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A14.3 Interest Rate. The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A14.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B” (Contact Information and Authorized Representatives).

A14.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A15.0 NOTICE

A15.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;

- (b) delivered by email, postage-prepaid mail, personal delivery or courier; and
- (c) addressed to the Province and the Recipient as set out in Schedule “B” (Contact Information and Authorized Representatives), or as either Party later designates to the other by Notice.

A15.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; and
- (b) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A15.3 Postal Disruption. Despite paragraph A15.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will provide Notice by email, personal delivery or courier.

A16.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A16.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A17.0 SEVERABILITY OF PROVISIONS

A17.1 Invalidity or Unenforceability of Any Provision. The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A18.0 WAIVER

A18.1 Waiver Request. Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A18.2 **Waiver Applies.** If in response to a request made pursuant to section A18.1 (Waiver Request) a Party consents to a waiver, the waiver will:

- (a) be valid only if the Party that consents to the waiver provides the consent by Notice; and
- (b) apply only to the specific obligation referred to in the waiver.

A19.0 INDEPENDENT PARTIES

A19.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A20.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A20.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A20.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's successors, and permitted assigns; and
- (b) the successors to Her Majesty the Queen in right of Ontario.

A21.0 GOVERNING LAW

A21.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A22.0 FURTHER ASSURANCES

A22.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A23.0 JOINT AND SEVERAL LIABILITY

A23.1 Joint and Several Liability. Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A24.0 RIGHTS AND REMEDIES CUMULATIVE

A24.1 Rights and Remedies Cumulative. The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A25.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A25.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A26.0 SURVIVAL

A26.1 Survival. The following Articles, sections and paragraphs, and all applicable cross-referenced Articles, sections, paragraphs, schedules and sub-schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 (Entire Agreement), paragraph 3.2(b), Articles 2.0 (Conflict or Inconsistency), 5.0 (Acknowledgment), and A1.0 (Interpretation and Definitions) and any other applicable definitions, paragraph A2.1(a), sections A4.4 (SRA Phase 1 Contribution, Rebates, Credits and Refunds), A5.1 (Disposal), A7.1 (Province Includes), A7.2 (Preparation and Submission) to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province, A7.3 (Record Maintenance), A7.4 (Records Review), A7.5 (Inspection and Removal), A7.6 (Cooperation), A7.7 (No Control of Records), A7.8 (Auditor General), Articles A8.0 (Communications Requirements) and A9.0 (Indemnity), sections A11.2 (Consequences of Termination on Notice by the Province) and A12.1 (Events of Default), paragraphs A12.2 (b), (c), (d), (e), (f), (g), (h) and (i), Articles A13.0 (Funds Upon Expiry), A14.0 (Debt Due and Payment), A15.0 (Notice) and A17.0 (Severability of Provisions), section A20.2 (Agreement Binding), Articles A21.0 (Governing Law), A23.0 (Joint and Several Liability), and A24.0 (Rights and Remedies Cumulative), and this Article A26.0 (Survival).

A27.0 SPECIAL CONDITIONS

A27.1 Special Conditions. The Province's funding under the Agreement is conditional upon,

- (a) on or before the Effective Date, the Recipient providing the Province with:
 - (i) a copy of the by-law(s) and, if applicable, any council resolution(s) authorizing the execution of the Agreement by the Recipient;
 - (ii) the necessary information, including a void cheque or a blank letter, to facilitate an electronic transfer to an interest-bearing account in the name of the Recipient at a Canadian financial institution; and
 - (iii) the reporting form required for Phase 1 with the details on the use of the SRA Phase 1 Contribution and a forecast of Eligible Expenditures for the Eligibility Period; and
- (b) the Recipient, together with its claim for payment and to promote ridership growth and transit sustainability objectives, providing the Province with an attestation that the Recipient:

- (i) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
- (ii) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes or cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
- (iii) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
- (iv) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
- (v) has requested in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

For greater certainty, if the Province provides any Funds to the Recipient prior to any of the conditions set out in this Article A27.0 (Special Conditions) having been met, and has not otherwise waived compliance with such condition in writing, the Province may exercise one or more of the remedies available to it pursuant to section A12.4 (Recipient Not Remediating).

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

Contact information for the purposes of Notice to the Province	Address: Strategic Investments Office Ministry of Transportation 777 Bay, 30th Floor Toronto, ON M7A 2J8 Attention: Kevin Dowling, Manager, Strategic Investments Office Phone: (416) 859-7912 Email: kevin.dowling@ontario.ca
Contact information for the purposes of Notice to the Recipient	Address: 22413 Hoskins Line Rodney, ON N0L 2C0 Attention: Jana Nethercott, Clerk Phone: (519) 785-0560 Email: clerk@westelgin.net
Contact information for the senior financial official in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province in respect of the Agreement	Address: 22413 Hoskins Line Rodney, ON N0L 2C0 Attention: Magda Badura, CAO/Treasurer Phone: (519) 785-0560 Email: mbadura@westelgin.net
Authorized representative of the Province for the purpose of section 4.2 (Execution of Amending Agreements)	Position: Director, Municipal Programs Branch, Ministry of Transportation
Authorized representative of the Recipient for the purpose of section 4.2 (Execution of Amending Agreements)	Position: CAO/Treasurer

SCHEDULE “C”

ELIGIBLE EXPENDITURES AND INELIGIBLE EXPENDITURES

C1.0 Definitions. In this Schedule “C” (Eligible Expenditures and Ineligible Expenditures), the following terms will have the following meanings:

“**MTEC**” means the Municipal Transit Enhanced Cleaning (MTEC) funding provided to Ontario municipalities for costs incurred related to the enhanced cleaning of transit vehicles and any other public and non-public facing transit assets resulting from the COVID-19 pandemic.

“**Operating Budget**” means the Recipient’s 2020 operating budget which has been prepared and adopted by the Recipient as required by section 290(1) of the *Municipal Act, 2001*.

C2.0 ELIGIBLE EXPENDITURES

C2.1 Scope of Eligible Expenditures. Eligible Expenditures include, at the Province’s sole discretion, the following Financial Impacts incurred during the Eligibility Period:

Revenue Losses

- (a) The following revenue losses measured against the Operating Budget (i.e., (revenue amount in the Operating Budget minus the actual revenue amount during the Eligibility Period) minus the non-COVID-19 pandemic revenue amount = the eligible revenue loss amount), that, in the opinion of the Province, the Recipient properly and reasonably incurred as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
 - (i) farebox revenue losses;
 - (ii) advertising revenue losses;
 - (iii) parking revenue losses;
 - (iv) contract revenue losses; and
 - (v) any other revenue loss the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Operating Costs

- (b) The following operating costs measured against the Operating Budget (i.e., (operating costs amount in the Operating Budget minus the actual operating costs amount during the Eligibility Period) minus the non-COVID-19 pandemic operating costs amount = the eligible operating costs amount) that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic will be considered Eligible Expenditures:
- (i) costs associated with vehicle cleaning, except for those for which MTEC funds have been provided or claimed;
 - (ii) costs associated with changes in fuel consumption (e.g., increases due to running additional buses or savings in consumption relating to lower service levels than budgeted, or both);
 - (iii) costs associated with vehicle maintenance;
 - (iv) costs associated with transit facilities;
 - (v) costs resulting from existing contracts with expanded scope/new contracts;
 - (vi) employee related costs (i.e., salaries, wages, benefits);
 - (vii) costs for employee personal protection equipment (e.g., face masks, gloves, sanitizer);
 - (viii) costs for signage and other means of communications related to the COVID-19 pandemic (e.g., social distance guidance); and
 - (ix) any other operating cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

Capital Costs

- (c) The following capital costs that, in the opinion of the Province, the Recipient properly and reasonably incurred and paid as a result of the COVID-19 pandemic, will be considered Eligible Expenditures:
- (i) costs associated with installing driver protection barriers and other protection measures for transit drivers;
 - (ii) costs associated with providing passenger protection equipment and other passenger safety measures; and

- (iii) any other capital cost the Recipient incurred as a result of the COVID-19 pandemic that, in the opinion of the Province, is considered eligible.

C3.0 INELIGIBLE EXPENDITURES

C3.1 Scope of Ineligible Expenditures. Unless a cost or a loss is considered an Eligible Expenditure pursuant to section C2.1 (Scope of Eligible Expenditures), such cost or loss will be considered an Ineligible Expenditure. Without limitation, the following costs and loss will be considered Ineligible Expenditures:

- (a) costs incurred outside of the Eligibility Period;
- (b) costs not paid prior to having been submitted to the Province for payment;
- (c) Recipient's staff, including permanent and seasonal, salaries and travel costs unless otherwise indicated in paragraph (b)(vi) of section C2.1 (Scope of Eligible Expenditures);
- (d) legal, audit, or interest fees;
- (e) costs for which MTEC funds have been provided or claimed;
- (f) any operating or capital cost that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred or paid, or both, during the Eligibility Period and as a result of the COVID-19 pandemic (i.e., excess purchases or stockpiling);
- (g) any loss that, in the opinion of the Province, the Recipient could not have properly and reasonably incurred during the Eligibility Period and as a result of the COVID-19 pandemic;
- (h) refundable Harmonized Sales Tax or other refundable expenses; and
- (i) any other cost which is not specifically listed as an Eligible Expenditure under section C2.1 (Scope of Eligible Expenditure) and which, in the opinion of the Province, is considered ineligible.

SCHEDULE “D”
CLAIM AND ATTESTATION SUBMISSION,
SUPPORTING DOCUMENTATION AND PAYMENT PROCEDURES

D1.0 CLAIM AND ATTESTATION

D1.1 Claim and Attestation from the Recipient’s Senior Financial Official. The Recipient will use the form in Sub-schedule “D.1” (Claim and Attestation Form) for the submission of its claim for payment.

D2.0 SUPPORTING DOCUMENTATION

D2.1 Report on Expenditures and Additional Report and Information. The Recipient will, together with the claim form described in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official), submit the following supporting documentation with its claim for payment:

- (a) a report on expenditures using the form in Appendix A (Form of Report on Expenditures) to Sub-schedule “D.1” (Claim and Attestation Form); and
- (b) any additional reports or information, or both, the Province may request at its sole discretion and in a form provided by the Province.

D3.0 PAYMENT PROCEDURES

D3.1 Submission of Claim for Payment and Required Documentation. The Recipient will submit its claim for payment, together with the supporting documentation set out in section D1.1 (Claim and Attestation from the Recipient’s Senior Financial Official) and section D2.1 (Report on Expenditures and Additional Report and Information) on or before May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives).

D3.2 Claim Payments. Subject to the terms and conditions set out in the Agreement and if due and owing under the Agreement, the Province will use its reasonable efforts to make the payment to the Recipient for the claim submitted pursuant to section D3.1 (Submission of Claim for Payment and Required Documentation) in a timely manner.

D3.3 No Interest. The Province will under no circumstances be liable for interest for failure to make a payment within the time limit provided for in section D3.2 (Claim Payments).

D3.4 **No Obligation to Pay.** For greater clarity and without limitation to any other right of the Province, the Province will have no obligation to pay a claim if it does not meet the terms and conditions of the Agreement including, without limitation, if the claim is missing any of the required supporting documentation or is submitted after May 31, 2021, or at a later date upon Notice from the representative of the Province on the signature page above or in Schedule “B” (Contact Information and Authorized Representatives), or both.

**SUB-SCHEDULE “D.1”
CLAIM AND ATTESTATION FORM**

TO: Ministry of Transportation
Transportation Programs Office

Attention: Manager, Transportation Programs Office

Email: MTO-COVID_Transit_Funding@ontario.ca

FROM: **[Insert name of Recipient]**

Attention: **[insert name and title of Recipient senior official]**

Telephone No.: **[insert telephone number of Recipient senior official]**

RE: Safe Restart Agreement – Phase 2 Municipal Transit Funding

In the matter of the Safe Restart Agreement (SRA) – Phase 2 Municipal Transit Funding entered into between Her Majesty the Queen in right of Ontario, represented by the Minister of Transportation for the Province of Ontario, and the **[insert the legal name of the Recipient]** (the “Recipient”), on _____, _____ (the “Agreement”).

I, _____ **[insert the name and title of the Recipient’s senior official]**, an authorized representative of the Recipient, having made such inquiries as I have deemed necessary for this attestation, hereby certify that to the best of my knowledge, information and belief.

On the date set out below:

- 1) all representations and warranties contained in Article A2.0 (Representations, Warranties, and Covenants) of Schedule “A” (General Terms and Conditions) to the Agreement are true and correct.
- 2) the Recipient is in compliance with all the terms and conditions of the Agreement.;
- 3) the information in respect of the Eligible Expenditures that is contained in the attached Appendix A (Report on Expenditures) is true and correct.
- 4) the Eligible Expenditures claimed in the attached Appendix A (Report on Expenditures) have:
 - (a) in respect of the losses, been incurred during the Eligibility Period;

- (b) in respect of the operating and capital costs, been incurred during the Eligibility Period;
 - (c) have only been expended on Financial Impacts as defined in section A1.2 (Definitions) of the Agreement;
 - (d) have not been and will not be funded or reimbursed through any other funding program; and
 - (e) have not replaced the budgeted subsidy that the Recipient provides to transit operations.
- 5) the Recipient has not received and will not receive SRA Phase 1 Contribution, a rebate, credit or refund for any Eligible Expenditures claimed or, if it did, those were deducted from the Eligible Expenditures claimed.
- 6) the Recipient is in compliance with all of the reporting requirements of the Agreement.
- 7) the Recipient:
- (a) has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items;
 - (b) has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve Low-performing Routes, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews;
 - (c) has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient;
 - (d) has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience; and
 - (e) has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.

By signing below, I hereby claim payment in the amount of \$ _____, on behalf of the Recipient, on account of the Province's contribution towards the Eligible Expenditures of the Agreement.

Declared at _____ (city), in the Province of Ontario, this _____ day of _____, 20_____.

(Signatures)

Name:

Title:

I have authority to bind the Recipient.

**APPENDIX A
FORM OF REPORT ON EXPENDITURES
TO
SUB-SCHEDULE “D.1” (CLAIM AND ATTESTATION FORM)**

Safe Restart Agreement (SRA) Phase 2 Municipal Transit Funding Expenditure Report for the Eligibility Period	
Date:	
Recipient's Name:	
Total Funds Allocated:	
Total Funds Claimed:	
Remaining Allocation:	

See Schedule "C" (Eligible Expenditures & Ineligible Expenditures, including Articles C2.0 (Eligible Expenditures) & C 3.0 (Ineligible Expenditures) for details on Eligible Expenditures & Ineligible Expenditures		October 2020	November 2020	December 2020	January 2021	February 2021	March 2021	[Note: If the Eligibility Period is extended pursuant to section 1.2 (Definitions) of the Agreement, add a new column for each additional month]	Total
Revenue Losses	Farebox								
	Advertising								
	Parking								
	Contracts (e.g., school)								
	Other Revenue ¹								
Operating Costs	Vehicle Cleaning ²								
	Changes in Fuel Consumption								
	Vehicle Maintenance								
	Transit Facilities								
	Existing Contracts with Expanding Scope/New Contracts								
	Employee								
	Employee PPE								

	Communications								
	Other Operating Costs ³								
Capital Costs	Driver Protection								
	Passenger Protection								
	Other Capital Costs ⁴								
Net Monthly Impact - Pressure/(Savings):									
Cumulative Impact - Pressure/(Savings):									

¹Other revenue impacts beyond those listed above

²Cleaning costs beyond costs reimbursed through Municipal Transit Enhancement Cleaning funding

³Additional COVID related operating costs beyond those listed above

⁴See workbook tab and/or comments for details

The Recipient attests to the following conditions from the drop-down menu, as outlined in Schedule A (General Terms and Conditions), paragraph 27.1(b) of the Transfer Payment Agreement,

Condition	Select
Has engaged or will engage, as requested and in a manner to be specified by the Province, including share information, with the Province to determine the benefit of optional consolidated procurement of specific COVID-19 pandemic related items.	
Has considered or will consider whether On-demand Microtransit, or other service innovations, would better serve low-performing, cancelled or new routes than traditional fixed-route service as part of the Recipient's regular service reviews.	

Has engaged or will engage, as requested and in a manner to be specified by the Province, with the Province or Metrolinx, or both, on lessons learned and capacity building to support future consideration of On-demand Microtransit by the Recipient.		
Has participated or will participate, as requested and in a manner to be specified by the Province, in discussions lead by the Province or Metrolinx, or both, on improved fare and service integration and work toward implementing options that would improve the rider experience.		
Has requested, in writing, provincial assistance in discussions to transform transit delivery between neighboring municipal governments, where there is a local interest and benefit to pursuing structural reforms.		

Results Achieved with Provincial Funding:

Additional Comments:

Conclusion:

Recommended for payment:

Date:

Recommended for payment:

Date:

**[insert/print the name and title of the Recipient's
authorized representative]**

**[insert/print the name of the
Director]
Director, Ministry of Transportation**



MUNICIPALITY OF West Elgin

The Corporation Of The Municipality Of West Elgin

By-Law No. 2021-18

Being a By-Law to Establish a Reduced Load Restriction Period on Municipal Roads

Whereas Subsection 7 of Section 122 of the *Highway Traffic Act*, R.S.O. 1990 chapter H.8 as amended provides that “The municipality or other authority having jurisdiction over a highway may, by by-law, designate the date on which a reduced load period shall start or end and the highway or portion thereof under its jurisdiction to which the designation applies”; and

Whereas the reduced load restriction period is deemed necessary for the protection of all roadways in the Municipality of West Elgin which are under the jurisdiction of the Council of the Corporation of the Municipality of West Elgin;

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

1. That during a reduced load period, no commercial motor vehicle or trailer shall be operated or drawn upon any designated highway where the weight upon an axle exceeds 5,000 kilograms. Any deviations to this must strictly adhere to the exceptions listed under Section 122 of the *Highway Traffic Act*.
2. Pursuant to Subsection 7 of Section 122 of the *Highway Traffic Act*, March 1st of any given year shall be the start, and April 30th of any given year shall be the end of the reduced load period for all portions of all highways and roads under the jurisdiction of the Municipality of West Elgin.
3. The aforementioned start and end date shall be the normal start and end dates subject to the discretion of the Manager of Operations and Community Services, who may shorten, extend or temporarily suspend the periods due to abnormal weather or road conditions.
4. This by-law shall come into force and effect upon the date of passage.

Read a first, second, and third time and finally passed this 11th day of March 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law 2021-19

Being a By-Law to Appoint Community Emergency Management Coordinators (CEMC) for the Corporation of the Municipality of West Elgin

Whereas pursuant to Section 2.1 (1) of the *Emergency Management and Civil Protection Act, R.S.O. 1990*, as amended, requires every municipality to develop and implement an Emergency Management Program; and

Whereas pursuant to Section 10 of Ontario Regulation 380/04 requires that every municipality shall designate an employee of the municipality or a member of the council as its emergency management program coordinator;

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

1. That Jeff VanRybroeck is hereby appointed Community Emergency Management Coordinator (CEMC) for the Corporation of the Municipality of West Elgin.
2. That Jeff McArthur, Fire Chief is appointed as an Alternate Community Emergency Management Coordinator for the Corporation of the Municipality of West Elgin.
3. That Lee Gosnell, Manager of Operations & Community Services is appointed as an Alternate Community Emergency Management Coordinator for the Corporation of the Municipality of West Elgin
4. That By-Law No. 2020-75 is hereby repealed.
5. That this by-law shall take effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 11th day of March, 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2021-20

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on March 11, 2021.

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 March 11, 2021, 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 11th day of March, 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk