



Municipality of West Elgin

Agenda

Council Meeting

Date: October 28 2021, 9:00 a.m.
Location: West Elgin Community Complex - Hybrid Meeting
160 Main Street
West Lorne
Electronic Hybrid Meeting

Due to Orders under *Reopening Ontario Act*, 2020 this meeting broadcasted 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 - 9 a.m.

Recommendation:

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at _____ a.m. under Section 239(2)(b) of the *Municipal Act R.S.O. 2001* consideration will be given to matters pertaining to an identifiable individual, including a municipal or local board employee.

4. Report from Closed Session

5. Disclosure of Pecuniary Interest

6. Delegations - 9:30 a.m.

6.1.	Elgin County Update - Warden T. Marks and J. Gonyou CAO/Clerk	6
7.	Adoption of Minutes	18
	Recommendation: That the Minutes of the Council meeting on October 14, 2021 be adopted as circulated and printed.	
8.	Business Arising from Minutes	
9.	Staff Reports	
9.1.	Building	
9.1.1.	J. Morgan-Beunen, CBO - Authorize Execution of Conditional Permit Agreement – Permit No. 2021-83	30
	Recommendation: That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, Chief Building Official, be received for information purposes; and That the proposed By-law, being a By-law to authorize execution of an Agreement with Carlos Azevedo for the issuance of a Conditional Building Permit at 24803 Pioneer Line, West Lorne, Ontario in the Municipality of West Elgin, be considered in the By-Law portion of the agenda.	
9.2.	Water	
9.2.1.	M. Kalita, Utilities Supervisor - Misteale Side Road Water Line Extension	32
	Recommendation: That West Elgin Council hereby receives the report from Mike Kalita, Utilities Supervisor re: Mistle Side Road Water Line Extension.	
9.3.	Fire	
9.3.1.	J. McArthur, Fire Chief - Monthly Report – September 2021	40
	Recommendation: That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: September Monthly Fire Report for information purposes.	

9.4. Municipal Drains

9.4.1. J. Nethercott, Clerk - Appoint Engineer for Drainage Works – DK Andrews Drain

43

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Appoint Drainage Engineer for Drainage Works- DK Andrews Drain; and

That West Elgin Council hereby appoints Spriet & Associates Engineers to prepare a report for the major improvement of the DK Andrews Municipal Drain;

9.5. Planning

9.5.1. B. Pearce, Planner - Consent Application E86-21 – Comments to County of Elgin (Planning Report 2021-31)

47

Recommendation:

That West Elgin Council hereby receives the report from Bryan Pearce regarding the consent application, File E86-21 – Comments to County of Elgin (Planning Report 2021-31);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E86-21, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

And further that West Elgin Council directs Administration to provide this report as Municipal comments to the County of Elgin.

9.6. Clerks

9.6.1. J. Nethercott, Clerk - Delegation Request – Dutton Dunwich/West Elgin Housing Stability Task Force

56

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Delegation Request from Dutton Dunwich/West Elgin Housing Stability Task Force for information purposes.

10. Committee and Board Report

10.1.	Councillor Reports from Committees	
11.	Council Announcements/Inquires	
11.1.	Notice of Motion	
11.2.	Councillor Announcements	
11.3.	Matters of Urgency	
12.	Accounts	
	Recommendation:	
	That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #10A amounting to \$ 230,945.13 in settlement of General, Road, Water and Arena Accounts including EFT#4452-4491, online Payments# 792-797, cheque# 25777-25793 and Payroll PP21.	
13.	Correspondence	
13.1.	Elgin County - Council Highlights October 12, 2021	59
13.2.	Municipality of Leamington - Support AMO's recommendations to Long-Term Care COVID-19 Commission	63
13.3.	Ontario Provincial Police - Memorial dedicated to Officers who died by suicide	66
13.4.	West Lorne Optimist - Request to Close Road	71
13.5.	Royal Canadian Legion - Remembrance Day Request	72
14.	Up Coming Meeting Dates	
	<ul style="list-style-type: none"> November 4, 2021 <ul style="list-style-type: none"> Court of Revision - 9 am Committee of the Whole (fees and charges) - 9:30 am Committee of Adjustment - 1 pm November 18 - Council - 9:30 am December 2 - Council - 9:30 am December 9 - Committee of the Whole (2022 draft budget) - 9:30 am December 19 - Council - 9:30 am 	

15. By-Laws

15.1. By-Law 2021-58 - ICIP Community, Culture and Recreation Grant Transfer Payment Agreement

73

Recommendation:

That By-Law 2021-58 being a By-law to Authorize the Execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream Project between Her Majesty the Queen Right in Ontario represented by the Minister of Infrastructure and the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

15.2. By-law 2021-59 - Conditional Building Permit Agreement

132

Recommendation:

That By-law 2021-59 being a Bylaw to authorize execution of an Agreement with Carlos Azevedo for the issuance of a Conditional Building Permit at 24803 Pioneer Line, West Lorne, Ontario in the Municipality of West Elgin, be read a first, second and third and final time.

16. Confirming By-Law

135

Recommendation:

That By-Law 2021-60 being a By-Law to confirm the proceedings of the Regular Meeting of Council held on October 28, 2021, be read a first second and third and final time.

17. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 9:00 a.m. on November 4, 2021 as Committee of the Whole and November 18, 2021 as Council or at the call of the Chair.

ELGIN COUNTY UPDATE 2021

Warden Tom Marks
Julie Gonyou, Chief
Administrative Officer



Our Agenda

- Message from the Warden
- Strategic Plan/SDR
- What's New and Exciting?
- Local Priorities

Message from Warden Tom Marks



Elgin County's programs and initiatives are driven by the 2020-2022 Strategic Plan and recommendations from the Service Delivery Review.

2020-2022 Strategic Plan



SERVING ELGIN

To re-design how we respond to community needs in a creative, sustainable way.



GROWING ELGIN

To be the place where people want to live, work and play.



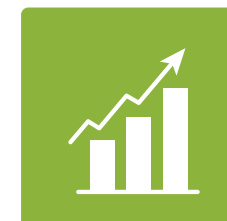
INVESTING IN ELGIN

To make responsible financial decisions.

Service Delivery Review Focus



Reviewing and improving the County's human and community services with a focus on long-term care.



Examining and improving the County's internal operations.



Reviewing, improving and potentially expanding shared municipal services and resources with the County's seven local municipal partners and the City of St. Thomas.



What's New and Exciting?



Infrastructure Projects


- Completed a full structural, mechanical and electrical rehabilitation of the historic King George VI Lift Bridge in Port Stanley.
- Removal of the Temporary Bridge in Port Bruce and its successful repurposing to replace the Meeks Bridge in Southwold.
- Completed Village of Rodney Reconstruction in West Elgin.
- Currently in the process of developing a Transportation Master Plan, scheduled to be completed in Spring 2022.
- Hired a Senior Engineering Design and Construction Technologist bringing engineering design in-house.
- Terrace Lodge Redevelopment is on schedule and within budget. Completion scheduled for 2023.

Planning and Economic Development

- Currently undertaking a 5-Year Review of the County's Official Plan scheduled to be completed in Winter 2022.
- Hired a Planning Technician to take on the role of Secretary/Treasurer of Land Division Committee, to assist in improving LDC processes, and to assist in day to day planning activities.
- Elgin is working with the Township of Southwold to facilitate the redevelopment of the former Ford Assembly Plant in Talbotville by Broccolini Real Estate Group. This work has included the streamlining of planning processes to ensure that Elgin County provides responsive engineering services to support the aggressive development timelines.
- Economic Development, Planning and GIS working with Elgin's Local Municipal Partners to develop a digitally-mapped vacant land inventory.
- Economic Development is participating in a Field to Forks Campaign with CTV. This campaign will run for 6 weeks starting in October 2021 to promote food produced and harvested in Elgin including dairy, beef, produce and maple syrup.



Culture and Community Engagement




Take Our
SURVEY!



- 

Murals celebrating the history of transportation will be going up on select municipal buildings across Elgin County as part of a donation from the Donna Vera Evans Bushell Estate. Work on murals has begun and is expected to be completed in spring of 2022.
- 

Terrace Lodge Redevelopment Fundraising Committee has raised \$113, 017 to-date. The campaign will run for three (3) years.
- 

Launched a dedicated engagement site www.engageelgin.ca. Utilizing this platform for two-way communication with the public on a variety of issues including the Official Plan Review, Connectivity in Elgin, Transportation Master Plan, Budget Process, and Terrace Lodge Redevelopment.
- 

Gathered public opinions through multiple surveys related to the official plan, transportation, connectivity, accessibility, budget spending, and seniors recreation.
- 

Partnered with Local Municipal Partners to organize and promote activities related to acknowledging The National Day for Truth and Reconciliation on September 30.
- 

Elgin County Warden's Golf Tournament raised \$20,000 for the Elgin Middlesex United Way.

Technology and Innovation

- **Hired a Director of Information Technology Services.**
- **In the process of developing a digital transformation strategy for Elgin County.**
- **Connectivity Committee continues to work on solving Elgin's connectivity challenges. The Committee and Council will receive a final consultant report this fall that will offer costed community-based implementation options for consideration.**
- **Digital Services Librarian hired to focus on the increased use of virtual programming and materials in Elgin County Libraries.**
- **Human Capital Management Software to integrate scheduling, payroll and other human resources functions procured and in the implementation phase.**
- **First ever County Employee Intranet launched to facilitate access to corporate updates, wellness information, HR policies, and important forms and documents.**



Partnerships



- Review of the Road Maintenance Agreement with Local Municipal Partners is currently underway.
- In the process of exploring a shared Human Resources agreement with interested LMPs.
- Elgin is currently providing CEMC services to Southwold, Dutton Dunwich and West Elgin and temporary CEMC services to Malahide.
- Elgin County has been recognized by the provincial government as a Regional Fire Training College. Successfully completed 10 Fire Training Courses in 2021 and a course calendar of 30-40 courses is planned for 2022.
- Elgin County continues to work closely with its Local Municipal Partners to provide a consistent and coordinated approach to the COVID-19 pandemic.
- CSWB Plan developed jointly with the Town of Aylmer and the City of St. Thomas. Five (5) high level priorities identified and represented by action tables. An integration table will oversee coordination of efforts.

Local Priorities?

A close-up photograph of a white puzzle piece with the word "PRIORITIES" printed on it in a serif font. The puzzle piece is part of a larger assembly, with other pieces visible around it. The background of the slide features large, overlapping geometric shapes in orange, blue, and green.

PRIORITIES

Questions?



Municipality of West Elgin

Minutes

Council Meeting

October 14, 2021, 9:30 a.m.

West Elgin Community Complex - Hybrid Meeting

160 Main Street

West Lorne

Electronic Hybrid Meeting

Present:

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

Staff Present:

M. Badura, CAO/ Treasurer
J. Nethercott, Clerk
L. Gosnell, Manager of Operations & Community Services
J. Morgan-Beunen, Chief Building Official
T. Mohan, Drainage Superintendent

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 9:30 a.m.

2. Adoption of Agenda

Resolution No. 2021- 312

Moved: Councillor Tellier

Seconded: Councillor Rowe

That West Elgin Council hereby adopts the Agenda with the addition of Councillor Announcements prior to Item 11.

Carried

3. Closed Session

Resolution No. 2021- 313

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 9:31 a.m. under Section 239(2)(b) of the *Municipal Act, R.S.O. 2001* consideration will be given to matters pertaining to an identifiable individual, including a municipal or local board employee.

Carried

4. Report from Closed Session

Mayor McPhail reported out of Closed Session at 10:15a.m.

Resolution No. 2021- 314

Moved: Deputy Mayor Leatham

Seconded: Councillor Rowe

That Council provides authorization to reverse penalty and interest charged on unpaid taxes on roll number 34-34-000-050-04400-0000 amounting to \$789.90.

Carried

5. Disclosure of Pecuniary Interest

No disclosures

6. Meeting to Consider Engineers Report Under Drainage Act

6.1 J.M Spriet, PEng. - Pool Outlet Drain

6.2 Public Comments

None.

6.3 Council Comments

None.

6.4 Provisional By-law

Resolution No. 2021- 315

Moved: Deputy Mayor Leatham

Seconded: Councillor Cammaert

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

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

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

Carried

9. Staff Reports

9.2 Municipal Drains

9.2.1 J. Nethercott, Clerk - Appoint Court of Revision – Hepburn, Lalonde and Shunpiker Drains

Resolution No. 2021- 316

Moved: Councillor Tellier

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Appoint 1 Member to Court of Revision for Hepburn, Lalonde and Shunpiker Municipal Drains; and

Whereas The Municipality of West Elgin has an interest in the Hepburn and Lalonde Municipal Drains with the Municipality of Chatham-Kent; and

Whereas Courts of Revision have been scheduled by the Municipality of Chatham-Kent on Tuesday November 16, 2021 at 6:00 p.m. via Zoom

Be it resolved that West Elgin Council hereby appoints Mayor McPhail to the Court of Revision for the Hepburn, Lalonde and Shunpiker Municipal Drains:

Carried

Drainage Superintendent exited the meeting at 10:23 a.m.

7. Adoption of Minutes

Resolution No. 2021- 317

Moved: Councillor Rowe

Seconded: Councillor Tellier

That the Minutes of the Council meeting on September 23, 2021 and Committee of the Whole meeting on October 5, 2021 be adopted as circulated and printed.

Carried

8. Business Arising from Minutes

Councillor Rowe thanked Councillor Tellier for taking her place at the Thames Talbot Land Trust ceremony.

9. Staff Reports

9.1 Building

9.1.1 J. Morgan-Beunen, CBO - Building Activity Report September 2021

Resolution No. 2021- 318

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

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

Carried

9.3 Operations & Community Services

9.3.1 L. Gosnell, Manager of Operations & Community Services - West Lorne Complex – Roof Replacement

Resolution No. 2021- 319

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services re: West Lorne Complex Roof Replacement for information purposes.

Carried

9.3.2 L. Gosnell, Manager of Operations & Community Services - Persons with Disabilities Warning Sign Policy

Resolution No. 2021- 320

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

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

That West Elgin Council adopts a policy regarding requests for disability warning signage made by residents of West Elgin.

Carried

9.3.3 L. Gosnell, Manager of Operations and Community Services - Monthly Operations Update – September 2021

Resolution No. 2021- 321

Moved: Councillor Rowe

Seconded: Councillor Cammaert

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

Carried

9.4 Clerks

9.4.1 J. Nethercott, Clerk - Accessibility Policy Updates

Resolution No. 2021- 322

Moved: Councillor Rowe

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Accessibility Policy Updates; and

That West Elgin Council consider approving the updated Accessibility Policies; HR 8.2 Accessibility Policy, HR 8.3 Emergency Response, HR 8.4 Accommodation in Workplace, HR 8.5 Return to Work and HR 8.6 Temporary Service Disruption in the by-law portion of the agenda.

Carried

9.4.2 J. Nethercott, Clerk - 2022 Municipal and School Board Election Voting Method

Resolution No. 2021- 323

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: 2022 Municipal and School Board Election Voting Method; and

That West Elgin Council direct staff to bring forward a By-law at the next Regular Council Meeting to approve the use of Alternate Voting Methods for the 2022 Municipal and School Board Election; and

That West Elgin Council adopt the staff recommendation that the 2022 Municipal and School Board Election Voting Methods be by Telephone and Internet voting with in-person polling stations or voter help centres.

Carried

9.4.3 J. Nethercott, Clerk - OPP Contract Renewal for Elgin Group

Resolution No. 2021- 324

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: OPP Contract Renewal for Elgin Group; and

That West Elgin Council hereby consider approval of the Elgin Group Amending Agreement with the OPP in the By-law Portion of the Agenda.

Carried

9.4.4 J. Nethercott, Clerk - Supporting People and Business Act

Resolution No. 2021- 325

Moved: Deputy Mayor Leatham

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Supporting People and Business Act, for information purposes.

Carried

9.5 Finance/Administration

9.5.1 M. Badura. CAO/Treasurer and J. Nethercott, Clerk - Administration Monthly Update for September 2021

Councillor Rowe thanked staff for their work on the Commemoration for the National Day for Truth and Reconciliation.

Resolution No. 2021- 326

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk and Magda Badura CAO/Treasurer re: Administration Monthly Report for September 2021 for information purposes

Carried

9.5.2 M. Badura, CAO/Treasurer - COVID-19 Vaccination Verification Policy

CAO/Treasurer updated Council that the updated draft of the COVID-19 policy detailed information on how contractors who enter municipal facilities must provide a general attestation that their staff is vaccinated, and staff won't be responsible for screening each contract worker.

Resolution No. 2021- 327

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: COVID-19 Vaccination Verification Policy; and

That West Elgin hereby adopts the COVID-19 Vaccination Verification Policy as attached.

Carried

10. Committee and Board Report

10.1 Councillor Reports from Committees

Mayor McPhail reported that at the Arena Board meeting on Wednesday there was no one who expressed interest in operating the food booth this season, so it will remain closed.

11. Councillor Announcements/Inquires

Councillor Tellier announced that Marg Toth of Marg's Variety is retiring today. Council directed that a card and gift card be provided for this retirement.

CAO/Treasurer Magda Badura stated that a request has come in regarding the kitchen cabinets in the Old Town Hall in Rodney. A community group is interested in repurposing these cabinets if Council agrees.

Resolution No. 2021- 328

Moved: Councillor Cammaert

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby supports staff request to donate the unused kitchen cabinets out of the Rodney Old Town Hall to the community group that has requested them.

Carried

12. Accounts

Resolution No. 2021- 329

Moved: Deputy Mayor Leatham

Seconded: Councillor Rowe

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #10 amounting to \$ 1,887,111.25 in settlement of General, Road, Water and Arena Accounts including EFT#4378-4451, online Payments# 776-791, cheque# 25767-25776 and Payroll PP19-20.

Carried

13. Waiver of Fees Request

Resolution No. 2021- 330

Moved: Councillor Rowe

Seconded: Councillor Tellier

That West Elgin Council hereby approves/denies the Waiver of Fees requests under consent item number 12.1

Carried

14. Upcoming Meetings

15. Correspondence

15.1 Ministry of Municipal Affairs and Housing - Construction Noise

15.2 Province of Ontario - Easing of Capacity Limits in Select Settings

15.3 ROMA Conference - Virtual Conference 2022

15.4 Elgin County Land Division - Notice of Deferral

15.5 Elgin County Land Division - Notice of Decision

15.6 Elgin County OP Community Engagement Notice

15.7 Kingsville - Support of Eye Care in Ontario

Resolution No. 2021- 331

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That West Elgin Council hereby supports the Kingsville Council resolution in support of Save Eye Care in Ontario dated September 27, 2021.

Carried

15.8 West Lorne Lawn Bowling - Request to erect shade structures

Council directed staff to contact the West Lorne Lawn Bowling Club to develop a proposal for this shelter and report back to Council.

15.9 Request to Close Jessie Street

Resolution No. 2021- 332

Moved: Councillor Tellier

Seconded: Councillor Cammaert

That West Elgin Council hereby approves the request to close Jessie Street in West Lorne on October 23, 2021 for the Spooktacular Event.

Carried

15.10 Robert Van Every - Request of Council

CAO/Treasurer Magda Badura reported that at this time the staff member that was involved in this issue was not available for discussions regarding this request and she requested that Council defer any comments until such time that staff can prepare a report for Council and make the staff available for any questions. Council directed that staff inform Mr. Van Every of this and report back to Council at the next meeting.

16. By-Laws

16.1 By-Law 2021-54 - Accessibility Policies

Resolution No. 2021- 333

Moved: Councillor Rowe

Seconded: Councillor Tellier

That By-law 2021-54 being a By-law to repeal and replace a policies with respect to Accessibility – HR 8.2 Accessibility, HR 8.3 Emergency Response, HR 8.4 Accommodation in the Workplace, HR 8.5 Return to Work and HR 8.6 Temporary Service Disruption, be read a first, second, third and final time.

Carried

16.2 By-Law 2021-55 Pool Outlet Drain

Resolution No. 2021- 334

Moved: Councillor Tellier

Seconded: Deputy Mayor Leatham

That By-law 2021-55 being a By-Law to provide for the reconstruction of the Pool Outlet Drain in the Municipality of West Elgin, be read a first and second time and be provisionally adopted.

Carried

16.3 By-Law 2021-56 - Amend OPP Agreement

Resolution No. 2021- 335

Moved: Councillor Rowe

Seconded: Councillor Cammaert

That By-law 2021-56 being A By-law to Authorize the Mayor and Clerk to Execute an Amending Agreement with Her Majesty the Queen in Right of Ontario as Represented by the Solicitor General for the Provision of Police Services for the Elgin Group Municipalities, be read a first, second and third and final time.

Carried

17. Confirming By-Law

Resolution No. 2021- 336

Moved: Councillor Tellier

Seconded: Councillor Cammaert

That By-law 2021-57 being a By-Law to confirm the proceedings of the Regular Meeting of Council held on October 14, 2021, be read a first, second and third and final time.

Carried

18. Adjournment

Resolution No. 2021- 337

Moved: Councillor Rowe

Seconded: Councillor Tellier

That the Council of the Municipality of West Elgin hereby adjourn at 11:38 a.m. to meet again at 9:00 a.m. on October 28, 2021 or at the call of the Chair.

Carried

Duncan McPhail, Mayor

Jana Nethercott, Clerk



Staff Report

Report To: Council Meeting

From: Jackie Morgan-Beunen, Chief Building Official

Date: 2021-10-28

Subject: Authorize Execution of Conditional Permit Agreement – Permit No. 2021-83

Recommendation:

That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, Chief Building Official, be received for information purposes; and

That the proposed By-law, being a By-law to authorize execution of an Agreement with Carlos Azevedo for the issuance of a Conditional Building Permit at 24803 Pioneer Line, West Lorne, Ontario in the Municipality of West Elgin, be considered in the By-Law portion of the agenda.

Purpose:

The purpose of this report is to receive Council approval to enter into an agreement with Mr. Carlos Azevedo for a conditional building permit.

Background:

The Ontario Building Code Act 1992 S.O. 1992, c.23 (BCA) allows, at the discretion of Chief Building Officials, to issue conditional building permits for various stages of construction. The discretion to consider a conditional building permit rests solely with the CBO. The use of conditional building permits allows construction to commence or continue in advance of compliance with all requirements of the Act. Such requirements can include, but are not limited to, meeting building code and other applicable law, payment of fees, providing necessary plans, and information. Applicable law requirements can typically also include zoning compliance, permissions from other regulatory agencies, and site plan approval.

More specifically, Section 8(3) of the BCA provides that a CBO may issue a conditional building permit for any stage of construction if:

- the proposal complies with Section 34 (Zoning) and 38 (Interim Control) of the Planning Act;
- the CBO is of the opinion that unreasonable delays in the construction would occur if the conditional permit is not granted;
- the applicant agrees in writing with the municipality to;
 - assume all risks associated with the permit and obtain all necessary approvals in the time set out in the agreement;
 - to file any plans and specifications in the time set out in the agreement;
 - at the applicants expense to remove any works associated with the conditional permit if the terms of the agreement are not met by the applicant and;
 - to comply with any conditions that the CBO may deem necessary which could include the posting of securities.

Section 8(3.1) of the BCA provides that the municipality may in writing delegate authority to the Chief Building Official to enter into the agreement noted in Section 8(3) and further that the delegation may include restrictions or conditions. Delegating authority to the Chief Building Official to enter into these supporting agreements serves to further expedite the Conditional Permit Process and to further protect the interests of the principle authority.

A request for the construction of a detached accessory structure (24' X 32' Garage) prior to the construction of the proposed dwelling has been submitted by the owner. Mr. Azevedo plans to build the house next year under Permit No. 2021-115 but would like to build the garage first in order to store equipment and materials. The list of permitted uses in the R1 Zone are limited to a single unit dwelling and home occupation. An accessory to a permitted use is only permitted once the permitted use exists on the property. A copy of the Conditional Building Permit Agreement is attached, which explains the various conditions applied to municipal approval of the said permit. Section 4 provides for a deposit of \$ 5,000.00 as a condition, which would cover removal and restoration costs should the project not be completed.

Respectfully Submitted

Jackie Morgan-Beunen
Chief Building Official



Staff Report

Report To: Council Meeting
From: Mike Kalita, Utilities Supervisor
Date: 2021-10-28
Subject: Mistele Side Road Water Line Extension

Recommendation:

That West Elgin Council hereby receives the report from Mike Kalita, Utilities Supervisor re: Mistele Side Road Water Line Extension.

Purpose:

The purpose of this report is to provide Council with a timeline and suggested resolution for the request from Mr. Robert Van Every regarding the Mistele Side Road Water Line Extension.

Background:

Mr. R Van Every submitted a letter to Council and signed application for water service in March 13, 2018. From the information found it appears this was based on a conversation with a previous staff member who verbally quoted them in the range of \$50,000 to \$70,000 based on an extension done in 2013 and submitted a report to Council at the March 22, 2018, where Council approved the Engineering of this proposal (report attached).

The Engineers report and costing was received from Chris Lierman of Spriets on June 18, 2018. Due to the cost discrepancy there was some discussion back and forth regarding the reasons. Calls were placed to all parties interested in the waterline extension in July of 2018, the phone calls indicated that everyone was on the fence about the cost and no one was ready to move forward at this time. At that time the CAO was handling all communication with these residents and there was one request for the Engineers Report electronically that was directed to myself and unfortunately it appears that it was only sent to the requestor, not all parties involved.

It appears at this point there has been miscommunications from staff and therefore in discussions with the CAO/Treasurer staff are recommending to waive penalty and interest that has accrued, however the original cost of \$1,883.51 still be outstanding, as Mr. Van Every did sign the agreement to pay for the costs to proceed. The other two landowners involved have paid their portion of the fees. Staff will provide Mr. Van Every with the Engineers Report and Drawings, as was provided to other landowners.

Staff have been working on updating the Water Department Procedures to start using the Local Improvement Process as laid out in the Municipal Act.

Financial Implications:

Loss of \$144.20 penalties and interest



MUNICIPALITY OF

West Elgin

Staff Report

Report To: West Elgin Council
From: Genevieve Scharback, CAO/Clerk
Date: March 22 2018
Report: 01-2018
Subject: Application for Water Service — Gray Line

Recommendations:

That West Elgin Council receives the report from G. Scharback, CAO/ Clerk re: Application for Water Service — Gray Line; and

That Council hereby directs the CAO/Clerk to proceed with obtaining an engineer's assessment and cost estimate to extend water service from 8997 Mistele Road to 23575 Gray Line.

Purpose:

To provide Council the Applications for Water Service and receive direction.

Background and Analysis:

An Application for Water Service to has been submitted by Robert Van Every for property located at 23575 Gray Line. Property owners Christian Ratajczak and Syn Wong of 23577 Gray Line and Eric and Kimberley Hart of 23573 Gray Line have submitted Applications for Water Service in support of Mr. Van Every's request, copies attached.

The next step in this process, upon Council direction, is to obtain a cost estimate from an engineer to extend the water service. When the cost estimate is received and brought to a future meeting Council may approve the project, and by this approval commit to being responsible for 25% of the overall capital costs.

I respectfully request Council's approval to proceed with obtaining a cost estimate for consideration.

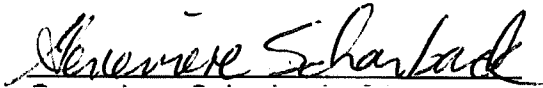
Related Documents:

Application for Water Service — Robert Van Every

Page 1 2

Application for Water Service — Christian Ratajczak and Syn Wong Application
for Water Service — Eric Hart and Kimberley Hart

Respectfully submitted,

A handwritten signature in black ink, reading "Genevieve Scharback". The signature is written in a cursive style with a horizontal line underneath the name.

Genevieve Scharback, CAO/Clerk

West Elgin Council
22413 Hoskins Line
Rodney, Ontario

March 13, 2018

Dear West Elgin Council,

We are 3 property owners on Gray Line who are all interested in access to municipal water.

- 23407 Gray Line — Robert Van Every
- 23573 Gray Line — Lot 1 - Christian Ratajczak (Lot 2 - Vinh Hoang and Cindy Wu)
- 23573 Gray Line — Kim & Eric Hart

The current water line ends at 8997 Mistele Road and is approximately 800m away from the furthest property being 23575 Gray Line, We are requesting an engineer's assessment and budget for the water line to be extended. Please find attached each of our signed applications for water service.

I, Robert Van Every, am personally interested in this moving as quickly as possible. I will be living full time there as of this summer and currently only have a shallow dug well with incredibly poor water quality.

Please let us know if you require anything further and thank you for your consideration.

Regards,



Rob

OF WEST ELGIN
Line, PO Box 490 2C0

CONCESSION: Concession 14 Aldborough, 295084 West Elgin

ROLL NO. : 000.040.19600.0000

TYPE OF PROPERTY

TO BE SERVICED: ~~FARM OR COMMERCIAL~~ RESIDENTIAL

(RESIDENTIAL,

FARM OR COM

SIGNATURE (S) :


(Name in Full) Robert Van Every

(Name in Full)

March 13, 2018.

16,

MUNICIPALITY .
22413 Hoskins

Rodney, ONNOL
Telephone - 519-785-0560
Fax - 519-785-0644.

APPLICATION FOR WATER SERVICE

DATE:

RETURN ONE COPY TO THE MUNICIPAL OFFICE ON OR BEFORE MARCH 2018 FOR THE
MARCH 22, 2018 COUNCIL MEETING.

OF WEST ELGIN
Line, PO Box 490 2C0

LNE: _____

Roll#: 34-34-000-040-19910-0000 & 34-34-000-040-19910-0000
we have this lot under name Vinh Hoang & Cindy Wu. Syn's father,
By signing this application, it binds you the landowner for the costs to proceed. my parents in law

OWNER (S): Christian Ratajczak, Syn Wong

ADDRESS: 23577 Gray line

LOT: 1 & 2 Roll # of lot 2 = 34-34-000-040-19920-0000

CONCESSION: 1/4 PT LOT 11

ROLL NO. • _____

TYPE OF PROPERTY TO BE SERVICED:
(RESIDENTIAL, FARM OR COMMERCIAL) Residential

SIGNATURE (S) : Christian Ratajczak
(Name in Full)
Syn Wong
(Name in Full)

March 11 2018

DATE:

RETURN ONE COPY TO THE MUNICIPAL OFFICE ON OR BEFORE MARCH 2018 FOR THE
MARCH 22, 2018 COUNCIL MEETING.

OF WEST ELIGN
Line, PO Box 490 2C0

16,

MUNICIPALITY
22413 Hoskins
Rodney, ON NOL
Telephone- **519-78**
Fax - 519-785-0644

APPLICATION FOR WATER SERVICE

LINE: 23573 GRAY LINE

Roll# :

By signing this application, it binds you the landowner for the costs to proceed.

OWNER : ERIC JAMES HART

mAu-4A-»c.r

ADDRESS:

KIMBERLEY CHRISTINE HART

17 TAMARACK PLACE

INGERSOLL ON. N5C 3Z3

LOT:

PART LOT 11

CONCESSION:

14

DATE:

RETURN ONE COPY TO THE MUNICIPAL OFFICE ON OR BEFORE MARCH 2018 FOR THE
MARCH 22, 2018 COUNCIL MEETING.

OF WEST ELGIN
Line, PO Box 490 2C0

ROLL NO. . _____

TYPE OF PROPERTY TO BE SERVICED:
(RESIDENTIAL, FARM OR COMMERCIAL) RESIDENTIAL

1 : Eric J. Hart
(Name in Full)

Don Hart
(Name in Full)

March 12/2018

SIGNATURE (S)

16,

DATE:

RETURN ONE COPY TO THE MUNICIPAL OFFICE ON OR BEFORE MARCH 2018 FOR THE
MARCH 22, 2018 COUNCIL MEETING.



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2021-10-28
Report: 2021-21
Subject: Monthly Report – September 2021

Recommendation:

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

Purpose:

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

Background:

Emergency Responses

Fire	1	Structure - garage
Public Hazard	3	Natural gas line, unknown odour.
MVC	2	One on Hwy 401
<i>TOTAL</i>	6	

Training & Meetings

Training topics included hose testing, apparatus placement and power tool operation.

Three members attended NFPA 1072 Hazmat Operations in Oxford County.

Four members attended the DZ driver's license course in Malahide.

Fire Prevention

New smoke alarm advertisement on the West Elgin Community Centre Zamboni in partnership with the Dutton-Dunwich Fire Department.

Two fire inspections were performed - one request, one follow up.

West Elgin was selected as one of the fire departments across Ontario to receive free combination smoke/carbon monoxide alarms for distribution to residents within the community. Enbridge Gas Inc generously provides the alarms through their Safe Community Project Zero. Alarms to be distributed over the next few months, with an accompanying news release.

Other Activities/Information

Two recruits were brought off waiting list and are attending WEFD training. Fall recruitment for probationary firefighters planned.

Planned change to apparatus numbers, to minimize duplications across Elgin County.

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Monthly Activity Report - September 2021 - 2021-21-Fire.docx
Attachments:	
Final Approval Date:	Oct 26, 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: 2021-04-22
Subject: Appoint Engineer for Drainage Works – DK Andrews Drain

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Appoint Drainage Engineer for Drainage Works- DK Andrews Drain; and

That West Elgin Council hereby appoints Spriet & Associates Engineers to prepare a report for the major improvement of the DK Andrews Municipal Drain;

Purpose:

To provide Council with the request for drainage works filed by Brian McGill to improve or alter the drainage works and to cover all or part of the drainage works.

Background:

Property owner Brian McGill has filled out a Section 78 Major Improvement Request under Section 78 of the *Drainage Act* and was filed with the Municipality of West Elgin on September 1, 2021.

Improvement work was completed on this drain by Dutton Dunwich a few years ago and this has resulted in a mismatch of tile sizes causing issues for the farmer. Land owners from Dutton Dunwich will be assessed on this drain as well as land owners in West Elgin.

Policies/Legislation:

Drainage Act

Related Documents:

Notice of Request for Drainage Improvement – DK Andrews Drain
Location Map

**Notice of Request for Drain
Major Improvement
Drainage Act, R.S.O.
1990, c. D.17, subs. 78 (1.1)**

To: The Council of the Corporation of the Municipality of West Elgin

Re: D.K Andrews Drain

(Name of Drain)

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I, as owner of land affected, request that the above mentioned drain be improved.

The Major Improvement Project work being requested is (check all appropriate boxes):

- ☐ Changing the course of the drainage works;
- ☐ Making a new outlet for the whole or any part of the drainage works;
- ☐ Constructing a tile drain under the bed of the whole or any part of the drainage works;
- ☐ Constructing, reconstructing or extending bridges or culverts;
- ☐ Extending the drainage works to an outlet;
- ☒ Improving or altering the drainage works if the drainage works is located on more than one property;
- ☒ Covering all or part of the drainage works;
- ☐ Consolidating two or more drainage works; and/or
- ☐ Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

Provide a more specific description of the proposed drain major improvement you are requesting:

Tile size needs to be increased as upstream tiles are larger as a result of 1997 re-construction on the Dutton Dunwich side and the older smaller tiles downstream have now resulted in a restriction of the water flow

Property Owners

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description

Con. 3, Pt Lots 1 & 2

Ward or Geographic Township

Aldborough

Parcel Roll Number

070-04900

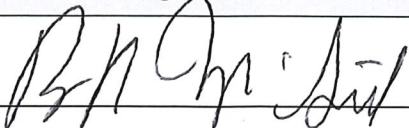
If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner of the property may request a drain improvement.

Ownership

Sole Ownership

If you need to provide additional information, please attach along with this form.

Sole Ownership

Owner Name (Last, First Name) (Type/Print)	Signature	Date (yyyy/mm/dd)
McGill, Brian		2021/09/01

Enter the mailing address and primary contact information of property owner below:

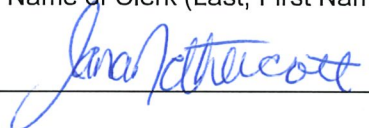
Last Name McGill	First Name Brian	Middle Initial
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Mailing Address

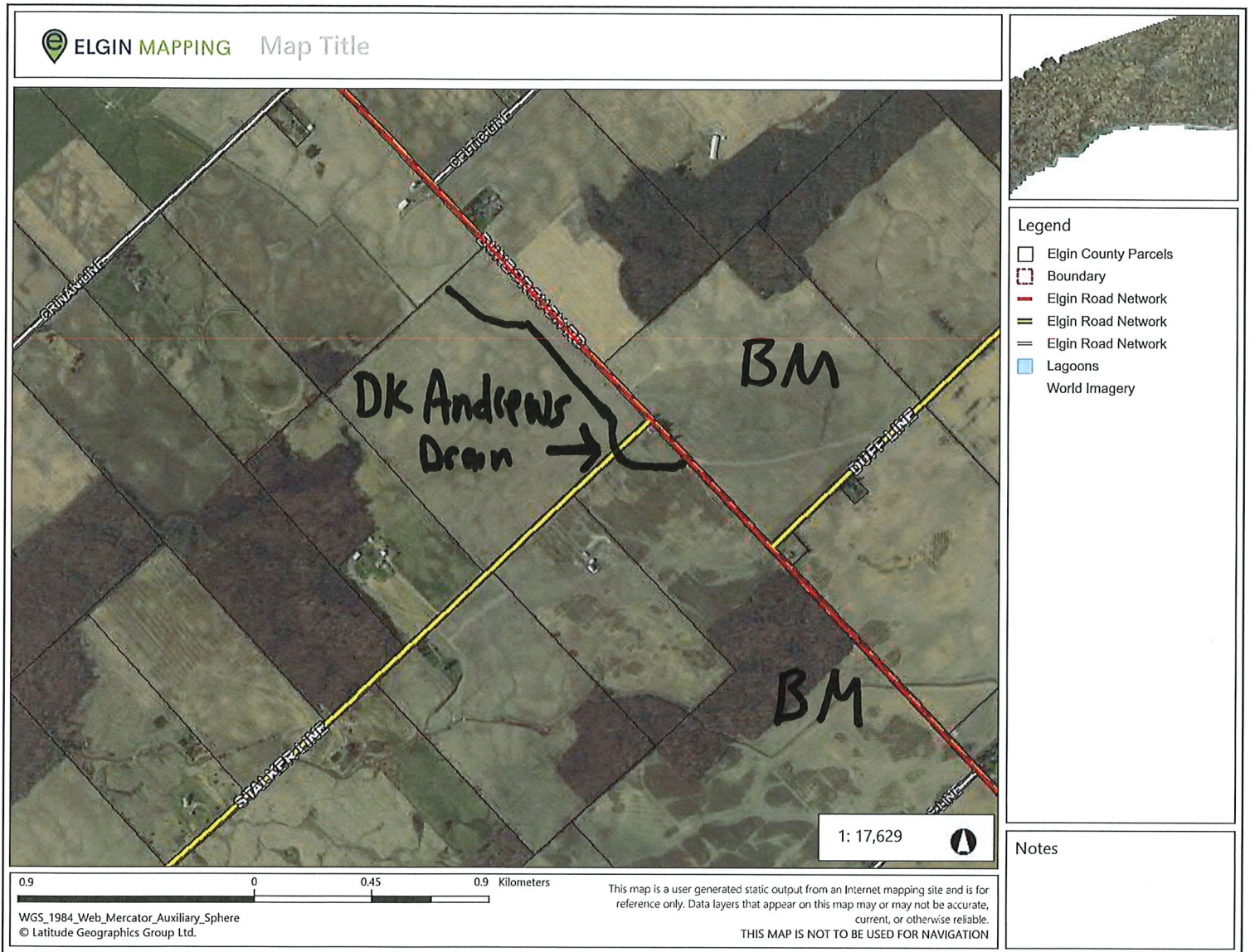
Unit Number	Street/Road Number 26644	Street/Road Name Argyle Line	PO Box
City/Town West Lorne	Province ON	Postal Code N0L 2P0	
Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)	

To be completed by recipient municipality:

Notice filed this 1st _____ day of September 20 21

Name of Clerk (Last, First Name) 	Signature of Clerk Nethercott, Jana
--	--

D.k. Andrews Drain



BM - Denotes land affected by
petitioner Brian McGill



Staff Report

Report To: Council Meeting
From: Bryan Pearce, Planner
Date: 2021-10-28
Subject: Consent Application E86-21 – Comments to County of Elgin (Planning Report 2021-31)

Recommendation:

That West Elgin Council hereby receives the report from Bryan Pearce regarding the consent application, File E86-21 – Comments to County of Elgin (Planning Report 2021-31);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E86-21, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

And further that West Elgin Council directs Administration to provide this report as Municipal comments to the County of Elgin.

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 Application E67-21, as Elgin County is the planning approval authority for severances.

The purpose of the application is to facilitate the lot creation within the settlement area of West Lorne.

Background:

Below is background information from the application, in a summary chart:

Application	E86-21
Owner	Orford Sand & Gravel Limited
Applicant	Lee Greenwood and Marcus Pope, Canadian Commercial Inc.
Legal Description	Part Lots 17 and 18, Concession 8; Parts 3, 6, 7 and 9, RP 11R-9329
Civic Address	To be assigned, at time of development
Entrance Access	Munroe Street

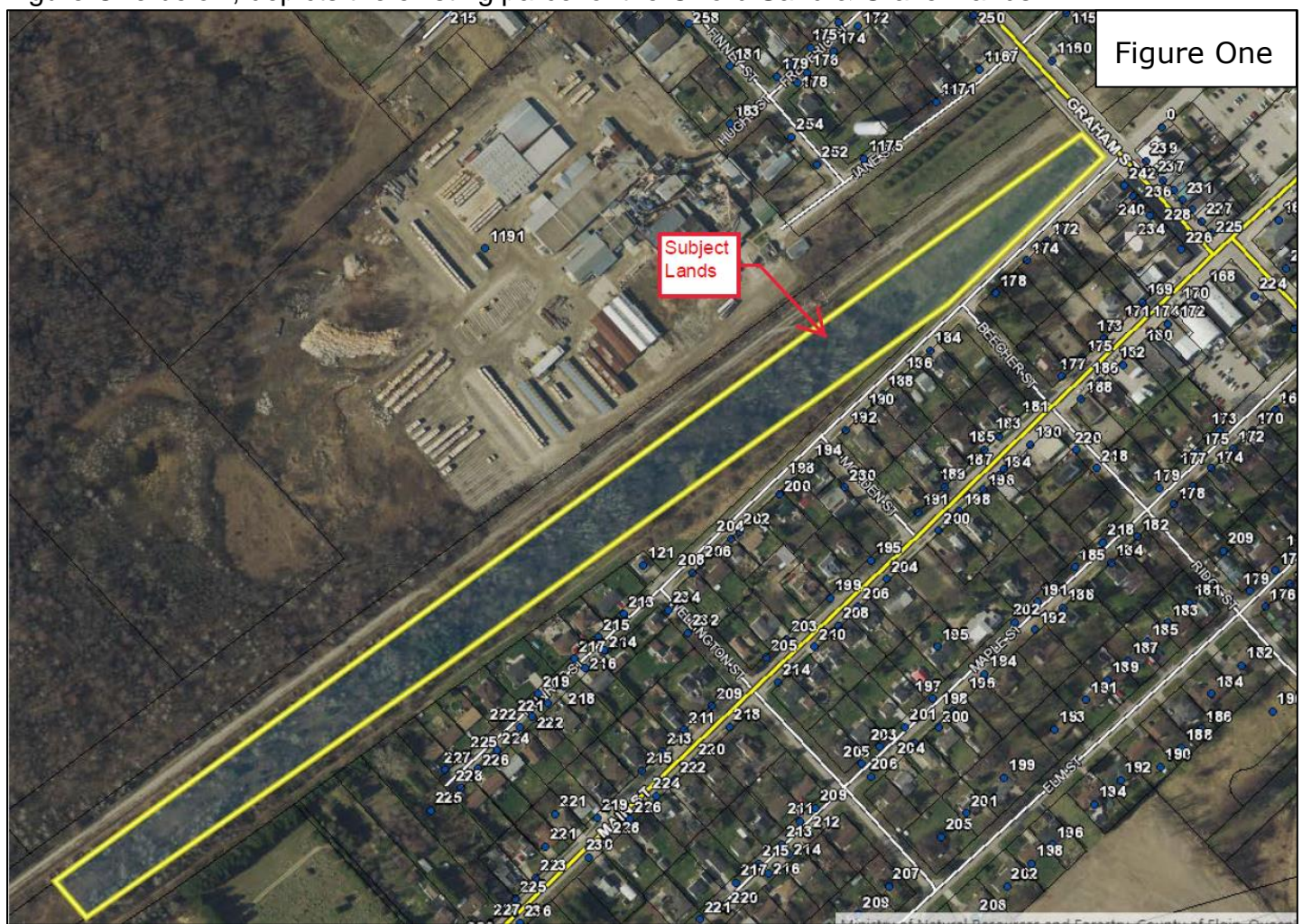
Water Supply	Publicly owned and operated piped water system
Sewage Supply	Publicly owned and operated sanitary sewage system
Existing Land Area	3.50 ha (8.64 ac)

Below is the detailed dimensions and land areas of the application, in a chart:

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E86-21	24.46 m (80.25 ft)	103.07 m (338.16 ft)	0.32 ha (0.78 ac)	52 m (70.60 ft)	36.79 m (120.7 ft)	3.18 ha (7.86 ac)

The Public Hearing is scheduled for November 24, 2021 at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the existing parcel of the Orford Sand & Gravel Lands.



The severed and retained parcels for E86-21 are shown in a Municipal-generated sketch, is attached to this report as Appendix One for reference purposes.

Financial Implications:

None. Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended time to time.

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 the 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:

Lot creation is permitted within the Settlement Areas in accordance with Section 1.1 of the PPS.

The proposal appears to be consistent with the PPS.

CEOP:

The subject lands are designated Tier I Settlement Areas on Schedule 'A' Land Use in the CEOP, wherein detailed land use designations are provided within the OP.

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 will be fully serviced, will not affect drainage patterns in the area, and entrance access to the lands can be obtained through Munroe Street.

Therefore, this proposal appears to conform to the CEOP.

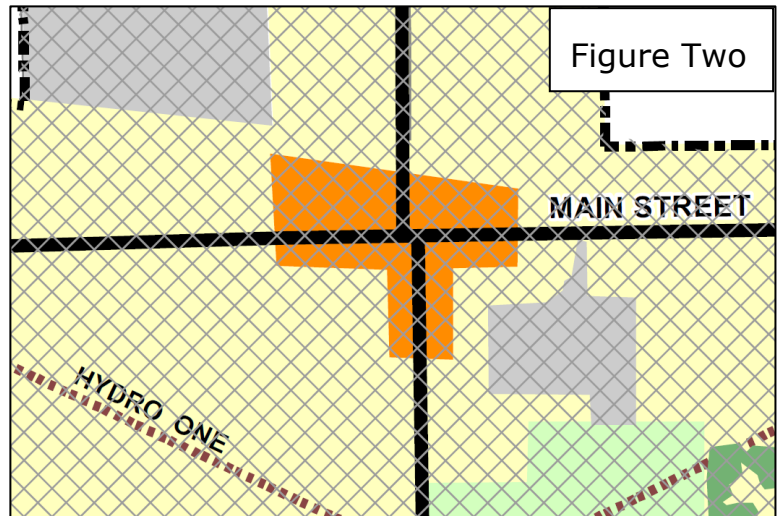
OP:

The subject lands are designated as Downtown Core, as shown on Village of West Lorne Land Use and Transportation Plan Schedule 'D' of the OP, as shown on Figure Two, with the orange colour being the Downtown Core designation.

The Downtown Core permits a wide range of commercial uses, including retail stores, restaurants, specialty shops, financial institutions, business and professional offices, as well as secondary uses.

Lot creation polices under Section 10.4.1 of the OP, allows for severance (consent) applications to be the method utilized since no infrastructure is warranted with this proposed development and is in compliance with the criteria of Section 51(24) of the *Planning Act*.

Therefore, this proposal appears to conform to the OP.



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

The subject lands are zoned Open Space (OS) and Public Utility (U) on Schedule C, Maps 1 and 2 of the ZBL, as depicted in Figure Three to the right.

The proposed new lot would be within the Public Utility (U) Zone at the eastern portion of the subject lands; and would comply to the zoning provisions, therefore a condition of consent is not required for rezoning.

It is noted that the Proponent's intent is to rezone the proposed new lot, to allow for village



downtown core uses; and proceed with site plan application at the time of development, after the lot is created.

Therefore, it would appear that the proposal would comply with the ZBL.

Interdepartmental Comments:

The consent application was circulated to municipal staff for comment, with no comments received.

Summary:

Therefore, it is Planning Staff's opinion that the proposed lot creation consent, would appear to be consistent with the PPS, conforms to the CEOP and conforms to the OP, complies with the ZBL (subject to relief); and that Council recommends to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

The County of Elgin, as the Planning Approval Authority, will have to review the application accordingly against the planning documents (PPS, CEOP, OP and ZBL) and obtain comments from the other agencies and members of the public through the public consultation process, as part of their decision-making on the planning application.

Respectfully Submitted,

Bryan Pearce, HBA, CPT, MCIP, RPP
Planner
Municipality of West Elgin

Report Approval Details

Document Title:	Consent Application E86-21 - Comments to Elgin County - 2021-31-Planning.docx
Attachments:	<ul style="list-style-type: none">- Planning Report 2021-31 - Appendix One - Consent Sketches E86-21.pdf- Planning Report 2021-31 - Appendix Two - West Elgin Conditions E86-21.pdf
Final Approval Date:	Oct 26, 2021

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

Jana Nethercott

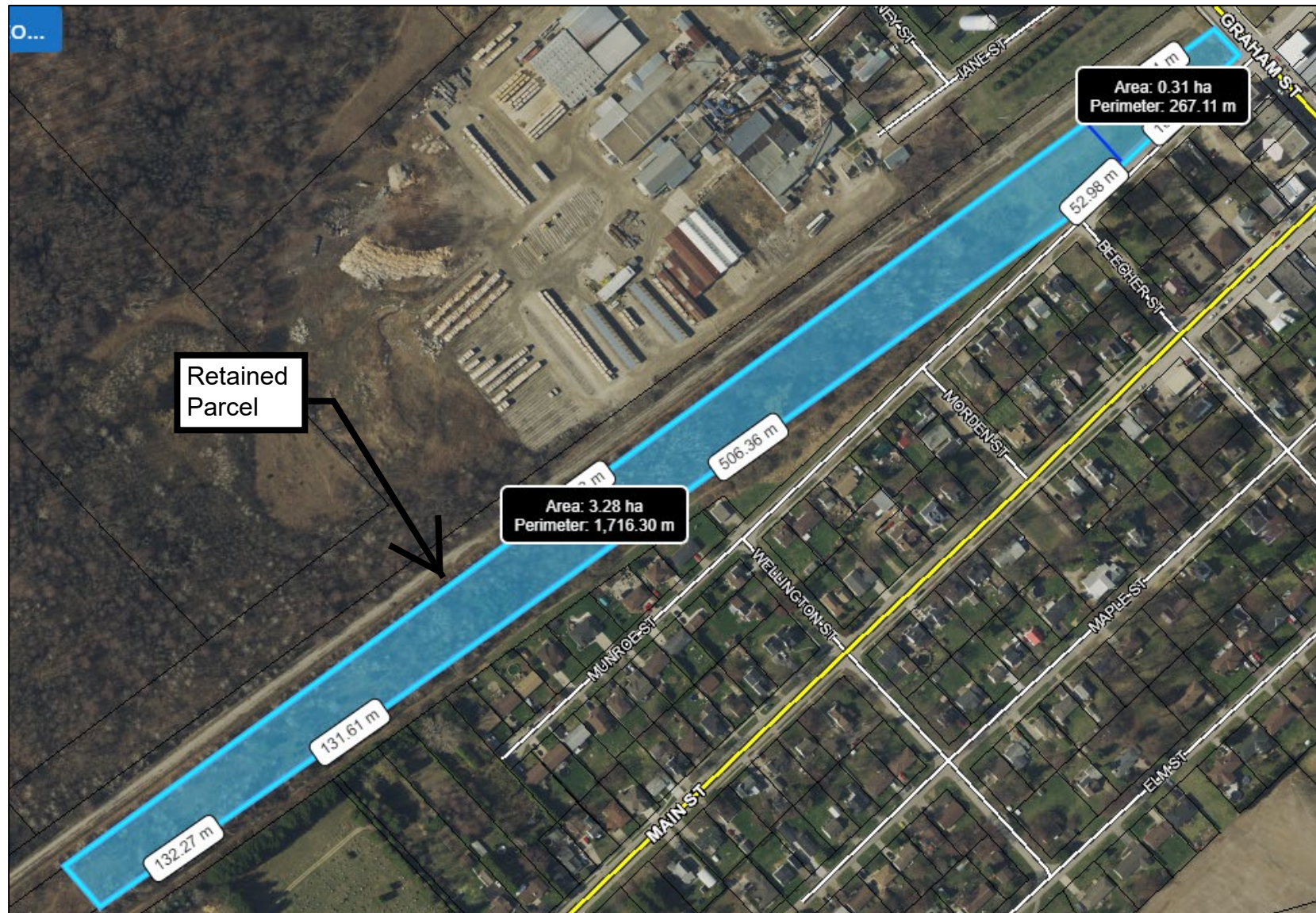
Planning Report 2021-31: Appendix One

Consent Sketches

E86-21: Proposed Severed Parcel Sketch



E86-21: Proposed Retained Parcel Sketch



Planning Report 2021-31: Appendix Two

Consent Application E86-21 – West Elgin Conditions

Consent Application E86-21 Conditions:

1. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
2. 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.
3. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed for the severed parcel once the transaction has occurred to the Municipality.
4. 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.
5. That prior the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.
6. 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*.



Staff Report

Report To: Council Meeting

From: Jana Nethercott, Clerk

Date: 2021-10-28

Subject: Delegation Request – Dutton Dunwich/West Elgin Housing Stability Task Force

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Delegation Request from Dutton Dunwich/West Elgin Housing Stability Task Force for information purposes.

Purpose:

The purpose of this report is to provide information to Council on a request from the Dutton Dunwich/West Elgin Housing Stability Task Force to have a second delegation this year regarding a temporary homelessness shelter in West Lorne and to receive Council's direction on this group presenting again.

Background:

At the August 19, 2021 Council meeting Mr. Kelsey McConnell presented information to West Elgin Council about a proposed temporary shelter in West Lorne for area homeless persons. West Elgin Council requested information from this group that was not able to be provided at the meeting and no formal resolution was made with regards to this group.

The Clerk received a request from Mr. McConnell to return to Council as a delegation in September and stated that the group would need to provide the requested information to Council prior to returning and suggestions on what else to provide to Council, the information requested was:

- “Short and Long-Term Funding Plan and Business Plan
- Public education and local stakeholder consultations need to take place prior to coming back to Council
- Proof that any trailer meets or a plan on how to ensure it meets Building Code and Fire Code
- Information on location zoning and if rezoning can actually take place – this would come from the group having a pre-consult meeting with the planner prior to filing an actual rezoning application
- Plans for what the bed users would do during the hours that the trailer is not available and define what short term means and a plan on what happens to the residents when they reach that threshold

I am going to suggest that you produce a full plan which includes the funding information, mockup of the trailer, operational plan, and an opening plan and timeline and I do believe Council will want to see this in writing so that they have something tangible to look at and read through prior to the meeting.”

The attached document is what has been provided, along with a request to for another delegation.

The West Elgin Procedural By-law, does permit a second delegation on the same subject matter under Section 6.10:

- 6.10. Any person/organization shall be limited to two (2) delegations in a calendar year on the same subject matter.

Council however also has the right to refuse a delegation under Section 6.9:

- 6.9. Council may refuse to hear delegations when, in the opinion of Council, the subject of the presentation is beyond the jurisdiction of the Municipality.

Financial Implications:

N/A

Policies/Legislation:

West Elgin Procedural By-law 2018-43, as amended.

Shelter Plan

Funding

Short term and long term funding will come from the city of St Thomas and as well as donations if need be, we are only renting the trailer and porta-john for what looks like 4-5 months. so based on previous quotes; The trailer will be \$1750 up front and \$900 recurring every 28 days. The porta john will be \$1565.05 up front and \$995.00 recurring every 28 days. Other expenses, which will include food and also making the trailer Fire and Building code approved are unknown at this time.

Public and stakeholder education

This is a ongoing effort but in order to expedite the process I'm coming back to council for further questions to help get this done faster.

Fire and Building Code expectation

I have talked with the building inspector and am aware of what is needed to be done to be within compliance. That being, a proper footing for the trailer for building code. And 2 fire extinguishers at both exits as well as a hard wired fire alarm and C.O. detector. Both will be done to meet code.

Plans for bed users through the day

This question was answered in the previous meeting.

When it comes the plan of the shelter itself, as stated before:

- This shelter is a pilot project and will be used to gauge the need for a shelter within the area.
- The shelter will have 4-6 beds(separation due to covid and privacy will be maintained)
- Snacks and water will be provided.
- It is a **TEMPORARY** thing, we just want to run this to make sure that people are safe and warm during the cold winter months
- Housing Stability is a real concern within the 2 municipalities and this shelter will help those within those communities by providing a place to sleep if the need arises
- We are unaware of the actual amount of usage this shelter will get. We could set this up and no one could use it (that says to me everyone has a warm place to sleep) or it could be heavily used which shows the need for a more permanent structure and more resources to help those in need.
- The shelter will run from 7pm to 7am everyday and will be a "on-call" shelter

October 12, 2021

In This Issue

- [Council Observes Moment of Silence for Bud Marr](#)
- [Elgin Middlesex Regional Fire School Update](#)
- [Elgin St. Thomas Response to COVID-19 Survey](#)
- [Have Your Say on Elgin's Engagement Site](#)

Contact Us

519-631-1460
kthompson@elgin.ca
www.elgincounty.ca

Council Observes Moment of Silence for Bud Marr

Elgin County Council observed a moment of silence to mark the passing of former Warden Bud Marr. He served on County Council for 8 years from 1981 to 1988 as both Deputy Reeve and Reeve of the Township of Southwold and was Elgin County Warden in 1983 and 1984.



This photograph was published in the Rodney Mercury on December 22, 1983, with the caption: "Southwold Deputy-Reeve Bud Marr received Elgin's wardenship for a second time unchallenged last Wednesday. Former Warden Larry Shaw had the honour of placing the "chain" of office around the warden's neck in the ceremony which followed the "election." Mr. Shaw was the former Reeve of Yarmouth." Photograph is from the Harley Lashbrook Collection.



Photograph showing Elgin County Library summer project students Anne Williams and Susan Storms, with Elgin County Warden Bud Marr, 1984. Photograph is from the Elgin County Library Collection.



The Programme Committee for the Olympic Torch Relay held for the 1988 Calgary Winter Games in December 1987. From left to right: Bud Marr, Hugh Orchard, Jean Palmer, Melba Marr, and Len Lynch. Photograph is from the Shedden Women's Institute Tweedsmuir History, Volume 2, Book 2.

Elgin-Middlesex Regional Fire School Update

Elgin County has to-date executed a Fire Training Officer Cost Sharing Agreement with six (6) of Elgin's Local Municipal Partners (LMPs) for the delivery of Fire Training Services including, but not limited to, development, coordination, and delivery of all mandatory National Fire Protection Association (NFPA) / Provincial training.

In May, after the closure of the Ontario Fire College in Gravenhurst, The County of Elgin was designated as a Regional Fire Training Centre by the provincial government. The main focus is the training of Elgin firefighters but courses are open to neighbouring municipalities including Middlesex County.

Year-to-date, the Elgin-Middlesex Regional Fire School has offered five (5) NFPA compliant courses and certification exams with an additional five (5) scheduled for the balance of 2021. A full slate of courses are planned for 2021. The School operates on a cost recovery basis for fire departments within Elgin County and significant savings have been realized since its inception.

More details about courses offered and costs associated can be found in the October 12, 2021 Elgin County Council Agenda Package.

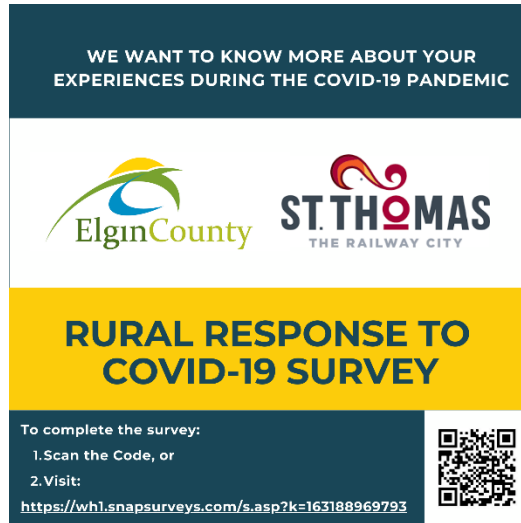
Elgin-St. Thomas Response to COVID-19 Survey

The County of Elgin is working with the City of St. Thomas, Southwestern Public Health and the University of Guelph to study how the pandemic has changed life for residents, including their health, well-being, social life, finances and day-to-day living.

This information will be collected through a 20-minute Elgin St. Thomas Response to COVID-19 Survey, which is available online now until October 29, 2021 at <https://wh1.snapsurveys.com/s.asp?k=163188969793>. Paper copies with prepaid return postage have also been mailed to Elgin County and St. Thomas households.

The study is part of a University of Guelph research project on how the COVID-19 pandemic has impacted rural and small urban communities across Ontario. Elgin County and St. Thomas municipal and community partners will receive study results and data for use in program planning and COVID-19 recovery initiatives, particularly those that relate to housing,

mental health and addictions support, and income and food security.



Have Your Say on Elgin's Engagement Site

Visit Elgin County's engagement site www.engageelgin.ca to provide valuable feedback on a number of ongoing projects including the Transportation Master Plan and the Official Plan Review.

Elgin is currently [seeking feedback](#) regarding driver, pedestrian and cyclist experiences with roundabout intersections through the Transportation Master Plan.

The County is also seeking feedback regarding the draft Elgin Natural Heritage Systems Study and Source Water Protection. A discussion paper on this topic, related attachments and an interactive map are available [here](#).

The complete October 12, 2021 County Council Agenda package can be found [here](#).

October 8, 2021

To Whom it May Concern:

Please be advised that the Council of The Corporation of the Municipality of Leamington, at its meeting held Tuesday, September 14, 2021 enacted the following resolution:

No. C-279-21

WHEREAS residents and staff at long-term care (LTC) homes have been disproportionately affected by COVID-19; and

WHEREAS in the first wave of the pandemic (March - July 2020) there were approximately 5,488 resident cases and 2,290 staff cases in Ontario and tragically 1,817 residents and seven staff lost their lives to this disease; and

WHEREAS on 15 April 2020, Premier Ford stated, “we will stop at nothing to protect those who cannot protect themselves. Today we are launching an all-out plan to fight COVID-19 in our long-term care homes. We will fortify the iron ring of protection around our long-term care residents and those who care for them. We’ll go further in our testing, screening, surveillance, targeting the homes facing outbreaks”; and

WHEREAS there have been approximately 9,417 resident cases and 4,217 staff cases in Ontario in the second wave (2 September 2020-16 February 2021) and 1,869 residents and three staff lost their lives, representing an increase of resident deaths from the first to second wave; and

WHEREAS for-profit LTC homes have seen a disproportionate incidence of care failing to meet the standard of the Long-Term Care Act, which states that “...a long-term care home is primarily the home of its residents and is to be operated so that it is a place where they may live with dignity and in security, safety and comfort and have their physical, psychological, social, spiritual and cultural needs adequately met”; and

WHEREAS the Canadian Armed Forces (CAF) report dated 20 May 2020 revealed conditions including inadequate staffing levels and training, limited medical supplies, unsafe medication administration, insufficient procedures to reduce the spread of

COVID-19, poor infection prevention and control standards of practice, deficiencies in infrastructure and significant concerns about standards of care including seniors calling out for help, rotting food, missed meals, seniors left in soiled diapers and linens and cockroach and bug infestations; and

WHEREAS similar conditions were found in the second wave, including ongoing shortages of qualified, trained staff, ineffective use of PPE to prevent COVID-19 transmission, violation of protocols and practices including one instance in which residents who had tested positive for COVID-19 had their door handles removed, physical distancing and isolation challenges from continuing to house several residents in ward rooms with a shared bathroom and ongoing infection prevention and control standard concerns, all problems that were not fixed after the recommendations of the CAF;

WHEREAS the Provincial Government has launched an independent commission to investigate COVID-19 spread within LTC homes, how residents, staff and families were impacted and the adequacy of measures taken by the province and other parties to prevent, isolate and contain the spread; and

WHEREAS the Association of Municipalities of Ontario (AMO) has provided a Board-approved submission, Improving the Long-Term Care Outbreak Response in Ontario: Submission to the Long-Term Care COVID-19 Commission, on 29 January 2021, outlining recommendations to the Commission on behalf of the municipal governments that operate 100 of the 626 long-term care homes in Ontario; and

WHEREAS AMO's submission puts forward 48 recommendations for action in both public and private long-term care homes across nine themes: Vision for Long-Term Care and Leadership Culture, Public Health and Safety, Planning and Communications, Staffing Measures, Care for Residents, Funding, Inspections - Enforcement and Compliance, and Mental Health and Well-Being; and

WHEREAS one of the key recommendations of the AMO submission is that the Ministry of Long-Term Care and Ministry of Health review the adequacy of infection prevention and control programs under the Long-Term Care Homes Act, 2007 in preventing and managing COVID-19 outbreaks, and to institute higher standards with increased funding to homes to implement these standards; and

WHEREAS the Canada Health Act's aim is to protect, promote and restore the physical and mental well-being of residents of Canada, and that the Federal Government provides health care funding to Provinces and Territories through the Canada Health Transfer; and

WHEREAS the Federal Government does not currently provide funding earmarked to support the LTC home sector, and;

WHEREAS the Federation of Canadian Municipalities (FCM) works with and advocates to the Federal Government to secure new tools and empower municipalities to build stronger communities; and

WHEREAS the operation of LTC homes is a municipal responsibility in Ontario but is of significance to the federal-municipal relationship.

NOW THEREFORE BE IT RESOLVED:

THAT Leamington Municipal Council endorses AMO's recommendations contained in its submission to the Long-Term Care COVID-19 Commission;

THAT Leamington Municipal Council strongly urges the Provincial Government to move forward with implementation of these recommendations, including instituting higher standards with increased funding to homes to implement those standards;

THAT Leamington Municipal Council advocate to the Federal Government to enhance federal health care funding to the Provinces and Territories, specifically dedicating funding to long- term care, and to undertake further efforts to protect, promote and restore the physical and mental well-being of long-term care residents in Canada;

THAT Leamington Municipal Council request the FCM to develop a policy and advocacy position on enhanced federal support for long-term care;

THAT this resolution be sent to the Prime Minister of Canada, the Premier of Ontario, the Federal and Provincial Ministers of Health, and FCM for their immediate action and that a copy be sent to AMO, and Windsor-Essex Members of Parliament and Provincial Parliament for their information;

AND that a copy of this resolution be sent to all Ontario upper-tier and single-tier municipalities for their endorsement.

Carried

Dated today, the 8th day of October, 2021.

Brenda Percy

Signed with ConsignO Cloud (2021/10/12)
Verify with verifio.com or Adobe Reader.



Brenda Percy, Clerk

The Corporation of the Municipality of Leamington

From: [OPP News Portal](#)
Subject: OPP BUILDS FIRST MEMORIAL IN CANADA DEDICATED TO OFFICERS WHO HAVE DIED BY SUICIDE
Date: October 15, 2021 10:16:16 AM
Attachments: [20211015_120508_5312.pdf](#)

FROM: Healthy Workplace Team

DATE: October 15, 2021

OPP BUILDS FIRST MEMORIAL IN CANADA DEDICATED TO OFFICERS WHO HAVE DIED BY SUICIDE

(ORILLIA, ON) - The Ontario Provincial Police (OPP) has completed construction of its new suicide memorial, located outside at the OPP General Headquarters (GHQ) in Orillia. The memorial is open to the public and can be accessed from the main parking lot at the front of GHQ.

With this memorial, the OPP is honouring the lives of its officers who have died by suicide. The memorial recognizes that, while these officers did not die in the line of duty, the difficulties they experienced leading to their deaths are often related to their duty as law enforcement members. This is recognized by the term "because of duty death," originally coined by Canada Beyond the Blue president, Dilnaz Garda.

With the memorial located outside, anyone can visit and do so quietly and with privacy. The memorial's location also stands as a reminder to all, of the organization's commitment to breaking down the barriers that prevent those struggling with their mental health from accessing the care and services they need to recover.

In addition to the outdoor memorial, the OPP will recognize its members who have died by suicide with a wall of engraved plaques displayed indoors at GHQ. Family, friends and colleagues can submit names to be added to the memorial wall. Upon receipt of a submission from someone other than a direct family member, best efforts will be made to follow-up with families through the submitter to ensure that the name being added will not cause hardship to any surviving family.

Historically, the OPP has not tracked suicide deaths and there is a limited record of how many OPP members have been lost to suicide since 1909. As well, some families, for their own reasons, may not want their family member's name included on the memorial wall. This memorial will not be a complete list of all OPP members who have died by suicide and a name not appearing on the memorial does not minimize the loss of a member in any way.

These memorials are about OPP members who have lost their lives to suicide, and the acknowledgement of, and healing for, their families and friends.

"After speaking with families of officers who had died by suicide, it was evident that we needed a way to recognize and remember the significant contribution these officers made to our communities and our province. This memorial is a testament to our members' dedication to duty each and every day. It's a testament to those who tragically died by suicide, but served our organization, our communities and our province with pride, professionalism and honour." - OPP Commissioner Thomas Carrique

"Police personnel are among the professionals most likely to be exposed to occupational stress situations, all while protecting our communities. They often put themselves in harm's

way and experience incidents that most of us will never have to face. This memorial honours the members whose lives have been tragically lost and serves as a reminder of the importance of maintaining our mental health the same way we maintain our physical health. Our government has made mental health a priority, and we will continue providing our heroes in blue with the mental health and well-being supports they need to recover from trauma and distress." - Solicitor General Sylvia Jones

"Over the past few years, I've had the honour of meeting many dedicated women and men that put on a uniform to serve and protect the people of Ontario. We know that work-related complex trauma and PTSD affect our first responders every day, and we're constantly reminded of the difficulty of wearing a uniform when going to work. This new memorial - the first of its kind in Canada - will be a much-needed and safe place for colleagues, friends and family to remember their loved ones. Our government stands shoulder-to-shoulder with our dedicated policing heroes, and we will always ensure that we prioritize their health and well-being." - Associate Minister of Mental Health and Addictions Michael Tibollo

To submit a name for the suicide memorial wall, please download and complete the attached submission form. For more information about the OPP Suicide Memorial or the submission process, please call 1-844-677-9409 or email OPPHealth@opp.ca.

To read the OPP article and view the video commemoration of the planning and construction of the new outdoor memorial, visit opp.ca/news.

-30-

Media Contact: Bill Dickson

Provincial Media Relations Coordinator

Phone: 613-285-2752

A new media release has been made by the OPP for Brant County, Grey Bruce (Wiarton), Chatham-Kent, Elgin County, Essex County, Grey County (Chatsworth), Haldimand County, Huron County, Lambton County, Middlesex County, Norfolk County, Oxford County, Perth County, South Bruce, Wellington County. The release content is below. If you wish to unsubscribe from these alerts, log into the [OPP News Release Portal](#) and select "Manage Account".



Memorial for Members Lost to Suicide

ONTARIO PROVINCIAL POLICE

Submit via Email

The Ontario Provincial Police Suicide Memorial has been established to recognize and remember our members who have died by suicide. It stands as an important symbol to all members to commit to the health and well-being of themselves and one another and to support surviving families.

Ontario Provincial Police Suicide Memorial:

Means the memorial on which the names of members of the OPP who have died by suicide are inscribed.

OPP Member:

Means any police officer, special constable, civilian member or auxiliary member of the Ontario Provincial Police, active or retired.

Submission Process:

A member's name shall be added to the memorial upon submission being received on behalf of the member, a review of the submission and approval by the Commissioner.

Procedure:

Where an OPP member has died by suicide, any person may submit to have the name of the deceased inscribed on the OPP Suicide Memorial. The submission shall contain as much of the requested information as possible, as well as complete contact information for follow-up if required. The submission will be reviewed and, based on the established criteria and any other pertinent considerations, a determination as to whether or not the deceased member's name will be inscribed on the Memorial will be made and approved by the Commissioner.

Guidelines for submission will be:

- 1. Individual being submitted was an OPP member who died by suicide.**
- 2. Additional articulation for inclusion may be required in unique circumstances.**

An option for the submission:

Please include if you would like this member to have a tribute stone at the Wounded Warriors Park of Reflection in Whitby, Ontario.

Exclusion:

If a name does not appear on the memorial, it is not because the OPP does not recognize or value that members' contribution to the Province of Ontario. The names that appear on the memorial are by request only. This memorial is not a complete list of all OPP members who have died by suicide and a name not appearing on the memorial does not minimize the loss of a member in any way.

Memorial for Members Lost to Suicide

ONTARIO PROVINCIAL POLICE

TIP: When completing this form, save it to your computer and use the saved copy to complete & send.

Please see the above protocol or call 844-677-9409 for assistance in completing this form.

Completed submission forms can be submitted by email using the link at the top of Page 1.

DECEASED MEMBER INFORMATION

Deceased Member's Full Name:

Deceased Member's Badge or ID Number:**Deceased Member's Rank/Title:****Deceased Member's Date of Hire:****Deceased Member's Date of Birth:****Deceased Member's Date of Death:**

Deceased Member's Work Location at Date of Death or Retirement/Departure from OPP:

Exact Name to be Recorded on the Memorial:

APPLICANT INFORMATION

Name of Applicant:

Applicant Relation to Member:**Applicant Mailing Address:**

Applicant Phone Numbers: **H:** **W:** **C:**

Applicant E-mail:



Memorial for Members Lost to Suicide

ONTARIO PROVINCIAL POLICE

Would you like a tribute stone at the *Wounded Warriors* Park of Reflection in the deceased's name?
The OPP will cover the 500.00 cost of the stone if you choose "Yes".

Learn more about the Wounded Warriors Park of Relection and tribute stones [HERE](#)

☐ Yes☐ No

If yes, please indicate the exact inscription below.

WOUNDED WARRIORS TRIBUTE STONE ENGRAVING

NOTE: All text will be centered on the stone. Each line is limited to 20 characters.

Crest (OPP Flash/OPP Hatbadge/other):

Line 1:

Line 2:

Line 3:

Line 4:



OPP Flash



OPP Hatbadge

Special Request:

Canada Beyond the Blue also has a **Heroes in Life** memorial being constructed at Queen's Park.

There is no cost for this memorial and you can have your loved one's name added by using the

Honour Roll tab available at: <https://www.heroesinlife.com/>

To whom it may concern,

The West Lorne Optimist Club is submitting a formal request for road closure for the annual Santa Claus Parade on Friday November 26th commencing at 7:30 pm.

The intersection we would require blocked off is Graham Rd and Main St in the town of West Lorne.

The route of the parade will begin at Gilbert St and Graham Rd and head south on Graham through the intersection of Main St and conclude at West Elgin Secondary School.

We would also request to have barricades put up no later than 6pm on the west side of Graham at Frederic St, Anne St, and Gilbert St.

Thank you,

West Lorne Optimist Parade Committee

From: [West Elgin Legion](#)
To: [Jana Nethercott](#); [Lee Gosnell](#)
Subject: ROYAL CANADIAN LEGION REMEMBRANCE DAY SERVICES
Date: October 26, 2021 8:58:37 AM

To: Jana Nethercott, Municipal Clerk
Lee Gosnell, Municipal Roads Department

With the release of some of the Covid-19 restrictions, the Royal Canadian Legion can now host an outdoor Remembrance Day service.

This year, the RCL Branch 221 West Elgin will be host to both Rodney (on Sunday, November 7th in front of the Rodney Library) and West Lorne (on Thursday, November 11th at the Cenotaph in front of the West Elgin Arena).

Our RCL Poppy Committee will require the road in both Villages to be closed for a portion of the time for the safety of the members and citizens attending. Approx. 3/4 of an hour to one hour at most starting at 10:30am.

We will also require some chairs, a podium (if you have one) and a sound system at the service held in West Lorne. It would be much appreciated if we could have the gate on the north side of the arena open so that we can park our truck that contains the wreaths in that location. The flags at the Cenotaph should be lowered to half-staff for the duration of the day.

It would also be a great honour to have members of our local fire department (in uniform) join us and perhaps a fire truck present.

Please feel free to contact me if you have questions or need further information in regards to this request.

Regards,
Karen Goncalves
Poppy Committee Chair
RCL Branch 221 West Elgin
519-281-6964



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2021-58

A By-law to Authorize the Execution of the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream Project between Her Majesty the Queen Right in Ontario represented by the Minister of Infrastructure 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 Infrastructure for the purposes of a Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream Project; 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 the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream Project ("Agreement"), identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and CAO/Treasurer are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. That the Mayor and CAO/Treasurer 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 Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream Project.

4. That the Municipality of West Elgin commits to spending the Transfer Payment Agreement for the Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation Stream Project 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 October 28, 2021.

Read a first, second, and third time and finally passed this 28th day of October 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

**TRANSFER PAYMENT AGREEMENT
FOR THE INVESTING IN CANADA INFRASTRUCTURE PROGRAM (ICIP):
COMMUNITY, CULTURE AND RECREATION STREAM**

THIS TRANSFER PAYMENT AGREEMENT for an Investing in Canada Infrastructure Program (ICIP): Community, Culture and Recreation (CCR) 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 Honourable Minister of Infrastructure and Communities and the Honourable 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 Community, Culture and Recreation funding stream of ICIP. This stream supports projects that improve access to and / or quality of community, cultural, and recreation priority infrastructure projects.

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 Community, Culture and Recreation 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 Subsection 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 Portable Document Format (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 Kinga Surma
Minister of Infrastructure

AFFIX
CORPORATE
SEAL (if
applicable)

Corporation of the Municipality of West Elgin

Date

Name: Ducan 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 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.

“Progress Report” means the Progress Report described in Article D.1.0 (Reporting Requirements).

“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 March 31, 2027.

“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 meets the outcomes of the Community, Culture and Recreation stream, being:
 - (i) Improved access to and/or increased quality of cultural, recreational and/or community infrastructure for Canadians, including Indigenous peoples and vulnerable populations.
- (f) 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 March 31, 2027.

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 forty 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, at its discretion, 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 until March 31, 2034 :

- (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, 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) the certificates of insurance or any other proof the Province may request pursuant to section A.10.2 (Proof of Insurance);
 - (ii) 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
 - (iii) 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 777 Bay Street, Floor 4, Suite 425 Toronto, Ontario, M7A 2J3</p> <p>Attention: Manager, Program Delivery Unit</p> <p>Email: ICIPculture@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: CAO/Treasurer</p> <p>Address: 22413 Hoskins Line Line, Rodney, Ontario N0L2C0</p> <p>Email: treasurer@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

C.1.1 Project Description. The Project, Historic West Elgin Town Hall Rehabilitation, will:

Renovate and update the Historic Town Hall.

Key project activities include: exterior renovations (new asphalt roof above slate; windows, doors, masonry); interior renovations (beams, fire rating, stairs, HVAC); insulation, electrical, plumbing, kitchens; barrier free entrance, UAW washrooms, elevator, interior finishes; demolition of the garage; heritage room with glass garage door; and the addition of a courtyard and landscaping.

The project serves West Elgin: communities of Clachan, Kintyre, Port Glasgow, Rodney, Eagle, West Lorne, Crinan with a population of 4995.

The project will result in: increased usage of library by at least 20%, and increased patron visits by 2000; increased energy efficiency with new HVAC windows, doors, insulation; accessibility for new youth programs and new indigenous programs; accessibility improvements and increased use by mobility challenged patrons/seniors; free computer/internet space; and space for fine arts/performing arts and heritage displays.

C.2.0 FINANCIAL INFORMATION

C.2.1 Total Eligible Expenditures. Total Eligible Expenditures means **\$2,516,250.00** rounded to two decimal places.

C.2.2 Ontario’s Maximum Contribution. Ontario’s Maximum Contribution means **\$838,666.13**, 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 **\$1,006,500.00**, 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 **February 24, 2021**.

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) **Progress Reports.** The Recipient will submit Progress Reports to the Province in a format to be prescribed by the Province. The Recipient will:
 - (i) submit to the Province, up and until the Final Payment has been made pursuant to Schedule J (Request for Payment and Payment Procedures), Progress Reports in each calendar year on or before:
 - a. **For 2021: October 29**
 - b. **For 2022: March 1, September 1**
 - c. **For 2023: March 1, September 1**
 - d. **For 2024: March 1, September 1**
 - e. **For 2025: March 1, September 1**
 - f. **For 2026: March 1, September 1**
 - (ii) ensure that each Progress Report will include, without limitation and at the sole discretion of the Province, the following information in respect of the Project:
 - a. Canada’s and the Province’s respective forecasted contributions to the Project by Funding Year;
 - b. the construction start date and the construction end date (forecasted and actual where applicable);
 - c. the percentage of the Project that has been completed;
 - d. risks and mitigation strategies;
 - e. confirmation that the Project is on track to achieve expected results or, if the Project is Substantially Completed, confirmation of actual results; and
 - f. confirmation that all required signage for the Project has been installed.
- (b) **Claim Reports.** Other than for the Final Payment, once per year, the Recipient will submit a request for payment for Eligible Expenditures in respect of the Project to the Province that is in a format to be prescribed by

the Province. The request for payment must be submitted by an authorized representative of the Recipient.

Subject to any other information the Province, at its discretion, may require from time to time, a request for payment shall include:

- (i) a detailed breakdown of invoices that are being claimed for reimbursement; and
- (ii) copies of invoices.

Subject to the prior written consent of the Province, which shall be at the Province's sole and absolute discretion, the Recipient may request in writing the submission of a request for payment on a more frequent basis. Notwithstanding anything to the contrary, such request shall in no circumstance be more frequent than once per quarter.

- (c) **Reporting Requirements at Project Substantial Completion.** Within 60 Business Days of reaching Substantial Completion, the Recipient shall submit:
 - (i) a declaration of project Substantial Completion;
 - (ii) a final Progress Report that includes a summary of the final timelines, costs, and outcomes (how the Project aligns with provincial and federal objectives);
 - (iii) a Final Payment request, following the form and requirements set out in D1.1(b);
 - (iv) a summary of any Communications Activities made for the Project; and,
 - (v) a photograph of the Project
- (d) **Other Reports.** Any other reports that the Province so directs on or before such date and with such content as the Province directs.

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 any 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, with respect to each Project, 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 March 31, 2027;
- (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) Costs, charges, penalties or fees incurred or paid by the Recipient that are a result of late or non-payment, rush requests, or contract termination or non-compliance;
- (y) Legal fees, financing charges and loan interest payments, including those related to easements (e.g., surveys);
- (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; and
- (aa) Any other cost which is not specifically listed as an Eligible Expenditure under Article E.1.0 (Eligible Expenditures) and which, in the opinion of the Province, is considered to be ineligible.

[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. If no Eligible Expenditures have been incurred in the twelve months preceding the date before which a request for payment is due under D.1.1(b), 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, including the Final Payment request, in respect of the Project to the Province in accordance with, and on the 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.

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 within 60 Business Days of the Project’s Substantial Completion, or on or before March 31, 2027, whichever is earlier.
- 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 that is received by the Province after:
- (a) 60 Business Days following the Substantial Completion of the project; or,
 - (b) March 31, 2027
- whichever is earlier.

J.6.0 FINAL RECONCILIATION AND ADJUSTMENTS

J.6.1 Final Reconciliation and Adjustments. For the Project, following the submission of the final Progress Report and the declaration of Substantial Completion, the Province will 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. 2021-59

Being a Bylaw to authorize execution of an Agreement with Carlos Azevedo for the issuance of a Conditional Building Permit at 24803 Pioneer Line, West Lorne, Ontario in 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 enter into an Agreement with Carlos Azevedo for the issuance of a conditional building permit at lands described as CON 9 N PT Lot 17; RP 11R10350 Part 1, Township of Aldborough, County of Elgin (municipally known as 24803 Pioneer Line;

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 Carlos Azevedo substantially in the form of a Conditional Building Permit 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. This by-law shall come into force and effect on the final passing thereof.

Read a first, second, and third time and passed this 28th day of October, 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk

CONDITIONAL PERMIT AGREEMENT

THIS AGREEMENT made this ____ 18th ____ day of ____ November ____, 2021.

BETWEEN: _____ Carlos Azevedo _____ (hereinafter called the "Owner")
(Owner's name)

-and

The Corporation of the Municipality of West Elgin (hereinafter called the "Municipality")

WHEREAS the Owner has requested a conditional permit from the Municipality prior to meeting all requirements to obtain a building permit according to the Ontario Building Code Act s.8.(2);

AND WHEREAS the Chief Building Official is satisfied that meeting such requirements would unreasonably delay the subject construction;

AND WHEREAS the Chief Building Official considers the restoration of the site to be feasible in the event that all the necessary approvals are not obtained;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. The lands affected by this agreement (hereinafter referred to as the "subject lands") are as follows:

ALL AND SINGULAR those certain parcels or tracts of land lying and being in the Municipality of West Elgin, and being composed of:

_____ **CON 9 PT Lot 17; RP 11R10350 Part 1, Aldborough Township in Municipality of West Elgin** _____ and also known as
(legal description of property)

24803 Pioneer Line

(municipal address)

2. The construction affected by this agreement (herein referred to as the "subject construction") is that construction proposed in a permit application filed with the Municipality and identified as permit application number, 2021-83
(permit application number)

3. The Municipality of West Elgin issues conditional building permits for construction on the lands described on the conditional building permit. The Municipality accepts no responsibility for any damages resulting from decisions made or actions of the Permit Holder. The Permit Holder and its representatives undertaking work based on the conditional permit assumes all risk in connection therewith and any damages done or occasioned thereby shall be at the sole risk and expense of the Permit Holder. The Permit Holder agrees to release, indemnify, and hold the Municipality harmless from and against all loss, cost, claims and expenses arising out of, or attributed to, exercising its rights under the conditional permit.

4. The Owner hereby agrees:

(a) to obtain all approvals prerequisite to the issuance of a regular building permit as indicated below:

- (i) submit a grading plan by a qualified drainage designer that is a licensed Ontario Land Surveyor or a Licensed Professional Engineer of Ontario for the development of the subject lands bearing their stamp of approval,
- (ii) obtain approval from the Chief Building Official for the issuance of a building permit for the proposed dwelling on the subject lands,
- (iii) obtain approval from the Chief Building Official for the issuance of a building permit for the septic system to serve the proposed dwelling on the subject lands, and
- (iv) pay the fees for the building permits for the proposed dwelling and septic system

by: December 1st, 2021.

(b) to commence construction of the proposed dwelling on the subject lands prior to June 1st, 2022.

(c) to stop the subject construction and secure the site to the satisfaction of the Chief Building Official if, in the opinion of the Chief Building Official, any impediment arises to prevent the lawful continuation of the subject construction;

- (d) to remove the building and restore the site if all necessary approvals have not been obtained;
- (e) to comply with all development standards that are applicable to the subject lands including but not limited to site servicing, grading, tree protection, fire protection, and storm water management;
- (f) to provide and maintain access for emergency vehicles and water supply to the satisfaction of the fire department;
- (g) without limiting the generality of the forgoing, to meet any specific conditions that are set out in Schedule "A" to this agreement;
- (h) to not occupy the building until such time that an "Occupancy Permit" has been issued by the Chief Building Official; and
- (i) to pay to the Municipality as security for the Contractor's performance under the Conditional Permit Agreement the sum of \$5,000 to be held as security for ensuring the requirements of this Agreement have been met.

5. The site restoration referred to in this agreement shall be to the conditions present at the time of permit application and shall include the removal of all construction, the replacement of all vegetative matter, the stabilization of slopes and the restoration of drainage patterns. Restoration must seriously commence within 30 days of the date cited in 4.(a) or at such later time as may be directed by the Chief Building Official.

6. If the Chief Building Official determines that a building has not been removed or a site restored as required by this agreement, the Chief Building Official may cause the building to be removed and the site restored and for this purpose the Chief Building Official, an Inspector and their agents may enter upon the land and into the building governed by this agreement at any reasonable time without a warrant.

7. (a) The owner agrees that the security deposited may be drawn upon as set out in 7(b), 7(c), and 7(d).

(b) If the Chief Building Official determines that a building has not been removed or a site restored as required by this agreement the letter of credit may be drawn upon in full and the monies used to restore the site as provided for in paragraph 5.

(c) Should there be full compliance with this Agreement, the Letter of Credit will be returned to the owner at the address provided on the application for building permit.

(d) The Municipality shall have a lien on the land for the amount spent on the removal of the building and restoration of the site under this agreement and/or subsection 8(6) of the Building Code Act, 1992 and the amount shall have priority lien status as described in section 1 of the Municipal Act, 2001 or any successor legislation.

8. This agreement may be registered against the subject lands and the Municipality is entitled to enforce its provisions against the owner and, subject to the Registry Act and the Land Titles Act, any and all subsequent owners of the subject lands. Upon the issuance of a building permit pursuant to the application referred to in paragraph 2, the Municipality shall provide the owner with a registrable release of this agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures

SIGNED AND DELIVERED

OWNER

Name: _____

Title: _____ I have the Authority to bind the Corporation.

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

Name: _____

Title: CHIEF BUILDING OFFICIAL

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

Name: _____

Title: CLERK



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2021-60

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on October 28, 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 October 28, 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 28th day of October, 2021.

Duncan McPhail
Mayor

Jana Nethercott
Clerk