Municipality of West Elgin
Agenda
Council Meeting

Date:	December 16 2021, 9:30 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.   Disclosure of Pecuniary Interest

4.   Meeting to Consider Engineers Report Under Drainage Act

   Recommendation:
   That Council proceed into a Public Meeting at _____ pursuant to the *Drainage Act,* to consider the Krause Drain Engineers Report.

   4.1.   J.M. Spriet, PEng. - Krause Drain Engineers Report   9

   4.2.   Public Comments

   4.3.   Council Comments

4.4. Provisional By-Law

Recommendation:
That West Elgin Council receives the Engineers Report on the Krause Drain as prepared by J.M Spriet, P.Eng; and

That West Elgin Council consider the provisional By-Law as presented in the By-Law portion of the agenda for its first and second reading; and

That all members of Council hereby be appointed to the Court of Revision for the Krause Drain on January 13, 2022.

5. Delegations

Recommendation:
That the Minutes of the Council meeting on December 2, 2021 be adopted as circulated and printed.

7. Business Arising from Minutes

8. Staff Reports

8.1. Building

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

8.2. Fire

Recommendation:
That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: 2022 Bunker Gear order; and

That West Elgin Council hereby approves the pre-budget ordering of eight sets of Bunker Gear from A.J Stone for a total amount of $20,432 plus applicable taxes.

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

Recommendation:
That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: Elgin County Fire Communications System Support Agreement; and

That West Elgin Council hereby authorize the Mayor and Clerk to sign the Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment to renew the System Support Agreement with Bearcom Communications, as presented in the By-Law portion of the Agenda.

Recommendation:
That West Elgin Council hereby declares surplus to Municipal needs the Municipally owned Fire Command Trailer and GMC Vandura; and

That West Elgin Council hereby authorizes the disposition of these assets by public auction on Gov Deals website; and

That West Elgin Council direct the proceeds of the sale are placed in fire department reserves.

8.3.   Municipal Drains

Recommendation:
That West Elgin Council hereby receives the report from Jana
Nethercott, Clerk re: Appoint Drainage Engineer – Major
Improvement for Flemming Drain; and

That West Elgin Council hereby appoints Spriet's & Associates
to prepare an Engineers Report for a Major Improvement for the
Flemming Drain under Section 78 of the Drainage Act

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

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

That West Elgin Council hereby directs staff to
_____

Recommendation:
That West Elgin Council hereby receives the report from J.
Nethercott, Clerk re: Joint Multi Year Accessibility Plan for 2021
to 2026; and

That West Elgin Council hereby adopt the attached Elgin
County and Local Municipal Partners Joint Multi-Year
Accessibility Plan.

> Recommendation:
> That West Elgin Council hereby receives the Animal Control report from Vicki Kyle for information purposes.

8.6.   Finance/Administration

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

9.   Committee and Board Report

9.2.   Councillor Reports from Committees

10.   Council Announcements/Inquires

10.1.   Notice of Motion

10.2.   Councillor Announcements

10.3.   Matters of Urgency

11.   Accounts

Recommendation:
That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #12A amounting to $ 196,365.35 in settlement of General, Road, Water and Arena Accounts including EFT#4638-4671, online Payments# 829-836, cheque # 25826-25827 and Payroll PP24.

12.   Upcoming Meetings

- December 20 - Four Counties Transit Board 8:30 am

- January 13 - Council 9:30 am

- January 20 - Committee of the Whole- Budget 9:30 am

- January 25 - Tri-County Water Board 7 pm

- January 27 - Council 9:30 am

13.   Correspondence

14.   By-Laws

Recommendation:
That By-Law 2021-68 being a By-Law to Enter into an Agreement with
Intelivote Systems Inc. for Voting by Telephone and Internet for the
2022 Municipal Elections, be read a first, second and third and final time

Recommendation:
That By-Law 2021-69 being a By-Law to Provide for Various Fees and
Charges for the Municipality of West Elgin, be read a first, second and
third and final time.

16.   **Closed Session**

Recommendation:
That the Council of the Municipality of West Elgin Council hereby proceeds into
Closed Session at _____ a.m. under Section 239(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.

17.   **Report from Closed Session**

18.   **Adjournment**

Recommendation:
That the Council of the Municipality of West Elgin hereby adjourn at _____
to meet again at 9:30 a.m. on January 13, 2022 or at the call of the Chair.

KRAUSE DRAIN

Municipality of West Elgin

SPRIET
ASSOCIATES
ENGINEERS & ARCHITECTS

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

Our Job No. 221166

October 22, 2021

KRAUSE DRAIN

Municipality of West Elgin

To the Mayor and Council of
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of parts of the Krause Municipal Drain serving parts of Lots 1 and 2, Concessions 4 to 6 in the Municipality of West Elgin. The total watershed area as described above contains approximately 84 hectares.

AUTHORIZATION

This report was prepared pursuant to Section 78 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a request signed by some of the affected landowners.

HISTORY

The Krause Drain was last reconstructed pursuant to a report submitted by H.H. Todgham, P. Eng. dated May 12, 1959, and consisted of the cleanout of the open portion of the drain, commencing in Lot C, Concession 7, northerly to the outlet of the tile in Lot 1, Concession 5. The cleanout totalled 1,010 lineal meters in length including some minor repairs to the outlet wall.

EXISTING DRAINAGE CONDITIONS

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

- that the landowners, A. Sacher (Roll No. 40-008) and M. Sacher (Roll No. 30-136), inquired as to the possibility of enclosing the open drain through their lands to improve the workability of them.

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

- that the existing open drain contains an upstream watershed area of manageable size to permit an enclosure

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SPRIET ASSOCIATES
engineers & architects

EXISTING DRAINAGE CONDITIONS (cont'd)

- that any enclosure would require the replacement of the road crossing under Thomson Line

- that enclosure of the drain would greatly improve the workability of the lands requesting it

Preliminary design, cost estimates and assessments were prepared, and informal consultations were held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates.

DESIGN CONSIDERATIONS

The proposed drain was designed, with respect to capacity, using the Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used for the Main Drain was 38mm per 24 hrs.

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

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

RECOMMENDATIONS

We are therefore recommending the following:

- that the Krause Drain – Open Portion be enclosed, commencing at the tile outlet at the half-lot line in Lot 1, Concession 5, and continue southerly through the lands of M. Sacher (Roll No. 30-136) across Thomson Line. The enclosure will then continue southerly through the lands of A. Sacher (Roll No. 40-008) to its new outlet on the west side of Blacks Road, for a total length of 992 lineal meters

- that the road crossing under Thomson Line be replaced with a new crossing in conjunction with the works and be constructed using open cut methods

- that catchbasins be installed along the course of the drain to alleviate surface flows and ponding

- that, when future maintenance is required for the crossing under Blacks Road, it be replaced with appropriately sized pipe at an elevation at least 0.3 meters lower than the existing

ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

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

SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 992 lineal meters of 525mm (21") to 600mm (24") diameter concrete field tile, including related appurtenances.

SCHEDULES

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

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

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of $ 173,500.00. This estimate includes engineering and administrative costs associated with this project.

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

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

Drawing No. 1, Job No. 221166, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

ALLOWANCES

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

RIGHT-OF-WAY Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works. Under this report no allowance for right-of-way has been given as the area gained by the enclosing of the open drain is deemed sufficient and transferable to the closed drain.

ASSESSMENT DEFINITIONS

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

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

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

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

ASSESSMENT

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

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

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

SPECIAL ASSESSMENT

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against the Municipality of West Elgin being the increased cost to the drainage work for installing a new surface and sub-surface crossing across their road allowance on the Main Drain due to the construction and operation of Thomson Line. The Special Assessment shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest & Net H.S.T.	Special Assessment
600mm sub-surface 900mm surface	$13,000.00	$1,320.00	$3,400.00	$380.00	$15,460.00

The above special assessments shall not apply for future maintenance purposes.

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

MAINTENANCE

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

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

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

J.M. Spriet, P.Eng.

JMS:bv

SCHEDULE 'A' - ALLOWANCES

KRAUSE DRAIN

Municipality of West Elgin

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

CONCESSION	LOT		ROLL NUMBER (Owner)	Section 30 Damages		TOTALS
MAIN DRAIN						
5	S½	1	30-136 (M. Sacher)	$ 3,700.00	$	3,700.00
6	Pt.	1	40-008 (A. Sacher)	1,560.00		1,560.00
				========================		
			Total Allowances	$ 5,260.00	$	5,260.00
				========================		

TOTAL ALLOWANCES ON THE MAIN DRAIN $ **5,260.00**

TOTAL ALLOWANCES ON THE KRAUSE DRAIN $ **5,260.00**

KRAUSE DRAIN

Municipality of West Elgin

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

MAIN DRAIN

6 meters of 600mm dia., H.D.P.E. plastic sewer pipe including rodent gate,
quarry stone rip-rap protection around pipe and end of ditch.
(Approximately 10m³ Quarry Stone req'd)

Supply	$	900.00
Installation	$	2,000.00

Installation of the following concrete field tile, including supply and installation
of geotextile around tile joints (approx. 2000m req'd)

560 meters of 525mm dia. concrete tile	$	14,000.00
410 meters of 600mm dia. concrete tile	$	10,400.00
Supply of the above listed tile	$	39,000.00

Contingency amount for increased cost due to poor soil conditions

Installation of tile on crushed stone bedding with excavator (300 meters)	$	7,500.00
Supply & delivery of 19mm crushed (Approx. 120 tonnes req'd)	$	3,600.00

Strip, stockpile and relevel topsoil from tile trench and adjacent working area
(4m wide) specified on drawings (approx. 970m) $ 5,800.00

Supply and install two 900mm x 1200mm ditch inlet catchbasins, and one 900mm x 1200mm
Side Inlet Catchbasin including berms, grates, ditching, all prefab fittings $ 7,800.00

16 meters of 600 mm dia., H.D.P.E. pipe (subsurface)
14 meters of 900 mm dia., H.D.P.E. pipe (surface)

Supply	$	6,100.00
Installation under Thompson Line by Open Cut, including removal & disposal of existing	$	6,900.00

Stripping of topsoil and backfilling of existing ditch using onsite materials $ 23,900.00

Clearing and grubbing for 15m working width (Approx. 150m in length and Tree at Thompson) $ 5,000.00

Exposing and locating existing tile drains and utilities $ 1,500.00

Tile connections and contingencies $ 5,200.00

Allowances under Sections 30 of the Drainage Act $ 5,260.00

ADMINISTRATION

Interest and Net Harmonized Sales Tax $ 4,110.00

Survey, Plan and Final Report $ 18,900.00

Expenses $ 1,190.00

Supervision and Final Inspection $ 4,440.00

TOTAL ESTIMATED COST $ **173,500.00**

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

KRAUSE DRAIN

Municipality of West Elgin

Job No. 221166

October 22, 2021

= Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN						
5	S½ 1		30-136 (M. Sacher)	$ 105,000.00	$	$ 105,000.00
6	Pt. 1		40-008 (A. Sacher)	50,270.00		50,270.00
			TOTAL ASSESSMENT ON LANDS	$ 155,270.00	$	$ 155,270.00
Thompson Line			Municipality of West Elgin	$ 2,770.00	$	$ 2,770.00
			TOTAL ASSESSMENT ON ROADS	$ 2,770.00	$	$ 2,770.00

SPECIAL   ASSESSMENT against Municipality of West Elgin
for the increased cost of installing a 600mm H.D.P.E. pipe (Subsurface)
and a 900mm H.D.P.E. pipe (Surface) under Thompson Line by open cut. $ 15,460.00

TOTAL ASSESSMENT ON THE MAIN DRAIN $ **173,500.00**

TOTAL ASSESSMENT ON THE KRAUSE DRAIN $ **173,500.00**

SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

KRAUSE DRAIN

Municipality of West Elgin

Job No. 221166

October 22, 2021

CON.	LOT	HECTARES AFFECTED		ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST

MAIN DRAIN

CON.	LOT		HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
4	Pt.	2	6.7	30-091 (K. & E. Roodzant)	4.8 %
4	Pt.	2	0.7	30-091-10 (S. Bodnar)	0.6
4	Pt.	2	2.4	30-092 (R. & Y. Van Raes)	1.7
5	N Pt.	1	0.3	30-135 (S. Wilson & J. Martin)	0.2
5	N Pt.	1	20.7	30-135-01 (M. Fodor)	12.2
5	S Pt.	1	28.3	30-136 (M. Sacher)	47.9
5	NW¼ Pt.	2	15.0	30-137 (2652622 Ontario Inc. & E. Roodzant)	9.9
5	NW¼ Pt.	2	0.2	30-137-02 (S. Ross & S. Bodnar)	0.2
5	NE¼	2	2.1	30-138 (R. & M. Hadash)	1.5
6	N Pt.	1	4.2	40-008 (A.Sacher)	18.1
6	Pt.	1	0.4	40-008-10 (D. & C. Vanraes)	0.1
					=======
		TOTAL ASSESSMENT ON LANDS			97.2 %
					=======
Blacks Road			1.1	Municipality of West Elgin	0.9 %
Thompson Line			0.6	Municipality of West Elgin	0.4
Marsh Line			0.8	Municipality of West Elgin	1.5
					=======
		TOTAL ASSESSMENT ON ROADS			2.8 %
					=======

TOTAL ASSESSMENT FOR MAINTENANCE OF THE MAIN DRAIN   **100.0 %**

SCHEDULE OF NET ASSESSMENT

KRAUSE DRAIN

Municipality of West Elgin

(FOR INFORMATION PURPOSES ONLY)

Job No. 221166

October 22, 2021

= Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
30-136 (M. Sacher)	105,000.00		3,700.00	101,300.00
40-008 (A. Sacher)	50,270.00		1,560.00	48,710.00
Thompson Line	2,770.00			2,770.00
Special Assessment	15,460.00			15,460.00
TOTALS	**$ 173,500.00**	**$**	**$ 5,260.00**	**$ 168,240.00**

PLAN

LOT D   LOT 1   LOT 2

CONCESSION 4
CONCESSION 5
CONCESSION 6

GREEN DRAIN
MARSH LINE
LEYS DRAIN
TEMPLETON DRAIN
KRAUSE DRAIN (CLOSED PORTION)
KRAUSE DRAIN (OPEN PORTION)
BICKELL DRAIN
GLADDING DRAIN
MAIN DRAIN
BRANCH OF THE KRAUSE DRAIN
LIPSON DRAIN
KANYK DRAIN
BLACKS ROAD
THOMSON LINE

30-091
K. & E. ROODZANT
29.1 ha.

30-092
R. & M. VAN RAES
30.4 ha.

30-135-01
M. FODOR
38.3 ha.

30-137
2652622 ONTARIO INC.
E. ROODZANT
19.8 ha.

30-138
R. & M. HADASH
20.2 ha.

30-135-02
A. SACHER
20.2 ha.

30-136
M. SACHER
39.8 ha.

40-008
A. SACHER
60.0 ha.

SEE DETAIL "A"
0+328
0+308
0+020
0+000

P L A N   SCALE 1:5,000

PROPOSED ENCLOSURE - OVERFLOW SWALE

Ø.50 m
10
1
3.0 m

TYPICAL CROSS SECTION OF OVERFLOW
SWALE CONSTRUCTED OVER BACKFILLED CHANNEL
SCALE: N.T.S.

G E N E R A L   N O T E S

1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.

2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS .
CLOSED PORTIONS   - 15 meters
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE 10m.

3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS . THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES .

4/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
b) CONTRACTOR TO NOTIFY ALL UTILITIES 72 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
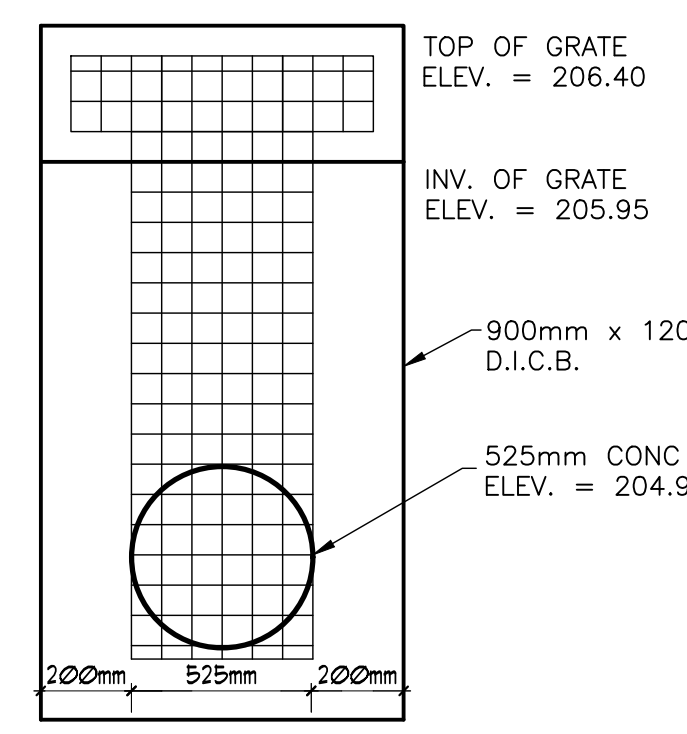c) THE COST FOR THIS WORK SHALL BE INCLUDED IN THE ITEM ON THE EXTENT OF WORK AND NO EXTRA PAYMENT SHALL BE MADE TO THE CONTRACTOR, EXCEPT IF ROAD RESTORATION IS REQUIRED.

5/ ALL TREES , SCRUB , BRUSH, ETC. TO BE CLEARED AND GRUBBED IN ACCORDANCE WITH "SECTION B, 3 AND C. 4" SPECIFICATIONS.

6/ RIP-RAP TO BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION A. 28" IN THE SPECIFICATIONS.

7/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER , DRAINAGE SUPERINTENDENT , AND THE AFFECTED OWNERS . ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING .
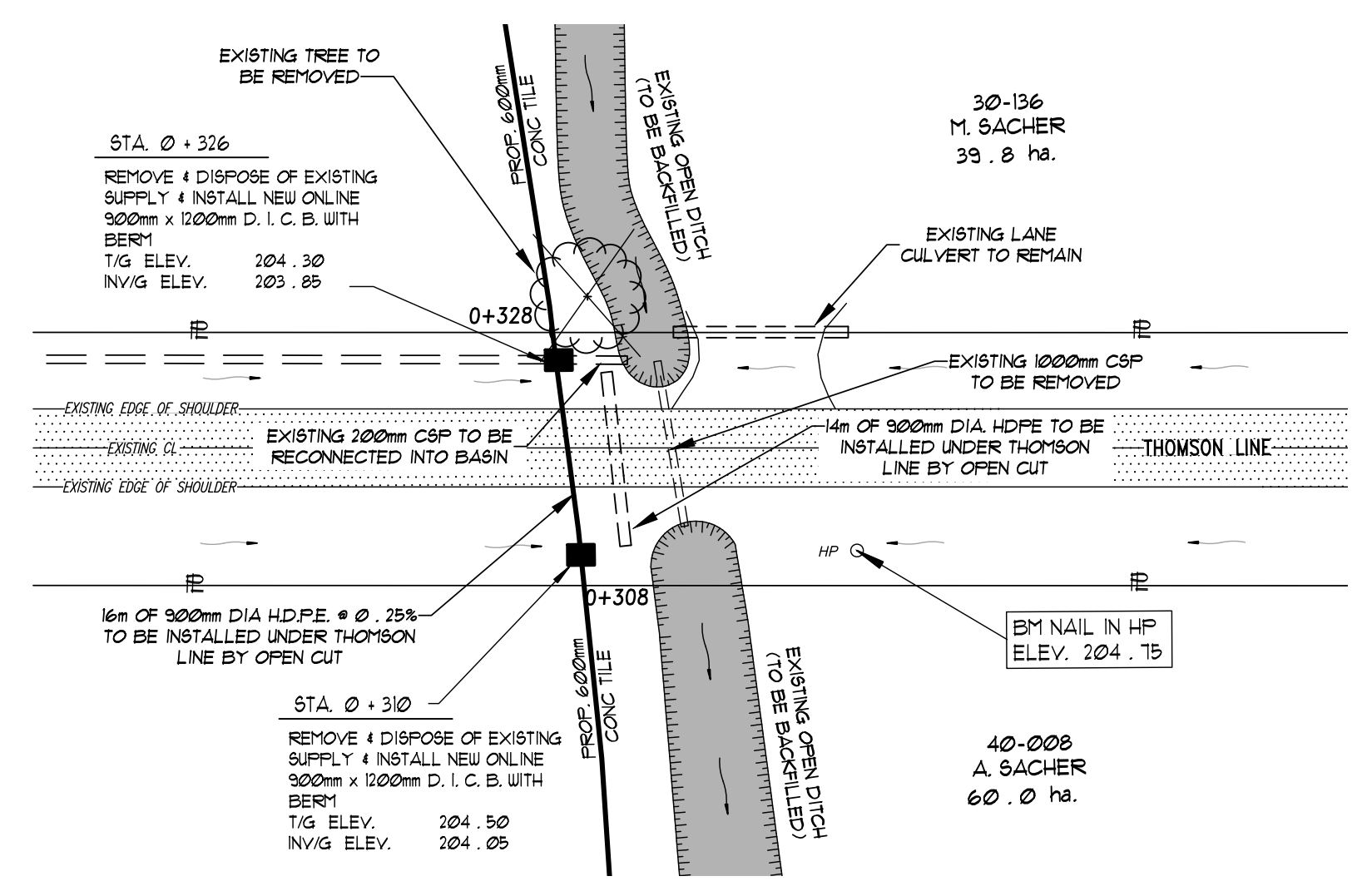
C L O S E D   P O R T I O N S

8/ ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO "SECTION C. 1 " IN THE SPECIFICATIONS.
a) SEWER PIPE TO BE CONCRETE, H. D. P. E. PLASTIC 320 KPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO C.S.A. 1026-08) , PVC ULTRA RIB OR PVC SDR 35
b) CONCRETE TILE SHALL BE HEAVY DUTY

9/ EXISTING TILE DRAINS TO BE EXPOSED IN AS MANY LOCATIONS AS ARE NECESSARY TO CONFIRM THEIR EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION . EXACT LOCATION OF NEW TILE DRAINS THEN TO BE CONFIRMED BY DRAINAGE SUPERINTENDENT OR ENGINEER .

10/ a) INSTALLATION OF TILE AND TRENCH WIDTHS SHALL BE IN ACCORDANCE WITH "SECTION C - TILE DRAIN" IN THE SPECIFICATIONS .
b) ALL CONCRETE TILE AND TILE-PIPE JOINTS TO BE WRAPPED WITH GEOTEXTILE IN ACCORDANCE WITH "SECTION   C. 8 " IN THE SPECIFICATIONS.
c) NO CONSTRUCTION EQUIPMENT OR FARM MACHINERY SHALL CROSS OVER THE MOUNDED BACKFILLED TILE TRENCHES UNTIL SUFFICIENT SETTLEMENT HAS OCCURRED.
d) STRIP AND STOCKPILE TOPSOIL FROM CONSTRUCTION AREA (4 metre width) FOR ENTIRE LENGTH OF NEW DRAIN (EXCEPT LANEWAYS & ROADS). EXCESS SPOIL TO BE LEVELLED AND TOPSOIL RELEVELLED OVER SPOIL, MOUNDED TRENCH AND REMAINING CONSTRUCTION AREA.

11/ a) IT SHALL BE NOTED THAT AREAS OF POOR SOIL CONDITION MAY BE ENCOUNTERED ALONG THE COURSE OF THE DRAIN . IF SUCH CONDITIONS ARE ENCOUNTERED AND IF THE TRENCH WALLS AND/OR TRENCH BOTTOM AND/OR TRENCH BOTTOM BECOME UNSTABLE, THEN THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE DRAINAGE SUPERINTENDENT OR ENGINEER .
b) IF SO ORDERED BY THE DRAINAGE SUPERINTENDENT OR ENGINEER, THE CONTRACTOR SHALL INSTALL THE TILE OR PIPE ON A BEDDING OF 19mm (¾") CRUSHED STONE THROUGH THE AREA OF UNSTABLE TRENCH. THE CRUSHED STONE SHALL BE COMPLETELY WRAPPED IN GEOTEXTILE SUCH AS " TERRAFIX 360 R " OR APPROVED EQUAL . THE LIMITS OF THIS WORK SHALL BE DETERMINED BY THE DRAINAGE SUPERINTENDENT OR ENGINEER .
c) PAYMENT FOR THIS WORK SHALL BE IN ACCORDANCE WITH THE CONTINGENCY AMOUNTS SHOWN ON PAGE 3 OF THE " FORM OF TENDER " .
d) ALL CONCRETE TILE AND TILE-PIPE JOINTS TO BE WRAPPED WITH GEOTEXTILE IN ACCORDANCE WITH "SECTION   C. 8 " IN THE SPECIFICATIONS.
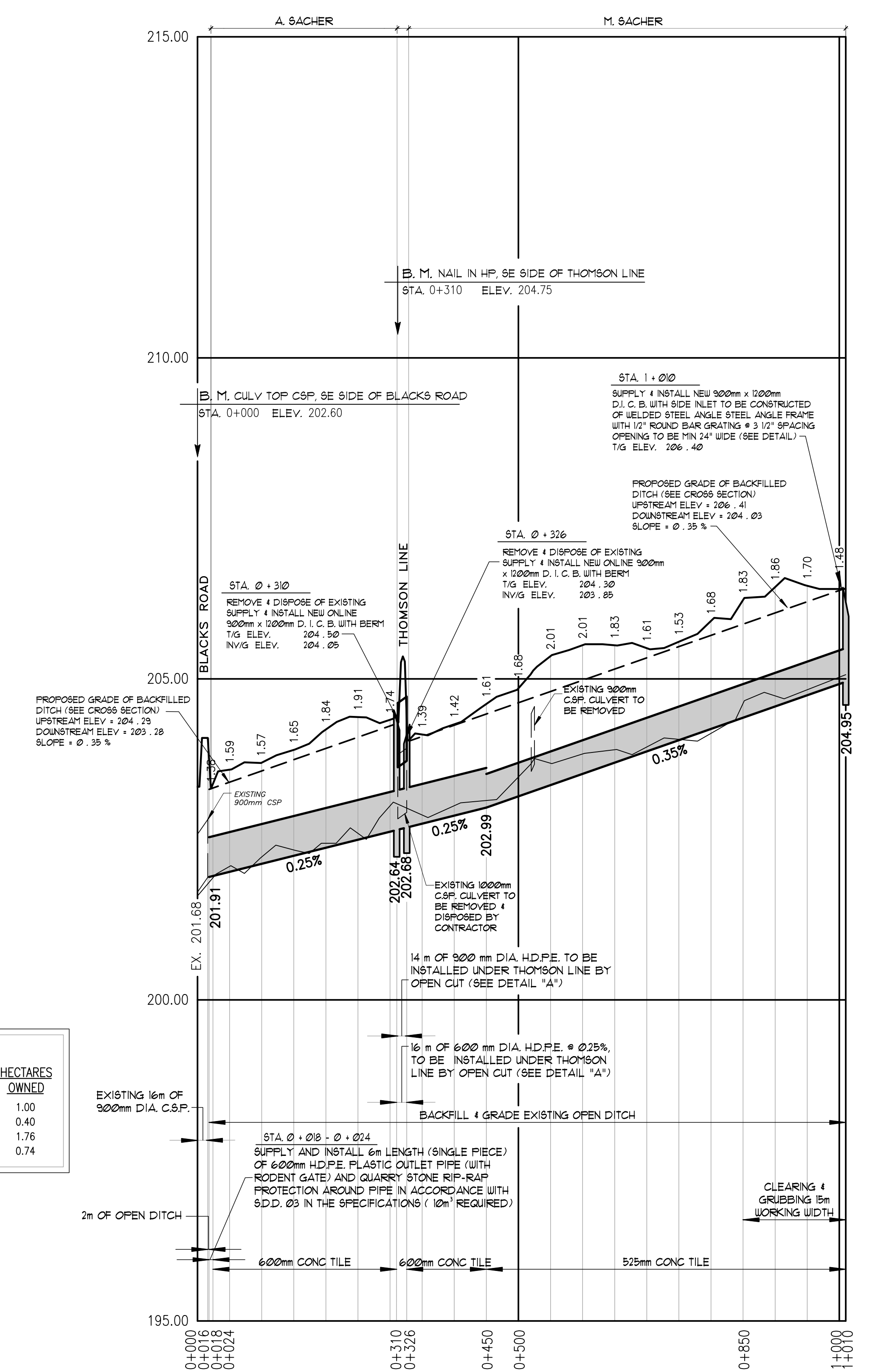

TOP OF GRATE
ELEV. = 206.40

INV. OF GRATE
ELEV. = 205.95

900mm x 1200mm
D.I.C.B.

525mm CONC INV.
ELEV. = 204.95

200mm   525mm   200mm

LOT LEGEND

	ROLL No.	OWNERSHIP	HECTARES OWNED
1)	30-091-10	S. BODNAR	1.00
2)	30-137-02	S. ROSS & S. BODNAR	0.40
3)	30-135	S. WILSON & J. MARTIN	1.76
3)	40-008-10	D. & C. VANRAES	0.74

SIDE INLET CATCHBASIN (STA 1+010)
SCALE: N.T.S

DETAIL "A"   SCALE 1:500

EXISTING TREE TO BE REMOVED

STA. Ø + 326
REMOVE & DISPOSE OF EXISTING
SUPPLY & INSTALL NEW ONLINE
900mm x 1200mm D. I. C. B. WITH BERM
T/G ELEV.   204.30
INVIG. ELEV.   203.85

30-136
M. SACHER
39.8 ha.

EXISTING LANE CULVERT TO REMAIN

EXISTING 1000mm CSP TO BE REMOVED

0+328

EXISTING 200mm CSP TO BE RECONNECTED INTO BASIN

14m OF 900mm DIA HDPE TO BE INSTALLED UNDER THOMSON LINE BY OPEN CUT

THOMSON LINE

0+308

16m OF 900mm DIA HD.P.E. @ Ø.25% TO BE INSTALLED UNDER THOMSON LINE BY OPEN CUT

HP
BM NAIL IN HP
ELEV. 204.75

40-008
A. SACHER
60.0 ha.

STA. Ø + 310
REMOVE & DISPOSE OF EXISTING
SUPPLY & INSTALL NEW ONLINE
900mm x 1200mm D. I. C. B. WITH BERM
T/G ELEV.   204.30
INVIG. ELEV.   204.05

EXISTING OPEN DITCH TO BE BACKFILLED

PROP CONC TILE

MAIN DRAIN
SCALE : HOR. 1 : 5,000
VERT. 1 : 50

215.00
210.00
205.00
200.00
195.00

A. SACHER   M. SACHER

B. M. NAIL IN HP, SE SIDE OF THOMSON LINE
STA. 0+310   ELEV. 204.75

B. M. CULV TOP CSP, SE SIDE OF BLACKS ROAD
STA. 0+000   ELEV. 202.60

BLACKS ROAD
THOMSON LINE

STA. 1 + 010
SUPPLY & INSTALL NEW 900mm x 1200mm D. I. C. B. WITH SIDE INLET TO BE CONSTRUCTED OF WELDED STEEL ANGLE STEEL ANGLE FRAME WITH 1/2" ROUND BAR GRATING @ 3 1/2" SPACING OPENING TO BE MIN 24" WIDE (SEE DETAIL)
T/G ELEV.   206.40

PROPOSED GRADE OF BACKFILLED DITCH (SEE CROSS SECTION)
UPSTREAM ELEV. = 206.41
DOWNSTREAM ELEV. = 204.03
SLOPE = 0.35 %

STA. Ø + 326
REMOVE & DISPOSE OF EXISTING
SUPPLY & INSTALL NEW ONLINE 900mm D. I. C. B. WITH BERM
T/G ELEV.   204.30
INVIG. ELEV.   203.85

STA. Ø + 310
REMOVE & DISPOSE OF EXISTING
SUPPLY & INSTALL NEW ONLINE 900mm x 1200mm D. I. C. B. WITH BERM
T/G ELEV.   204.30
INVIG. ELEV.   204.05

PROPOSED GRADE OF BACKFILLED DITCH (SEE CROSS SECTION)
UPSTREAM ELEV. = 204.79
DOWNSTREAM ELEV. = 203.28
SLOPE = 0.35 %

EXISTING 900mm CSP
EXISTING 900mm CSP CULVERT TO BE REMOVED

EXISTING 1000mm CSP CULVERT TO BE REMOVED & DISPOSED BY CONTRACTOR

14 m OF 900mm DIA HD.P.E. TO BE INSTALLED UNDER THOMSON LINE BY OPEN CUT (SEE DETAIL "A")

16 m OF 600 mm DIA HD.P.E. @ Ø.25%, TO BE INSTALLED UNDER THOMSON LINE BY OPEN CUT (SEE DETAIL "A")

EXISTING 16m OF 900mm DIA C.S.P.

BACKFILL & GRADE EXISTING OPEN DITCH

STA. Ø + 018 - Ø + 024
SUPPLY AND INSTALL 6m LENGTH (SINGLE PIECE) OF 600mm HD.P.E. PLASTIC OUTLET PIPE (WITH RODENT GATE) AND QUARRY STONE RIP-RAP PROTECTION AROUND PIPE IN ACCORDANCE WITH S.D.D. 03 IN THE SPECIFICATIONS (10m³ REQUIRED)

2m OF OPEN DITCH

CLEARING & GRUBBING 15m WORKING WIDTH

600mm CONC TILE   600mm CONC TILE   525mm CONC TILE

0.35%
0.25%
0.25%

EX. 201.68
201.91
202.64
202.68
202.99
204.95

1.59 1.57 1.65 1.84 1.91 1.74 1.42 1.39 1.31
1.83 2.01 1.61 1.53 1.68 1.65 1.70 1.83 1.86 1.48

0+016
0+018
0+024
0+310
0+326
0+450
0+500
0+850
1+000
1+010

P L A N   L E G E N D

	LIMIT OF WATERSHED AREA
	PROPOSED DRAINAGE WORKS
	EXTERIOR OR INTERIOR WATERSHED
	EXIST. MUNICIPAL DRAIN
	PRIVATE TILE OR SURFACE WATER RUN
	EXIST. WATERCOURSE OR PRIVATE DITCH

30-091   ASSESSMENT ROLL NUMBER
SMITH   OWNERS NAME
40.9 ha. HECTARES OWNED

KRAUSE DRAIN
Municipality of West Elgin

Drainage Superintendent:
TOM MOHAN
519 - 785 - 0560

	REVISIONS	DATE
No.		

Drawn By: MM
Date: OCT. 22, 2021

Field Book: GPS

JOB No.: 221166

Drawing No.: 1 of 1

PLAN, PROFILE, DETAIL & NOTES

SPRIET ASSOCIATES
LONDON   LIMITED
CONSULTING   ENGINEERS
155 YORK STREET --LONDON   N6A 1A8
(519) 672-4100--London N6A 1A8

J. M. C. SPRIET
LICENSED PROFESSIONAL ENGINEER
PROVINCE OF ONTARIO

BACKUS-PAGE
HOUSE MUSEUM

TYRCONNELL HERITAGE SOCIETY
Backus-Page House Museum
PO Box 26, 29424 Lakeview Line
Wallacetown, Ontario   N0L 2M0

The Tyrconnell Heritage Society is the 2007 recipient of the Ontario Historical Society's Dorothy Duncan Award.

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

November 10, 2021

I respectfully request to appear before council on December 16, 2021 to make a 20 minute presentation about the following:

1. The 225th anniversary of the Fleming Family settling in West Elgin. a. Designating the Fleming Cemetery as a United Empire Loyalist graveyard.
   b. Maintenance of the Fleming Cemetery.
   c. Commemorative ceremony at the cemetery on June 24, 2022
   d. Event at Backus-Page House Museum on June 25 & 26, 2022

2. Proposal to move St. Henry's Catholic Church in Churchville to Backus-Page House Museum for preservation, restoration and daily programming as a Victorian era schoolhouse.

3. Backus-Page House Museum and Tyrconnell Heritage Society updates in general.

We would like to continue our strong relationship with West Elgin Council and Staff moving forward as we continue to include the history of western Elgin County in our events, exhibits and programs. I look forward to meeting with you.

Angela Bobier
Cultural Manager

Municipality of West Elgin

Minutes

Council Meeting

December 2, 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
	Jackie Morgan-Beunen, CBO
Also Present:	**J. Chin, Strategy Corporation**
	O. Lahaie, Strategy Corporation
	M. Peacock, Lower Thames Valley Conservation Authority
	T. Casier, Lower Thames Valley Conservation Authority

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- 381
Moved: Deputy Mayor Leatham
Seconded: Councillor Cammaert

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3.   **Disclosure of Pecuniary Interest**

No disclosures

4.   **Public Meeting**

Resolution No. 2021- 382
Moved: Councillor Rowe
Seconded: Deputy Mayor Leatham

That West Elgin hereby proceed into a Public Participation Meeting at 9:31 a.m. pursuant to Section 7 of the *Building Code Act,* to allow for public comments on the purposed Building Department fee changes.

Carried

4.1   **Public Comments**

Clerk called a first time for any members of the public who wished to make comments. No comments received.

Clerk called a second time for any members of the public who wished to make comments. No comments received.

Clerk called a third and final time for any members of the public who wished to make comments. No comments received.

4.2   **Council Comments**

Deputy Mayor Leatham stated that this increase could deter development. Councillor Rowe stated that she feels that the fees are keeping up with neighbouring municipalities. Councillor Cammaert inquired if the Building Department has made any income the past three years. CBO Jackie Morgan-Beunen stated that the department has seen losses in each of the past three years, which is then covered by the general tax base.

Council provided direction to staff to proceed with the fees as presented and to bring forward the Fees and Charges by-law at the next meeting.

4.3   Close of Public Meeting

Resolution No. 2021- 383
Moved: Councillor Tellier
Seconded: Councillor Cammaert

That West Elgin Council hereby Closes the Public Participation Meeting under Section 7 of the *Building Code Act* at 9:37 a.m.

Carried

5.   **Delegations**

5.1   Strategy Corporation - Elgin Roads Maintenance Agreement

Jaiman Chin, VP Strategy Corporation and Olivia Lahaie, Consultant presented the work they have done on the review of the Roads Maintenance Agreement for Elgin County.

5.2   Lower Thames Valley Conservation Authority - 2022 Budget and Bill 229 Phase 1 Update

Todd Casier and Mark Peacock from the Lower Thames Valley Conservation Authority presented the information on the Conservation Authority's 2022 Budget.

Mark Peacock presented on the phase 1 of the regulations under Bill 229.

Council recessed at 10:22 a.m. and reconvened at 10:34 a.m.

6.   **Adoption of Minutes**

Resolution No. 2021- 384
Moved: Councillor Rowe
Seconded: Councillor Tellier

That the Minutes of the Council meeting on November 18, 2021 be adopted as circulated and printed.

Carried

7.   **Business Arising from Minutes**

None.

8.   **Staff Reports**

8.1   Finance/Administration

8.1.1 M. Badura, CAO/Treasurer - Office Christmas Closure

Resolution No. 2021- 385
Moved: Councillor Tellier
Seconded: Councillor Cammaert

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

That West Elgin Council hereby agrees to allow the variance from policies for the 2021 Christmas Holidays.

Carried

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

Resolution No. 2021- 386
Moved: Councillor Rowe
Seconded: Deputy Mayor Leatham

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

That West Elgin Council hereby approves payment from the Premium Employment Insurance Rate reduction to all full-time employees in the total amount of $1,426.72, being 5/12 of the total savings of $ 3,424.12 realized by West Elgin in 2021.

Carried

8.1.3 M. Badura, CAO/Treasurer - 2021 Carry Forward Projects

Resolution No. 2021- 387
Moved: Councillor Cammaert
Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2021 Carry Forward Projects; And

That West Elgin Council hereby authorizes that the following list of 2021 approved projects be carried forward to the 2022 fiscal year for completion and that the balance of the 2021 budget allowances for each of the respective projects be carried forward to the 2022 fiscal year.

1. Roads – Public works shed - $75,000.00

2. Sidewalks – $60,000.00

3. Water – AMR Software & Hardware - $200,000.00

4. Parks & Recreation – Arena – Drain Repair & Eavestrough - $10,000.00

5. Parks & Recreation – Arena – Roof Painting - $25,000.00

6. Parks & Recreation – Marina – Bridge - $20,000.00

Carried

8.1.4 M. Badura, CAO/Treasurer - Old Town Hall - Rodney

Resolution No. 2021- 388
Moved: Councillor Tellier
Seconded: Councillor Cammaert

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Old Town Hall renovations; and

That West Elgin Council hereby approves the proposal from L360 Architecture; and

That West Elgin Council hereby authorizes the CAO/Treasurer to enter into an agreement with L360 Architecture for the conceptual drawings for the renovation of the Rodney Old Town Hall.

Carried

8.1.5 M. Badura, CAO/Treasurer - Organizational Review – Payroll Initiative

Resolution No. 2021- 389
Moved: Councillor Rowe
Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Organizational Review – Payroll Initiative; and

That West Elgin Council hereby authorizes the CAO/Treasurer to sign all required contracts and agreements with Payworks to provide the payroll services for the Municipality of West Elgin.

Carried

8.1.5.1   Organizational Chart

Resolution No. 2021- 390
Moved: Councillor Rowe
Seconded: Councillor Tellier

That West Elgin Council hereby approves the Organizational Chart as presented by CAO/Treasurer Magda Badura.

Carried

9.   Committee and Board Report

9.1   Recreation Committee Minutes - October 13, 2021

9.2   Councillor Reports from Committees

Councillor Tellier reported that Heritage Homes Committee has met and have taken care of snow removal and are thankful for the Manager of Operations and Community Services assistance with the garbage and recycling collection. The next meeting is in January, 2022.

Councillor Tellier stated that the Rodney Night Market is this Saturday, December 4, 2021 and the committee has been working hard to ensure this event is a success.

10.   Council Announcements/Inquires

10.1   Notice of Motion

None.

10.2   Councillor Announcements

Mayor McPhail stated that he has inquired with MPP Yurek as to how our vaccination numbers have been calculated and is awaiting information from Southwestern Public Health.

10.3   Matters of Urgency

CAO/Treasurer Magda Badura inquired about Council's direction to hold off on opening Council Community Grants until the budget has passed. A number of local community groups have inquired about applying. After a discussion, staff were directed to open the grant application process.

11.   Up Coming Meetings and Reminders

12.   Accounts

Resolution No. 2021- 391
Moved: Deputy Mayor Leatham
Seconded: Councillor Rowe

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #12 amounting to $ 438,404.27 in settlement of General, Road, Water and Arena Accounts including EFT#4576-4637, online Payments# 817-828, cheque# 25806-25825 and Payroll PP23.

Carried

13.   Correspondence

13.1   Elgin County - Enhancing Programs and Services for Older Adults Report

13.2   Ministry of the Environment - Modernizing Environmental Assessment Program

13.3   Ontario Provincial Police - 2022 Annual Billing Statement

13.4   Town of Georgina - Lack of Recycling Options (Plastic Wrap)

Resolution No. 2021- 392
Moved: Councillor Rowe
Seconded: Councillor Cammaert

That West Elgin Council hereby supports the resolution of the Town of Georgina regarding the lack of recycling options for agricultural wrap.

Carried

13.5   Township of Wainfleet - Resolution Funding of Rural Infrastructure Projects

Resolution No. 2021- 393
Moved: Councillor Cammaert
Seconded: Councillor Rowe

That West Elgin Council hereby support the resolution from the Township of Wainfleet regarding the funding of rural infrastructure projects.

Carried

13.6   Rodney Legion Branch 525 - Letter

Staff direction provided to create a working group consisting of Councillor Tellier, Legion members and a representative from Operations and Community Services to come up with options for this money.

13.7   West Lorne Lawn Bowling Club - Update Letter

13.8   Concerned Resident - Port Glasgow Beach

Mayor stated that the removal of this vegetation is part of a long range plan for a shelter in this area. Councillor Rowe stated her concern about how this was done, and she could make no sense as to what was removed and what was left. Manager of Operations and Community Services stated that he had been in contact with Lower Thames Valley Conservation Authority who has confirmed that the removal of vegetation was farther reaching than originally agreed to, however at this point the damage is done and now its about remediating this.

Resolution No. 2021- 394
Moved: Councillor Rowe
Seconded: Councillor Cammaert

That West Elgin Council hereby direct staff to send a letter to the Port Glasgow Yacht Club expressing Council's disappointment in the work that was done and request a remediation plan be prepared by the Yacht Club, in consultation with the Lower Thames Valley Conservation Authority and be presented to Council at a future date.

Carried

14.   By-Laws

14.1   By-Law 2021-64 Municipal Asset Management Program Grant Agreement

Resolution No. 2021- 395
Moved: Deputy Mayor Leatham
Seconded: Councillor Tellier

That By-Law 2021-64 being a By-law to Authorize the Execution of an Agreement between Federation of Canadian Municipalities and The Corporation of the Municipality of West Elgin, be read a first, second, third and final time.

Carried

14.2   By-Law 2021-65 Council Remuneration

Resolution No. 2021- 396
Moved: Councillor Rowe
Seconded: Deputy Mayor Leatham

That By-Law 2021-65 being a By-Law to Set Rates of Remuneration for Members of Council, be read a first, second, third and final time.

Carried

14.3   By-Law 2021-66 - Employee Remuneration

Resolution No. 2021- 397
Moved: Councillor Cammaert
Seconded: Deputy Mayor Leatham

That By-Law 2021-66 being a By-Law to Set Rates of Remuneration for Municipal Employees, be read a first, second, third and final time.

Carried

15.   Confirming By-Law

Resolution No. 2021- 398
Moved: Councillor Rowe
Seconded: Councillor Tellier

That By-Law 2021-67, being a By-Law to confirm the proceeding of the Regular Meeting of Council held on December 2, 2021 be read a first, second and third and final time.

Carried

16.   Closed Session

Council recessed at 12:04 p.m. and reconvened at 1:00 p.m.

Resolution No. 2021- 399
Moved: Councillor Tellier
Seconded: Councillor Cammaert

That the Council of the Municipality of West Elgin hereby proceeds into Closed Session at 1:00 p.m. under Section 239(b & d) 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 and labour relations or employee negotiations.

Carried

17.   **Report from Closed Session**

Mayor McPhail reported out at of Closed Session at 1:48 p.m.

Resolution No. 2021- 400
Moved: Deputy Mayor Leatham
Seconded: Councillor Rowe

That the Mayor provide a written copy of the performance review to the CAO in a sealed envelope.

Carried

18.   **Adjournment**

Resolution No. 2021- 401
Moved: Deputy Mayor Leatham
Seconded: Councillor Rowe

That the Council of the Municipality of West Elgin hereby adjourn at 1:49 p.m. to meet again at 9:30 a.m. on December 16, 2021 or at the call of the Chair.

Carried

Duncan McPhail, Mayor	Jana Nethercott, Clerk

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jackie Morgan-Beunen, CBO**
Date:	2021-12-16
Subject:	**Building Activity Report November 2021**

Recommendation:

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

Purpose:

The purpose of this report is to provide Council with information regarding the type of permits issued between November 1st to 30th, 2021 in West Elgin, as well as the permit value and permit fees collected.

Background:

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

- Total Number of Building Permits Issued in the month of November: **10**
- Total Number of those being Demolition Permits issued: **0**
- Number of New Residence Building Permits within: **0**

Summary of Permits issued Year-To-Date:
- 2021: Number of Permits Issued to end of November: **110**
- 2020: Number of Permits Issued to end of November: **100**
- 2021: Total Construction Value to end of November: **$11,979,942.00**
- 2020: Total Construction Value to end of November: **$6,217,706.45**
- 2021: Total Permit Fees to end of November: **$78,409.07**
- 2020: Total Permit Fees to end of November: **$56,972.64**

** Number of Permits issued to end of November 2019   87
** Total construction value to end of November 2019 $6,468,090.08
** Total permit fees to end of November 2019 $46,347.43

Financial Implications:

There are no financial implications associated with this report.

33

Report Approval Details

	34
Document Title:	Building Activity Report November 2021 - 2021-14-Building.docx
Attachments:	
Final Approval Date:	Dec 2, 2021

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jeff McArthur, Fire Chief**
Date:	2021-12-16
Subject:	**2022 Bunker Gear Order**

Recommendation:

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: 2022 Bunker Gear order; and

That West Elgin Council hereby approves the pre-budget ordering of eight sets of Bunker Gear from A.J Stone for a total amount of $20,432 plus applicable taxes.

Purpose:

To inform Council of current and upcoming bunker gear requirements, and of extended wait times for orders.

To seek Council approval for a pre-budget order for 2022 bunker gear.

Background:

NFPA Standards recommend bunker suits are replaced by, or before, ten years from date of manufacture. This is widely accepted and practiced throughout Ontario.

Due to extremely long order wait times and tight bunker gear supplies, staff is recommending that we order eight sets of bunker gear immediately, for a targeted delivery timeframe of Summer or Fall of 2022 from AJ Stone.

The expected bunker gear needs for the next five years are included in this report. Going forward, it is recommended that funds are budgeted each year for bunker gear replacement to avoid an abnormally high expense in 2031, to replace the 20 sets of bunker gear purchased in 2021. This regular replacement schedule will also accommodate for growth in the firefighter roster when necessary.

Year	Expected # of Bunker Suits Required
2022	8
2023	6
2024	5
2025	3
2026	3

Financial Implications:

This proposed order requires pre-budget approval. This cost will not be incurred until the bunker gear order is delivered in 2022. West Elgin is participating in a joint order with two other Elgin County Fire Departments, to achieve a 9% bulk discount.

Policies/Legislation:

Purchasing Policy and Procedure AD-1.2

Report Approval Details

Document Title:	2022 Bunker Gear Purchase - 2021-23-Fire.docx
Attachments:	
Final Approval Date:	Dec 13, 2021

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jeff McArthur, Fire Chief**
Date:	2021-12-16
Report:	2021-24
Subject:	**Monthly Report - November 2021**

Recommendation:

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

Purpose:

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

Background:

Emergency Responses

Fire	2	Vehicle, grass
Medical	3	Assist EMS
MVC	4	All on Hwy 401
TOTAL	*9*	

Training & Meetings

Training topics included ventilation, fire origin and cause determination, and auto extrication.

Two members attended Flashover Recognition Training in Central Elgin through the Elgin County Regional Fire School.

An officers meeting was held, with various items on agenda including recruitment and training.

Fire Prevention

Participation in the Optimist Club of West Lorne's Santa Clause Parade.

Other Activities/Information

Recruits completed agility testing and are attending in-house training. Most recruits will be attending NFPA 1001 in Elgin with a January 2022 start.

39

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Monthly Activity Report - November 2021 - 2021-24-Fire.docx
Attachments:	
Final Approval Date:	Dec 13, 2021

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jeff McArthur, Fire Chief**
Date:	2021-12-16
Report:	2021-025
Subject:	**Elgin County Fire Communications System – System Support Agreement**

Recommendation:

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: Elgin County Fire Communications System Support Agreement; and

That West Elgin Council hereby authorize the Mayor and Clerk to sign the Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment to renew the System Support Agreement with Bearcom Communications, as presented in the By-Law portion of the Agenda.

Purpose:

To inform Council of the System Support Agreement renewal for the Elgin County Fire Communications System and to advise of potential upcoming system replacement costs.

Background:

The Elgin County Fire Communications System was installed in 2015, with installation costs and maintenance costs being divided up among the Elgin County Municipalities. The City of St. Thomas has a separate fire communications system. The previous three-year contract for Bearcom Communications, formally Spectrum Communications, expired on November 30, 2021 and is therefore due for renewal.

The monthly fee has been reduced from $4,500 to $3,800 per month, which will provide savings in the short term. As the system is aging, equipment replacement costs are expected to be incurred over the next few years including battery replacements at each tower site in the short term.

The Elgin County Chiefs discussed the agreement at a recent meeting with a consensus to renew this contract, with intent to have a third-party evaluation completed on the system in the next 12-24 months to assist with determining equipment replacement needs.

Financial Implications:

The monthly fee has been reduced; however, equipment replacement costs are expected over the next few years. It is recommended that funding is placed into a communications reserve for future anticipated upgrade costs.

Report Approval Details

42

Document Title:	Elgin County Fire Communications System - System Support Agreement - 2021-25-Fire.docx
Attachments:	
Final Approval Date:	Dec 13, 2021

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jeff McArthur, Fire Chief**
Date:	2021-12-16
Report:	2021-26
Subject:	**Surplus Vehicles**

Recommendation:

That West Elgin Council hereby declares surplus to Municipal needs the Municipally owned Fire Command Trailer and GMC Vandura; and

That West Elgin Council hereby authorizes the disposition of these assets by public auction on Gov Deals website; and

That West Elgin Council direct the proceeds of the sale are placed in fire department reserves.

Purpose:

To inform Council of equipment that is underutilized and is considered surplus to the fire department; and to seek approval to declare two vehicles surplus.

Background:

A Wells Cargo Enclosed Trailer was purchased around 2001 by the Rodney Firefighter's Association and used by the Association for various uses, including transportation of the antique fire truck. Over the past several years there has been various work completed to the trailer, including utilizing funding to have a Command Centre workstation and radio installed. Most recently, outside of holiday decorative purposes, the trailer has not been used. There have been various discussions regarding potential future use of the trailer including transformation into a more practical rehab trailer. At the most recent WEFD officers meeting, the consensus was that although different ideas have been discussed about utilizing the trailer over the past few years, none have gained much interest and the trailer should be declared surplus.

In 1990 the West Lorne Fire Department purchased a GMC Vandura Rescue Van. It was purchased by the Town of West Lorne, with the West Lorne Firefighter's Association contributing some funds. The Van has also been utilized for various purposes over the years but is also considered underutilized. Currently it is used occasionally for equipment and/or training transportation but is not an active response apparatus. It's not considered to be practical for transportation of firefighters to training outside of the Municipality as it only can carry two firefighters, so for most courses, mileage costs for personal vehicles are still incurred. A vehicle, or shared use vehicle, for firefighter and equipment transportation could be considered in future budget planning.

Financial Implications:

While the listing price of the vehicles hasn't been determined, WEFD officers and firefighters asked that staff ensure that any funds from the sale of these surplus vehicles be kept in fire department reserves for future equipment purchases.

Policies/Legislation:

1.2 Purchasing Policy and Procedure

Report Approval Details

Document Title:	Surplus Vehicles - 2021-26-Fire.docx
Attachments:	
Final Approval Date:	Dec 14, 2021

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jana Nethercott, Clerk**
Date:	2021-12-16
Subject:	**Appoint Engineer – Major Improvement for Flemming Drain**

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Appoint Drainage Engineer – Major Improvement for Flemming Drain; and

That West Elgin Council hereby appoints Spriet's & Associates to prepare an Engineers Report for a Major Improvement for the Flemming Drain under Section 78 of the Drainage Act

Purpose:

To provide Council with the request for Major Improvement under Section 78 of the Drainage Act, filed by Marijn Fleuren for the Flemming Drain, as shown on the attached map.

Background:

Notice of request for Major Improvement to the Flemming Drain was filed with the Municipality on December 8, 2021. The Lower Thames Conservation Authority waived their right to request an environmental approval on December 9, 2021.

Policies/Legislation:

Drainage Act

Related Documents:

Notice of Request for Major Improvement
Location map

Ontario ☥

Ministry of Agriculture, Food and Rural Affairs

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: Flemming 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:

Built in 1966 tiles are failing in multiple locations throughout the drain and work is required on this drain annually. Drain may require upsizing and deepening, plan on following the same course of the drain.

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 6 S Pt Lots 3 & 4

Ward or Geographic Township	Parcel Roll Number
Aldborough	020-5200

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)
Fleuren Marijn	*(signature)*	2021/12/08

Enter the mailing address and primary contact information of property owner below:
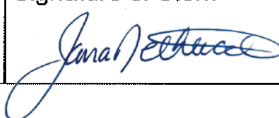
Last Name Fleuren	First Name Marijn	Middle Initial

Mailing Address

Unit Number	Street/Road Number 20591	Street/Road Name McDougall Line		PO Box
City/Town Rodney		Province ON		Postal Code N0L 2C0
Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)		

To be completed by recipient municipality:

Notice filed this ___8th___ day of ___December___ 20 _21_

Name of Clerk (Last, First Name) Nethercott, Jana	Signature of Clerk *(signature)*

Flemming Drain

HWY 401

MCDOUGALL LINE

HOSKINS LINE

BLACKS RD

DOWNIE LINE
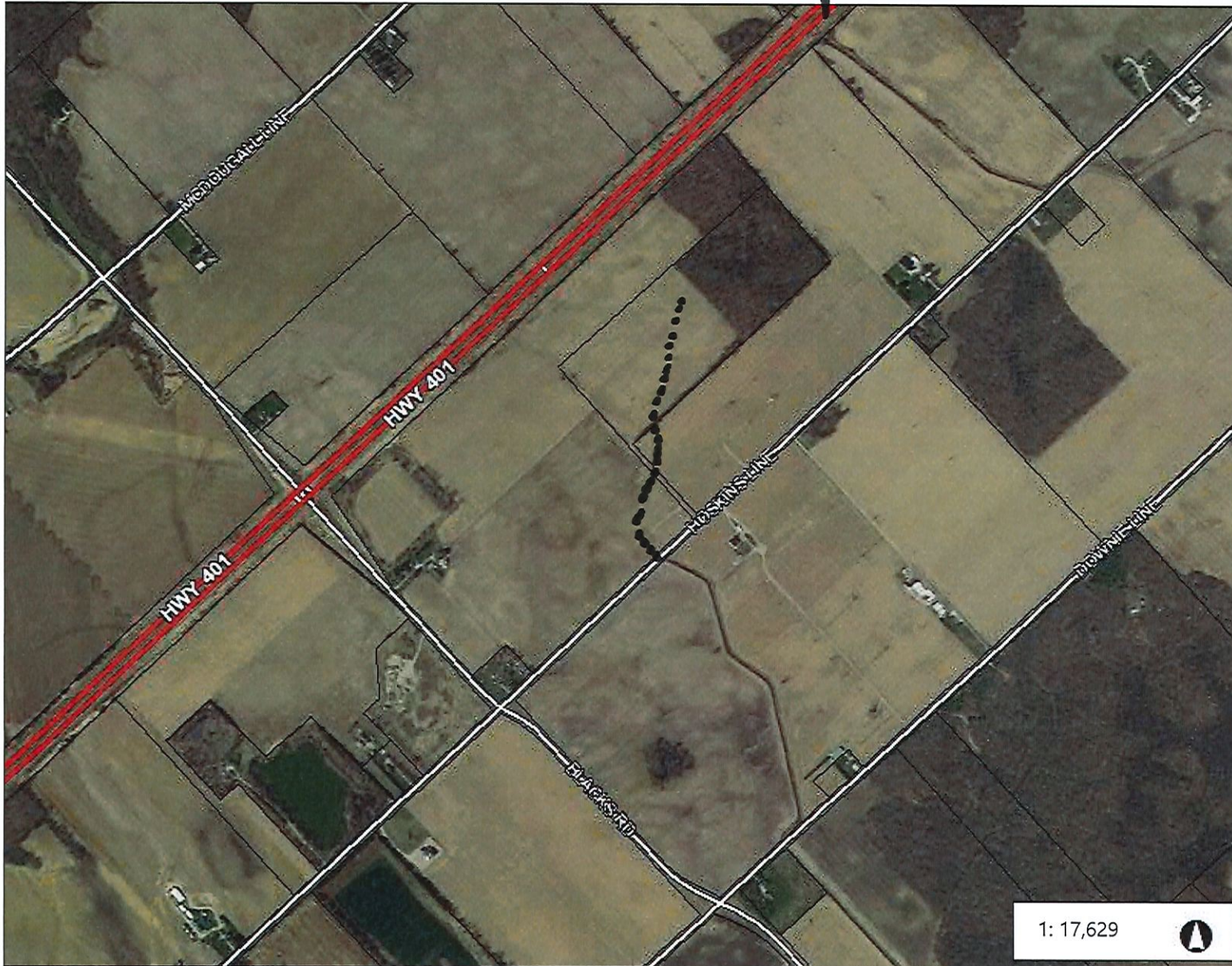
Legend

- ☐ Elgin County Parcels
- ☐ Boundary
- ▬ Elgin Road Network
- ▬ Elgin Road Network
- ▬ Elgin Road Network
- ☐ Lagoons
- World Imagery

Constructed in 1966
tiles are failing
need to be repaired
in different spots
every year.

1: 17,629

0.9   0   0.45   0.9   Kilometers

WGS_1984_Web_Mercator_Auxiliary_Sphere
© Latitude Geographics Group Ltd.

This map is a user generated static output from an Internet mapping site and is for
reference only. Data layers that appear on this map may or may not be accurate,
current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	Council Meeting
From:	**Lee Gosnell, Manager of Operations & Community Services**
Date:	2021-12-16
Subject:	**Monthly Operations Update – November 2021**

Recommendation:

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

Purpose:

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

Background:

Utilities

- Staff completed a water service leak repair on Dunborough Road.
- Utilities Supervisor worked closely with PV Excavating during the installation of water main along Gray Line to service Lighthouse development.
- Crews repaired two curb stops in Rodney
- Above normal locate requests were received in November as staff had to re-locate Furnival Road between Rodney and Port Glasgow for fibre installation.
- Staff continue to work through a list of needed repairs to fix water read reporting errors.
- Utilities staff completed minor building maintenance activities including the replacement of a large grease trap in the West Lorne complex kitchen which had become plugged.
- Hydrant repair was finally completed on the NW corner of Graham Road and Talbot Line in Eagle.

Public Works

- Crews completed a tile installation project along McMurchy Line to service a road basin which did not have a proper outlet.
- Restoration of lawns at the corner of Elm and Ridge Streets in West Lorne where tile work was completed in October.
- Minor ditching and installation of a new entrance culvert on Graham Road south of Carroll Line.
- Minor ditching and culvert replacement on Fleming Line west of Furnival Road.
- Spriet & Associates completed inspection on Fleming Line bridge to assess the extent of bridge deck delamination. Money will be allocated for repairs in the 2022 budget.
- Ditching on Crinan Line to alleviate road washing issues.

- Sink hole investigated along Furnival Road south of Thomson Line and temporary repairs were made to a rotten culvert pipe. Information was forwarded to Elgin County for consideration in their 2022 capital budget.
- Basin maintenance performed by municipal staff and contractor
- Winter sand received at the municipal yard, blended with salt and stockpiled.
- The first snowfall arrived on November 27 and staff/equipment were ready. Operators worked Saturday night and again early Sunday morning to complete cleanup.
- Grading and dragging of gravel roads continue as weather permits. Frequent rain events have made fall grading very challenging this year.
- PW staff provided traffic control for Remembrance Day services and the West Lorne Santa Parade, as well as decorating a snowplow for parade day.
- The Rodney reconstruction project wrapped up for 2021, with completion scheduled for spring of 2022.
- Emergency slope repair was also completed by Elgin County on Talbot Line east of Furnival Road.
- Regular duties such as landfill operations, sign maintenance and patrolling continued throughout the month.

Parks and Recreation

- Staff cleaned, winterized and stored their mowing equipment and finished preparing winter equipment for sidewalk maintenance.
- Staff set up chairs, sound system along with all other associated equipment for the Remembrance Day services held on November 7th and 11th.
- Christmas decorations were put up in West Lorne in advance of the Optimist's Santa Claus Parade on November 26th.
- A full schedule continued at the West Elgin arena during the month of November. Screening for vaccination status is still being completed by a third-party security company which has been running smoothly to date.
- Drennan Refrigeration was at the arena to complete descaling of the condenser and cooling water system, which is part of the preventative maintenance program.
- The final outdoor nature walks in Joe's bush wrapped up in November and indoor walking started at the Recreation Centre in Rodney
- Final plans were made for the Rodney Night Market event to be held on December 4th. This will involve both recreation and public works departments.
- Advertising for the Holiday Decorating contest was prepared. Judging will take place on December 16th and 17th, which winners in each category being announced the following week.
- Indoor programming at the Recreation Centre is running smoothly and a municipal recreation survey has been prepared for release in early December.

Report Approval Details   52

Document Title:	Monthly Operations Update - November 2021 - 2021-61-Operations Community Services.docx
Attachments:	
Final Approval Date:	Dec 13, 2021

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Lee Gosnell, Manager of Operations & Community Services**
Date:	2021-12-16
Subject:	**Gilbert Street Truck Route**

Recommendation:

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

That West Elgin Council hereby directs staff to _____

Purpose:

The purpose of this report is to provide Council with options for truck access to industrial lands on the west side of Finney Street in West Lorne

Background:

West Elgin Council recently received a letter from residents of Gilbert Street regarding possible increase in truck traffic due to a new commercial truck entrance on Gilbert Street west of Finney Street. While this new access has not been used to date, the owner has confirmed plans to use it for outbound truck traffic beginning sometime in 2022. This would amount to 5-7 transports leaving the facility daily (Monday – Friday) between the hours of 7:30am to 4:30pm. Currently, all trucks entering/exiting the plant use Jane Street between Graham Road and Finney Street.

While this is the largest business within this area, there are also smaller businesses which require daily deliveries, a yard/garage for local school buses and a large warehouse which relies on transport trucks for pickup/delivery. Staff feels the need for commercial access to this area will increase due to change of use and future development. In order to facilitate this growth, a long-term strategy must be developed to manage this additional traffic in a safe and efficient manner.

Staff completed field survey work to identify existing conditions, including pavement width/condition, turning radius of all affected intersections and traffic flow patterns (both present and projected). Also noted is the by-law which was created after the bus barn was built in/about 2004 to restrict school buses from using Gilbert, Anne or Fredric Streets, forcing them to travel the full length of Finney to Jane, then east to Graham Road. This by-law was created in response to concerns regarding elevated traffic levels on residential streets in the area at that time.

Staff compared the trip of 2 commercial vehicles leaving the west end of Gilbert Street on route to Highway 401, which is the likely path of travel in most cases.

1. Truck One (Gilbert – Graham) would travel a total distance of 320 meters, stop at 2 STOP signs and make 1 left hand turn. On route, it would pass the front/side yard of 4 businesses and 11 residential homes.
2. Truck Two (Gilbert – Finney – Jane – Graham) would travel 610 meters, stop at 4 STOP signs and make 1 right/2 left hand turns. On route, it would pass the front/side yard of 7 businesses and 10 residential homes.
   In addition, truck 2 would then travel north along Graham Road for 300 meters, passing 2 more businesses and 13 more homes before meeting up with truck 1 at the corner of Graham and Gilbert. This trip extends the distance travelled by 3 times and more than doubles the number of properties affected.

Based on current commercial use, and data outlined above, it would suggest that Gilbert Street could be the best option (currently) for access to commercial lands west of Finney. If selected, additional roadside features such as sidewalk and enhanced street lighting should be considered between Graham Road and Finney Street.

Alternatively, there may be a third option which could provide a long-term solution to commercial traffic in this area, even with future growth. The Finney Street right of way is split north of the bus barn by property known as 294 Graham Road. It continues north of this property and then east, to finally connect with Graham Road just north of the village limit. This is currently a gravel road which services 1 home and Southwest Middlesex's water pump station. If a 20 square meter piece of property could be obtained from the adjacent landowner, a new 250-meter section of road could be built, which would connect the north end of Finney Street directly to Graham Road. This would reduce truck traffic on Graham Road within the village limits and the adjacent residential streets. As in earlier scenarios, a truck leaving the west end of Gilbert would travel 590 meters, stop at 2 STOP signs and make 1 right/2 left hand turns. On route, it would pass the front/side yard of 5 businesses and 3 houses. Unlike the other trips, this scenario would see the truck connect with Graham Road outside of the village limits.

Financial Implications:

Financial impacts of option 1 and 2 over the **short-term** would be minimal, with the addition of added regulatory and directional signage estimated below $5000.00. However, **Long-term** costs including street reconstruction, sidewalks and lighting for either of these two options is estimated to exceed $100,000.00.

Option 3 would be the most expensive, at an estimated cost of $250,000.00, but would result in a dedicated entrance to this commercial section of West Lorne which will be designed with commercial traffic in mind. After reviewing all data and consulting with the County Engineering Department, staff feel option 3 should be further investigated for cost and feasibility before a final decision is made.

Report Approval Details

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Document Title:	Gilbert Street Truck Route - 2021-62-Operations Community Services.docx
Attachments:	- 3 Route Options for Commercial Traffic Accessing Industrial Lands West of Finney Street.pdf
Final Approval Date:	Dec 14, 2021

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

Jana Nethercott

3 Route Options for Commercial Traffic Accessing Industrial Lands West of Finney Street
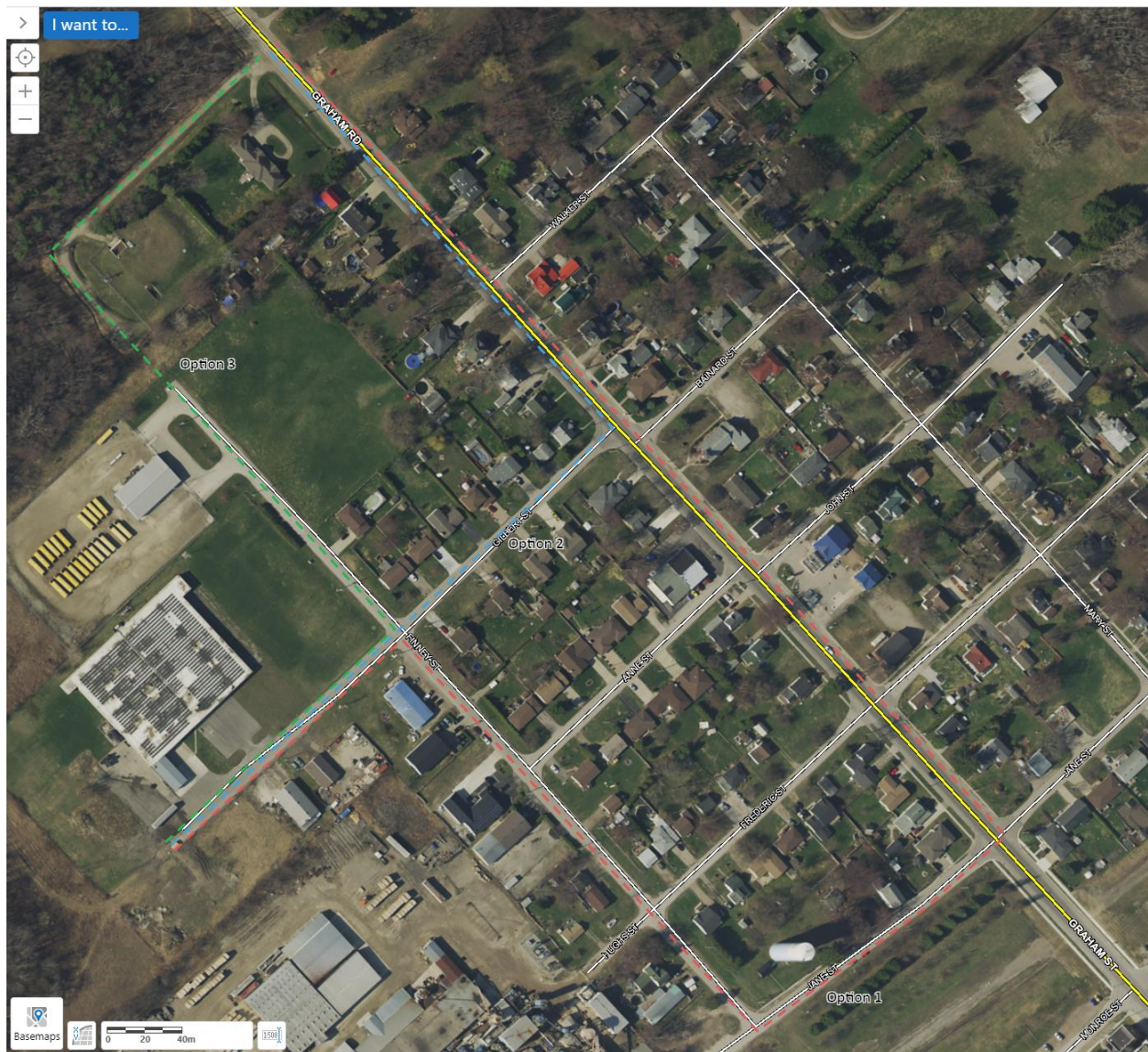
Staff Report

Report To:	**Council Meeting**
From:	**Jana Nethercott, Clerk**
Date:	2021-12-16
Subject:	**Joint Multi Year Accessibility Plan 2021-2026**

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Joint Multi Year Accessibility Plan for 2021 to 2026; and

That West Elgin Council hereby adopt the attached Elgin County and Local Municipal Partners Joint Multi-Year Accessibility Plan.

Purpose:

The purpose of this report is to provide Council with the Elgin County and Local Municipal Partners Joint Multi-Year Accessibility Plan for 2021-2026 and have Council adopt this plan for West Elgin.

Background:

Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and O'Reg 191/11 Integrated Accessibility Standards Regulation (IASR*)* (Section 4.1) requires that all designated public sector organizations shall establish, implement, maintain and document a multi-year accessibility plan which outlines the organization's strategy to prevent and remove barriers and meet its requirements under the regulation; post the accessibility plan on their website and provide the plan in an accessible format upon request and review and update the accessibility plant at lease once every five years.

The County of Elgin Accessibility Co-Ordinator, County CAO's and Elgin County local municipal Clerk's have been working together on this plan for the past year and it has recently been endorsed by the Joint Accessibility Advisory Committee and Elgin County Council.

In order to be in compliance with legislation, each local municipality is also required to adopt this plan formally.

Policies/Legislation:

Accessibility for Ontarians with Disabilities Act, 2005 (AODA)
O'Reg 191/11 Integrated Accessibility Standards Regulation (IASR)

ELGIN COUNTY AND LOCAL MUNICIPAL PARTNERS JOINT MULTI-YEAR ACCESSIBILITY PLAN 2021-2026

Table of Contents

Introduction

Message from the Chief Administrative Officers

On behalf of the Municipalities of Bayham, Central Elgin, Dutton Dunwich, West Elgin, Aylmer, Malahide, Southwold, and the County of Elgin, we are pleased to present the 2021-2026 joint Multi-Year Accessibility Plan (MYAP). This plan will act as a guide for the next 5 years, outlining our accessibility progress, goals and timelines.

The MYAP was created in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and the O.REG 191/11 Integrated Accessibility Standards Regulation. We are proud of our accomplishments under our previous MYAPs, and look forward to continuing to support accessibility initiatives and projects in our community.

The plan demonstrates our commitment to identifying, removing and preventing barriers for persons with disabilities through accessibility planning, collaboration with the community, and implementation of our accessibility goals and initiatives.

The plan was developed by incorporating feedback from the public, community members with disabilities, and the Joint Accessibility Advisory Committee. The feedback helps to ensure that the goals we have set out in the plan meets the expectations of the members of our community.

We would like to take this opportunity to thank all that were involved in the creation of this plan, and for the ongoing efforts of the Joint Accessibility Advisory Committee in furthering our accessibility goals across the County of Elgin.

Through continuous achievements in accessibility, the County of Elgin and our seven Local Municipal Partners will continue to work towards providing an accessible and equitable environment, and community that encourages inclusion of all of its diverse members. In doing so, we are taking the steps necessary to support the Provincial Government's plan to make Ontario fully accessible by 2025.

Sincerely,

Thomas Thayer, CAO
The Municipality of Bayham

Andy Grozelle, CAO
The Town of Aylmer

Paul Shipway, CAO
The Municipality of Central Elgin

Adam Betteridge, CAO
The Township of Malahide

Heather Bouw, CAO
The Municipality of Dutton Dunwich

Lisa Higgs, CAO
The Township of Southwold

Magda Badura, CAO
The Municipality of West Elgin

Julie Gonyou, CAO
The County of Elgin

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Executive Summary

In accordance with the Accessibility for Ontarians with Disabilities Act (AODA), the County of Elgin and its Local Municipal Partners (LMP) have created a Joint Multi-Year Accessibility Plan, which builds on the accomplishments of the previous MYAP plans.

The County and its LMPs continue to maintain compliance with the requirements under the AODA and the Integrated Accessibility Standards Regulations (IASR). This plan acts as an accessibility road map, detailing key initiatives and progress made, as well as goals and timelines to be achieved over the next 5 years. It demonstrates the commitment made to identifying, removing and preventing barriers for people with disabilities. It is designed to create a more accessible and inclusive community.

The plan is available online at the County of Elgin's website, as well as on all of the Local Municipal Partner websites, and it is made available in an alternative format and/or with communication supports, upon request.

Statement of Commitment

The County of Elgin, along with its Local Municipal Partners are committed to creating and maintaining a barrier-free County where everyone can live, work and play. This Joint Multi-Year Accessibility Plan, spanning from 2021 to 2026, will act as a roadmap on our journey to meeting the Province's mandate of a fully accessible Ontario by 2025.

This commitment of removing barriers that prevent people with disabilities from accessing our goods, services and facilities was made through a streamlined, collaborative approach in an effort to realize efficiencies from both a planning and reporting perspective. Elgin County, along with its 7 Local Municipal Partners, are committed to ensuring equal access and participation for people with disabilities.

We are committed to treating people with disabilities in a way that allows them to maintain their dignity and independence. We are dedicated to meeting the needs of people with disabilities in a timely manner. We will do so by removing and preventing barriers to accessibility and by meeting, and where possible exceeding, our accessibility requirements under Ontario's accessibility laws.

Elgin County's Previous Multi-Year Accessibility Plan

The County of Elgin's previous Multi-Year Accessibility Plan was created and approved by County Council in 2015 spanning to the end of 2020. During this time period, The County of Elgin filed Accessibility Compliance Reports on a bi-annual basis to the Ministry for Seniors and Accessibility (formerly the Accessibility Directorate of Ontario). These reports were filed in 2015, 2017 and 2019, and were all under full compliance with the Accessibility for Ontarians with Disabilities Act (AODA).

The previous Multi-Year Accessibility Plan, unlike the 2021-2026 iteration, focused only on accessibility initiatives at the County level. Further, under the previous model each Local Municipality was required to create their own Plan while preparing Annual Accessibility Status Reports to their respective Councils. In looking forward to the opportunity of renewing the Multi-Year Accessibility Plan, County staff wanted to take the opportunity to streamline the annual reporting process, while also creating a truly collaborative **Joint** Multi-Year Accessibility Plan.

Accessibility for Ontarians with Disabilities Act

The structure of the Joint Multi-Year Accessibility Plan is based upon requirements outlined under the [Accessibility for Ontarians with Disabilities Act](#) (AODA). The AODA came into effect in 2005 with a goal to make the Province of Ontario fully accessible to all by 2025. The AODA is a law that sets out a process for developing and enforcing accessibility standards.

Ontario is the first province and one of the first jurisdictions in the world to enact specific legislation establishing a goal and time-frame for accessibility. It is also the first jurisdiction to legislate accessibility reporting and to establish standards in areas like employment, transportation and the design of public spaces.

These standards fall under the [Integrated Accessibility Standards Regulation O. Reg 191/11](#) (IASR). The IASR are laws that government, businesses non-profits and public sector organizations must follow to become more accessible and provide barrier-free service delivery.

Every 3 years the Accessibility for Ontarians with Disabilities Act is reviewed by an individual appointed by the Provincial government. In 2017, the Honorable David C. Onley was selected to undertake this review. Over the course of 2018, Mr. Onley held public consultations across the Province interviewing a wide array of individuals living with disabilities, as well as those working in the realm of accessibility. In 2019, Mr. Onley put forward 15 recommendations to the Minister of Seniors and Accessibility. With the goal of a fully accessible Ontario by 2025 quickly approaching, it is apparent that we as a Province are a far-cry from this 2005 vision. There is work to be done across all sectors: public, not for profit and private. For those interested in where to read more about the 15 recommendations made, visit: [2019 Legislative Review of the Accessibility for Ontarians with Disabilities Act, 2005](#).

Progress has certainly been made across all of these sectors with work still to come in the lead-up to and beyond 2025. As designated public sector leaders, the County of Elgin, along with its Local Municipal Partners have important roles to play in making continual and significant improvements relating to accessibility, not only in our built environments, but also in the way we deliver our day-to-day services to our residents.

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This Joint Multi-Year Accessibility Plan will act as our roadmap towards a fully accessible Ontario for all.

Joint Accessibility Advisory Committee

The Joint Accessibility Advisory Committee (JAAC) is a public committee that is comprised of people with disabilities, members of the community who are actively involved in a disability related profession or are caregiver for a person with a disability, and staff members from the County of Elgin and Municipality of Central Elgin. Advisory Committee's are only required for municipalities with a population of 10,000 or more. The JAAC meets on a quarterly basis and the majority of the committee is represented by people with disabilities. The purpose of the committee is to provide advice to Councils on the removal and prevention of barriers, consult on the accessibility of buildings, structure or premises, the Multi-Year Accessibility Plan, site plans and drawings, and the implementation of accessibility standards and reports.

Accessibility Coordinator

The Accessibility Coordinator looks after accessibility in Elgin County, and collaborates with its Local Municipal Partners on accessibility initiatives. The Accessibility Coordinator provides consultation on accessibility related projects. The Accessibility Coordinator is responsible for overseeing the implementation of accessibility standards for the corporation as well as providing ongoing training. Further, the Accessibility Coordinator works to identify accessibility issues, needs, resources and opportunities for integrated accessibility planning to ensure best practices are being implemented.

The Accessibility Coordinator acts as the main point of contact for accessibility related concerns across the County. Questions or concerns can be brought to the attention of the Accessibility Coordinator via the Accessible Feedback Form or by directly contacting them via email or phone (see the **Contact Information** section of the plan for details).

Plan Coordination and Implementation

Elgin County supports the goals of the AODA, which seeks to meet Ontario's vision to make the province accessible by 2025. The County strives to be more accessible and inclusive for people with disabilities, and to ensure that accessibility measures are undertaken throughout all facilities and business operations. Accessibility is an integral part of all County initiatives, business practices, boards, committees, departments and divisions. The County of Elgin and all participating Local Municipal Partners are committed to fulfilling the accessibility requirements under the AODA and IASR.

The County's Accessibility Coordinator is responsible for the development of this plan, in consultation with the Joint Accessibility Advisory Committee, the public and persons with disabilities. All staff have a role to play in identifying, removing and preventing

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barriers. Employees who are engaged and knowledgeable are able to incorporate accessibility considerations into their daily business practices.

The public and persons with disabilities were consulted via an online survey regarding the establishment, reviewing and updating of the Joint Multi-Year Accessibility Plan. 48% of respondents were persons with disabilities. Questions were asked pertaining to the County and all Local Municipal Partners concerning topics on:

- Use of service animals and support persons in County or LMPs facilities
- Barrier-free accessible feedback process and inclusive customer service
- Requesting accessible formats and communication supports
- Accessible and barrier-free websites and web content
- Barrier-free recruitment process and accommodations
- Barrier-free public spaces, accessible parking and accessible pedestrian signals
- Assurance of barrier-free municipal-owned facilities
- Accessible barrier-free transportation services (West Elgin)

Feedback was incorporated and taken to the Joint Accessibility Advisory Committee (JAAC) to be reviewed and revised. Once the review by the JAAC and incorporation of feedback was completed, the final Joint MYAP was presented to Council for approval.

The final version of the MYAP approved by Council will be available on the County of Elgin and Local Municipal Partners websites for the public to access. The MYAP is available in an accessible format and/or with communication supports, upon request.

Participating Municipalities

The Municipality of Bayham	56169 Heritage Line, PO Box 160 Straffordville, ON N0J 1Y0
The Municipality of Central Elgin	450 Sunset Drive, St. Thomas, ON N5R 5V1
The Municipality of Dutton Dunwich	199 Currie Road, Dutton, ON N0L 1J0
The Municipality of West Elgin	22413 Hoskins Line Rodney, ON N0L 2C0
The Town of Aylmer	46 Talbot Street West, Aylmer, ON N5H 1J7
The Township of Malahide	87 John Street South, Aylmer, ON N5H 2C3
The Township of Southwold	35663 Fingal Line, Fingal, ON N0L 1K0

Accountability: Evaluation, Reporting & Compliance

The success of a Joint Multi-Year Accessibility Plan of this nature relies on having clear and transparent methods of evaluating and reporting progress.

As laid out in the Integrated Accessibility Standards Regulation (IASR), designated public sector organizations are required to report to their respective Council's on an annual basis in the form of Annual Accessibility Status Report highlighting any achievements relating to accessibility they have realized in the previous year. In this instance, where Local Municipalities are participating in a Joint Multi-Year Accessibility Plan, the Annual Accessibility Status Report will be presented to County Council and circulated following its receival and filing to all Local Municipal Council. These Annual Accessibility Status Reports are publicly available on the County's and LMPs websites.

Further, on a bi-annual cycle, all designated public sector organizations are required to file Accessibility Compliance Reports with the Ministry for Seniors and Accessibility. These Accessibility Compliance Reports come in the form of a fillable PDF, requesting specific information on how the organization is meeting is requirements under the AODA as well as the IASR. It is recognized that those in non-compliance with the requirements of the AODA and IASR may be subject to administrative penalties.

Like the Annual Accessibility Status Reports, the Accessibility Compliance Reports follow an open-government model and are made publicly available for residents to view and provide feedback on.

This Joint Multi-Year Accessibility Plan will be reviewed at least once every five years.

Overview of IASR Requirements

Part I – General Requirements

Overview

General Requirements section of the IASR requires the County and LMPs to:

- Implement and maintain policies governing how the organization achieves or will achieve accessibility by meeting its requirements under the AODA and the IASR
- Include a statement of organizational commitment to meet the accessibility needs of persons with disabilities in a timely manner in their policies
- Establish, implement, maintain and document a Multi-Year Accessibility Plan, which outlines the organization's strategy to prevent and remove barriers and meet its requirements under the IASR
- Incorporate accessibility design, criteria and features when procuring or acquiring goods, services or facilities, except where it is not practicable to do so

- Ensure that training is provided on the requirements of the accessibility standards referred to in the Integrated Accessibility Standards Regulation and on the *Ontario Human Rights Code* as it pertains to persons with disabilities

Part II – Information and Communications

Information and communications play an integral role in service delivery across all municipalities. It is imperative that information is shared in an accessible and barrier free manner, so that all residents can access information that may impact their day to day lives. It should be free of communication and technological barriers. The County and LMPs will follow Universal Design principles and best practices when developing, implementing and maintaining information and communication strategies. This includes websites, print communications materials as well as face to face interactions.

<u>Overview</u>

The Information and Communications section of the IASR requires the County and LMPs to:

- Ensure processes for receiving and responding to feedback are accessible to persons with disabilities
- Provide or arrange for the provision of accessible formats and communications supports for persons with disabilities
- Provide emergency procedures, plans or public safety information in an accessible format or with appropriate communication supports
- Provide websites and web content conforming with the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA (live captioning and audio description are excluded from the accessible web requirements under the IASR)

Part III – Employment

The County of Elgin and LMPs are committed to ensuring the employment life-cycle (finding, getting and keeping a job) is as inclusive and barrier free as possible. Effective workplaces provide diverse, inclusive and accessible employment experiences. Accessible recruitment is a powerful tool, it improves our ability to communicate, brings more people together and increases our competitive advantage as to not overlook quality, qualified potential employees. Human Resources, in conjunction with hiring directors and managers will work to ensure the County and Local Municipal Partners provides prospective and current employees a barrier-free employment process.

<u>Overview</u>

The Employment section of the IASR requires the County and LMPs to:

- Ensure the recruitment, assessment and selection process is accessible and barrier-free

- This includes notifying job applicants, when they are selected to participate in an assessment or selection process that accommodations are available upon request
- Notify successful applicants of our policies for accommodating employees with disabilities
- Provide accessible formats and communication supports for employees required to perform the employees job including information that is generally available to employees in the workplace
- Provide Workplace Emergency Response Information to employees who have a disability
- Provide documented Individual Accommodation Plans for employees with disabilities
- Develop and have in place a Return to Work process for employees who have been absent from work due to a disability
- Consider performance management, career development and advancement and redevelopment for employees with disabilities

Part IV -Transportation

This section applies only to the Municipality of West Elgin. The Municipality is dedicated to providing barrier free accessible transportation. The IASR put in place the Transportation Standard with a goal of making it easier for everyone to travel. Designing a transit system that provides universal access enables people with disabilities to have more transportation options and allows them to fully participate in the community of West Elgin. The Four Counties Community Transportation service recognizes the diverse needs of all its riders and will respond by striving to provide services that are accessible to all. The Municipality of West Elgin ensures that accessibility features and criteria are accounted for as it relates to the design, procurement of goods, services and facilities, and makes available all information pertaining to accessible equipment, accessibility features of the vehicles, routes and services provided.

Overview

The Transportation Standard requires the Municipality to:

- Ensure universal access to specialized transportation provided by the Municipality, that considers the abilities of its passengers and provides accommodations as required
- Provide details on the accessibility equipment and accessibility features of vehicles
- Give notice when there is a disruption of services or non-functioning accessibility equipment and to take reasonable steps to accommodate people with disabilities, as well as ensuring accessibility equipment is repaired as soon as practicable

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- Provide training to employees, volunteers, third parties and all persons participating in providing transportation services in The Municipality of West Elgin
- Notify riders of appointment booking and client cancellation policies
- Provide a detailed Emergency Preparedness and Response plan that ensures drivers are prepared and the bus is equipped for emergency situations
- Permit riders to have services animals or support persons at no additional cost

Part IV.1 – Design of Public Spaces (Accessible Built Environment)

The County of Elgin and LMPs will strive to ensure that new facilities are designed and built with Universal Design principles in mind. The Joint Accessibility Advisory Committee reviews all new County and Local Municipal Partner facility projects to ensure they are meeting relevant legislative requirements, while also looking for opportunities to go above and beyond as it relates to barrier-free design.

The Integrated Accessibility Standards Regulation (IASR) Design of Public Spaces Standard (DOPS) works hand in hand with the Ontario Building Code to ensure all new buildings and public spaces are barrier-free. Ontario Building Code Section 3.8: Barrier-Free Design outlines design requirements for buildings including but not limited to barrier-free paths of travel, washrooms (including universal), accessible signage, doorways and ramps. The DOPS focuses on building exteriors and ensuring public spaces are easily accessible to everyone including those with disabilities.

Overview

The Design of Public Spaces Standard requires the County and LMPs to:

- Meet the technical requirements as outlined in Part IV.1 for:
    - Recreational trails and each access routes
    - Outdoor public use eating areas
    - Outdoor play spaces
    - Exterior paths of travel (outdoor sidewalks and walkways, ramps, stairs, curb ramps, depressed curbs, accessible pedestrian control signals, rest areas)
    - Off-street accessible parking
    - Service counters, fixed queuing guides and waiting areas
- Meet the consultation requirements as outlined in Part IV.1 for:
    - Recreational trails
    - Outdoor play spaces,
    - On-street parking
    - Rest areas
- Consultation is required with the general public, individuals living with disabilities as well as the Joint Accessibility Advisory Committee

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Part IV.2 Customer Service

The County and LMPs are committed to providing a universally accessible customer service experience to all of its residents. All members of the Elgin County and Local Municipal Partner communities will receive equitable and barrier-free customer service when interacting with municipal staff. All staff will receive training on how to provide exceptional customer service to all residents including those living with disabilities.

Overview

The Customer Service Standard requires the County and LMPs to:

- Implement and maintain policies governing its provision of goods, services or facilities, as the case may be, to persons with disabilities
- Ensure policies are consistent with barrier-free principles, providing goods, services or facilities in a manner that respects the dignity and independence of persons with disabilities
- Provide persons with disabilities equal opportunity to that of others to obtain, use and benefit from the goods, services or facilities provided by the County or LMPs
- Allow the use of service animals and support persons to enable persons living with disabilities to obtain, use or benefit from goods, services or facilities
- Provide timely notice of Temporary Service Disruptions by identifying the reason for the disruption, its anticipated duration and a description of alternative facilities
- Provide training on how to interact and communicate with persons with various types of disability, how to interact with persons with disabilities who use an assistive device or require the assistance of a service dog, how to use equipment or devices available on County or LMPs premises and what to do if a person living with a disability is having difficulty accessing goods, services or facilities
- Create processes for receiving and responding to feedback about the manner in which the County provides goods, services or facilities to persons with disabilities

County of Elgin
Part I – General Requirements

Progress

- County Accessibility Policy (HR 2.130) updated in November 2016 to address legislative changes to the Integrated Accessibility Standards Regulation (IASR) inclusive of an organizational commitment
- Elgin County's first Multi-Year Accessibility Plan created in 2015
- Annual Accessibility Status Reports created and presented to County Council yearly from 2015-2020
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2015, 2017 & 2019
- Ministry for Seniors and Accessibility file review audit in April 2018 stating full compliance
    - Audit included accessibility policies and procedures, training requirements, accessible formats and communication supports and feedback processes
- Joint Accessibility Advisory Committee Terms of Reference update in 2019 and was made available on the Accessibility page of the County's website
- Integrated Accessibility Standards Regulation & Ontario Human Rights Code training overhaul on the Moodle training platform in 2018
    - Updated training modules to reflect legislative changes and best practices. Training modules downloaded onto Elgin County Homes Surge Learning training platforms
- New Council orientation training provided to a number of Local Municipal Partner Council members in 2018
- County of Elgin Procurement Policy updated in 2020 to include appropriate accessibility related verbiage

Goals

- Accessibility Policy review and update to meet in precise detail requirements under the AODA and IASR while also including barrier-free best practices
- Look into recruiting new members to join the Joint Accessibility Advisory Committee from the County of Elgin or Municipality of Central Elgin
    - Discuss possibility of all LMPs having representation on the committee
- Continue to monitor ongoing and future IASR standards development review committee recommendations and possible legislative changes (mirror in respective policy updates and training updates as required)
    - Specific consideration given to the newly proposed Health Care Standard and how this might intersect with the long-term care portfolio of the County

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- Create short, job-specific training modules to complement the standard, general on-boarding accessibility training. Ensure enrolment process includes affiliated training modules based on hiring department
  - Employment standard focused training for Human Resources Staff & hiring managers
  - Design of public spaces & accessible design focused training for engineering & facilities staff
  - Procurement focused training for staff with purchasing authorization
  - Customer service focused training for front line staff
  - Information & communications training (specifically web accessibility focused) training for staff with authoring & upload authority for the County website
  - Transportation training available for any local municipalities who add a transportation service to their working portfolio
- Create Accessible Elections Guide template to be used by Local Municipal Partners for 2022 Municipal Election including information on:
  - Remote voting as well as in-person voting relating to the accessible built environment and customer service standards under the IASR
  - Customer service and accommodation support for staff
  - Candidate information on accessibility and advertisements

Timelines

Ongoing

- Monitoring ongoing and future potential updates to the IASR via Standards Development Committee Recommendations

2021-2023

- Accessible Elections Guide (Q1 2022)
- Accessibility policies and procedures review and update

2024-2026

- Job specific training modules

Part II – Information and Communications

Progress

- Website redevelopment in 2017 to WCAG 2.0 Level A compliance
- County Council Reports and PowerPoint templates created in 2019 to meet WCAG 2.0 Level AA requirements
- Administrative Services staff training on document accessibility in 2018 & 2019

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- Request for Accessible Formats and Communication Supports Procedure created in 2017
- Accessibility Feedback Procedure & Feedback Form updated in 2018

Goals

- Continue to work towards WCAG 2.0 AA compliance - with a particular focus on a website redevelopment and significant content review - PDF's / pages that can be removed or moved into HTML content
    - website scanning tool will significantly assist in leveraging analytics to identify pages that are rarely/ never being viewed
    - Utilize accessibility tools and third-party screening software to determine where remaining compliance issues are
- Following website redevelopment - develop robust accessible document training strategy for website content uploaders onto the County Site, including library staff
    - Provide template of training to LMPs to use to train staff
    - Develop guide for third parties on accessible documents (PDFs)
    - Update guide on how to create accessible Word and PDF documents
- Review and update Request for Accessible Formats and Communication Supports Procedure
- Provide guided or one-on-one training on maintaining website compliance and accessible documents as needed/as requested to County staff and LMPs

Timelines

2021-2023

- Redevelop website so it better meets the WCAG 2.0 Level AA requirements (2023)
- Provide in-depth training on maintaining accessibility on the website and creating accessible documents
    - Update existing training to ensure it adheres to industry best practices

2024-2026

- Review and update Request for Accessible Formats and Communication Supports Procedure

Part III – Employment

Progress

- All job postings let the public know that accommodations are available upon request during the recruitment process
- Accommodations in the Workplace Policy updated in 2014 to reflect legislative updates – encompassing vast majority of Employment standard requirements

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- Emergency Workplace Response for Employees with Disabilities Policy created in 2012

Goals
- Review and update Accommodations in the Workplace Policy to reflect industry best practices and include S.32 from the IASR "Redeployment"
- Review and update Emergency Workplace Response for Employees with Disabilities Policy to reflect industry best practices
- Create new Return to Work Process and Return to Work Plan for employees
- Update Human Resources Policy 3.10 "Hiring Procedure" and Human Resources Policy 3.20 "Posting, Advertising and Reporting" to include relevant recruitment, assessment and selection requirements under the IASR
- Update Human Resources Policy 4.80 "Performance Appraisal for all Staff" to include relevant sections of the IASR S. 30 "Performance management" and S. 31 "Career development and advancement"
- Continue to monitor potential changes to the Employment Standard under the IASR as a result of 2018 Standards Development Committee (SDC) review

Timelines
Ongoing
- Monitor potential changes to Employment standard from 2018 SDC Review

2021-2023
- Create new Return to Work Process and Return to Work Plan (2021)
- Review and update:
  - Accommodations in the Workplace Policy
  - Emergency Workplace Response for Employees with Disabilities

2024-2026
- Update Human Resources Policies 3.10, 3.20 and 4.80

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress
- Created:
  - Elgin County Accessible Playground Consultation Document
  - Elgin County Recreational Trails Consultation Document
  - Elgin county Accessible On-Street Parking Standard
  - Elgin County Rest Areas Consultation Document

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- All acting as design guidelines for Elgin County and local municipal partners including technical requirements, opportunities for best practices to go above and beyond compliance levels and incorporated consultations from members of the public, individuals living with disabilities as well as the Joint Accessibility Advisory Committee
- New Elgin County Provincial Offences Administration building built in 2018 - entirely barrier-free equipped with universal washroom and accessible court room
- Council approval for Main entrance project
- Elgin County Heritage Centre constructed in 2017 –equipped with designated accessible parking and universal washroom
- Secured funding under the Enabling Accessibility Fund in the form of $100,000 in 2020 for a new universal washroom in the County Administration Building basement
  - providing fully barrier-free washroom facilities for the first time on this floor level for staff and members of the public
- Installed adult sized change table in Shedden Library in 2018
- County Administration Building Accessibility Lift Procedure created in 2016
- Accessible Maintenance Procedure created and attached as **Appendix A**

Goals

- Create Service Counter Design Guidelines including mobility device friendly access to be shared with Local Municipal Partners
  - Consider placement and location of information, signage, brochures etc.
- Create Universal Washroom Emergency Call Button Alarm Procedure for all County facilities equipped with universal washrooms
- Continue to monitor potential funding opportunities for the built environment relating to accessibility under the Enabling Accessibility Fund, Ontario Trillium Foundation, Canadian Tire Jumpstart, Investing in Canada Infrastructure Program at both the County and Local level
- Create Facility Accessibility Audit Standards spanning across all County of Elgin facilities including the Administration Building, Heritage Centre, POA Building, all County long-term care homes and County library facilities
  - Implement a Facility Audit Schedule outlining how often County facilities should be reviewed
  - Develop design standards in line with Integrated Accessibility Standards Regulation (IASR) as well as Ontario Building Code (OBC) requirements for the accessible built environment outlining areas of improvement for all County facilities

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- o Alternatively adopt a commonly used municipal Accessibility Design Standards document to base these audits off of (see City of Guelph Facility Accessibility Design Manual, City of London Facility Accessibility Design Standards etc.)
  - o Use these tools to inform barrier-free facility improvement recommendations
- Incorporate barrier-free transportation initiatives and infrastructure in the future Elgin County Transportation Master Plan
- Administration Building renovation project:
  - o Elevator project projected to start in November 2021

Timelines

Ongoing

- Monitor potential funding opportunities for the accessible built environment
- Monitor timing and implementation for Elgin County Transportation Master Plan

2021-2023

- Service Counter Design Guidelines
- Universal Washroom Emergency Call Button Alarm Procedure
- Accessible elevator project in County Administration Building (2021-2022)

2024-2026

- Facility Accessibility Audit Standards

Part IV.2 Customer Service

Progress

- Complete overhaul of the on-boarding accessibility training across the corporation, creating new accessibility module including customer service best practices
- County Accessibility Policy (HR 2.130) updated in November 2016 providing appropriate requirements as it relates to the Customer Service Standard
- Created Accessibility Feedback Procedure and Accessibility Feedback Form (2018)
- Created Accessibility Training Procedure (2017)
- Created Service Animals in the Workplace Procedure (2017)
- Created Assistive Device Procedure – Administration Building lift (2017)
- Created Support Persons Procedure (2017)
- Temporary Service Disruptions Procedure created and attached as **Appendix B**

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Goals

- Accompanying the goals laid out in the General Requirements Section as it relates to job specific training, create a customer service focused training module for all County staff to complete in addition to the standard on-boarding accessibility training
- Review and update Service Animals in the Workplace Procedure to reflect new industry best practices
- Review Accessibility Feedback Procedure and Form to ensure it is in-line with Corporate Communications Strategy moving forward
- Ensure Temporary Service Disruption Procedure is included in communications related on-boarding training
- New platform lift installed in Old South elevator shaft to ensure rear entrance remains accessible after completing Administrative Building Renovations

Timelines

2021-2023

- Customer service focused training module
- Review and update Service Animals in the Workplace Procedure
- Ensure Temporary Service Disruption Procedure is included in communications related to on-boarding training
- Updated Administration Building Lift Procedure when Administration Building Project is complete

2024-2026

- Review Accessibility Feedback Procedure and Form

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Municipality of Bayham
Part I – General Requirements

Progress

- Municipality of Bayham adopted a Multi-Year Accessibility Plan in 2015, applicable for 2015-2020
- An update to the Multi-Year Accessibility Plan was completed in 2018.
- Annual Status Report for 2020 on the Municipal website
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2015, 2017 & 2019
- Council orientation training provided to Bayham Council in 2018

Goals

- Work with Elgin County on an Accessible Elections Guide for the 2022 Municipal and School Boards Election
- Work with Elgin County and other Elgin County lower-tier municipalities on a Joint Elections Plan, if deemed applicable
- Continue to monitor ongoing and future IASR standards development review committee recommendations and possible legislative changes

Timelines

Ongoing

- Monitoring ongoing and future potential updates to the IASR via Standards Development Committee Recommendations

2021-2023

- Accessible Elections Guide (Q1 2022)
- Joint Elections Plan (Q1-Q2 2022)
- Ongoing Accessibility Policy reviews and updates as deemed necessary

Part II – Information and Communications

Progress

- Website redevelopment to WCAG 2.0 Level A compliance
- Accessible Formats and Communications processes established

Goals

- Continue to work towards WCAG 2.0 Level AA compliance including potential for website revamp in 2023-2024
  - Current focus on colour contrasting and determining degree of PDF scan and review requirements

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- - Current website may not be fully compatible with common site crawling applications (Monsido & SiteImprove)
  - Review and update processes for gathering feedback on web accessibility and document format accessibility

Timelines

2021-2023
- Review and update processes for gathering feedback on web accessibility and document format accessibility
- Commence process for a website revamp to ensure compliance

2024-2026
- Continue with website revamp processes if not complete by Q4 2023

Part III – Employment

Progress
- All job postings let the public know that accommodations are available upon request during the recruitment process
- Accommodations language in Bayham Health & Safety Policy updated in 2016

Goals
- Review and update Accommodations in the Workplace Policy to reflect industry best practices
- Continue to monitor potential changes to the Employment Standard under the IASR as a result of 2018 Standards Development Committee (SDC) review

Timelines

Ongoing
- Monitor potential changes under IASR and AODA

2021-2023
- Review and update Accommodations in the Workplace Policy

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress
- Renovation and accessibility upgrades to Straffordville Community Centre and Municipal Office in 2016
- Grant received and process commenced for expansion of Straffordville Community Centre including accessible public amenities

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- Ongoing sidewalk improvements as part of Bayham's capital program

Goals

- Completion of Straffordville Library Accessible Lift in 2021 (grant for project was a 2019 grant)
- Touchless retrofits identified in 2022-2031 capital budget
- Straffordville Community Centre works to be completed in 2022-2023 including accessible public walking trail
- Planned upgrades to Port Burwell ball diamond and tennis court

Timelines

Ongoing

- Ongoing sidewalk improvements as part of Bayham's capital program
- Monitor grant opportunities for accessible built environment projects

2021-2023

- Straffordville Community Centre works to be completed in 2022-2023 including accessible public walking trail
- Planned upgrades to Port Burwell ball diamond and tennis court

Part IV.2 Customer Service

Progress

- Upgrades to Straffordville Community Centre / integration of Municipal Office and associated accessibility features
- Website redevelopment to WCAG 2.0 Level A compliance including sections regarding Accessibility and Service Animals within facilities

Goals

- Review Accessibility Feedback processes to ensure compliance with accessibility needs and requirements
- Council Chamber upgrades identified in 2025 for facilitation of hybrid meetings

Timelines

2021-2023

- Review Accessibility Feedback processes to ensure compliance with accessibility needs and requirements

2024-2026

- Council Chamber upgrades identified in 2025 for facilitation of hybrid meetings

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Municipality of Central Elgin
Part I – General Requirements

Progress

- Updates to Accessibility Policy in 2016 to address legislative changes to the (IASR) inclusive of an organizational commitment
- Council adopted Multi-Year Accessibility Plan for 2016-2021
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) for years 2015, 2017 and 2019 as required by the Ministry
- Accessibility training provided during on-boarding which is given by Human Resources staff covering Accessibility for Ontarians with Disabilities Act (AODA), Integrated Accessibility Standards Regulation (IASR) and Ontario Human Rights Code (OHRC)requirements
- As a member of County of Elgin/Central Elgin Joint Accessibility Advisory Committee (JAAC)
  - Terms of reference were updated in 2019
- Developed Guide to Accessibility Requirements for purchasing goods, services and facilities for the Municipality of Central Elgin

Goals

- Investigate updating accessibility training modules, possibly online training platform with updated modules and accurate, automated record tracking
- Review and update Accessibility Policy to reflect industry best practices, continuing to meet AODA and IASR requirements
- Create an Accessible Municipal Elections Guide for 2022

Timelines

Ongoing

- Monitoring ongoing and future potential updates to the IASR via Standards Development Committee Recommendations

2021-2023

- Accessible Municipal Elections Guide (2022)

2024-2026

- Accessibility training updates

Part II – Information and Communications

Progress

- Investigated options for accessible document training
- Implementation of alternative format request form

Goals

- Website redevelopment maintaining WCAG 2.0 Level AA compliance (2021)
- Review and upgrade where needed, request for accessible formats and communications supports procedure

Timelines

2021-2023

- Accessible document training

2024-2026

- Continue to update and revise policies as needed to meet AODA and IASR requirements

Part III – Employment

Progress

- All municipal job postings provide a clause to let the public know that accommodations are available upon request during the recruitment process
- Created Emergency Workplace Response for Employees with Disabilities Policy (2013)
- Created Accommodations for Employees with Disabilities Policy (2016)

Goals

- Update Emergency Workplace Response for Employees with Disabilities Policy
- Ensure that Human Resources Policies reflect best practices and IASR requirements

Timelines

Ongoing

- Continue to ensure that Human Resources Policies reflect best practices and IASR requirements

2021-2023

- Continue to update and revise policies as needed to meet AODA and IASR requirements and industry best practice

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Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress

In consultation with the County of Elgin/Central Elgin Joint Accessibility Advisory Committee (JAAC), the Municipality of Central Elgin is able to utilize the following documents in place of their respective consultation requirements as outlined above

- Elgin County Accessible Playground Consultation Document
- Elgin County Recreational Trails Consultation Document
- Elgin County Accessible On-Street Parking Standard
- Elgin County Rest Areas Consultation Document

Recreational trails and each access routes completed since 2016 include:

- Trail under bridge on Belmont Road at Kettle Creek Drive
- Turvey Park walking and access trails (asphalt)
- Eastwood Park trails

Outdoor public use eating areas

- None

Outdoor play spaces completed since 2016 include:

- Turvey Park which incorporated accessible play features

Exterior paths of travel (outdoor sidewalks and walkways, ramps, stairs, curb ramps, depressed curbs, accessible pedestrian control signals, rest areas) completed since 2016 includes:

- Belmont Road Crosswalk
- Bridge Street Crosswalk
- Freeman Court Sidewalk
- Crescent Avenue Sidewalk
- Woodland Road Sidewalk
- Battram Avenue Sidewalk
- Lynhurst Avenue Sidewalk
- Hillcrest Avenue Sidewalk
- George Street Sidewalk
- Hill Street Sidewalk
- High Street Sidewalk
- Compass Trail Sidewalk

- Old Field Lane Sidewalk
- Lincoln's Cove Sidewalk
- Snyders Avenue Sidewalk
- Helen Court Sidewalk
- Walkway from Helen Court to West Street
- Robin Ridge Drive Sidewalk

Off-street accessible parking completed since 2016 include:

- Little Beach Parking Area (3 spaces)
- Main Beach Parking Lot (2 spaces)
- Visitor Centre Parking Lot (3 spaces)

Service Counters, fixed queuing guides and waiting areas completed since 2016 include:

- Visitor Centre

To meet the consultation requirements as outlined in Part IV.1 for

- Recreational trails
- Outdoor play spaces
  - Eastwood Park Open House to support park development
- On-street parking
  - Main Beach and Little Beach Parking areas consultation with the County of Elgin/Central Elgin Joint Accessibility Advisory Committee (JAAC)
- Rest areas
  - All portable washrooms in rest areas have accessible features

Goals
- Continue to explore and monitor potential funding opportunities for the built environment relating to accessibility under the Enabling Accessibility Fund, Ontario Trillium Foundation, Canadian Tire Jumpstart and Investing in Canada Infrastructure Program

Timelines
Ongoing
- Monitoring of potential funding opportunities

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Part IV.2 Customer Service

Progress

- Created Alternative Format Request Form -Accessibility Standards for Customer Service
- Created Compliant/Suggestions Form -Accessibility Standards for Customer Service
- Created Accessibility Training Procedure (2017)
- Developed Best Practices and Procedures pamphlet -Accessibility Standard for Customer Service

Goals

- As noted under General Requirements Section, continue to investigate updating accessibility training modules, possibly online training platform with a focus on customer service for all staff to complete in addition to the standard on-boarding accessibility training
- Ensure Temporary Service Disruption Procedure is included in on-boarding training for staff responsible for corporate communications

Timelines

2021-2023

- Investigate customer service focused training module
- Review and update customer service related policies and procedures as needed

2024-2026

- Continue to review and monitor procedures and policies

Municipality of Dutton Dunwich
Part I – General Requirements

Progress

- Accessibility Policy updated in 2018 to address legislative changes to the Integrated Accessibility Standards Regulation (IASR) inclusive of an organizational commitment providing staff with direction on implementing these expectations
- Multi-Year Accessibility Plan created in 2016 and expires at the end of 2021
- Annual Accessibility Status Report updated 2019 and adopted by Council
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2015, 2017 & 2019
- Accessibility on-boarding training provided by HR staff covering Accessibility for Ontarians with Disabilities Act (AODA), Integrated Accessibility Standards Regulation (IASR) and Ontario Human Rights Code (OHRC) requirements

Goals

- Review and update Accessibility Policy to reflect industry best practices, continuing to meet AODA and IASR requirements
- Review and update corporate Procurement Policy, incorporating a barrier-free purchasing lens
- Consider updating accessibility training modules onto an all-encompassing, online training platform with updated modules and accurate, automated record tracking once the new website and employee portal has been established

Timelines

Ongoing

- Monitoring ongoing and future potential updates to the IASR

2021-2023

- Continue to investigate viable new digital (drone technology) and accessible opportunities for tourism, economic development and events so everyone can enjoy and access these either in person or online

Part II – Information and Communications

Progress

- Residents can now attend meetings either virtually or by phone and meeting recordings can be made available by request
- Introduction of Laserfiche scanning technology into a central depository

- All employees now have access to more documentation when requested by residents to ensure successful continuity of providing services
- Applied for a grant to upgrade website (eSolutions) to provide an online residential portal and self-service opportunities
    - This platform will integrate with existing eSCRIBE Software
- Implemented e-transfer payments for items such as Landfill, Building Permits, Planning Department Fees (i.e., other general accounts that cannot currently be paid through online banking such as water and taxes)

Goals

- Council approved – October 13, 2021 to hire an individual to assist staff in ensuring continuity of accessible scanned content
- Review and update the Election Accessibility Plan for the 2022 Election

Timelines

Ongoing

- Continue to populate Laserfiche central depository
- Continue to seek out grants for new accessible technology opportunities

2021-2023

- Continue to populate Laserfiche central depository
- Prioritize a residential and staff portal if successfully secure eSolutions grant
    - If unsuccessful prioritize web software procurement during the 2022 budget process
- Continue to investigate viable new digital (drone technology) to promote tourism, economic development and events so everyone can enjoy in person or online

Part III – Employment

Progress

- Emergency workplace Response for Employees with Disabilities Policy 2014
- Hiring Policy RR 04-2014 updated September 2018 and 2019 to address legislative changes during the recruitment and onboarding process
- All job postings let the public know that accommodations are available upon request during the recruitment process

Goals

- Review Accommodations in the workplace January 21, 2021 (no changes)
    - The Municipality is committed to supporting employees who have been absent from work and who require and accommodation plan to return to work

Timelines

2021-2023

- Continue to promote inclusion and diversity with the recruitment process
- Online application process once a public portal has been developed

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress

- All sidewalks as planned will be 60" wide with tactile plates at intersections.
- New sidewalk with tactile plates, which includes the following:
  - Currie Road,
  - John Street,
  - Annabella Street,
  - Marsh Line (east of Currie),
  - Wesley Street,
  - Talbot Line in Wallacetown, and
  - Both sides of Gordon Street to Currie Road
- A section of the sidewalk on Chestnut Street leading to the school included tactile plates
- New crosswalk at Miller Road by Sons of Scotland park includes 60" width with tactile plates at intersections as well as wheelchair accessible entrance ramping
- All new signage through the community i.e., park, trails, grant funds received for projects etc., included high contrast text and/or informative images using a sans serif font and anti-glare materials

Goals

- Continue to include barrier free outdoor spaces, infrastructure etc., as capital or operational projects are identified and approved by council
- Ensure any major renovations are retrofitted to minimum meet Design of Public Spaces and Ontario Building Code specifications and standard

Timelines

Ongoing

- Continue to monitor funding opportunities and ensure all projects meet the IASR and Ontario Building Code requirements

Part IV.2 Customer Service

Progress

- In consultation with the County of Elgin & Central Elgin Joint Accessibility Advisory Committee, the Municipality is able to utilize the following documents:
  - Elgin County Accessible Playground Consultation Document
  - Elgin County Recreational Trails Consultation Document
  - Elgin County Accessible On-Street Parking Standard
  - Elgin County Rest Areas Consultation Document
- Installed new accessible splashpad in the Sons of Scotland Park in 2018 with accessible play features
- Ensured all new signage for trails, parks and roads were compliant with ISAR technical minimum standards i.e., anti-glare, high contrast, correct size and positioning
  - Signs installed at the Buttermilk Bog, Pool, Sons of Scotland and the Trail
  - Other signs are community signage
- Successfully secure a grant for a digital sign located at the Municipal office on the main street Currie Road
  - Providing high visibility to residents and people leaving the 401 corridors

Goals

- Resident online portal to conduct personal business or access to public central depository
- Continue to provide accessible recreational opportunities

Timelines

Ongoing

- Implementation and introduction of online resident portal

Municipality of West Elgin
Part I – General Requirements

Progress

- Accessibility Policies updated in 2021
- Multi-Year Accessibility Plan in conjunction with Elgin County in 2015 and expired at the end of 2020
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2015, 2017 & 2019
- Accessibility on-boarding training provided by HR staff covering Accessibility for Ontarians with Disabilities Act (AODA), Integrated Accessibility Standards Regulation (IASR) and Ontario Human Rights Code (OHRC) requirements, which includes online video options
- Desk Audit completed in 2021 by Ministry for Seniors and Accessibility

Goals

- Review and update corporate Procurement Policy, incorporating a barrier-free purchasing lens
- Create better tracking of accessibility training
- Provide updated training for writing accessible reports for Council and Committees

Timelines

Ongoing

- Working with Elgin County Accessibility Coordinator on developing training for staff
- Monitoring ongoing and future potential updates to the IASR via Standards Development Committee Recommendations

2021-2023

- Writing accessible reports training before the end of 2022
- Review procurement policy
- Ensure transit policies are up to date

Part II – Information and Communications

Progress

- Website redevelopment in 2020 to WCAG 2.0 Level AA compliance
- Accessibility Feedback Procedure & Feedback Form created in 2018

Goals

- Review Request for Accessible Formats and Communications supports Procedure and Accessibility Feedback Procedure & Feedback Form for potential areas to upgrade above and beyond IASR requirements
- Training for staff on accessible Social Media posting
- Purchase of Accessibility scanning software for website to ensure compliance is maintained

Timelines

Ongoing

- Receive accessible document training for document authors and staff website content writers
- Accessibility Feedback Procedure & Feedback Form review and updates to ensure compliance

2021-2023

- Update request for Accessible Formats and Communication Supports Procedure

Part III – Employment

Progress

- All job postings include a statement about being an equal opportunity employer and that accommodation for accessibility purposes can be requested (2018)
- Updated Workplace Accommodation and Emergency Procedures for Accessibility policies (2021)

Goals

- Ensure that Human Resources policies reflect best practices and IASR standards

Timelines

Ongoing

- Ensure that Human Resources policies reflect best practices and IASR requirements by conducting annual reviews

Part IV -Transportation

Progress

- Creation of Four Counties Transit Service Accessibility Policy (2019)
- Creation of Four Counties Transit Accessibility Training (2020)

Goals

- Ensuring policies and training standards are met as per the IASR

33

Timelines

Ongoing

- Review and update all Four Counties Transit Service Policies to ensure they are meeting industry best practices and IASR Transportation Standard

2021-2023

- Procurement of a new Accessible Transit Bus

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress

- Creation of accessible parking spot in West Lorne on Main Street (2018)
- Installation of a barrier free playground in Miller Park (2020)
- Creation of accessible parking spaces at Miller Park (2019)
- Redevelopment of Municipal Office to include barrier free washroom for public use, barrier free work spaces and improve accessibility to office
    - Received Enabling Accessibility Fund –small projects Grant (2020)

Goals

- Applied for Enabling Accessibility Fund – mid-sized projects Grant to provide improvements to accessibility at all recreation facilities, including pathways, washrooms, change rooms at pool and sliding entrance doors at facilities (2021)
- Redevelopment of all public washrooms to include barrier free washrooms and improve accessibility (Arena, Recreation Centre, Pool, Marina and Beach, Miller Park)
- Creation of multi-use pathways to link barrier free playground equipment and other amenities within Miller Park
- Redevelopment of change room at Rodney Community Pool to include lift and accessible change table, accessible showers and improved accessible doorways to and from pool
- Creation of a barrier free washroom within Recreation Centre
- Continue to work with the County Accessibility Coordinator monitoring potential funding opportunities for the built environment relating to accessibility under the Enabling Accessibility Fund, Ontario Trillium Foundation, Canadian Tire Jumpstart, Investing in Canada Infrastructure Program

Timelines

Ongoing

- Applying for grants to improve accessibility within all Municipal buildings

2021-2023

- Redevelopment of all public washrooms to include barrier free washrooms and improve accessibility –Arena, Recreation Centre, Pool, Marina and Beach, Miller Park (pending funding approval)
- Creation of multi-use pathways to link barrier free playground equipment and other amenities within Miller Park (pending funding approval)
- Redevelopment of change room at Rodney Community Pool to include lift and accessible change table, accessible showers and improved accessible doorways to and from pool (pending funding approval)
- Creation of a barrier free washroom within Recreation Centre (pending funding approval)

Part IV.2 Customer Service

Progress

- Incorporated Customer Service Policy with updated Accessibility Policy meeting appropriate requirements (2021)
- Created accessible feedback form and policy (2019)
- Provided refresher training to staff on accessible customer service (2020)
- Developed on-boarding accessible customer service training video in conjunction with Elgin County Accessibility Co-Ordinator (2020)

Goals

- Create Temporary Service Disruption Procedure
- Create Service Animals in the Workplace Procedure
- Create Support Persons Procedure
- Review and update accessibility feedback procedure while including an accessibility feedback form for members of the public
- Ensure Temporary Service Disruption Procedure is included in on-boarding training for staff responsible for corporate communications

Timelines

Ongoing

- Update the policies and procedures to better align them with IASR and AODA requirements and industry best practice
- Create the following procedures:
  - Temporary Service Disruption Procedure
  - Service Animals in the Workplace Procedure
  - Support Persons Procedure
- Ensure staff are trained at on-boarding on the Temporary Service Disruption Procedure

35

Town of Aylmer
Part I – General Requirements

Progress

- Multi-Year Accessibility Plan created in 2015 and expired at the end of 2020
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2017, 2018, 2019
- Updated all HR Policies to correspond with introduction of the Integrated Accessibility Standards Regulation (2017)
- Updated accessibility training for all staff at the Town of Aylmer to include the IASR (2017)
- Updated the orientation training to align with HR Policy and training updates with respects to the IASR (2017)
- Provided training on the IASR to Council members (2016)

Goals

- Review and update Accessibility Policy to reflect industry best practices, continuing to meet AODA and IASR requirements
- Review and update corporate Procurement Policy, incorporating a barrier-free purchasing lens
- Updating accessibility training modules onto an all-encompassing, online training platform with Laserfiche with updated modules and accurate, automated record tracking
- Review to ensure compliance with the IASR and implement drafted policies pertaining to accessibility
    - Accessible Elections Guide (2022)

Timelines

Ongoing

- Continue monitoring the IASR to ensure policies and procedures reflect best practices and any changes made by the Standards Development Committee

2021-2023

- Review and implement an Accessible Elections Guide (2022)
- Utilize new Laserfiche platform to better track accessibility training
- Update Procurement By-Law 34-19 to reflect current Accessibility criteria (2022)

Part II – Information and Communications

Progress

- Website redevelopment in 2020 to WCAG 2.0 Level AA compliance

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- Provided basic overview of WCAG 2.0 Level AA requirements to all staff
- Training provided by the website vendor on web accessibility
- Request for Accessible Formats and Communication Supports Procedure section created and added to the Accessibility Policy (2017)
- Added an Accessibility Feedback Procedure & Feedback section in the Accessibility Policy (2017)
- Emergency Services Department implemented an app available to the public that provides accessible emergency notifications (2018)

Goals

- Update Town Council Reports and PowerPoint templates via Laserfiche to ensure continued compliance with the WCAG 2.0 Level AA
- Corporate training on website accessibility and accessible documents for administrative staff

Timelines

Ongoing

- Continue to ensure templates are in accessible format and provide updated templates to all staff on an ongoing basis
- Provide accessibility training to administrative staff on web compliance and accessible documents on an ongoing basis to ensure compliance with IASR requirements

2021-2023

- Created and implemented an accessible logo to confirm that documents have been screened for accessibility and who to contact for accessible formats (2021)

Part III – Employment

Progress

- Review and update Accommodations Policy to reflect industry best practices
- Redeveloping the Recruitment section of the webpage to ensure it is user friendly and aligns with the IASR requirements
  - Notify public of changes to recruitment process to ensure applicants are aware of accommodation procedures
- Review and update Emergency Workplace Response for Employees with Disabilities Policy to reflect industry best practices
  - Potential development of specific Emergency Response Plans based on specific disabilities

Goals

- Review and update Accommodations Policy to reflect industry best practices
- Redeveloping the Recruitment section of the webpage to ensure it is user friendly and aligns with the IASR requirements
    - Notify public of changes to recruitment process to ensure applicants are aware of accommodation procedures
- Review and update Emergency Workplace Response for Employees with Disabilities Policy to reflect industry best practices
    - Potential development of specific Emergency Response Plans based on specific disabilities

Timelines

Ongoing

- Redevelopment of the Recruitment section of the website to improve recruitment process and ensure alignment with the IASR requirements
- Review of the Accommodation Policy and Emergency Workplace Response for Employees with Disabilities Policy to reflect industry best practices

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress

- New Gazebo beside Town Hall meets the Ontario Building Code requirements and consultation with the builder was done to ensure the following:
    - The creation of a barrier free path of travel
    - The entrance width would accommodate mobility devices and equipment
    - All accessibility requirements were met per the IASR

Goals

- Secured a Covid-19 Resiliency Fund to make renovations to Town Council Chambers that will aim to improve social distancing as well as accessibility
- Renovation project on the Town Council Chambers will improve the following:
    - Provide access to a separate public entrance with an accessible barrier-free washroom
    - Enlarge the Council Chambers to make it easier to access to improve accommodation options
    - Upgrading the technology in the Council Chambers to improve assistive services (closed captions, audio output, visibility of agendas/content)
    - Install a ramp to connect the adjoining buildings where the new Council Chambers will be located

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Timelines

2021-2023

- Renovation project to Town Council Chambers will be completed providing better access to the Chambers and accommodations for people with disabilities

Part IV.2 Customer Service

Progress

- Introduced new policies regarding Accessibility Service Animals in the Workplace, Accessibility Support Persons and Temporary Service Disruptions to account for the IASR requirements (2017)
- Accessible Customer Service training and quiz taken by all Town of Aylmer staff
- New website greatly assists with resident or visitor access to important Town of Aylmer information

Goals

- Training on Customer Service to improve knowledge on accessibility and accommodations, as well as how to interact with people with various types of disabilities
- Review processes to determine if more can be transitioned to provide online options as well as in person options to increase accessibility
- Ongoing monitoring of IASR requirements to ensure that policies and procedures are aligned with Customer Services Standard and industry best practices
- Implement new online processes for providing public services to the community. This includes integration of the public facing Laserfiche portal to assist with property tax payment, building inspection services, vital statistics related information etc.

Timelines

Ongoing

- Review of policies and procedures to align it with best practices and IASR
- Training provided to all staff on Customer Service processes and interactions with persons with various types of disabilities

2021-2023

- Review of processes to provide multiple means of accessing the processes (in person or online)

Township of Malahide
Part I – General Requirements

Progress

- Accessibility Policy updated in 2016 to address legislative changes to the Integrated Accessibility Standards Regulation (IASR) inclusive of an organizational commitment
- Multi-Year Accessibility Plan created in 2015 and expired at the end of 2020
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2015, 2017 & 2019
- Accessibility on-boarding training provided by HR staff covering Accessibility for Ontarians with Disabilities Act (AODA), Integrated Accessibility Standards Regulation (IASR) and Ontario Human Rights Code (OHRC) requirements

Goals

- Review and update Accessibility Policy to reflect industry best practices, continuing to meet AODA and IASR requirements
- Review and update corporate Procurement Policy, incorporating a barrier-free purchasing lens
- Consider updating accessibility training modules onto an all-encompassing, online training platform with updated modules and accurate, automated record tracking

Timelines

Ongoing

- Monitoring ongoing and future potential updates to the IASR via Standards Development Committee Recommendations

2021-2023

- Procurement Policy update
- Accessibility Policy review and update

2024-2026

- Accessibility training updates

Part II – Information and Communications

Progress

- Website redevelopment in 2020 to WCAG 2.0 Level AA compliance
- Request for Accessible Formats and Communication Supports Procedure created in 2017

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- Accessibility Feedback Procedure & Feedback Form updated in 2018

Goals

- Receive accessible document training for document authors/ staff website content uploaders
- Review Request for Accessible Formats and Communications supports Procedure and Accessibility Feedback Procedure & Feedback Form for potential areas to upgrade above and beyond IASR requirements

Timelines

2021-2023

- Accessible document training

2024-2026

- Review Request for Accessible Formats and Communications Supports Procedure and Accessibility Feedback Procedure & Feedback Form

Part III – Employment

Progress

- All job postings let the public know that accommodations are available upon request during the recruitment process
- Human Resources Policy B-4.3 Accommodating Special Needs updated in 2013

Goals

- Update HR Policy B-4.3 Accommodating Special Needs to reflect industry best practices and IASR requirements
- Create Emergency Workplace Response for Employees with Disabilities Policy to reflect industry best practices
- Create new Return to Work Process and Return to Work Plan for employees

Timelines

2021-2023

- Update HR Policy B-4.3 Accommodating Special Needs
- Create Emergency Workplace Response for Employees with Disabilities
- Create new Return to Work Process and Return to Work Plan

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress

- In consultation with the County of Elgin & Central Elgin Joint Accessibility Advisory Committee, the Township of Malahide is able to utilize the following documents in place of their respective consultation requirements as outlined above
  - o Elgin County Accessible Playground Consultation Document
  - o Elgin County Recreational Trails Consultation Document
  - o Elgin County Accessible On-street Parking Standard
  - o Elgin County Rest Areas Consultation Document
- Installed new playground equipment in 2019 at Mill Street Park in Springfield incorporating accessible play features
- Sidewalk installations at Wonnacott Park in Port Bruce in 2018
- Hard surfacing, accessible parking installed at the observation deck In Port Bruce in 2019
- Additional accessible picnic tables purchased at both Port Bruce, Malahide Community Place and Mill Street Park across 2018 & 2019
- Engineered Wood Fibre (EWF) installed in 2018 at the playground area in Port Bruce, providing significant upgrades to the previous surface

Goals

- No major built environment/ capital projects planned at this time – most municipal building is fairly new and not considering any significant renovations over the next 5 years
- Continue to work with the County Accessibility Coordinator monitoring potential funding opportunities for the built environment relating to accessibility under the Enabling Accessibility Fund, Ontario Trillium Foundation, Canadian Tire Jumpstart, Investing in Canada Infrastructure Program

Timelines
Ongoing

- Monitor funding opportunities

Part IV.2 Customer Service

Progress

- Accessibility Policy updated in 2016 meeting appropriate requirements as it relates to the Customer Service Standard
- Created Accessibility Feedback Procedure (2017)

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- Created Accessibility Training Procedure (2017)
- Created Temporary Service Disruption Procedure (2017)
- Created Service Animals in the Workplace Procedure (2017)
- Created Support Persons Procedure (2017)

Goals

- Accompanying the goals laid out in the General Requirements Section as it relates to job specific training, consider creating a customer service focused training module for all Township staff to complete in addition to the standard on-boarding accessibility training
- Review and update Service Animals in the Workplace Procedure to reflect new industry best practices
- Review and update accessibility feedback procedure while including an accessibility feedback form for members of the public
- Ensure Temporary Service Disruption Procedure is included in on-boarding training for staff responsible for corporate communications

Timelines

2021-2023

- Customer service focused training module
- Review and update Service Animals in the Workplace Procedure
- Ensure Temporary Service Disruption Procedure is included in communications related to on-boarding training
- Review and update accessibility feedback procedure

2024-2026

- Review Accessibility Feedback Procedure and Form

43

Township of Southwold
Part I – General Requirements

Progress

- Accessibility policy updated in 2019 to address Accessible Maintenance procedures relating to any newly constructed or redeveloped elements provided for under the Design of Public Spaces Standard.
- Multi-Year Accessibility Plan created in 2016 and expired at the end of 2020
- Accessibility Compliance Reports filed with the Ministry for Seniors and Accessibility (formerly Accessibility Directorate of Ontario) in 2015, 2017 & 2019

Goals

- Review and update Accessibility Policy to reflect industry best practices, continuing to meet AODA and IASR requirements

Timelines

Ongoing

- Monitoring ongoing and future potential updates to the IASR via Standards Development Committee Recommendations

2021-2023

- Accessibility Policy review and update

Part II – Information and Communications

Progress

- Website redevelopment in 2021 to WCAG 2.0 Level AA compliance
- Accessibility Feedback Procedure and Feedback Form updated in 2019
- Accommodation Policy updated in 2019

Goals

- Receive accessible document training for document authors/ staff website content uploaders

Timelines

2021-2023

- Accessible document training

2024-2026

- Web content to meet success criteria 1.2.4 Captions (Live)
- Web content to meet success criteria 1.2.5 Audio Descriptions (Pre-Recorded)

44

Part III – Employment

Progress

- All job postings let the public know that accommodations are available upon request during the recruitment process
- Accommodation Policy updated in 2019

Goals

- Review and update Emergency Workplace Response for Employees with Disabilities procedure
- Review and update the Return to Work Process and Return to Work Plan

Timelines

2021-2023

- Review and update the:
    - Emergency Workplace Response for Employees with Disability procedure
    - Return to Work Process and Return to Work Plan

Part IV.1 – Design of Public Spaces
Accessible Built Environment

Progress

- In consultation with the County of Elgin and Central Elgin Joint Accessibility Advisory Committee, the Township of Southwold is able to utilize the following documents in place of their respective consultation requirements as outlined above:
    - Elgin County Accessible Playground Consultation Document
    - Elgin County Recreational Trails Consultation Document
    - Elgin County Accessible On-street Parking Standard
    - Elgin County Rest Areas Consultation Document
- Completion of a new accessible playground at the Talbotville Meadows Subdivision Park
- Completion of accessible walking trails at parks in Shedden, Fingal and Talbotville

Goals

- Completion of new accessible playground and pavilion at the Shedden Open Space Park – 2021
- Continue to work with the County Accessibility Coordinator monitoring potential funding opportunities for built environment relating to accessibility under the

Enabling Accessibility Fund, Ontario Trillium Foundation, Canadian Tire Jumpstart, Investing in Canada Infrastructure Program

Timelines

Ongoing

- Monitor funding opportunities

Part IV.2 Customer Service

Progress

- Created Accessibility Feedback Procedure (2019), updated (2019)
- Created Accessibility Training Procedure (2017), updated (2019)
- Created Temporary Service Disruption Procedure (2017)
- Created Service Animals in the Workplace Procedure (2017)
- Created Support Persons Procedure (2017)
- Updated Accommodation Policy (2019)

Goals

- Conduct a thorough review of all customer service policies and procedures (Accessibility Feedback Procedure, Accessibility Training, Temporary Service Disruption Procedure, Service Animals in the Workplace Procedure, Support Persons Procedure, and Accommodation Policy), and update accordingly
- Provide annual training to staff on customer service policies and procedures
- Provide bi-annual training to all Township of Southwold Volunteers and Committee members on customer service policies and procedures

Timelines

2021-2023

- Conduct a thorough review of all customer service policies and procedures (Accessibility Feedback Procedure, Accessibility Training, Temporary Service Disruption Procedure, Service Animals in the Workplace Procedure, Support Persons Procedure, and Accommodation Policy), and update accordingly.
- Provide annual training to staff on customer service policies and procedures

2024-2026

- Provide bi-annual training to all Township of Southwold Volunteers and Committee members on customer service policies and procedures

Communication

This plan will be available on Elgin County's website, located at www.elgincounty.ca**.** A print copy of this plan is also available by contacting the County's Accessibility Coordinator.

Local Municipal Partner Websites:

Municipality of Bayham: https://www.bayham.on.ca/

Municipality of Central Elgin: https://www.centralelgin.org/en/index.aspx

Municipality of Dutton Dunwich: https://www.duttondunwich.on.ca/

Municipality of West Elgin: https://www.westelgin.net/en/index.aspx

Town of Aylmer: https://aylmer.ca/

Township of Malahide: https://www.malahide.ca/en/index.aspx

Township of Southwold: https://www.southwold.ca/en/index.aspx

Feedback

The County of Elgin is committed to ensuring accessibility is a reality throughout all facilities and business operations. There is still so much to accomplish, and as we progress, we would like to hear from you!

Do you have any thoughts or feedback on what has been accomplished so far? Please contact us with your questions and ideas: Elgin County Accessibility Feedback Form

Contact Information

Phone: 519-631-1460 x 167

Fax: 519-633-7785

Mail: Sarah Savoie, Accessibility Coordinator
                    Elgin County, Administration Building
                    450 Sunset Drive, St. Thomas ON N5R 5V1

Email: ssavoie@elgin.ca

This document is available in accessible format and/or with communication supports, upon request.

Appendix A

Accessible Maintenance Procedures

Maintenance of Accessible Elements

Purpose:

To meet the requirements under the Integrated Accessibility Standards Regulation (O.Reg 191/11), Design of Public Spaces Standard (Section 80.44) Maintenance of Accessible Elements

Practices

To ensure that any newly constructed or redeveloped elements provided for under the Design of Public Spaces will have procedures for preventative and emergency maintenance of the accessible elements in public spaces.

Scope

Organizations shall ensure that their Multi-Year Accessibility Plan includes procedures for preventative and emergency maintenance of the accessible elements in public spaces as required under this Part and procedures dealing with temporary disruptions when accessible elements required under this Part are not in working order.

The Design of Public Spaces Standard applies to public spaces that are newly constructed or redeveloped, that include:

- Recreational Trails and Beach Access Routes
- Outdoor Public Use Eating Areas
- Outdoor Play Spaces
- Exterior Paths of Travel
- Accessible Parking

Application

Departments that maintain elements listed under Scope:

- Shall apply best practices in the preventative maintenance of accessible elements with periodic checks such as;
    - Annual inspections, or more frequently as per the Minimum Maintenance Standards
    - After storms or events that might affect accessible elements
    - As part of any reports of vandalism or complaints
- Shall apply best practices in the emergency maintenance of accessible elements with active response once notified

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- Shall apply best practices in the emergency maintenance of accessible elements with active response once notified
- Shall continue to provide public notification of temporary disruptions in keeping with compliance requirements under the Integrated Accessibility Standard Regulation (O. Reg 191/11) and the Municipality's corresponding policy:
    o Notice of the disruption will include: the reason for the disruption, its anticipated duration and a description of alternative facilities or services, if any that are available
    o Notice will be given by posting the information in a conspicuous place as well as by posting the information on the Municipal website
- Notify the Road Supervisor for the affected Municipality (where applicable)
- Repair as soon as practicable

Appendix B

Temporary Service Disruptions

If a temporary service disruption is planned the County will give notice of the disruption.

Notice of the disruption will include: the reason for the disruption, its anticipated duration and a description of alternative facilities or services, if any that are available.

Procedures for specific service disruptions will be developed, and a copy of the procedures will be available to individuals upon request.

Notice will be given by posting the information in a conspicuous place as well as by posting the information on the County or Library website.

Temporary Service Disruptions Procedure
Purpose

The purpose of this procedure is to establish guidelines for providing notification of temporary disruptions of service to people with disabilities. These notices may be for either planned or unexpected disruptions of service.

Implementation

Notices for both unexpected and planned service disruptions will be provided in a variety of formats that will take into account a range of disabilities and will outline:

- The reason for the disruption;
- Its anticipated duration;
- A description of alternative facilities or services, if any are available; and,
- Contact information.

Notices for unexpected service disruptions will be posted as soon as possible, using large, clear print and plain language at the physical entrances to the facility and throughout the facility (if required) and in any other location that the County deems is necessary.

Notices for planned service disruptions will be posted using large, clear print and plain language at the physical entrances to the facility and throughout the facility where necessary. In addition, planned service disruptions that are intended to last more than 48 hours will be posted on the County's website.

Glencoe Animal Shelter
3427 Concession Drive
Glencoe, Ontario
N0L 1M0
519 287 2974
Owner Operator: Vicki Kyle

Dec. 9, 2021

RESPONSIBILITIES
- Animal control is provided for 10 municipalities including West Elgin
- 1 weekly patrol are conducted in West Elgin. 36 dogs picked up
- Attendance is required to address any complaints or animal bylaw issues.
- The shelter holds a $2 million liability insurance policy.
- Housing of animals is provided at the Glencoe Animal Shelter 7 days each week including Christmas and other holidays.
- Assistance given to OPP officers as required:
   -example: a variety of situations which require removing a dog(s) from a property
   -to investigate and lay charges under the Provincial Offences
   -to quarantine animals that have been involved in fighting in which is deemed the owner is not capable of securing the animal(s) under orders by the Board of Health
- Educating the public regarding the need to keep their pets safely secured on their property
- Posting any found/stray dogs on the Glencoe Animal Shelter website to help locate the owners. If unclaimed after 5 days of posting, we interview interested applicants and rehome adoptable animals. Below are just 9 photos of dogs that were posted and were adopted this year.

- Immediate posting of adoptable, surrendered animals on our website, interviewing applicants and placing in good homes. All animals are spayed or neutered before adoptions are finalized.

- When the lockdown started, there was a noticeable decrease in the number of received calls to the shelter as more people were at home. So far in 2021 the shelter has taken in 131 dogs as strays or surrenders.

- Aggressive animals are humanely dealt with by our certified veterinarian.

- Throughout this pandemic, all work has continued, 0and service has been provided in a responsible and safe manner.
- All ratepayers are treated in a respectful manner.
- The Glencoe Animal Shelter is government inspected.

Paintings by volunteers

2 OF MANY HAPPY ENDINGS
In February 2020 we had 33 dogs in the shelter......27 of them were from a hoarding situation. We found good homes for all 27. They were adopted to different areas including Petrolia.

Each dog in our care is given nutritious food, water, toys, playtime, vetting and love. Grey Boy is just one example of a dog who needed special care. Photos show a skinny dog when found as a stray and a healthy, happy boy when he was adopted after 6 months of being cared for at the shelter.

TESTIMONIAL

When we made the decision to look for a dog for our family, I called my friend Vicki at the Glencoe Animal Shelter. Not only does Vicki take care of dogs in our area, but she also has the ability to perfectly match dogs with homes. Years of experience I'm sure – dealing with not only the dogs, but the people too. Bruce was a little runner and found his way to the Glencoe shelter. From what I hear, he stole the hearts of the people at the shelter, and I called at the perfect time. Bruce was delivered to me and fit in from the start. We were warned that he may not like our cat and this would take some training. It did. But with time and patience and a few
 weeks of obedience school had me singing "I believe that we are gonna be friends" about these two four legged creatures we allow on our furniture and into our hearts. Bruce has brought such happiness to our family and we are thankful to Vicki for finding the perfect match!

Kitty & Bruce

Merry Christmas from Bruce!

WORKING WITH OUR COMMUNITIES

We enjoy offering volunteer experiences to community members who wish to spend time with our animals (playing, feeding or just giving them some love). With the pandemic restrictions, our shelter was a happy place to come and visit!

We also offer co-op students the opportunity to work at the shelter (cleaning pens, exercising dogs, doing some laundry or mowing grass in the play area). This is a win/win as students collect their community hours and the shelter appreciates their help.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	Council Meeting
From:	Magda Badura, CAO/Treasurer & Jana Nethercott, Clerk
Date:	2021-12-16
Subject:	Administration Monthly Update – November 2021

Recommendation:

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

Purpose:

The purpose of this report is to provide Council with an update on Administration activities for the month of November 2021.

Background:

Municipal Office Operations:

Staff participated in the Emergency Management Exercise on November 3, 2021. This half day exercise was conducted in the Fire Hall training room.

The Clerk and Operations and Community Services Coordinator attended a few meetings in the month of November to assist in the planning of the Rodney Night Market.

Senior Management staff attended the Housing and Homelessness Forum in Aylmer, along with Councillors.

Staff are continuously working on the asset management plan and streamlining the work orders in CityWide, to ensure that we are on track with the required asset management plan. Staff training has been continuing and a large amount of the work on municipal assets are being tracked through this new software.

Interviews were held for a new Tax Collector the end of November, with the successful candidate starting December 15, 2021.

Election:

The Clerk attended 3 virtual training session on elections and Council orientation to start the preparations for the 2022 Municipal and School Board Election. These sessions were purchased in conjunction with other County of Elgin Municipalities to obtain a great discount in their costs.

The Clerk also attended a few virtual meetings with Intelivote and the Town of Aylmer and Township of Malahide. The three municipalities are running similar elections and staff have decided to share resources. So far a detailed work plan with tasks and timelines has been developed along with a communications plan for 2022 and the contracts negotiated with Intelivote.

Plans are underway to jointly host a "So you want to run for Council?" information night hosted by Fred Dean. This event will be held in Dutton Community Centre in the Spring with Dutton Dunwich, West Elgin and Southwold all sharing in the cost of this event for perspective candidates.

The Clerk attended a webinar hosted by MPAC and Elections Ontario about the preliminary voter's list for the 2022 election and the information MPAC requires from the Municipalities.

Service Ontario:

Appointments: 58
Walk-ins (includes same day appointments): 184

Service Ontario operated at 64% capacity in November.

Vital Statistics:
Marriage Licenses – 0
Registered Deaths – 25
Marriage Ceremonies Performed – 0

Service Requests (CityWide):

Attached please find a summary of Open and Closed Calls for the month of November. All Open requests are either waiting for parts to complete the job or require more follow up. There is an additional report that list the Total Service Requests Dealt with in November.

Open Service Request -November 2021

Name	Service Requests Count
Municipal Drain Concern	1
Public Works - General	1
Shouldering	1
Sidewalk - General	1
Streetlight - Maintenance	1
Cumulative Total	5

Closed Service Request - November 2021

Name	Service Requests Count
Administration - General	1
Animal Control Complaint	1
By-law/Property Standards Complaint	1
By-law/Property Standards Inquiry	1
Dead Animal	1
Flooding	1
Garbage Collection	2
Illegal Dumping	1
Potholes	2
Roadway Snow / Ice	1
Sidewalk - General	2
Sign - Maintenance	1
Water Quality	1
Cumulative Total	16

Total Service Requests Dealt With

Name	Service Requests Count
Administration - General	1
Animal Control Complaint	5
By-law/Property Standards Complaint	6
By-law/Property Standards Inquiry	2
Municipal Drain Concern	1
Beach/Marina - General	1
Catch Basins	2
Culverts	1
Dead Animal	1
Flooding	1
Garbage Collection	2
Illegal Dumping	1
Potholes	2
Public Works - General	1
Roadway Snow / Ice	1
Shouldering	1
Sidewalk - General	3
Sign - Maintenance	2
Streetlight - Maintenance	1
Trees - General	2
Meter Read	1
Water - General	1
Water Quality	1
Meter Inspection	3
Cumulative Total	43

STEERING COMMITTEE MEETING MINUTES

November 2 2021

Present

Andy K, Diane A, Danielle N, Ken B, Kelsey M, David J, Trish C, Tanya, Barry. F

1. **Approval of Minutes**
2. **Update from RHSN**

Shared caseload with committee

Caseload has increased and now reflects clients spdats and at risk

Update with Dutton building situation, discussion about connecting with Fire and Township to come up with plan. Plan to get clients safe, notify other residents of Rural Homeless Systems Navigator role, Notify authorities of building and get it inspected.

Tanya attending National Homelessness conference

3. **Short term Emergency Task update**
   Presentation with victim services Elgin
   Kelsey received letter from Municipality of West Elgin, they are asking for a lot questions to be answered.
   Kelsey went to every business in West Lorne and did some education, Kelsey to hold a public forum.

4. **Mid to long term update**

Final version of report October 25. Working on distribution. Danielle's boss has sent it out to the municipalities. County to have meeting On Nov 10, for Tim welch to present report. David has sent the report to Doug Tarry. Joe Hayhoe was sent a report. Sent a copy to Bill at the Chamber of Commerce. Dylan consulting received a copy. David has sent report to the media. London free press, has assigned a reporter to review the report and will do a story for all 3 papers. CBC London has been communicating

with David about the report. CTV was sent a copy of report. Using finalization of report to generate discussions. Reports went to MPP and MP.

5. Housing and homelessness action group

Meeting was rescheduled

Publicity

Tanya shared Facebook pages, promoting education and linking landlords and tenants

Discussed organizing tour to the East. Tanya to organize with Barry.

Financial Report:

Community Homelessness Prevention Initiative (CHPI) grant update, grant is good until March 2022.

New financial report to be prepared for this committee in January.

Social services relief fund update targeted for Tim Welch report

SSRF funding for client support update approximately $13, 000 left

Next Meeting

December 9 10am

CHRISTINE TARLING
Director of Legislated Services & City Clerk
Corporate Services Department
Kitchener City Hall, 2nd Floor
200 King Street West, P.O. Box 1118
Kitchener, ON N2G 4G7
Phone: 519.741.2200 x 7809 Fax: 519.741.2705
christine.tarling@kitchener.ca
TTY: 519-741-2385

December 1, 2021

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

Dear Premier Ford:

This is to advise that City Council, at a meeting held on November 22, 2021, passed the following resolution regarding fire safety measures:

"WHEREAS the Government of Ontario, in December 1975, enacted the Ontario Building Code for the purpose of regulating the construction of new, safe buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1981 enacted the Ontario Fire Code for the purpose of maintaining the life safety systems of all buildings within the Province of Ontario; and,

WHEREAS the Government of Ontario, in November 1983 began the process of amending the Ontario Fire Code to include Retrofit provisions, for the purpose of providing a minimum level of life safety for those existing buildings which had not been built under the provisions of any version of the Ontario Building Code; and,

WHEREAS the government of Ontario, in October 1992 amended the Ontario Fire Code Retrofit provisions, for the purpose of providing a minimum level of life safety to buildings classed as low rise residential (9.5); and,

WHEREAS October 2021 marks twenty-nine (29) years since the requirements outlined by Retrofit 9.5 have been substantially updated; and,

WHEREAS this lack of currently appropriate standards for self-closing devices on suite doors and positive latching on exit stairwell doors has led to significant serious injuries, deaths, long term dislodgement of residents, and significant unnecessary insurance loss due to allowed building deficiencies;

119
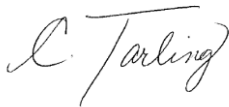
THEREFORE IT BE RESOLVED that the City of Kitchener urges the government of Ontario to direct the Ontario Fire Marshal's Office – Technical Services, to undertake an immediate review of that portion of the Ontario Fire Code known as Retrofit Section 9.5;

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.2.8.(1) to require self closing devices on all suite closures (doors) within low rise residential buildings: and,

THEREFORE IT FURTHER BE RESOLVED that the City of Kitchener urges the Government of Ontario to, as expeditiously as possible, amend the Ontario Fire Code Sentence 9.5.3.3.(3) to require that closures (doors) entering exit stairwells be equipped with both self-closing devices and positive latching; and,

THEREFORE IT FINALLY BE RESOLVED that a copy of this resolution be forwarded to the Honourable Premier of Ontario, the Minster of Municipal Affairs and Housing, the Association of Municipalities of Ontario; and, all other Ontario municipalities."

Yours truly,

C. Tarling
Director of Legislated Services
& City Clerk

    c: Honourable Steve Clark, Minister of Municipal Affairs and Housing
          Monika Turner, Association of Municipalities of Ontario
          Ontario Municipalities

FCHS FOUNDATION
Middlesex Hospital Alliance

Published by Four Counties Health Services Foundation Communications Committee

Medical Equipment Appeal - $98,900
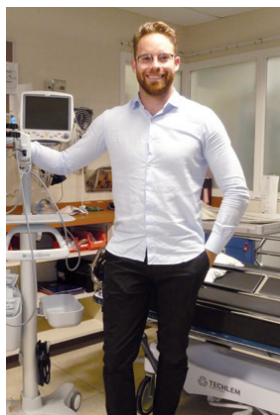
As we enter the holiday season all of us at Four Counties Health Services (FCHS) and Four Counties Health Services Foundation (FCHSF) would like to thank you for your past, continuing, and possible new support to our foundation and hospital. Without you, FCHS would not have the modern medical equipment it has to provide care closer to home. Every day we see and hear from patients who are grateful for the excellent care they receive and the medical equipment it takes to enhance this care.

Our dedicated staff, physicians, and volunteers strive for continued excellence in the care they provide. With this activity comes the need to refresh and renew existing equipment and technology which are essential tools to deliver quality, safe and efficient care to you and your loved ones.

In our Fall/Winter Appeal our foundation is raising funds to purchase state-of-the-art medical equipment to be used directly for patient care here at FCHS.

Negative Pressure Room - Location FCHS ED - $50,000 (FCHS Foundation Portion)

Negative pressure rooms, also called isolation rooms, help to protect patients, visitors, and healthcare staff from infectious illnesses. Due to the pandemic, we must also use this space when resuscitating critically ill patients. Since our current space is extremely limited, we are in urgent need of a larger negative pressure room in order to fit the staff and equipment necessary for providing life-saving care while protecting each other.

Pediatric Glidescope - Location FCHS ED - $20,000

The pediatric glidescope is a life-saving instrument that assists Emergency physicians in safely intubating critically ill pediatric patients.

IT Closet Switch - Location Hospital Wide - $12,000

An IT closet switch is a device that is critical to patient care as this device provides connectivity to patient electronic medical care.

Vital Signs Monitor - Location FCHS Inpatient Unit - $6,500

Nurses use a vitals machine for assessing a patient's blood pressure and other vital signs. Our new monitors will provide more accurate results and are streamlined to connect directly to our electronic health record.

Bariatric Patient Stretcher - Location ED & Inpatient Unit - $6,000

The bariatric stretcher is uniquely designed to comfortably and safely accommodate patients of all sizes. It helps to prevent pressure sores and falls while supporting safe transport between care areas.

IV Pump - Location ED & Inpatient Unit - $4,400

When nurses administer intravenous medications and fluids, they use an IV pump. These are programmable infusion pumps that accurately and efficiently deliver fluids and medications to our patients while helping to prevent medication errors.

Max Lowther
FCHS Nurse Practitioner

FCHS FOUNDATION
Middlesex Hospital Alliance

YES! Here is my gift to help support the FCHS Patient Medical Equipment Appeal

Name: _____

Address: _____

City: _____ Province: _____

Postal Code: _____

Donation Amount: $ _____

Payment Method: ■ **CHEQUE**   ■ **VISA**   ■ **MASTERCARD**

Card No.: _____ Expiry: _____ CVC: _____

Signature: _____

Email: _____

■ **YES!** I would like to join the **Monthly Giving Program**

CHARITABLE REG. # 11892 9546 RR0001

1824 Concession Dr., R.R. #3 Newbury, ON N0L 1Z0

☎ (519) 693-4441, ext. 2438   📠 (519) 693-7084   ✉ info.fchsfoundation@mha.tvh.ca

FCHS Foundation Update

As Chair of the Foundation, I hope this newsletter finds you well. As we enter the fall and winter seasons I hope this pandemic we are living through will not result in a surge of cases as we move indoors. Let us do what we can to keep the residents of our area and elsewhere safe and healthy.

Our spring appeal was well received, and the people of this catchment area achieved our goal. Our Foundation works with the Middlesex Health Alliance to determine how we can support this hospital. In this newsletter you will find what we are appealing for in order to improve both inpatient and outpatient care at FCHS. Your support for these vital pieces of equipment is appreciated. I wish to remind you again that the Ontario Government does not fund capital equipment which is the responsibility of the FCHS Foundation and our donors.

Thanks to you, local companies, businesses, and service clubs who support us and enable us to achieve our goals.

Good quality healthcare and medical equipment are key to running our hospital effectively and therefore the Foundation has accepted the listed items for our fall appeal. Your donation of what and when you can will be appreciated and help make FCHS a vibrant healthcare village.

Living in these times makes us wonder when life will return to normal but we wish to thank our hospital's dedicated staff, caregivers and management for making patient care a top priority. They have worked during trying times as they never know what could happen; thanks also to our community for working within the guidelines for the well being of our hospital and staff.

The latest news at the Foundation is our approval of our strategic plan and implementing the policies that give direction and firm ground to our future. Our new mission statement is "To build relationships that support Four Counties Health Service by raising awareness of critical equipment needs and encourage community ownership through giving." Following the resignation of two board members we are pleased to welcome and work with three new members, Janneke Newitt, Scott Gawley, and Pam White.

On behalf of the Board of Governors of the Foundation I once again offer a big thank you for your considerate financial support in our efforts to keep healthcare close to home and build relationships with our donors.

Tom Jeffery
Board Chair, FCHS Foundation

FCHS Infrastructure Update

Health Infrastructure Renewal Fund (HIRF)

The 2021/22 HIRF allocation of $178,685 will be used to replace all FCHS exterior doors. The tendering process is complete, purchase order issued and we await an installation schedule into spring 2022.

HIRF Exceptional Circumstance Project (ECP)

We were successful in our application for an ECP grant of $800,000 which will allow the replacement of most of the roof over the Emergency Department. Currently we are in the design phase and anticipate the work to proceed over the winter.

Ryan Whitney,
Manager, Facilities and Maintenance Services

■ **YES!** I would like to join the **Monthly Giving Program**

I would like to give $ _____

METHOD OF PAYMENT: I authorize The Foundation of Four Counties Hospital to withdraw from my bank account through my financial institution on the 10th day of each month.

■ I have enclosed a VOID cheque   ■ I prefer to use my credit card   ■ VISA   ■ MASTERCARD

Card No.: _____ Expiry:_____ CVC:_____

Signature: _____ Date: _____

You will receive a tax receipt at the end of the year. At any time you can change or cancel your monthly contribution by notifying
The Foundation: 519-693-4441 x 2438

At FCHS Foundation, we appreciate your support and treat your information with respect. We do not rent, sell or trade any personal information. The information you provide will be used to issue your charitable donation receipt and to keep you informed of events and fundraising opportunities in support of FCHS. If at any time you wish to be removed from our mailing list, simply contact us: 519-693-4441 ext. 2438 or info@fchsfoundation@mha.tvh.ca

What's Happening
at Four Counties Health Services

FCHS Welcomes Newbury Dental to our Health Village

FCHS Welcomes the arrival of Newbury Dental, with services to be delivered in a professional building space adjacent to the hospital. Newbury Dental has been under new ownership since October 2017. Recently, they decided to relocate their practice adjacent to their existing site to better serve their existing patient base and help grow the practice. More space was required to achieve both objectives. Newbury Dental is delighted to join the FCHS Health Village. "It is a privilege to partner with FCHS, where we will continue to provide comprehensive dental services to residents of the Four Counties Health Services area", says Dr. Martin Woo.

Renovations to the new site were completed, and the grand opening took place in June 2021. The team at Newbury Dental is very excited about their new home. Working with FCHS to renovate the space, the new facility will enhance their ability to deliver the best in all the services that modern dentistry has to offer.

- Preventative Care
- Invisalign
- Restorative dentistry
- Crown and bridge
- Implants
- Nitrous oxide dentistry (sedation in the near future)

- Extractions
- Pediatric dentistry
- Root canal therapy
- Dentures and implant supported dentures (denturist on site)

Newbury Dental is one of the latest in a series of new tenants joining FCHS. "Four Counties Health Services is delighted to welcome Newbury Dental as a partner, supporting our vision of a vibrant health village at our hospital. A dental clinic adds to the breadth of health-related services available in a rural hospital setting. This means access to services all in one location, closer to home," says Steph Ouellet, Vice President, Strategic Partnerships at the MHA.

FCHS Welcomes Southwest Ontario Aboriginal Health Access Centre to our Health Village

FCHS and the Southwest Ontario Aboriginal Health Access Centre (SOAHAC) are pleased to announce a new partnership at FCHS to expand access to both primary care and traditional healing services for the area's Indigenous population.

Over the past 23 years, SOAHAC has grown to be one of the largest Aboriginal Health Access Centre's (AHAC) in Ontario, serving more than 35,000 First Nation, Metis and Inuit individuals and families across the region. Earlier in 2021, SOAHAC approached FCHS for a satellite space to its Windsor clinic. SOAHAC and FCHS saw numerous collaborative opportunities, which could provide improved access for clients including, but not limited to: imaging, blood work, and diabetes education, adult day program and complementary health care services. These, combined with SOAHAC's model of care, made for a mutually respectful partnership for all.

FCHS is excited at this partnership, as their organization is embarking on improving their Indigenous engagement strategy. Together, they look forward to building long-term relationships with area Indigenous communities premised on the right to health determination and the

principles of: shared control, health equity, cultural inclusion, and holistic health. As an Indigenous organization, SOAHAC's onsite presence will help build stronger awareness of neighbouring First Nations communities, and provide opportunities to strengthen existing partnerships. "We are grateful to have the opportunity to partner with the SOAHAC team to provide a safe and culturally inclusive environment for Indigenous Peoples as part of our commitment to ensure respect, equality and safety in the hospital environment", says Todd Stepanuik, President and CEO, MHA.

The new SOAHAC clinic opened the week of June 7th, 2021, and will be occupying almost 2,300 square feet, which includes six exam rooms, four offices, and a central reception/waiting room area. SOAHAC's initial team is be comprised of a mental health counsellor, a nurse practitioner, and a family physician, with plans to offer Traditional Healing Services in the near future.

Service Club Presentations – Ultrasound Campaign

Kiwanis Club of Rodney & Members of the Kiwanis Club of Rodney - $4,500

Kiwanis Club of West Lorne - $2,500

RCL Branch 221 West Elgin Poppy Fund - $5,000

RCL Ontario Provincial Command Branches & Ladies Auxiliary Charitable Foundation - $5,200

From: Duncan McPhail <dmcphail@ELGIN.ca>
Sent: December 3, 2021 2:40 PM
To: Magda Badura <mbadura@westelgin.net>
Subject: Fwd: SWPH Response re: Letter of Instruction Questions

Sent from my iPad

Begin forwarded message:

> **From:** Joyce Lock <JLock@swpublichealth.ca>
> **Date:** December 3, 2021 at 1:17:00 PM EST
> **To:** Duncan McPhail <dmcphail@elgin.ca>
> **Cc:** "Cynthia St. John" <cstjohn@swpublichealth.ca>, Amanda Koning <akoning@swpublichealth.ca>
> **Subject: SWPH Response re: Letter of Instruction Questions**

Hello,

Thank you for your inquiry. We can certainly appreciate the impact of this Letter of Instruction on the local community and the need to understand the data that informed the decisions regarding which municipalities were included. We have answered your questions below.

Collection and Reporting of Vaccination Data
For the vaccination coverage data, it is not possible to use client city due to data quality issues (errors/typos in a very large number of records), so we use postal codes to assign people to municipalities. Postal codes are assigned using the Postal Code Conversion File which assigns each postal code (full 6 characters) to one area. There may be postal codes that overlap different municipalities but must be assigned to just one area to avoid double counting the record. This automated process is required due to the very large number of records that need to be mapped (over 150,000 in the Southwestern Public Health region) and is a known limitation that occurs across all areas in the province. The Ministry of Health, Public Health Ontario, and ICES also use postal codes to assign clients to different geographies.

Calculation of Weekly Incidence Rate
The data we used for the weekly incidence rates spans November 18-24 (Thursday-Wednesday). We used a total of all new cases reported to us over that time and divided

it by the population size *100,000 to convert the case numbers to a rate per 100,000 population.

To report the incidence rates by municipality, we assign each case to one area using their postal address. The part of the postal address we use to assign cases is based on the city/town where the case lived while they were sick. These cities are then grouped into municipalities with each city assigned to one municipality. Cities cannot be assigned to more than one municipality or else the case will be double counted. City was used instead of postal code because postal codes can cross multiple boundaries, including areas outside of the Southwestern Public Health region.

Vaccination Rates and Weekly Incidence Rates for Dutton/Dunwich

The weekly incidence rate for Dutton/Dunwich the week of November 18-24th was 0 cases/100000. 83.2% of the population 12+ in the municipality are fully vaccinated (as of November 26). Tomorrow, we will begin sharing municipal vaccine coverage rates on our COVID-19 dashboard.

We truly appreciate the continued support that you and the community of West Elgin have provided as we work together to protect health and curb the spread of COVID-19. We know this has been a long battle and that we are all tired. The decision to implement these capacity restrictions has not been taken lightly. We hope that they are temporary measures and commit to lifting them as soon as it is safe to do so.

Thank you,
Dr. Joyce Lock

Notice: A number of Elgin County services are unavailable at this time due to the evolving health situation (COVID-19). Please visit www.elgincounty.ca for daily updates.

From:	Eagle Community Centre
To:	Jana Nethercott
Subject:	Community Grant - Eagle Community Centre
Date:	December 9, 2021 10:01:18 PM

Dear West Elgin Council Members,

The Eagle Community Centre was the proud recipient of the 2021 Council Grant in the amount of $10,000, and are so appreciative of this award.

Unfortunately, this has been another unprecedented year which has made obtaining structural advice, receiving responses from companies, etc. a frustrating endeavour, given that many businesses are overwhelmed with jobs that were put on hold in 2020. We will assure you the money will be used to repair the foundation as indicated in our application, but it will not happen in this calendar year. As we continue to reach out for structural advice and follow the next steps, we will be pleased to provide you with updates.

If you require the grant money returned, we will provide that to you upon your request.

The Eagle Community Centre continues to thrive and offers our local communities a place to meet, celebrate and enjoy. Thank you for supporting this 126 year old significant landmark and we are confident that we will proceed with the necessary repairs to the foundation as soon as possible.

Sincerely,

Janet Given, President
Eagle Community Centre
"Great things happen here"
(519) 768-2698
Email: eagleccentre@gmail.com
Web Site: Eagle Community Centre

E-MAIL ETIQUETTE……

Please delete details of all previous senders (names & email addresses) before forwarding. Remember to use "Bcc" instead of "Cc" when sending to multiple email addresses. Thank you.

The Corporation Of The Municipality Of West Elgin

By-Law No. 2022-68

Being a By-Law to Enter into an Agreement with Intelivote Systems Inc. for Voting by Telephone and Internet for the 2022 Municipal Elections

WHEREAS *the Municipal Elections Act, S.O. 1996,* Subsection 42(1)(b) states that the Council of a local municipality may pass by-laws to authorize electors to use an alternative voting method, such as voting by mail or by telephone, that does not require electors to attend at a voting place in order to vote;

AND WHEREAS *the Municipal Act 2001, S.O. 2001*, Chapter 25, Section 8 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS *the Municipal Act 2001, S.O. 2001*, Chapter 25, Section 9(a, b) states that Sections 8 and 11 shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS *the Municipal Act 2001, S.O. 2001*, Chapter 25, Section 9(2) states that in the event of ambiguity in Sections 8 and 11, those sections shall be interpreted broadly to include, rather than exclude, municipal powers that existed on December 31, 2002;

AND WHEREAS the Council of the Corporation of the Municipality of West Elgin by Resolution No. 2021-323 authorized an alternative voting method;

AND WHEREAS the Council of the Corporation of the Municipality of West Elgin deem it necessary and appropriate to enter into an Agreement with Intelivote Systems Inc. for the purpose of providing the alternative method of voting, being "Voting by Telephone/Internet", to ensure greater accessibility of all voters to exercise their individual and democratic right.

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 enter into an Agreement with Inetlivote Systems Inc. for the purpose of providing the alternative method of voting as authorized by Council.

2. That the Mayor and Clerk are hereby authorized to execute the agreement attached as Schedule "A" to this by-law.

3. That any by-law inconsistent to this by-law is hereby repealed.

READ and passed in open Council, signed and sealed this 16th day of December, 2022.

_____   _____
    Duncan McPhail   Jana Nethercott
       Mayor   Clerk

MUNICIPAL VOTING CONTRACT

Agreement for eVoting Services made and effective this 30th day of November, 2021

BETWEEN:

> **MUNICIPALITY OF WEST ELGIN**
> Of 22413 Hoskins Line, Rodney ON N0L 2C0
> (herein called "the Municipality")
>
> - and -
>
> **INTELIVOTE SYSTEMS INC.**
> Of 40 Thornhill Drive, Unit 12, Dartmouth, Nova Scotia, B3B 1S1
> (herein called "ISI")

WHEREAS ISI has developed application software, procedures and expertise to provide an electronic voting service incorporating voting through secure wireless, telephone and internet connections, in conjunction with mail-in votes and ballots cast in person at polling stations ("the ISI Service");

AND WHEREAS the Municipality wishes to obtain from ISI the use of the ISI Service to conduct its Election on the Election Date(s) defined in Article 1 below;

AND WHEREAS ISI and the Municipality wish to set forth the terms applicable to the use of the ISI Service for the Municipality's Election on the Election Date(s);

NOW THEREFORE FOR the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, ISI and the Municipality, intending to be legally bound, agree as follows:

1. **Definitions**

    1.1   "Auditor" – means a third party or an individual assigned by the Municipality to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

    1.2   "Candidate" means the same as the definition provided in the Municipal Elections Act, 1996, S.O. 1996, CHAPTER 32.

    1.3   "Candidates' Agents" – means persons accredited by the Municipality as a candidate, or agent or scrutineer of a candidate.

1.4   "Candidate Reports"- means an electronic record in an agreed upon format produced and made available to Candidates' Agents during the Voting Period at times agreed upon in advance between the Municipality and ISI showing the name or other identifier for each Eligible Elector recorded on the ISI Service for each Eligible Elector and which of those Eligible Electors have voted.

1.5   "Consulting Services"- means the services described in Schedule "A" hereof which are to be rendered by ISI.

1.6   "Contract Administrator"- means the persons identified in Article 4 as primary Contract Administrators or other Contract Administrators.

1.7   "Control Centre"- means the location at which ISI sets up the control access and monitoring of the database and processing functions of the ISI Service.

1.8   "Election Date(s)"- means the following days: Friday, October 14, 2022 until Sunday, October 23, 2022 and October 24, 2022.

1.9   "Election Officials"- means the persons who the Municipality designates in writing to ISI as the persons who have jurisdiction over the legal control and conduct of the Election, including the usual powers and authority of a Chief Electoral Officer (CEO) and/or returning officer, whose rulings ISI shall be compelled to comply with.

1.10   "Eligible Elector"- means a person who the Municipality has determined is eligible to vote in the Election and to whom a PIN has been provided.

1.11   "Interactive Voice Response" and "IVR"- means the capability for electors to listen to voting options and to cast a vote(s) through a telephone system including wireless phones.

1.12   "Internet Enabled Connection Service"- means the capability for electors to connect through the internet to a website and to read the voting options and to cast a vote(s) through the internet connection.

1.13   "PIN"- means a unique personal identification number assigned to each Eligible Elector.

1.14   "Telephone Voting Number"- means the toll-free telephone number to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a telephone including a wireless telephone and cast their votes.

1.15   "Voting Decision"- means one or more slates of candidates in which the elector is entitled to vote in a predetermined manner and any number of questions on which the elector is entitled to vote.

1.16 "Voting Period"- means the hours designated by the Municipality during the Election Date(s) during which Eligible Electors are entitled to cast their vote.

1.17 "Website Voting Address"- means a secure Internet Protocol address to be agreed upon between the Municipality and ISI to which Eligible Electors may connect through a web browser and cast their votes.

2.   Provision of ISI Services

2.1 ISI hereby agrees to provide the use of the ISI Service to the Municipality and to its Eligible Electors during the Voting Period and to provide any required and agreed to Consulting Services and Technical Support Services to the Municipality for the municipal election and the Municipality shall pay the fee set out in article 7 to ISI in accordance with the payment terms set out in clause 7.1.4.

3.   Specifications

3.1 The ISI Service shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI Service and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2, 3.3, and 3.4, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.

3.2 The ISI Service shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.

3.3 The ISI Service shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.

3.4 Access to the ISI Service via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Period unless directed by the Election Officials to extend or reduce the Voting Period.

3.5   The ISI Service shall enable the Auditor to access the ISI Service and cast auditing votes during the Voting Period which can be tracked as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI Service is functioning properly.

3.6   The ISI Service shall enable Election Officials and/or the Auditor to have secure access to the tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Period.

3.7   The ISI Service shall enable ISI personnel to shutdown the ISI Service and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.

3.8   The ISI Service shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

4.   Contract Administration

4.1   Each party shall designate the name, address, telephone, fax and email addresses of a primary Contract Administrator. The Contract Administrator shall be responsible for arranging all meetings, visits and consultations between the parties and for the transmission and receipt of all official notices and for all administrative matters such as invoices, payments and amendments.

The primary Contract Administrator for ISI shall be:
Name: Dean Smith
Telephone: (902) 481-1156
Email: Dean.smith@intelivote.com

The primary Contract Administrator for the Municipality shall be:
Name: Jana Nethercott
Telephone: (519) 785-0560 x222
Email: clerk@westelgin.net

4.2   Any party may by notice in writing to the other party's primary Contract Administrator designate a different person as Contract Administrator for a specific aspect of the administration of the contract.

4.3   The Contract Administrators will be available Monday through Friday 8:30 a.m. to 4:30 p.m. Eastern Time, excluding lunch hours and a reasonable number of days spent out of the office and shall respond within one (1) business day of the receipt of any request for information or request for decisions that are communicated between the Contract Administrators.

4.4   Each party may change its Contract Administrators by notice to the other party's primary Contract Administrator.

4.5   Each of the Contract Administrators shall communicate with each other promptly as to the status of information, procedures and progress on each of their respective tasks as set out in this Agreement and to advise the other forthwith upon the occurrence of any material change in such plans.

4.6   If any party (first party) receives notice from the other party that the first party's Contract Administrator is not carrying out his or her duties to the satisfaction of the other party, then the first party shall promptly designate another person as its Contract Administrator.

5.   Obligations of the Municipality

5.1   The Municipality shall:

5.1.1.   Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.

5.1.2.   Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI Service as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.

5.1.3.   Pay ISI for services such amounts as are outlined in Article 7 and pay to third parties such costs which pursuant to this contract and to Schedule "A" the Municipality is responsible to bear and to indemnify ISI in respect of such costs.

5.1.4.   Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, telephone service at any, or all, Voter Help Centres.

5.1.5.   Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.

6.   Obligations of ISI

6.1   ISI shall:

6.1.1.   Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;

6.1.2.   Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;

6.1.3.   Provide the ISI Service functioning in accordance with the Specifications set out in Clause 3 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Period;

6.1.4.   Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";

6.1.5.   Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI Service providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI Service;

6.1.6.   Ensure that the voting instructions are available on the ISI Service during the Voting Period;

6.1.7.   Make available online to the Election Official and/or Auditor at the end of the Voting Period the results of votes cast for each candidate and question; and

6.1.8.   Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.

7.   Fee and Payment Terms

7.1   The Municipality agrees to pay to ISI:

7.1.1.   A base services fee equal to $1.00 per Eligible Elector being the number of eligible and enumerated electors in the ISI Service on Election Day(s);

7.1.2.   A services and postage fee equal to $1.35 per Eligible Elector for the creation, printing and distribution of Voter Instruction Letters;

7.1.3. Any fees for additional consulting services described in Schedule "B";

7.1.4. The fees payable pursuant to clause 7.1.1 and 7.1.2 are payable as follows:
a) 30% of the base services fee of $1.00 per Eligible Elector on execution of this Agreement, based on the number of Eligible Electors as determined by the previous list of electors used for the most recent Election held in the Municipality, when invoiced by ISI;
b) The services and postage fee of $1.35, for each Voter Instruction Letter to be sent to each Eligible Elector when invoiced by ISI (typically 30 days prior to letter printing) and,
c) the balance of the service fee immediately after the Election Date, when invoiced by ISI;

7.1.5. The Municipality shall pay in addition to the fees stated above Harmonized Sales Tax (HST) and any other taxes applicable to the provision of such services.

7.1.6. Any fee or portion thereof not paid on the date on which it is payable shall bear interest at the rate of 12% per annum calculated and applied monthly.

8. Ownership and Rights

8.1 ISI shall maintain ownership of all intellectual property rights associated with the ISI Service and the Municipality is only entitled to the data concerning the Election generated by the ISI Service and the Municipality shall have no other rights in or further use of the ISI Service.

9. Representations and Warranties

9.1 ISI represents and warrants that:

9.1.1. Use of the ISI Service as described in this Agreement does not infringe the intellectual property rights of any person;

9.1.2. ISI has and will have full and sufficient right to supply the use of the ISI Service during the Voting Period;

9.1.3. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and

9.1.4.   ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.

9.1.5.   The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.

9.1.6.   If any Provincial or Federal Government Authority postpones the 2022 Municipal and School Board Elections scheduled for October 24, 2022, as a result of Covid-19 pandemic, ISI will continue to provide the obligated services described in Article 6 at no additional cost other than those already described in Article 7 of this Agreement.

9.2   The Municipality represents and warrants that:

9.2.1.   The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI Service for its Municipal Election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

10. Remedies

10.1   If a party fails or refuses at any time to perform its obligations under this Agreement, then the other party may deliver the defaulting party notice of intent to terminate this Agreement, which notice shall specify the alleged failures or refusals and, if within three (3) business days of receipt of the notice or such other reasonable period in relation to the default, the defaulting party shall not have cured all the defaults set out in the notice or presented a plan reasonably acceptable to the other party to cure these defaults, the other party may, at its option elect to terminate this Agreement.

10.2   If the Municipality terminates this Agreement as a result of all the positions up for election being acclaimed, then the Municipality shall reimburse ISI all out-of-pocket expenses incurred for the planning and delivery of the Municipal Election in addition to the installments payable pursuant to clauses 7.1.4(a). To be clear, only the service fees for the eVoting service deposit defined in section 7.1.4(a) are payable. The services and postage fee, for the Voter Instruction Letter is not required as there will be no service or postage required and thus it will not be billed to the municipality.

10.3   If the Municipality terminates this Agreement for any reason other than the reason stated in clause 10.2 without material default by ISI, then the Municipality shall pay ISI fifty percent (50%) of the total fees that would be payable pursuant to Article 7 if the ISI Service had been employed for the

Municipal Election, except that a deduction shall be made of any fees payable under 7.1.2 that have not been incurred by ISI.

10.4 And any payments previously paid by the Municipality to ISI shall be deducted from amounts otherwise payable pursuant to Article 10.3.

11. Force Majeure

11.1 Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers or postal carriers, including suppliers of application software to ISI, and restraint by Court or public authority.

12. Limitation of Liability

12.1 ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

13. Miscellaneous

13.1 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

13.2 The parties and their representatives signing this Agreement hereby acknowledge and represent that the representatives signing this Agreement are authorized and have full authority to enter into this Agreement on behalf of the parties for whom they have signed.

13.3 No delay or admission by either party to exercise any right or power occurring upon any noncompliance or default by other party shall impair any such right or power or to be construed as a waiver thereof, unless such waiver is in writing.

13.4 This Agreement, including the Schedules referred to in this Agreement, constitutes the entire agreement of the parties with regard to the subject matters addressed in this Agreement and this Agreement supersedes all prior or contemporaneous agreements or discussions or representations, whether oral or written with respect to the subject matter of this Agreement

and this Agreement cannot be varied, amended, waived or discharged except in writing signed by all parties.

13.5   Time is of the essence to the performance of the party's obligations under this Agreement.

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

13.7   This Agreement may not be assigned to any other party without the written consent of the other party.

MUNICIPALITY OF WEST ELGIN

Per:_____
      Duncan McPhail, Mayor

Per:_____
      Jana Nethercott, Clerk

INTELIVOTE SYSTEMS INC.

Per:_____
      Dean Smith, President and Founder

SCHEDULE "A"
Base Services

ISI Base Services to be provided within the agreed upon fee identified in clause 7.1.1. These services include:

a) Develop and manage a critical path plan for required activities in coordination with the Municipality;

b) Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, mail-in, or polling station, if offered by the municipality. Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration;

c) Attending organizational committee meetings with the Municipality, online via Zoom, or in person if ISI staff are in-province;

d) Assist in the development by the Municipality of educational materials for electors including creation of the Voter Instruction Letter providing specific instructions on how to successfully use the electronic voting process;

e) Assistance in the management of the electors list;

f) Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible elector information to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of Voter Instruction Letters;

g) Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the Municipal Election, and if the Municipality is paying ISI pursuant to Article 7.1.2 to prepare and mail out Voter Instruction Letters, then ISI will be responsible for the costs of preparing and mailing out the Voter Instruction Letters;

h) Technical consultation to address specialized system requirements;

i) Development and recording of voice scripts for the Election;

j) Website development and design including generation of a customized webpage for voters to link from to vote;

k) Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification;

l) Customization and development of all activity associated with configuring the Election such as: district/ward setup; candidate assignment; voice script recording;

Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality;

m)   Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials;

n)   Training for Election HelpLine staff, Auditors, Election Officials (Returning Officer);

o)   Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event;

p)   Municipality specific consulting by ISI staff to work with the Municipality, at a date and time agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A". Where possible, and at ISI's discretion, ISI staff may be available to travel to the Municipality during the engagement and provide training or assistance, on site. Zoom coordinated training will be done in person with a live consultant providing the training to facilitate a more meaningful session and to address any municipality specific questions, prior to and during the election as required.

SCHEDULE "B"
Consulting Services

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - $800/day plus applicable taxes
All travel and living expenses will be reimbursed to ISI at cost.

The Corporation Of The Municipality Of West Elgin

By-Law No. 2021-69

Being a By-Law to Provide for Various Fees and Charges for the Municipality of West Elgin

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

Whereas Section 10(1) of the *Municipal Act*, provides that a municipality may provide any service or thing that municipality considers necessary or desirable for the public; and

 Whereas Section 10(2) of the *Municipal Act,* provides that a municipality may pass by-laws respecting: in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); and

Whereas Section 391(1) of the *Municipal Act,* provides that a municipality may impose fees or charges on persons:

(a) for services and activities provided or done by or on behalf of it;
(b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
(c) for the use of its property including property under its control; and

Whereas Section 69 of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, provide that council of a municipality may by by-law, establish a tariff of fees for the processing of applications made in respect of planning matters; and

Whereas it is deemed expedient to pass this by-law;

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

1.   The fees and charges listed in the column headed "Fee" on the attached schedules of this by-law are approved and imposed for the associated department commencing on the date this by-law is approved.

2.   All fees and charges listed on the schedules attached hereto are subject to applicable taxes, unless otherwise specified.

3.   The fees and charges, listed on the schedules attached hereto, plus applicable taxes, are due and payable:

   a) at the time of the transaction for which the fee or charge is imposed; or
   b) if subsection 3.1 a) is not applicable, upon the due date specified in any invoice issued by The Corporation of the Municipality of West Elgin to any person or party in connection with a fee or charge listed on the schedules attached hereto.

4.   The fees and charges, listed in the schedules, attached hereto, can be paid by debit, cash, cheque or by any other manner authorized by the Municipality of West Elgin.

5.   Fees and charges listed on the schedules attached hereto, and imposed on a person or party, constitute a debt of the person or the party to The Corporation of the Municipality of West Elgin. Where there is statutory authority to do so, the Treasurer may add fees and charges imposed by this by-law to the tax roll for the property in the same manner as municipal taxes.

6.   Council of the Municipality of West Elgin reserves the right to waive or alter any fee at their discretion on a case by case basis, through resolution of Council.

7.   By-Law 2020-87 is hereby repealed.

Read a first, second, and third time and finally passed this 14th day of February, 2019.

_____   _____
    Duncan McPhail   Genevieve Scharback
      Mayor   CAO / Clerk

Administration Fees

Item	2021 Fee	Tax
Animal Control		
Dog Licence	$ 40.00	Exempt
Administration fee for unpaid dog tag	$ 50.00	Exempt
Kennel Licence	$ 150.00	Exempt
Replacement Tag	$ 15.00	Exempt
Requests		
Reprint of Tax/Water Bills or Statements	$ 10.00	Exempt
Tax Certificates	$ 50.00	Exempt
Zoning Certificates/ Letters	$ 50.00	Exempt
Fire Report	$ 50.00	Exempt
Work Order Inquires & Septic Certificates	$ 50.00	Exempt
General		
Mileage (per km)	$ 0.495	Exempt
NSF Fee	$ 30.00	Exempt
Copies of Zoning or Official Plan By-Law	$ 50.00	Exempt
Photocopies	$ 0.50	Exempt
Tax Sale Packages	$ 15.00	Exempt
Fax (per page)	$ 1.25	Exempt
Courier Delivery (Flat Rate)	$ 8.00	Exempt
Burial Permit	$ 10.00	Exempt
Marriage License	$ 110.00	Exempt
Marriage Ceremony	$ 300.00	Exempt
Rehersal fee	$ 50.00	Exempt
Penalty on late payments (per month)	2% of charge	
Truck, Air Break and Bus MTO Books	$ 18.95	HST
Driver and Motorcycle MTO Books	$ 14.95	HST
Transfer of Fee to Property Taxes	$ 50.00	Exempt
General Research Fee per hour	$ 30.00	Exempt
By-law Appeal Hearing Fee	$ 125.00	Exempt
Drainage		
Tile Drain loan application	$ 150.00	Exempt
Drainage Reapportionment (first Drain)	$ 75.00	Exempt
Drainage Reapportionment (additional drains)	$ 50.00	Exempt
Drain Maintenance (min charge)	$ 30.00	Exempt
MFIPPA		
Application Fee	$ 5.00	Exempt
Search/Preparation Time per hour	$ 30.00	Exempt
Photocopies	$ 0.20	HST
Shipping (minimum)	$ 8.00	HST
Bookeeping- per annum		
Arena	$ 2,500.00	Exempt
Tri-County Water Board	$ 7,000.00	Exempt
Port Glasgow Trailer Park	$ 10,000.00	Exempt

Building Fees		
Item	**2021 Fee**	**Tax**
Residential		
1st Floor per square foot	$0.65/sf	Exempt
2nd & 3rd floor per square foot	$0.65/sf	Exempt
Basement	$0.20/sf	Exempt
Crawlspace	$0.20/sf	Exempt
Garage/Porch/Deck/Storage/Workshop	$0.20/sf	Exempt
Alt & Reno where square footage cannot be determined as above	$10/$1000 Const. Value	Exempt
Minimum Fee for all permits	$ 200.00	Exempt
Accessory Buildings - Decks, Porches etc.		
Less than 250 sf	$ 125.00	Exempt
251 to 500 sf	$125+ $0.20/sf over 250 sf	Exempt
501 to 1000 sf	$235 + $0.10/sf over 500 sf	Exempt
Over 1000 sf	$275 + $0.08/sf over 1000 sf	Exempt
Industrial/Commercial/Institutional		
Minor add/alt less than 1000 sf GFA	$0.35/sf - $300.00 min	Exempt
Major add/alt 1000 sf + GFA	$0.35/sf - $500.00 min	Exempt
New construction	$0.35/sf - $1000.00 min	Exempt
Institutional	$10.00/$1000 Const. Value - $500.00 min	Exempt
Industrial	$10.00/$1000 Const. Value - $500.00 min	Exempt
Farm Buildings		
Livestock Buildings & Manure Pits	$100 +$6.25/$1000 Const Value	Exempt
Non Livestock Agricultural Bldgs.		
Less than 250 sf	$ 150.00	Exempt
251 to 500 sf	$150 + $0.20/sf over 250 sf	Exempt
501 to 1000 sf	$235 + $0.10/sf over 500 sf	Exempt
1501 to 3000 sf	$330 + $0.04/sf over 1500 sf	Exempt
3001 sf or greater	$385 + $0.03/sf over 3000 sf	Exempt
Woodstoves, Chimneys, Fireplaces and other Wood Burning Appliances	$ 125.00	Exempt
Demolition Permit	$ 125.00	Exempt
In Ground Swimming Pools (incldes fencing)	$ 125.00	Exempt
Fence around Above Ground Pools	$ 125.00	Exempt
Building Re-locations		Exempt

Building Fees Continued

Item	2021 Fee	Tax
Sewage System Permits		
New Class 4 or 5 sewage system	$ 525.00	Exempt
Repair to sewage system	$ 325.00	Exempt
Permit Renewal Fee	$ 125.00	Exempt
Permit Fees		
Transfer of Permit Fee	$ 125.00	Exempt
Tent Permit (greater than 60 m squared)	$ 125.00	Exempt
Re-inspection Fee (not ready for insp)		Exempt
Change of Use (no construction)	$ 125.00	Exempt
Septic Inspection due to severance	$ 125.00	Exempt
Indemnity/Security Deposit (refundable)	$500 or $1000	Exempt
Conditional Permit	$ 300.00	Exempt
Sign permit	$ 125.00	Exempt
Building Research Fee (per hour)	$ 30.00	Exempt
Water Service Inspection fee	$ 75.00	Exempt

GFA = Gross Floor Area

Fire Department Fees

Item	2021 Fee	Tax
Emergency Services on Provinicial Highways - per hour, per road	$ 485.00	Exempt
Emergency Services on Roads in Municipality (Non-residents)	$ 485.00	Exempt
Emergency services on private property by outside agencies	based on actual costs	Exempt
Inspection Services - per inspection	$ 125.00	Exempt

Planning

Item	2021 Fee	Tax
Consent (severance) application	$ 800.00	Exempt
Minor variance application	$ 1,000.00	Exempt
Extension, enlargement or other change to non-conforming uses	$ 1,000.00	Exempt
Zoning by-law amendment application	$ 1,200.00	Exempt
Holding zone symbol removal by-law	$ 500.00	Exempt
Temporary use by-law	$ 1,200.00	Exempt
Temporary use by-law deposit	$ 5,000.00	Exempt
Renewal of temporary use by-law	$ 600.00	Exempt
Deeming by-law	$ 1,200.00	Exempt
Zoning Certificate/letter	$ 50.00	Exempt
Official plan amendment application	$ 2,000.00	Exempt
Site plan control application	$ 1,000.00	Exempt
Site plan agreement (includes legal and registration costs)	$ 1,000.00	Exempt
Amendment to site plan agreement	$ 500.00	Exempt
Plans of subdivision/plans of condominium (plus engineering, consultant and/or legal costs)	$ 2,000.00	Exempt
Development agreement (plus engineering, consultant and/or legal costs)	$ 1,000.00	Exempt
Amendment to development agreement (plus engineering, consultant and/or legal costs)	$ 500.00	Exempt
In-lieu of Parkland Fee (new lot creation in settlement area only)	$ 750.00	Exempt
* Note: Any engineering, legal or consulting fees over and above established rates will be added to all planning fees. These fees are charged per lot, where applicable.		

Port Glasgow Trailer Park Fees

Item	2021 Fee	Tax
Seasonal Fees		
Lots with 30 amp service	$ 1,800.00	HST
Additional charge for Lakefront	$ 100.00	HST
Winter Storage	$ 50.00	HST
Additonal charge for:		
air conditioner	$ 80.00	HST
freezer	$ 80.00	HST
fridge	$ 80.00	HST
electric dryer	$ 80.00	HST
electric hot water heater	$ 80.00	HST
combo electric/gas hot water heater	$ 80.00	HST
electric golf carts	$ 60.00	HST
electric car	$ 60.00	HST
Boat Trailer Parking	$ 50.00	HST
Refundable deposit for key to laundry room	$ 10.00	Exempt
Coin access washer*	$ 3.00	Exempt
Coin access dryer	$ 2.00	Exempt
Rental of Dance Hall	$ 25.00	HST
Clean up deposit for Dance Hall Rental	$ 100.00	HST
Rental of Pavillion (per day)	$ 25.00	HST
Rental of Pavillion (per hour)	$ 5.00	HST
Rental of Recreation Hall (per day)	$ 25.00	HST
Seasonal Lot Transfer of Lease	$ 100.00	HST
Booth Rental (June to Sept) (per month)	$ 150.00	HST
Cleaning of yard at an individual trailer site (per hour)	$ 40.00	HST
Transient Fees		
Per Night		
Tents	$ 35.00	HST
1 Man Tent (no motorized vehicle)	$ 15.00	HST
Sites with hydro and water	$ 45.00	HST
Sites with hydro and water and sewer	$ 50.00	HST
Weekly (7 days)		
Sites with Hydro and Water	$ 285.00	HST
Sites with hydro and water and sewer	$ 315.00	HST

Note: rental fees for Dance Hall, Pavillion and Recreation Hall do not apply to
season residents of Port Glasgow Trailer Park
*price increase to take effect when the washers replaced

Public Works

Item	2021 Fee	Tax
9-1-1 Signs		
Sign	$ 30.00	Exempt
Post	$ 30.00	Exempt
Sign & Post together	$ 50.00	Exempt
Recylcing		
Composter	$ 35.40	HST
Blue Box	$ 8.00	HST
New Home Construcion (max 2)	No Charge	
Landfill - Tipping Fees		
Pick up Load	$ 40.00	Exempt
1/2 pick up load	$ 20.00	Exempt
Large Item Fee (Couches, Mattress etc)(per item)	$ 10.00	Exempt
Removal of Refridgerant	$ 25.00	Exempt
Shingles/Construction Materials/ Commercial	$ 100.00	Exempt
Permits		
Entrance Permit	$ 100.00	Exempt
Refundable deposit for above permits	$ 400.00	exempt
Road Occupancy Permit (to work under/on road)	$ 100.00	Exempt
Moving Permit	$ 100.00	Exempt
Refundable deposit for above permits	$ 1,000.00	exempt
Above requires Certificate of Insurance Naming Municipality as Co-Insured		
Oil & Gas exploration - Road user agreement for construction		
Agreement fee	$ 240.00	HST
Annual fee (per km)	$ 105.00	HST
Refundable deposit for damages (per km)	$ 1,000.00	exempt
Work on Road allowance on behalf of ratepayer		
Time	current employee rate	HST
Equipment	based on current Ontario Provincial Standard Specification	HST
Material	cost	HST
Administration fee	5% of total invoice cost before taxes	HST
Work on Private Property as a result of Municipal Order		
Time (minimum 2 hours)	current employee rate	HST
Equipment	based on current Ontario Provincial Standard Specification	HST

Public Works Continued

Item	2021 Fee	Tax
Material	cost	HST
Administration fee	5% of total invoice cost before taxes	HST
Work on Road Allowance on behalf of Elgin County		
Time	current employee rate	HST
Equipment	West Elgin's Internal equipment rate	HST
Material	cost	HST
Administration fee	5% of total invoice cost before taxes	HST

Recreation Fees

Item	2021 Fee	Tax
Arena		
Ice Rental		
Prime time (Weekdays after 5 p.m. & All day Saturday & Sunday)	$ 150.44	HST
Off Prime time (Weekdays 8 a.m. to 5 p.m.)	$ 61.95	HST
Minor Sports Associations (per hour)	$ 130.00	HST
Prime Time Adult Rate - As of Sept 1/21	$ 159.30	HST
Prime Time Youth Rate- As of Sept 1/21	$ 135.40	HST
Off Prime Rate (adult & youth)- As of Sept 1/21	$ 75.22	HST
Arena Warm Room Rental (per hour)	$ 20.00	HST
Skate Sharpening	$ 5.00	Exempt
Public Skating		
per person	$ 3.00	Exempt
per family	$ 7.00	Exempt
Summer Main Floor		
Per day (8 hours)	$ 425.00	HST
Per hour	$ 45.00	HST
Set up (per hour per staff member)	$ 45.00	HST
Additonal Clean up (per hour per staff member)	$ 45.00	HST
Booth Rental		
Per month (open 3 days per week)	$ 300.00	HST
Advertising Space Rental (Per Season)		
Wall Signs (3 x 6')	$ 100.00	HST
Ice Logos (plus expenses)	$ 500.00	HST
Zamboni (per full side)	$ 500.00	HST
Board Wrapping	$ 250.00	HST
Above does not include the cost of the sign/Wrap		
Recreation - General		
Miller Park Pavillion (per hour)	$ 5.00	HST
Miller Park Pavillion (per day)	$ 25.00	HST
West Lorne Complex Meeting Room (per hour)	$ 25.00	HST
Staff Monitoring/Training due to COVID (if required)	$ 45.00	HST
Municipally Run Program (per person/per session)	$ 2.00	Exempt
West Elgin Recreation Centre		
Main Floor Rental (per hour)	$ 30.00	HST
Large Meeting Room (per hour)	$ 20.00	HST
Kitchen per hour	$ 40.00	HST
Small Meeting Room (per hour)	$ 15.00	HST
Full Building Full Day Rental (8+ hours)	$ 425.00	HST
Full building (per hour)	$ 75.00	HST
Staff Set Up fee (per hour per staff member)	$ 45.00	HST

Recreation Fees Continued

Item	2021 Fee	Tax
Baseball Diamond		
Baseball Diamond - with lights (per season per team)	$ 400.00	HST
Baseball Diamond - without lights (per season per team)	$ 200.00	HST
Baseball Tournaments (per day)	$ 100.00	HST
Soccer Fields		
Minor Soccer (per player)	$ 12.00	incl HST
Adult Soccer (per team)	$ 200.00	HST
Soccer Tournaments (per day/ per field)(adults)	$ 100.00	HST
Sand Ring (per day)	$ 300.00	HST
Sand Ring with overnight camping	$ 500.00	HST
Swimming Pool		
Family Season Pass	$ 180.00	Exempt
Family Monthly Pass	$ 110.00	Exempt
Single Season Pass	$ 95.00	Exempt
Single Monthly Pass	$ 60.00	Exempt
Open Swim Admission (per person)	$ 3.00	Exempt
Open Swim Admission (per family)	$ 7.00	Exempt
Swimming Lessons (per 2 week Session)	$ 65.00	Exempt
Private Swimming Lessons (per 2 week Session	$ 100.00	Exempt
Pool Rental (per hour - include 2 Life Gaurds)	$ 65.00	HST
Additional Life Gaurds (per hour)(if required)	$ 25.00	HST
Aqua Fit (per class)	$ 5.00	exempt
Aqua Fit (for 10 visits)	$ 45.00	exempt
Adult and Senior Swim (per vist)	$ 3.00	exempt
Swim Team / Synchronized Swimming (season)	$ 55.00	Exempt

** Notes

Public skate/ Open swim times prices based on 1.5hour

Shaded fees take effect September 1, 2021

Four Counties Transit Fees

Item	2021 Fee	Tax
Trips within Service Area		
Mileage (per km)	$ 0.70	HST
One way Trip	$ 6.00	HST
Round Trip (per person)	$ 12.00	HST
Trips outside Service Area		
Round Trip (per person) + Mileage	$ 35.00	HST
Special trips		
During normal hours (per hour) + mileage	$ 35.00	HST
Outside normal hours (per hour)+ mileage	$ 50.00	HST

Water Fees

Item	2021 Fee	Tax
Administration		
Water Security Deposits - Tennants (Residential)	$ 200.00	exempt
Water Security Deposits - Tennants (Commercial)	$200 or a total of 3 months' average billing	exempt
Water Service disconnect/reconnect	$ 60.00	exempt
Call Out Fee (Business Hours 7:30 am - 3:30 pm)	$ 60.00	exempt
After Hours Call Out Fee	$ 120.00	exempt
Transfer of account	$ 50.00	exempt
Water Dispensing Station		
Security deposit for non-residents and new accounts	$ 200.00	exempt
Water Service Connections		
Water service installation- materials	Cost	exempt
Water service installation - labour & machine time	current municipal rate	exempt
1 inch service	$ 1,200.00	exempt
For Special Sizing Contact Office		
Water connection fee - Municipalities		
Southwest Middlesex Water Customer within West Elgin Boundaries	As determined by SWM	exempt
Dutton Dunwich Water Customer within West Elgin Boundaries	As determined by Dutton Dunwich	exempt

By-Law No. 2021-70

A By-law to Authorize the Execution of an Agreement for The Joint Ownership of Fire Communications Equipment between Town of Aylmer, Municipality of Bayham, Municipality of Central Elgin, Municipality of Dutton Dunwich, Township of Malahide, Township of Southwold and 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 the Corporation of the Town of Aylmer, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich, the Corporation of the Township of Malahide, the Corporation of the Township of Southwold for the purposes of joint intermunicipal ownership of fire communication equipment; 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 the Corporation of the Town of Aylmer, the Corporation of the Municipality of Bayham, the Corporation of the Municipality of Central Elgin, the Corporation of the Municipality of Dutton Dunwich, the Corporation of the Township of Malahide, the Corporation of the Township of Southwold, in the form of an agreement titled Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment, 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 December 16, 2021.

Read a first, second, and third time and passed this 16th day of December, 2021.

_____   _____
             Duncan McPhail   Jana Nethercott
                  Mayor   Clerk

INTERMUNICIPAL AGREEMENT FOR JOINT OWNERSHIP OF FIRE COMMUNICATION EQUIPMENT

THIS AGREEMENT made this 13th day of December, 2021

BETWEEN:

THE CORPORATION OF THE TOWN OF AYLMER
(Hereinafter referred to as "Aylmer")

OF THE FIRST PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
(Hereinafter referred to as "Bayham")

OF THE SECOND PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(Hereinafter referred to as "Central Elgin")

OF THE THIRD PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH
(Hereinafter referred to as "Dutton/Dunwich")

OF THE FOURTH PART

- and –

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
(Hereinafter referred to as "Malahide")

OF THE FIFTH PART

- and –

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
(Hereinafter referred to as "Southwold")

OF THE SIXTH PART

- and –

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(Hereinafter referred to as "West Elgin")

OF THE SEVENTH PART

WHEREAS the Parties hereto are lower tier municipalities within the territorial limits of the County of Elgin in the Province of Ontario;

AND WHEREAS in satisfaction and/or fulfilment of their respective statutory jurisdiction and including but not limited to those powers set forth in the Municipal Act, 2001, S.O. 2001, c. 25, as amended, and Fire Protection and Promotion Act, 1997, S.O. 1997, c. 4, as amended, the Parties hereto provide firefighting and fire promotion and protection services within their respective territorial limits;

AND WHEREAS the Parties hereto, as a previous joint initiative, purchased, erected, and installed and operated, and continue to operate, a radio communication and paging system for, among other things, dispatch of firefighting personnel and equipment to locations within their territorial limits and elsewhere within the territorial limits of Elgin County, which system is commonly referred to as the "Elgin Fire Communication System";

AND WHEREAS the Parties hereto have reached consensus in respect of various issues relating to such radio communication and paging system, including but not limited as to joint ownership of equipment and shared responsibility for costs and expenses, including those relating to insurance and maintenance, and now wish to reduce the terms of that consensus to writing;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes each of the Parties hereto to enter into an Agreement with each of the other Parties hereto for their joint benefit and in respect of any matter or matters which all Parties thereto have the power to provide within their respective territorial limits;

NOW THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) now paid by each Party hereto to all other Parties hereto and other good and valuable consideration, including but not limited to the mutual covenants hereinafter contained, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties hereto acknowledge and/or agree as follows:

1.0   Term

1.1.   This Agreement shall commence on January 1, 2022, and, subject to the termination provisions set out in section 1.2 below, shall continue in full force and effect until December 31, 2022, at which date it shall automatically renew for a term of one year. At the expiration of the one-year renewal term, and in each successive one-year renewal term thereafter, this Agreement shall continue to renew automatically for an additional one-year term subject to the termination rights set out in section 1.2, below.

1.2   Any Party hereto may terminate this Agreement at the end of a one-year renewal term, thereby preventing the automatic renewal provided for in section 1.1, by providing at least one hundred and twenty (120) days written notice to all other Parties. At the end of the in-force

renewal period, this Agreement shall become null and void unless the remaining Parties hereto execute an Amending Agreement confirming their consensus to continue to be bound by the terms of this Agreement or any renewal or extension thereof and otherwise implementing any revisions necessitated by the withdrawal of the said terminating Party.

2.0   Acknowledgement of Ownership

2.1 The Parties hereto acknowledge and agree that the communication and paging equipment, including the location and original cost thereof, that is the subject matter of this Agreement is set forth in Schedule "A" hereto.

2.2 The Parties hereto further acknowledge and agree that all communication and paging equipment as set forth in Schedule "A" hereto are owned jointly by the Parties hereto but that, for purposes of valuation, insurance, and risk management, all Parties hereto are deemed to own one-seventh (1/7) of the total value of such equipment.

2.3 With regard to the communication and paging equipment set forth in Schedule "A" hereto, the Parties hereby agree that in the event that there are any equipment additions, deletions, changes or replacements that require revisions to Schedule "A", that the Fire Chief of the Party where the addition, deletion, change or replacement to equipment is situated shall:

>   2.3.1   Revise Schedule "A" to reflect the added, deleted, changed or replaced equipment;
>
>   2.3.2   Circulate the revised Schedule "A" to all other Parties pursuant to the Notice provision of this Agreement;

Upon receipt of the revised Schedule "A", each other Party shall have fifteen (15) days to provide written notice of any dispute to the revisions to the other Parties. If no such written dispute is made then the revised Schedule "A" shall be deemed to be the in-force Schedule "A" to this Agreement. Where a notice disputing the revisions is made by any Party, the existing Schedule "A" shall remain in force and effect until the dispute is resolved. All Parties hereby agree to use their best efforts to resolve any disputes.

2.4   The Council of each party hereby delegates authority to the CAO and Fire Chief, acting jointly, to amend or replace Schedule "A" to this agreement administratively, and/or to accept an amended or replaced Schedule "A" administratively.

3.0 Statement of Joint Responsibility for Costs and Expenses

3.1 The Parties hereto acknowledge and agree that, as a general principle and commitment, each Party hereto is ultimately responsible for one-seventh (1/7) of any and all costs and expenses, whether direct, indirect, or consequential, attributable to, incurred in respect of, or associated with the communication and paging equipment set forth in Schedule "A" hereto and/or the Elgin Fire Communication System resulting therefrom, including but not limited to

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those costs and expenses specifically related to maintenance and system support and insurance as set forth below.

4.0 Maintenance and Technical Support

4.1 The Parties hereto acknowledge and agree that the communication and paging equipment which is the subject of this Agreement and as set forth in Schedule "A" hereto shall be maintained and receive technical support pursuant to a written agreement between BearCom Canada Corp. and The Corporation of the Municipality of Central Elgin (as represented by the Director of Fire Rescue Services|Fire Chief) (hereinafter "Central Elgin"), which agreement is entitled "System Support Agreement for Elgin Fire Communication System" and is dated December 1, 2021.

4.2 The Parties hereto hereby endorse the said System Support Agreement for Elgin Fire Communication System attached as Schedule "A" hereto and agree to be bound by the terms and conditions thereof through The Corporation of the Municipality of Central Elgin.

4.3 The Parties hereto agree that, on behalf of all Parties hereto, Central Elgin shall pay any invoice issued by BearCom Canada Corp. pursuant to the said System Support Agreement and that Central Elgin shall thereafter invoice each of the other Parties hereto in an amount equal to one-seventh (1/7) of the amount of such invoice issued by and as paid to BearCom Canada Corp., which invoice each Party hereto shall pay to Central Elgin within thirty (30) days of issuance.

4.4 The Parties hereto further agree that, on behalf of all Parties hereto, that prior to the expiration of the term of the System Support Agreement, Central Elgin is delegated the authority to negotiate a new or renewed system support agreement with any competent service support provider. Prior to Central Elgin entering into a new or renewed system support agreement on behalf of all of the Parties, the following process shall be followed:

    4.4.1 Central Elgin will provide a copy of the proposed new or renewed system support agreement to all other Parties no less than ninety (90) days prior to the expiration of the existing System Support Agreement;

    4.4.2 Any Party objecting to any element of the proposed new or renewed system support agreement shall provide its objection to the other Parties within fourteen (14) days of receipt of the proposed new or renewed system support agreement.

    4.4.3 If no objection is received then the Parties hereby agree that Central Elgin may, on behalf of all the Parties, execute the proposed new or renewed system support agreement.

    4.4.4 If an objection is received then the Parties shall use their best efforts to resolve the dispute amicably. In the event that the dispute cannot be resolved, then any Party that does not wish to be bound by the new System Support Agreement

shall be deemed to have served notice of termination pursuant to section 1.2 of this Agreement.

4.5   The Council of each party hereby delegates authority to its respective CAO the authority accept or reject any new or renewed system support agreement, being Schedule "A" to this Agreement, administratively.

5.0 Insurance

5.1 The Parties hereto agree that, throughout the Term of this Agreement and while a Party hereto, The Corporation of the Town of Aylmer ("Aylmer") shall secure, maintain, and keep in full force and effect, including but not limited to payment of all applicable premiums, comprehensive property insurance coverage in respect of the communication and paging equipment set forth in Schedule "A" hereto, including but not limited to property coverages of no less than $700,000.00 per incident, as issued by a reputable insurance carrier carrying on business in the Province of Ontario; provided that any and all such property insurance coverages as secured, maintained, and kept by Aylmer shall at all times name each other Party hereto as an additional insured thereunder. Further, Aylmer shall be responsible for providing insurer of the policy herein described with any revised Schedule "A" following the process set out in section 2.3.

5.2 The Parties hereto acknowledge and agree that, notwithstanding the securing, maintaining, and keeping of insurance coverages by Aylmer as set forth immediately above, it is the intention that all costs and expenses associated with such property coverages, whether direct or indirect and including but not limited to premiums and premium increases as a result of claims made, shall be shared equally by the Parties hereto and that each Party hereto shall be responsible for one-seventh (1/7) of all such property insurance costs and expenses. In keeping with that commitment, the Parties hereto agree that, in the first instance, Aylmer shall pay any and all applicable costs and expenses attributable to and associated with the said property insurance coverages and, at its discretion as to timing, it shall issue and deliver invoices to each of the other Parties hereto in an amount equal to one-seventh (1/7) of such cost and/or expense, which invoice each Party hereto shall pay to Aylmer within thirty (30) days of issuance.

5.3 In addition to the commitments and agreements set forth in sections 5.1 and 4.2 above, the Parties hereto agree that, throughout the Term of this Agreement and its own cost and expense, each Party hereto shall also secure, maintain, and keep in full force and effect, including but not limited to payment of all applicable premiums, comprehensive general liability coverages of no less than $10,000,000.00 per incident and relating to ownership and/or use of the communication and paging equipment as well as the obligations otherwise set forth herein; provided that each such liability insurance coverages as secured, maintain, and kept by each Party hereto shall name all other Parties hereto as additional insureds in respect of such insured perils.

6.0 Indemnity

6.1 Notwithstanding and in conjunction with that set forth in section 5.0 above in relation to securing, maintaining, and keeping of insurance coverages, the Parties hereto agree that each Party hereto shall indemnify and save harmless all other Parties hereto, including any respective Mayor, Councillor, administrator, employee, consultant, servant, contractor, and/or agent and their respective heirs, executors, successors, and assigns (as the case may be), from and against all costs, actions, suits, expenses, and liabilities directly or indirectly arising from or in any way connected with the performance of any obligation hereunder or negligence in respect thereof, except in the case of and to the extent of negligence on the part of any other individual Party hereto and which other individual Party shall bear responsibility and liability for such negligence.

7.0 Notice

7.1 All notices, demands, requests, agreements, consents, approvals and payments which may be or are required to be given pursuant to this agreement shall be in writing and shall be sufficiently given if delivered personally or by facsimile transmission:

To Aylmer at: 46 Talbot Street West
                             Aylmer, Ontario N5H 1J7
                             Fax (519)765-1446

To Bayham at: 56169 Heritage Line
                             P.O. Box 160
                             Straffordville, Ontario N0J 1Y0
                             Fax (519)866-3884

To Central Elgin at: 450 Sunset Drive, 1st Floor
                             St. Thomas, Ontario, N5R 5V1
                             Fax (519)631-4036

To Dutton/Dunwich at: 199 Currie Road
                             Dutton, Ontario, N0L 1J0
                             Fax (519)762-2278

To Malahide at: 87 John Street South
                             Aylmer, Ontario, N5H 2C3
                             Fax (519)773-5334

To Southwold at: 35663 Fingal Line
                             Fingal, Ontario, N0L 1K0
                             Fax (519)769-2837

To West Elgin at: 22413 Hoskins Line
                             Rodney, Ontario N0L 2C0

or at such other address in Canada as the applicable party may from time to time advise by notice to the other party. The date of receipt of any such notice, demand, request or payment shall be deemed to be the date of delivery.

8.0 Gender and Number

8.1 Words importing the singular shall include the plural and vice versa. Words importing gender shall include all genders.

9.0 Headings

9.1 The headings contained in this Agreement are for reference only and in no way affect or modify the interpretation of this Agreement.

10.0 Applicable Law

10.1 This Agreement shall be construed and enforced in accordance with the laws of the

Province of Ontario applicable therein from time to time and this Agreement shall be treated in all respects as an Ontario agreement.

11.0 Obligations and Covenants

11.1 Each obligation, acknowledgment, and/or agreement contained in this Agreement, even though not expressed as a covenant, is considered for all purposes to be a covenant.

12.0 Invalidity

12.1 The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

13.0 Covenants Independent

13.1 Each covenant in this Agreement is a separate and independent covenant and a breach of covenant by any Party will not relieve the other Party from its obligation to perform each of its covenants, except as otherwise expressly provided herein.

14.0 Amendments

14.1 No supplement, modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties, save and except changes to Schedule "A" which shall occur pursuant to sections 3.2 and 3.3.

15.0 Non-Waiver

15.1 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise provided.

16.0 Successors and Assigns

16.1 All of the provisions of this Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

17.0 Excusable Delay

17.1 If, because of a circumstance beyond its control, a Party is delayed in performing or observing a covenant or in complying with a condition under the terms of this Agreement that it is required to do by a specified date or within a specified period of time, and if the circumstance is neither caused by the default or act of commission or omission of that Party nor avoidable by the exercise of reasonable effort or foresight by that Party, the date or period of time by or within which it is to perform, observe, or comply will be extended by a period of time equal to the duration of the delay.

18.0 Further Assurances

18.1 Each of the Parties will, from time to time hereafter and upon the reasonable request of the other Party, make all such further acts, deeds, or assurances as may be required to more fully implement the true intent of this Agreement.

19.0 Continuation of Certain Obligations

19.1 Wherever specifically provided for in this Agreement or if it is necessary for the full implementation of any provision of this Agreement, the obligations of a Party shall survive the expiration of the term or the earlier termination of this Agreement, as the case may be.

20.0 Assignment

20.1 The Parties hereto shall not assign the obligations, duties, responsibilities, right and privileges contained in this Agreement.

21.0 Schedules

21.1 All Schedules attached hereto form part of and are incorporated in this Agreement.

22.0 Execution in Parts

22.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their officers duly authorized in that behalf.

SIGNED, SEALED & DELIVERED   )

)   **The Corporation of the Town of Aylmer**

in the presence of   )

)

)   per:_____

)   Name: Mary French

)   Position: Mayor

)

)

)   per:_____

)   Name: Andy Grozelle

)   Position: CAO/Deputy Clerk

)

)   We have authority to bind the Corporation

)

)

)   **The Corporation of the Municipality of Bayham**

)

)

)   per:_____

)   Name: Edward Ketchabaw

)   Position: Mayor

)

)

)   per:_____

)   Name: Thomas Thayer

)   Position: CAO/Clerk

)

)   We have authority to bind the Corporation

)

)

)   **The Corporation of the Municipality of Central Elgin**

)

)

)   per:_____

)   Name: Sally Martyn

)   Position: Mayor
)
)
)
)   per:_____
)   Name: Paul Shipway
)   Position: CAO/Clerk
)
)   We have authority to bind the Corporation
)
)
)
)   **The Corporation of the Municipality of Dutton/Dunwich**
)
)
)   per:_____
)   Name: Robert Purcell
)   Position: Mayor
)
)
)   per:_____
)   Name: Heather Bouw
)   Position: CAO/Clerk
)
)   We have authority to bind the Corporation
)
)
)   **The Corporation of the Township of Malahide**
)
)
)   per:_____
)   Name: David Mennill
)   Position: Mayor
)
)
)   per:_____
)   Name: Adam Betteridge
)   Position: CAO/Clerk
)
)   We have authority to bind the Corporation
)
)
)   **The Corporation of the Township of Southwold**
)
)
)   per:_____

)   Name: Grant Jones
)   Position: Mayor
)
)
) per:_____
)   Name: Lisa Higgs
)   Position: CAO/Clerk
)
) We have authority to bind the Corporation
)
)
) **The Corporation of the Municipality of West Elgin**
)
)
)
) per:_____
)   Name: Duncan McPhail
)   Position: Mayor
)
)
) per:_____
)   Name: Magda Badura
)   Position: CAO/Treasurer
)
) We have authority to bind the Corporation

Date:
December 13, 2021

The Corporation of the Town
of Aylmer

The Corporation of the
Municipality of Bayham

The Corporation of the
Municipality of Central Elgin

The Corporation of the
Municipality of
Dutton/Dunwich

The Corporation of the
Township of Malahide

The Corporation of the
Township of Southwold

The Corporation of the
Municipality of West Elgin

Intermunicipal Agreement for
Joint Ownership of Fire
Communication Equipment

Stephen H. Gibson
450 Sunset Drive
St. Thomas, ON   N5R 5V1

County Solicitor

**SYSTEM SUPPORT AGREEMENT FOR
ELGIN FIRE COMMUNICATIONS SYSTEM**

BearCom Canada Corp.

Dated: December 1, 2021

Between

BearCom Canada Corp. (BearCom)

And

Elgin Fire Communications System c/o Raymond Ormerod Fire Chief
The Municipality of Central Elgin (Customer)

Purpose

This Agreement describes the system support services that BearCom will provide for the Customer's

VHF DIGITAL SIMULCAST TWO-WAY RADIO COMMUNICATIONS SYSTEM
And
VHF ANALOG SIMULCAST PAGING SYSTEM

This Agreement also establishes the terms and conditions upon which the system support services will be provided.

Contents

1. SYSTEM SUPPORT AGREEMENT

Part I Services

BearCom will supply all supervision, labour, service facilities, spare parts, replacement parts, test equipment and supplies necessary to maintain the System Equipment as stated in this Agreement.

1. Support Services

The monthly support fee covers the following Support Services:

For the SYSTEM EQUIPMENT (As listed in **Addendum II**)

- Proactive monitoring of alarms and system diagnostics (24/7/365).
- Proactive corrective action for alarms and system diagnostics.
- Remote support of System Equipment (24/7/365).
- Onsite servicing and repair of System Equipment (24/7/365).
- Firmware upgrades to System Equipment*
- Perform one complete PM check of system equipment per calendar year.
- Includes parts and labor as illustrated in Addendum II.

Firmware for "bug" fixes only. Does not apply to feature-add firmware. Does not apply to portable and mobile radio equipment.

2. Response Times

Service requests for System Equipment can be made by calling 519-663-2109. Requests will be responded to within one hour. Initial response will be to remotely access the system to aid in problem diagnosis. If an onsite response is required to resolve the issue, technical personnel will arrive onsite within two hours from the initial service request. If a defective System Equipment component cannot be repaired within one hour from the beginning of the on-site service response, it will be replaced with a spare component provided by BearCom or the customer as listed in **Addendum II.** This level of service will be maintained on a 24/7/365 basis.

Service requests for Base Station Equipment or Mobile Equipment are not covered by the monthly support fee. Such repair requests can be made by calling 519-663-2109. Technical personnel will respond onsite within 48 hours. If the defective Base Station or Mobile Equipment cannot be repaired within one hour from the beginning of the on-site service response, it can be replaced with a spare unit provided by the Customer. After the faulty equipment has been repaired it will be returned to the Customer's spare stock. This level of service will be maintained Monday – Friday from 8:30am to 5pm (excluding holidays).

Portable equipment repairs are not covered by the monthly support fee. Faulty portable units can be delivered or shipped to BearCom's London facility for repair. After the faulty equipment has been repaired it will be returned to the Customer via prepaid courier.

3. Billable Services

Billable Services include any Services other than what is listed under Support Services and as further illustrated in Addendum II & Addendum III. The rates for Billable Services will be at the Customer's contract rate which is 10% off BearCom's posted labor rates. The present billable rates are shown in Addendum IV.

If, due to the action of regulatory authorities, changes to the System Equipment becomes necessary, such changes will be performed by BearCom upon request by and at the expense of the Customer, at Billable Service rates.

System Equipment programming changes will be provided by BearCom at no cost to the Customer if the change is necessary because of an error or omission on BearCom's part during the Term. System

Equipment programming changes that are requested by the Customer for any reason other than to correct an error or omission on BearCom's part will be performed at Billable Service rates.

BearCom assumes no responsibility for radio interference or noise problems unless it is due to faulty System Equipment that is covered under this agreement. BearCom will investigate interference complaints and recommend solutions. The cost of investigating and solving interference problems will be borne by the Customer at the corresponding Billable Service rates.

4. Conditions of Service

BearCom's obligation to provide Services is contingent on proper use of the Equipment. BearCom will be under no obligation to provide Services in respect of Equipment:

I)   which has not been maintained at the manufacturers specified minimum configuration or release levels

II) which has not been maintained in environmental conditions within the operating range specified by the manufacturer

III) which has been modified without the manufacturer's approval, attached to equipment which has not been approved by the manufacturer, subjected to unusual physical stress, abused, or neglected, or

IV) of which the original identification marks have been removed or altered.

Service work made necessary because of any of the foregoing causes, any cause not associated with the reasonable use of the Equipment, or any other cause not under the control of BearCom may be performed, at BearCom's discretion, at the hourly rate for Billable Service, plus the cost of parts.

BearCom will not be responsible to the Customer for loss of use of Equipment or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to Equipment by other than authorized representatives of BearCom. If, in the opinion of BearCom, any such alterations, additions, adjustments or repairs adversely affect BearCom's ability to render Services to Equipment, BearCom will have the right to terminate this Agreement upon thirty (30) days prior written notice to the Customer.

5. Warranty

BearCom warrants that all Services will be performed in an efficient manner with quality workmanship. If the Customer or its representatives notify BearCom within 30 days following the performance of any Service that the Service was not so performed, BearCom will re-perform it.

The warranty set out under Support Services is BearCom's sole warranty under this Agreement and all express or implied representations, warranties, and conditions, statutory or otherwise, including but not limited to, any implied warranty or condition of merchantability or fitness for a purpose are disclaimed.

Part II. General Terms and Conditions

1. Contract Period. The Services will be provided for an initial five-year period from the Effective Date of December 1, 2021, to November 30, 2024.

2. Support Fee. The Support Fee for this Agreement is **$3800.00 per month plus taxes.**

3. Invoicing. BearCom will submit an invoice for the Support Fee monthly. Payments for the Support Fee as well as payments for Billable Services are due within forty-five (45) days of receipt of BearCom's invoice. Late payments will bear interest at the rate of 12% per annum. The Customer will pay, in addition to the other amounts payable under this Agreement, any applicable HST. BearCom will be entitled to increase the Support Fee on each anniversary date of this Agreement, by a percentage that is no greater than the percentage increase in the previous year's third quarter Statistics Canada Consumer Price Index (Listed as "All-Items") for Ontario to a maximum of 3 percent.

4. Health & Safety. BearCom is responsible to ensure that appropriate Health and Safety Policies and Procedures, as well as WSIB coverage, are in place for all employees, agents and contractors who have access to Customer facilities. BearCom is also responsible to ensure that appropriate qualification certificates are on file for their employees, agents, and contractors. At the Customer's request, this information shall be made available.

5. Default. If BearCom at any time during the Term or an Extended Term defaults in providing the Services required under this Agreement, or fails, or neglects to fully perform, observe and keep all covenants, terms and conditions herein contained, the Customer shall give BearCom written notice of such default and BearCom shall correct such default within fifteen (15) days after receipt thereof and if the default remain outstanding on the sixteenth (16th) day, the Customer may terminate this Agreement in full or in part forthwith, except in the event that such default reasonable requires more than fifteen (15) days to correct, in which case BearCom shall have a reasonable time to cure such default.

6. Termination. It is agreed and understood that BearCom may terminate this Agreement in full or in part at any time, for any reason whatsoever, by giving ninety (90) days prior written notice thereof to the Customer. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement. It is agreed and understood that the Customer may terminate this Agreement in full or in part at any time for any reason whatsoever by giving ninety (90) days prior written notice to BearCom. In the event of such termination, the parties shall be released from any further obligations with respect to any matter under this Agreement.

7. Insurance & Indemnity. BearCom shall, during the Term, keep in full force and effect a policy of insurance satisfactory to the Customer, naming the Customer as an additional insured, in which the limit of Commercial General Liability Insurance shall not be less than five million dollars ($5,000,000) per occurrence. BearCom shall provide an initial Insurance certificate and produce annual Insurance certificates. BearCom shall indemnify and save harmless the Customer and its employees, elected officials, officers, contractors, subcontractors, servants and agents from and against all costs, actions, suits, expenses and liabilities directly or indirectly arising from or in any way connected with a breach by BearCom of its obligations under this Agreement or the use of Customer facilities, except in the case of negligence on the part of the Customer.

8. Third Party. BearCom shall not assign any of the rights under this Agreement to a third party.

9. Confidentiality. The terms of this Agreement and all information issued, disclosed, or developed about this Agreement are to be held in strict confidence between the parties hereto. BearCom, its agents and employees agree not to use, reproduced or divulge the same to third parties unless it is with the prior written consent of the Customer and to take all reasonable precautions for protection of such information from disclosure.

10. Limitation of Liability: In no event will BearCom be liable to the Customer for any special, consequential, incidental, indirect or exemplary damages, including but not limited to loss of profit or revenues, loss of use of the Equipment or any associated equipment, cost of capital, cost of

substitute goods, facilities, services or power, downtime costs or claims made against the Customer for such damages. In no event will BearCom's liability to the Customer exceed the amounts paid by the Customer under this Agreement.

BearCom will not be liable for delays in delivery or performance or for failure to deliver or perform, due to:

I)   causes beyond its reasonable control

II) acts of God, acts or omissions of the Customer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riot, delays in transportation or component shortages, or

III) Inability due to causes beyond the reasonable control of BearCom or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date for delivery or performance will be extended for a period equal to the time lost due to the delay.

11. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties hereto and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, agreements, options to Agreement, representation agreement

12. <u>Other Terms:</u> Equipment and services are offered in accordance with BearCom's standard terms located at **https://bearcom.ca/terms-of-sale**

2. AGREEMENT ACCEPTANCE

For BearCom:

BearCom Canada Corp.

Signature: _____

_____
(Print Name)

_____
(Title)

_____
(Date)

For Customer:

Elgin Fire Communications System
c/o Ray Ormerod
Fire Chief
The Municipality of Central Elgin

Signature: _____

_____
(Print Name)

_____
(Title)

_____
(Date)

3. ADDENDA

ADDENDUM I: SYSTEM DESIGN

To view your system diagram please use the following link:

https://app.d3mnetworks.com/projects/aa5b294d34b845787bd7156a70bed31389b3e2d4daffb8c62322a8c4b229f0da/topology

ADDENDUM II: BILLABLE SERVICE RATES

10% off BearCom's Published Standard Billable Service Rate

Rates as of October 2021

Billable Service Rates

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Billable Service Rates		
	At Customer's location during Regular Business Hours	$115.00/hr	
	Emergency Service Minimum 4 Hours	$155.00/hr	
	Emergency Service Minimum 4 Hours - Sundays & Statutory Holidays	$200.00/hr	
	At BearCom's facility during Regular Business Hours	$115.00/hr	
Notes:		SUBTOTAL	
		HST TAX	-
		TOTAL	

BearCom Canada Corp.

ADDENDUM III: SYSTEM EQUIPMENT & COVERAGE DETAILS

JOHN WISE TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Master Repeater	160RA2242	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Master Paging Repeater	160RA2243	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 1 Receiver	160RA2244	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 2 Receiver	160RA2245	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 3 Receiver	160RA2246	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC027A02A0	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE889	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE8F3	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio C	24A43CFCE8F4	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio D	24A43CFCE900	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38928	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
PORT STANLEY WATER TOWER	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity DMR Alias Repeater	160RA2247	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Alias Paging Repeater	160RA2248	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 1 Receiver	160RA2249	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 2 Receiver	160RA2250	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Master TAC 3 Receiver	160RA2251	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02531E06	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE903	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE90A	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38927	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
STRAFFORDVILLW SITE	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity DMR Slave Repeater	160RA22272	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA22273	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA22274	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA22275	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA22276	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC022B4554	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE91A	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE943	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	F38875	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Alpha FXM-1100	F38875	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
BELMONT TOWER	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity DMR Slave Repeater	160RA2267	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2268	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2269	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2270	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2271	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02D45C93	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE801	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9F8	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F38926	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace

BearCom Canada Corp.

FORD TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
Radio Activity DMR Slave Repeater	160RA2277	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2278	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2279	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2280	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2281	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC020421EF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE96B	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE96E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F39021	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
WALLACETOWN TOWER	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity DMR Slave Repeater	160RA2262	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA2263	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2264	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2265	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2266	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC021D115D	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE98B	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9C1	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Voice	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Quantity 2 x 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Eaton 5PX EBM)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
RODNEY TOWER	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity DMR Slave Repeater	160RA5284	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Analog Slave Paging Transmitter	160RA5283	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2259	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2260	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2261	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CA04B1A722	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE9DE	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9E2	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Power Amplifier (TPL-PA3-1DE-RXRF-PS) Paging	NA	24/7/365	BearCom	BearCom: Troubleshoot, Repair, Replace
Alpha FXM-1100	38882	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
VHF Dipole Antenna	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: RF Feedline	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
ONEIDA TOWER	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity DMR Slave Repeater	160RA2252	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 1 Receiver	160RA2254	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 2 Receiver	160RA2255	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity DMR Slave TAC 3 Receiver	160RA2256	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Paging	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
GPS Antenna (MAX -GPS-TMG-40N) Voice	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CC02852CDA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCE9E7	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCE9FA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Alpha FXM-1100	F38914	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (Alpha Gell Cell, 195GXL-FT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace

BearCom Canada Corp.

DUTTON TOWER	SERIAL NUMBER	LEVEL OF SERVICE	SPARES RESPONSIBILITY	SERVICE LEVEL DETAILS
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio A	24A43CFCEA19	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA1E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
5PX 1000RT	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Quantity 8 Backup Batteries (5PX 1000RT)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
CUSTOMER SERVICE CENTRE TILLSONBURG	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Motorola XPR4550 OPS1 Base Station	038TQG0739	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola XPR4550 OPS2 Base Station	038TQG0878	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola Remote Adapter	124CPY0018	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola Remote Adapter	124CQB0228	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
DISPATCH SITE	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Motorola XPR4550 Annunciator Base Radio	038TQE3230	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway OPS DTI Gateway	RATI0127	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 1 DTI Gateway	RATI0134	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 2 DTI Gateway	RATI0152	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway TAC 3 DTI Gateway	RATI0155	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Radio Activity Gateway Paging DTI Gateway	RATI0156	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA50	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Eaton 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
RESERVOIR SITE	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Radio Activity Gateway Paging DTI Gateway	RATI0127	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA49	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA44	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Microwave Antenna & Radio B	24A43CFCEA1E	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
LAN Switch #1	49CD024E13CF	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Eaton 5PX 1000RT	NA	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
RF Customized Multicoupling Filters (YA2-05447-01R0)	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
Other: Microwave CAT 5 Cable on the Tower	NA	24/7/365	Customer	BearCom: Troubleshoot. Customer: T&M Repair/Replace
ST. THOMAS DISPATCH SITE	**SERIAL NUMBER**	**LEVEL OF SERVICE**	**SPARES RESPONSIBILITY**	**SERVICE LEVEL DETAILS**
Motorola XPR4550 OPS1 Base Radio	038TPL1708	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace
Motorola XPR4550 OPS2 Ba+A169:F182se Radio	038TQJ0329	24/7/365	BearCom	BearCom: Monitor, Troubleshoot, Repair, Replace

BearCom Canada Corp.

ADDENDUM IV: ITEMS NOT COVERED BY THE SUPPORT FEE

- VHF Antennas, Outdoor Antenna Cables, Outdoor CAT5 Cables, Polyphasers, Multicoupling/Filter Equipment & Batteries

- Damage due to lightning, fire, water, acts of God, or improper site environmental conditions.

- Troubleshooting and repairs due to RF interference (VHF and/or Broadband)

- Repairs to Base Station Equipment, Mobile Equipment or Portable Equipment

- Emergency service for equipment which is not defined as System Equipment.

ADDENDUM V: CUSTOMER REPRESENTATIVES

1. Raymond Ormerod, Fire Chief/CEMC – Municipality of Central Elgin
   Office: 519-631-4860 ext. 249, Cell: 519-617-0496
   rormerod@centralelgin.org

2. Jeff McArthur, Fire Chief – Southwold Fire Department; West Elgin Fire Department
   Office: 519-769-2010, Cell: 519-494-0060
   firechief@southwold.ca

The Corporation Of the Municipality Of West Elgin

By-Law No. 2021-71

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

Whereas the Council of the Municipality of West Elgin has procured a report under Section 78 of the *Drainage Act, R.S.O. 1990,* as amended, for the improvement of the Krause Drain; and

Whereas the reported dated October 21, 2021 has been authored by J.M Spriet of Spriet Associates Engineers and Architects and the attached report forms part of this By-Law; and

Whereas the estimated total cost of the drainage work is $173,500.00; and

Whereas $173,500.00 is the estimated amount to be contributed by the Municipality of West Elgin for the drainage works; and

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

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

1. That the report dated October 21, 2021 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.

2. That The Corporation of the Municipality of West Elgin may borrow on the credit of the Corporation the amount of $173,500.00, being the amount necessary for the improvement of the drainage works. This project may be debentured.

3. The Corporation may issue debenture(s) for the amount borrowed less the total amount of:
   a) grants received under Section 85 of the *Drainage Act*;
   b) monies paid as allowances;
   c) commuted payments made in respect of lands and roads assessed with the municipality;

d) money paid under subsection 61(3) of the *Drainage Act*; and

e) money assessed in and payable by another municipality.

4. Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of the sale of such debenture(s).

5. A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) and shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this By-Law.

6. For paying the amount of $2,770.00 being the amount assessed upon the lands and road belonging to or controlled by the municipality a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Municipality of West Elgin in each year for 5 years after the passing of this By-Law to be collected in the same manner and at the time as other taxes collected.

7. All assessments of $1,000.00 or less are payable in the first year in which assessments are imposed.

8. That this By-Law comes into force and effect upon the final reading thereof.

Read a first and second time and provisionally adopted this 16th day of December, 2021.

_____   _____
    Duncan McPhail   Jana Nethercott
       Mayor   Clerk

Read for a third and final time this 13th day of January, 2022

_____   _____
    Duncan McPhail   Jana Nethercott
       Mayor   Clerk

KRAUSE DRAIN

Municipality of West Elgin

SPRIET ASSOCIATES

ENGINEERS & ARCHITECTS

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

Our Job No. 221166

October 22, 2021

KRAUSE DRAIN

Municipality of West Elgin

To the Mayor and Council of
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of parts of the Krause Municipal Drain serving parts of Lots 1 and 2, Concessions 4 to 6 in the Municipality of West Elgin. The total watershed area as described above contains approximately 84 hectares.

AUTHORIZATION

This report was prepared pursuant to Section 78 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a request signed by some of the affected landowners.

HISTORY

The Krause Drain was last reconstructed pursuant to a report submitted by H.H. Todgham, P. Eng. dated May 12, 1959, and consisted of the cleanout of the open portion of the drain, commencing in Lot C, Concession 7, northerly to the outlet of the tile in Lot 1, Concession 5. The cleanout totalled 1,010 lineal meters in length including some minor repairs to the outlet wall.

EXISTING DRAINAGE CONDITIONS

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

- that the landowners, A. Sacher (Roll No. 40-008) and M. Sacher (Roll No. 30-136), inquired as to the possibility of enclosing the open drain through their lands to improve the workability of them.

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

- that the existing open drain contains an upstream watershed area of manageable size to permit an enclosure

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SPRIET ASSOCIATES
engineers & architects

EXISTING DRAINAGE CONDITIONS (cont'd)

- that any enclosure would require the replacement of the road crossing under Thomson Line

- that enclosure of the drain would greatly improve the workability of the lands requesting it

Preliminary design, cost estimates and assessments were prepared, and informal consultations were held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates.

DESIGN CONSIDERATIONS

The proposed drain was designed, with respect to capacity, using the Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used for the Main Drain was 38mm per 24 hrs.

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

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

RECOMMENDATIONS

We are therefore recommending the following:

- that the Krause Drain – Open Portion be enclosed, commencing at the tile outlet at the half-lot line in Lot 1, Concession 5, and continue southerly through the lands of M. Sacher (Roll No. 30-136) across Thomson Line. The enclosure will then continue southerly through the lands of A. Sacher (Roll No. 40-008) to its new outlet on the west side of Blacks Road, for a total length of 992 lineal meters

- that the road crossing under Thomson Line be replaced with a new crossing in conjunction with the works and be constructed using open cut methods

- that catchbasins be installed along the course of the drain to alleviate surface flows and ponding

- that, when future maintenance is required for the crossing under Blacks Road, it be replaced with appropriately sized pipe at an elevation at least 0.3 meters lower than the existing

ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

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

SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 992 lineal meters of 525mm (21") to 600mm (24") diameter concrete field tile, including related appurtenances.

SCHEDULES

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

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

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of $ 173,500.00. This estimate includes engineering and administrative costs associated with this project.

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

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

Drawing No. 1, Job No. 221166, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

ALLOWANCES

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

RIGHT-OF-WAY Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works. Under this report no allowance for right-of-way has been given as the area gained by the enclosing of the open drain is deemed sufficient and transferable to the closed drain.

ASSESSMENT DEFINITIONS

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

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

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

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

ASSESSMENT

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

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

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

SPECIAL ASSESSMENT

In accordance with Section 26 of the Drainage Act, a Special Assessment has been made against the Municipality of West Elgin being the increased cost to the drainage work for installing a new surface and sub-surface crossing across their road allowance on the Main Drain due to the construction and operation of Thomson Line. The Special Assessment shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessment are to be calculated as follows:

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest & Net H.S.T.	Special Assessment
600mm sub-surface 900mm surface	$13,000.00	$1,320.00	$3,400.00	$380.00	$15,460.00

The above special assessments shall not apply for future maintenance purposes.

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

MAINTENANCE

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

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

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

J.M. Spriet, P.Eng.

JMS:bv

SCHEDULE 'A' - ALLOWANCES

KRAUSE DRAIN

Municipality of West Elgin

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

CONCESSION	LOT		ROLL NUMBER (Owner)	Section 30 Damages	TOTALS
MAIN DRAIN					
5	S½	1	30-136 (M. Sacher)	$ 3,700.00	$ 3,700.00
6	Pt.	1	40-008 (A. Sacher)	1,560.00	1,560.00
				=========================	
			Total Allowances	$ 5,260.00	$ 5,260.00
				=========================	

TOTAL ALLOWANCES ON THE MAIN DRAIN $ **5,260.00**

TOTAL ALLOWANCES ON THE KRAUSE DRAIN $ **5,260.00**

KRAUSE DRAIN

Municipality of West Elgin

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

MAIN DRAIN

6 meters of 600mm dia., H.D.P.E. plastic sewer pipe including rodent gate,
quarry stone rip-rap protection around pipe and end of ditch.
(Approximately 10m³ Quarry Stone req'd)

Supply	$	900.00
Installation	$	2,000.00

Installation of the following concrete field tile, including supply and installation
of geotextile around tile joints (approx. 2000m req'd)

560 meters of 525mm dia. concrete tile	$	14,000.00
410 meters of 600mm dia. concrete tile	$	10,400.00
Supply of the above listed tile	$	39,000.00

Contingency amount for increased cost due to poor soil conditions

Installation of tile on crushed stone bedding with excavator (300 meters)	$	7,500.00
Supply & delivery of 19mm crushed (Approx. 120 tonnes req'd)	$	3,600.00

Strip, stockpile and relevel topsoil from tile trench and adjacent working area
(4m wide) specified on drawings (approx. 970m) $ 5,800.00

Supply and install two 900mm x 1200mm ditch inlet catchbasins, and one 900mm x 1200mm
Side Inlet Catchbasin including berms, grates, ditching, all prefab fittings $ 7,800.00

16 meters of 600 mm dia., H.D.P.E. pipe (subsurface)
14 meters of 900 mm dia., H.D.P.E. pipe (surface)

Supply	$	6,100.00
Installation under Thompson Line by Open Cut, including removal & disposal of existing	$	6,900.00

Stripping of topsoil and backfilling of existing ditch using onsite materials $ 23,900.00

Clearing and grubbing for 15m working width (Approx. 150m in length and Tree at Thompson) $ 5,000.00

Exposing and locating existing tile drains and utilities $ 1,500.00

Tile connections and contingencies $ 5,200.00

Allowances under Sections 30 of the Drainage Act $ 5,260.00

ADMINISTRATION

Interest and Net Harmonized Sales Tax $ 4,110.00

Survey, Plan and Final Report $ 18,900.00

Expenses $ 1,190.00

Supervision and Final Inspection $ 4,440.00

TOTAL ESTIMATED COST   **$ 173,500.00**

SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

KRAUSE DRAIN

Municipality of West Elgin

Job No. 221166

October 22, 2021

= Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN						
5	S½	1	30-136 (M. Sacher)	$ 105,000.00	$	$ 105,000.00
6	Pt.	1	40-008 (A. Sacher)	50,270.00		50,270.00
			TOTAL ASSESSMENT ON LANDS	$ 155,270.00	$	$ 155,270.00
	Thompson Line		Municipality of West Elgin	$ 2,770.00	$	$ 2,770.00
			TOTAL ASSESSMENT ON ROADS	$ 2,770.00	$	$ 2,770.00

SPECIAL ASSESSMENT against Municipality of West Elgin
for the increased cost of installing a 600mm H.D.P.E. pipe (Subsurface)
and a 900mm H.D.P.E. pipe (Surface) under Thompson Line by open cut. $ 15,460.00

TOTAL ASSESSMENT ON THE MAIN DRAIN $ 173,500.00

TOTAL ASSESSMENT ON THE KRAUSE DRAIN $ 173,500.00

SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

KRAUSE DRAIN

Municipality of West Elgin

Job No. 221166   October 22, 2021

CON.	LOT		HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST

MAIN DRAIN

CON.	LOT		HECTARES	ROLL No. (OWNER)	PERCENTAGE
4	Pt.	2	6.7	30-091 (K. & E. Roodzant)	4.8 %
4	Pt.	2	0.7	30-091-10 (S. Bodnar)	0.6
4	Pt.	2	2.4	30-092 (R. & Y. Van Raes)	1.7
5	N Pt.	1	0.3	30-135 (S. Wilson & J. Martin)	0.2
5	N Pt.	1	20.7	30-135-01 (M. Fodor)	12.2
5	S Pt.	1	28.3	30-136 (M. Sacher)	47.9
5	NW¼ Pt.	2	15.0	30-137 (2652622 Ontario Inc. & E. Roodzant)	9.9
5	NW¼ Pt.	2	0.2	30-137-02 (S. Ross & S. Bodnar)	0.2
5	NE¼	2	2.1	30-138 (R. & M. Hadash)	1.5
6	N Pt.	1	4.2	40-008 (A.Sacher)	18.1
6	Pt.	1	0.4	40-008-10 (D. & C. Vanraes)	0.1

					=======
			TOTAL ASSESSMENT ON LANDS		97.2 %
					=======
Blacks Road			1.1	Municipality of West Elgin	0.9 %
Thompson Line			0.6	Municipality of West Elgin	0.4
Marsh Line			0.8	Municipality of West Elgin	1.5
					=======
			TOTAL ASSESSMENT ON ROADS		2.8 %
					=======

**TOTAL ASSESSMENT FOR MAINTENANCE OF THE
MAIN DRAIN**   **100.0 %**

SCHEDULE OF NET ASSESSMENT

KRAUSE DRAIN

Municipality of West Elgin

(FOR INFORMATION PURPOSES ONLY)

Job No. 221166

October 22, 2021

= Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
30-136 (M. Sacher)	105,000.00		3,700.00	101,300.00
40-008 (A. Sacher)	50,270.00		1,560.00	48,710.00
Thompson Line	2,770.00			2,770.00
Special Assessment	15,460.00			15,460.00
TOTALS	**$ 173,500.00**	**$**	**$ 5,260.00**	**$ 168,240.00**

The Corporation Of The Municipality Of West Elgin

By-Law 2021-72

Being a By-Law to Appoint a Tax Collector for the Corporation of the Municipality of West Elgin

Whereas pursuant to Section 286 (5) of the *Municipal Act 2001, S.O. 2001*, c25, as amended, provides that a municipality may delegate to any person all or any of the powers and duties of the treasurer under this or any Act with respect to the collection of taxes;

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

1. That James Blackmore is hereby appointed Tax Collector for the Corporation of the Municipality of West Elgin.

2. That By-Law No. 2018-21 is hereby repealed.

3. That this by-law shall take effect upon the final reading thereof.

Read a first, second, and third time and passed this 16th day of December, 2021.

_____   _____
Duncan McPhail   Jana Nethercott
Mayor   Clerk

The Corporation Of The Municipality Of West Elgin

By-Law No. 2021-73

A By-law to repeal and replace a policy with respect to Hours of Work – HR 4.2

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

Whereas the Council of The Corporation of the Municipality of West Elgin has deemed it expedient to amend the policy with respect to Hours of Work; and

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

1. That the Policy regarding Hours of Work, identified as Schedule 'A' attached hereto is authorized and approved.

2. That By-Law 2020-97, being a By-Law to amend Hours of Work Policy HR 4.2 is hereby repealed.

3. That Policy HR 4.2, Hours of Work shall come into force and effect on January 1, 2022.

4. That this by-law shall come into force and effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 16th day of December, 2021.

_____   _____
        Duncan McPhail   Jana Nethercott
           Mayor   Clerk

Municipality of West Elgin
Schedule "A" to By-Law #2021-73
Policy HR-4.2 **Hours of Work**
Effective Date: **January 1, 2022**
Review Date: December 16, 2021

Purpose

To establish hours of work for all full-time employees.

Policy

1.01 Municipal Office
(a) Hours of work shall be Monday to Friday, 8:30 a.m. to 4:30 p.m. with one half (1/2) hour for lunch.
(b) Total of 40 hours per week.

1.02 Public Works Department, Utilities Department and Parks & Recreation Department

(a) Hours of work shall be Monday to Friday, 7:30 a.m. to 3:30 p.m.
(b) Total of 40 hours per week.
(c) Although these hours are the regular hours of the Public Works, Utilities and Parks & Recreation Department's, there are many times when the Municipality may be best served by altering these hours. Any such alteration will be at the discretion of the department head.
(d) Winter Shift
  i) Afternoon shift hours shall be Monday to Friday from 3:00 p.m. to 11:00 p.m.
  ii) Winter shift hours are from mid-November to end of March of each year. The actual start and finish date is determined by the Department Head.

1.03 Overtime Pay
 (a) An hourly rated employee who works outside of their normal scheduled shift shall be paid time and one-half (1 ½) from 6:00 a.m. to midnight and double time from midnight to 6:00 a.m.

1.04 Call-In
(a) An hourly rated employee who is called in outside of their regular working hours shall be paid for a minimum of three (3) hours regular time. Call-in does not apply to the two (2) hour period prior to the beginning of a regular shift.

1.05   Overtime Meal Allowance

(a)   A meal or meal allowance of $10.00 will be provided to employees if working overtime, based on the following:

- if working 4 hours of overtime - 1 meal
- if working 8 hours or more of overtime - 2 meals (max)

1.06   Banking of Overtime Hours

(a)   A maximum of 80 hours per calendar year, including stand-by time, may be banked and taken off as time in lieu at the discretion of the Supervisor. Once hours are banked and are taken off as time in lieu they cannot be banked again.

(b)   The exception to (a) above is Public Works, Utilities and Parks and Recreation for Pay Period 01 to the 31st of March in a calendar year, hours may be banked and taken as time in lieu and additional hours may be re-banked.

(c)   Public Works Department Night Shift may bank overtime hours at the regular rates as noted in 2.05 (a) at the discretion of the Supervisor. The premium for working the night shift shall be paid as part of wages.

(d)   Banked hours should be taken off during the year in which they are earned. Banked time may be carried over to the next year and used in the first six (6) months of that year. Vacation hours will be used first and then banked hours when taking time off.

(e)   The amount of time that can be carried over is the maximum of forty (40) hours including vacation and banked time.

Administration

The CAO shall ensure this policy is followed in the calculation of wages.

Previous: By-law 98-06; By-law 2003-67; By-law 2007-84; By-law 2010-71; By-law 2010-72; By-law 2011-08; By-law 2011-44; By-law 2013-07; By-law 2013-78; By-law 2014-72; By-law 2015-13; By-Law 2017-11

The Corporation Of The Municipality Of West Elgin

By-Law No. 2021-74

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on December 16, 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 December 16, 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 16th day of December, 2021.

_____   _____
        Duncan McPhail   Jana Nethercott
           Mayor   Clerk