



# **Municipality of West Elgin**

## **Agenda**

### **Council Meeting**

Date: **August 11 2022, 9:30 a.m.**  
Location: **West Elgin Community Complex - Hybrid Meeting**  
**160 Main Street**  
**West Lorne**  
**Electronic Hybrid Meeting**

This meeting will be broadcasted and the recording made available after the meeting on the municipal website. If you require an alternate format or accessible communication support or wish to receive the link to the meeting via email please contact the Clerk, at 519-785-0560 or by email at [clerk@westelgin.net](mailto: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. Delegations**

**4.1. C. Krahm - Elgin County Economic Development and Tourism**

**8**

**5. Adoption of Minutes**

**15**

Recommendation:

That the Minutes of the Council meeting on July 21, 2022 be adopted as circulated and printed.

**6. Business Arising from Minutes**

## **7. Consent Agenda**

Recommendation:

That West Elgin Council receives the Consent Items

### **7.1. Monthly Staff Reports**

7.1.1. Building Activity Report July 2022 29

7.1.2. Monthly Operations Update – July 2022 31

7.1.3. Summary of Ontario Invest Grant Spending. 34

### **7.2. Communications from Other Municipalities**

7.2.1. Elgin County Council Highlights - July 12, 2022 35

### **7.3. Communications**

7.3.1. Southwestern Public Health Annual Report 39

7.3.2. Changes to Investing in Canada Infrastructure Program 46

7.3.3. Invitation to Port Glasgow Dance Pavilion Anniversary 48

## **8. Staff Reports**

### **8.1. Operations & Community Services**

8.1.1. Recycling Collection & Depot Operation During Transition Period 2023-2026 49

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services and Jana Nethercott, Clerk re: Recycling Collection and Depot Operation during transition period of July 1, 2023 to January 1, 2026 for information purposes; and

That West Elgin Council delegate authority to Staff to negotiate and enter into a master service agreement with Circular Materials to provide residential and facility collection of blue box materials and depot collection master service agreement.

### **8.2. Planning**



**8.2.1. R. Brown, Planner - Consent Report – Gray Line (E60-22)**

51

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the severance application, E60-22 – Comments to Elgin County (Planning Report 2022-031).

And that West Elgin hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E60-22, subject to the Lower-Tier Municipal conditions in Appendix One of this report;

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

**8.2.2. R. Brown, Planner - Site Plan Control Agreement SPA D11 01-2022 (Planning Report 2022-32)**

59

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the site plan agreement associated with site plan application D11 01-2022 (Planning Report 2022-32) for Falkins Properties Inc. to retrofit and expand the existing building located at 177 Victoria Street for an 18 unit apartment dwelling, legally described as Lots 7 to 10, Block G, Plan 154, in the Municipality of West Elgin for information purposes, and

That Council authorize the Mayor and Clerk to execute the agreement with the owner on behalf of the Municipality and register said agreement on title.

**8.3. Clerk's**

**8.3.1. J. Nethercott, Clerk - Joint Elgin Compliance Audit Committee Appointments 2022** 96

Recommendation:

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Joint Elgin Compliance Audit Committee Appointments, 2022 be received; and

That West Elgin Council endorses the appointment of Christene Scrimgeour, Andrew Wright, Daniel Ross and Dr. Zachary Spicer to sit on the Join Elgin Compliance Audit Committee for the period of 2022-26 and

That West Elgin Council consider giving three readings to the By-Law confirming these appointments.

**8.3.2. J. Nethercott, Clerk - National Day for Truth and Reconciliation 2022** 98

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: National Day for Truth and Reconciliation 2022 for information; and

That West Elgin Council direct staff to work with the Municipality of Dutton Dunwich to hold a joint program for the National Day of Truth and Reconciliation on September 30, 2022.

**8.3.3. J. Nethercott, Clerk - By-Law Enforcement Services** 99

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: By-Law Enforcement Services; and

That West Elgin Council hereby approves entering into an agreement with Tenet Services Incorporated to provide By-Law Enforcement Services for the Municipality of West Elgin; and

That West Elgin Council consider the By-law authorizing the agreement in the By-Law portion of the agenda.

**8.4. Finance/Administration**

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: IT Support Agreement; and

That Council authorize the Mayor and Clerk be authorized to execute the Agreement for Shared Information Technology Support and consider the by-law as presented in the By-law portion of the Agenda; and

That Council delegate authority to the CAO/Treasurer to work with the Township of Malahide and the other Partner Municipalities in awarding a contract to the successful bidder of the Township of Malahide Information Support Services Request for Tender.

**9. Committee and Board Report**

**9.1. Councillor Reports from Committees**

**9.2. Tri-County Water Board Minutes -April 26, 2022**

**112**

**10. Accounts**

Recommendation:

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #8 amounting to \$627,339.62 in settlement of General, Road, Water and Arena Accounts including EFT# 5432-5501, Online Payments# 959-972, Cheque# 25963-25972, and Payroll PP14.

**11. Consideration of Items Requiring Discussion**

**11.1. Request to Waive Fees**

**120**

**11.2. Request for Bench on Furnival Road**

**121**

**12. Council Inquires/Announcements**

**12.1. Notice of Motion**

**12.2. Statements/Inquires by Councillors**

**12.3. Matters of Urgency**

**13. By-Laws**

<b>13.1.</b>	<b>By-Law 2022-51 - Elections Compliance Audit Committee Appointment</b>	<b>123</b>
	Recommendation: That By-law 2022-51 being a By-law to appoint members to the Elgin Election Joint Compliance Audit Committee for the 2022 Municipal Election, be read a first, second and third and final time.	
<b>13.2.</b>	<b>By-Law 2022-52 - Site Plan Agreement - 177 Victoria St Rodney</b>	<b>124</b>
	Recommendation: That By-law 2022-25 being a By-law to Authorize the Execution of a Site Plan Agreement for the Property at 177 Victoria Street, Rodney, be read a first, second and third and final time.	
<b>13.3.</b>	<b>By-Law 2022-53 - By-Law Enforcement Services Agreement</b>	<b>152</b>
	Recommendation: That By-law 2022-53 being a By-law to Authorize the Execution of an Agreement between Tenet Security Group Incorporated and The Corporation of the Municipality of West Elgin, be read a first, second and third and final time.	
<b>13.4.</b>	<b>By-Law 2022-54 - Shared IT Support Agreement</b>	<b>161</b>
	Recommendation: That By-law 2022-54 being, a By-law to Authorize the Execution of an Agreement between the Municipality of West Elgin, Municipality of Dutton Dunwich, the Township of Southwold and the Township of Malahide, be read a first, second and third and final time.	
<b>13.5.</b>	<b>By-Law 2022-55 - Planning Services Agreement</b>	<b>167</b>
	Recommendation: That By-law 2022-55 being a By-law to Authorize the Execution of an Agreement between The Corporation of the Municipality of West Elgin and Oakview Land Use Planning for the provision of Planning Services, be read a first, second and third and final time.	
<b>13.6.</b>	<b>By-Law 2022-56 - Appoint By-Law Enforcement Officers</b>	<b>188</b>
	Recommendation: That By-Law 2022-56 being a By-Law to Appoint Municipal By-Law Enforcement/ Property Standards Officers for the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.	

**14. Closed Session**

Recommendation:

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at \_\_\_\_\_ a.m. under Section 239 2 (b) consideration will be given to items that pertain to personal matters about identifiable individual(s) including municipal or local board employee(s).

**15. Report from Closed Session**

**16. Confirming By-Law**

189

Recommendation:

That By-law 2022-57 being a By-law to confirm the proceeding of the Regular Meeting of Council held on August 11, 2022 be read a first, second and third and final time.

**17. Adjournment**

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at \_\_\_\_\_ to meet again at 9:30 a.m. on September 8, 2022 or at the call of the Chair.



# ELGIN COUNTY

## ECONOMIC DEVELOPMENT AND TOURISM

Carolyn Krahn  
Interim Manager of Economic Development and Tourism

July 21, 2022





# Economic Development and Tourism Team



Carolyn Krah  
Interim Manager of Economic  
Development and Tourism

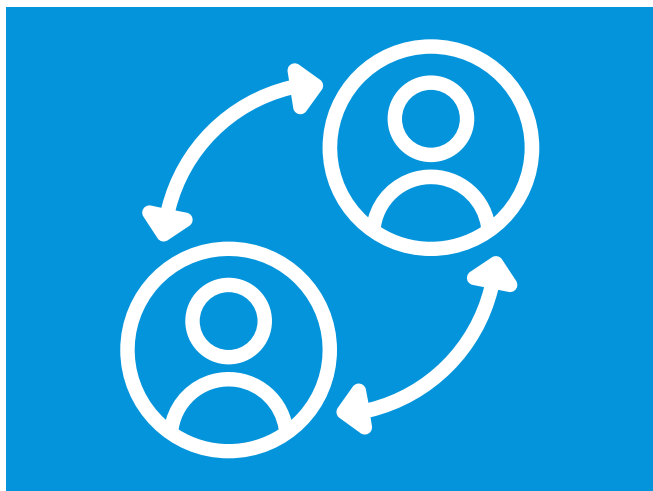


Delany Leitch  
Business Enterprise Facilitator



Lindsey Duncan  
Tourism Officer

Re/Engage  
Re/Imagine  
Re/Build

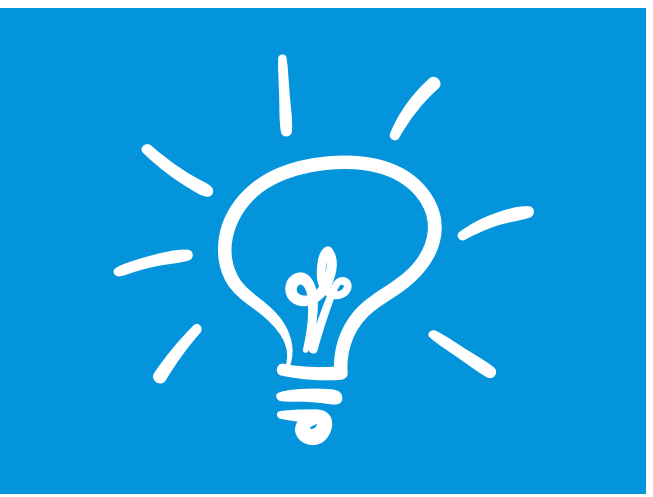


Re/Engage

Engage local businesses, support services, and municipalities by listening and learning about their needs and working with them to become the place where people want to live, work and play.

Re/Imagine

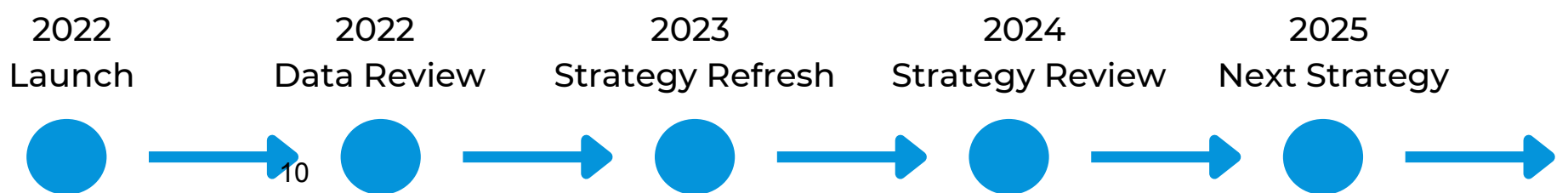
Reimagine how we spend our time and resources to better support local entrepreneurs and to foster an environment of prosperity and opportunity for the County of Elgin, its residents and businesses.



Re/Build

Create a new vision and experience for economic development and investment in Elgin.

Continuous Review and Evaluation





# Business Enterprise Facilitation

With this new position, we will

- Cultivate and maintain a network of direct contacts through regular community visits and partner referrals. Provide collaborative assistance in overcoming challenges and work with other economic development agencies, local municipal partners, and organizations to provide creative solutions.
- Assist businesses in finding and applying for support resources. This will include the Elgincentives program.
- Leverage the County's networks and online presence to showcase Elgin's business community and local opportunities; and support operators with marketing and promotion.





# Tourism

Elgin County Tourism works on a number of promotional and product development campaigns including: The Official Visitor's Guide, Tourism Signage Program, Savour Elgin, Elgin Lakeshore, Cycle Elgin, Fall for Elgin, Shop Elgin, Maple Syrup Trail, and others.

Throughout the year, staff attend community events and tradeshow to promote Elgin County as a great place to live, work and play. During the summer months, Tourism Assistants staff our two visitor centres in Port Stanley and Port Burwell.

The department endeavours to increase communications with businesses in all municipalities through in-person visits, e-blasts and phone conversations. Shoulder season promotion is also a top priority with increased awareness of Fall and Winter activities happening throughout Elgin County, building on and creating new campaigns such as Fall For Elgin, and Winter In Elgin.





# Welcome Home Video Campaign











# **Municipality of West Elgin**

## **Minutes**

### **Council Meeting**

**July 21, 2022, 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**  
**Jeff McArthur, Fire Chief**  
**Robert Brown, Planner**  
**Tom Mohan, Drainage Superintendent**

**Due to the COVID-19 Pandemic and physical distancing requirements this meeting was held in a hybrid format.**

#### **1. Call to Order**

Mayor Duncan McPhail called the meeting to order at 9:34 a.m.

**2. Adoption of Agenda**

**Resolution No. 2022- 271**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

That West Elgin Council hereby adopts the Agenda as presented.

**Carried**

**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Public Meeting**

**Resolution No. 2022- 372**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

That Council hereby proceed into a Public Meeting at 9:35 a.m. pursuant to Section 34 of the *Planning Act* in order to hear an application to rezone the property at 26661 Silver Clay Line

**Carried**

**4.1 Purpose of Public Meeting**

The Clerk read aloud the purpose of the public meeting.

**4.2 Planner Report**

**4.2.1 Zoning By-law Amendment Application D 14 10-2022 –  
Recommendation Report (Planning Report 2022-28)**

Council received the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D14 10-2022 – 26661 Silver Clay Line Recommendation Report (Planning Report 2022-28);

**4.3 Applicant Comments**

None.

**4.4 Public Comments**

None.

#### **4.5 Council Comments**

None.

#### **4.6 Staff Recommendation**

**Resolution No. 2022- 273**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Rowe**

That West Elgin Council approve the rezoning of 26661 Silver Clay Line from General Agricultural (A1) Zone to Agricultural (A2) and Rural Residential (RR) Zone, in accordance with the attached draft by-law; and

Further that West Elgin Council consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the July 21, 2022, Council Agenda.

**Carried**

#### **4.7 Close of Public Meeting**

**Resolution No. 2022- 274**

**Moved: Councillor Tellier**

**Seconded: Councillor Rowe**

That West Elgin Council hereby adjourn the public meeting held pursuant to Section 34 of the *Planning Act* at 9:43 a.m. to reconvene in the Regular Meeting of Council.

**Carried**

### **5. Committee of Adjustment**

**Resolution No. 2022- 275**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Cammaert**

That West Elgin Council hereby recess at 9:43 a.m. in order to convene as the Committee of Adjustment.

**Carried**

Council reconvened at 9:53 a.m.

**6. Adoption of Minutes**

**Resolution No. 2022- 976**

**Moved: Councillor Cammaert**

**Seconded: Deputy Mayor Leatham**

That the Minutes of the Council meeting on June 23, 2022 be adopted as circulated and printed.

**Carried**

**7. Business Arising from Minutes**

None.

**8. Staff Reports**

**8.1 Planning**

**8.1.1 R. Brown, Planner - Severance Report - 8577 Furnival Road (E43-22)**

**Resolution No. 2022- 277**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the severance application, E43-22 – Comments to Elgin County (Planning Report 2022-29);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E43-22, subject to the Lower-Tier Municipal conditions in Appendix One of this report;

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

**Carried**



**8.1.2 R. Brown, Planner - Consent Report – Talbot Line Easement (E44-22)**

**Resolution No. 2022- 278**

**Moved: Councillor Cammaert**

**Seconded: Councillor Rowe**

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the consent application, E44-22 – Comments to Elgin County (Planning Report 2022-30);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for the consent application, File E44-22, subject to the Lower-Tier Municipal conditions in Appendix One of this report.

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

**Carried**

**8.2 Building**

**8.2.1 J. Morgan-Beunen, CBO - Building Activity Report June 2022**

**Resolution No. 2022- 279**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, CBO re: Building Permit Report for June 2022 for information purposes.

**Carried**

## **8.4 Drainage**

### **8.4.1 T. Mohan, Drainage Superintendent - Award Contract – Flemming Drain**

**Resolution No. 2022- 280**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Rowe**

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

Award Flemming Drain Contract; and

That West Elgin Council hereby awards the contract for the Flemming Drain Improvement to Gillier Drainage Inc. in the amount of \$68,670.00 plus applicable taxes.

**Carried**

## **8.3 Fire**

### **8.3.1 J. McArthur, Fire Chief - Monthly Report – June 2022**

**Resolution No. 2022- 281**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

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

**Carried**

### **8.3.2 J. McArthur, Fire Chief - 2023 Bunker Gear Order**

**Resolution No. 2022- 282**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief re: 2023 Bunker Gear order; and

That West Elgin Council hereby approves the pre-budget ordering of six sets of Bunker Gear from A.J Stone for a total amount of \$ 17,628.00 plus applicable taxes.

**Carried**

**8.5 Operations & Community Services**

**8.5.1 L. Gosnell, Manager of Operations & Community Services -  
Monthly Operations Update – June 2022**

**Resolution No. 2022- 283**

**Moved: Councillor Cammaert**

**Seconded: Councillor Rowe**

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

**Carried**

**8.6 Clerks**

**8.6.1 J. Nethercott, Clerk - Contract with Elgin OPP Extension**

**Resolution No. 2022- 284**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Cammaert**

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Contact with Elgin OPP Extension; and

That West Elgin Council hereby approves the extension of the Elgin Group Police Services Board Contract with the Elgin OPP until December 31, 2023; and

That West Elgin Council consider the by-law to Authorize the Execution of the Extension Agreement in the By-law portion of the Agenda.

**Carried**

## **8.7 Finance/Administration**

### **8.7.1 M. Badura, CAO/Treasurer - CBO Recruitment and Remuneration**

**Resolution No. 2022- 285**

**Moved: Councillor Cammaert**

**Seconded: Deputy Mayor Leatham**

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Chief Building Official Recruitment update report;

and That West Elgin Council approves the new full-time Chief Building Official position;

and That West Elgin Council approves the revision to the 2022 Employee remuneration schedule attached in this report.

**Carried**

## **9. Committee and Board Report**

### **9.1 Councillor Reports from Committees**

### **9.2 Four Counties Transit Committee**

**Resolution No. 2022- 286**

**Moved: Councillor Rowe**

**Seconded: Deputy Mayor Leatham**

That West Elgin Council hereby approves the recommendation from the Four Counties Transit Committee to award the contract for the purchase of a new Transit Bus to the lowest bidder, Girardin Ontario AGI with an optional 10% increase for optional items.

**Carried**

### **9.3 Heritage Homes Minutes - April 25, 2022**

### **9.4 RAAS Minutes - June 14, 2022**

## **10. Up Coming Meetings**

- Tri-County Water Board - July 26 @ 7 pm (Virtual)
- West Elgin Community Centre Board of Management - Aug 10 @ 9 am

- Council - Aug 11 @ 9:30 am

## **11. Accounts**

**Resolution No. 2022- 287**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

THAT the Mayor and Treasurer are hereby authorized to sign Payment Voucher #7 amounting to \$1,818,527.88 in settlement of General, Road, Water and Arena Accounts including EFT# 5343-5431, Online Payments# 943-958, Cheque# 25952-25962, and Payroll PP13.

**Carried**

## **12. Correspondence**

**12.1 Elgin County - Council Highlights June 28, 2022**

**12.2 Town of Coburg - Changes to Amber Alert System**

**Resolution No. 2022- 288**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

That West Elgin Council hereby support Resolution 227-22 of the Town of Coburg as follows:

That the Minister of the Solicitor General and the Commissioner of the Ontario Provincial Police, as well as the Premier's Office, be requested to make the necessary changes to the AMBER alert system and create a new alert called Draven Alert, which will protect vulnerable children who have not been abducted but are at high risk of danger, injury or death and alert the public that they are missing.

That this motion be sent to all municipalities across Ontario and the Association of Municipalities of Ontario (AMO) for endorsement.

**Carried**

**12.3 Owen Sound - Removal of Municipal Councillors Under Prescribed Circumstances**

**Resolution No. 2022- 289**

**Moved: Councillor Rowe**

**Seconded: Councillor Cammaert**

That West Elgin Council hereby supports resolution R-220530-013 of the City of Owen Sound as follows:

Whereas across municipal councils in Ontario there have been appalling instances of misogyny and hatred; and

Whereas the powers of the Office of the Integrity Commissioner do not include the ability to recommend expulsion of councillors;

Now Therefore Be It Resolved That Municipal Council direct staff to send a letter to the Ministry of Municipal Affairs and Housing with copies being sent to the federal government, provincial government, Association of Municipalities of Ontario (AMO) and all Ontario municipalities, requesting that the Ministry:

1. Study the merits of allowing the recall of municipal councillors carefully prescribed circumstances, including displays of hatred, misogyny and all forms of discrimination; and
2. Facilitate strengthened and ongoing orientation and training sessions for councils, local boards and committees.

**Carried**

**12.4 Municipality of Tweed - Ontario Wildlife Damage Compensation Program**

**12.5 Ontario Energy Board - Notice to Enbridge Customers Billing Adjustment**

**12.6 Notice of Amendments - Hydro One Network Class EA**

**13. Council Inquires/Announcements**

**13.1 Notice of Motion**

None

### **13.2 Statements/Inquires by Councillors**

Deputy Mayor Leatham stated that he had recently visited the Community Garden in Rodney, sponsored by the West Elgin Community Health Centre and wanted to offer congratulations on the success of this endeavor.

### **13.3 Matters of Urgency**

Lee Gosnell, Manager of Operations & Community Services reported that he has received a request from the West Lorne Horticultural for permission to install a plaque on the corner of the Community Complex Building to commemorate the Centennial Garden.

**Resolution No. 2022- 290**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

That West Elgin Council approve the request of the West Lorne and Community Horticultural Society to install a plaque on the Community Complex to commemorate the Centennial Garden.

**Carried**

Council recessed at 10:46 a.m. and reconvened at 10:56 a.m.

## **14. Closed Session**

**Resolution No. 2022- 291**

**Moved:** Deputy Mayor Leatham

**Seconded:** Councillor Tellier

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 10:56 a.m. under Section 239 2 (b) consideration will be given to items that pertain to personal matters about identifiable individual(s) including municipal or local board employee(s)

**Carried**

## **15. Report from Closed Session**

Mayor McPhail reported out at 11:46 a.m.

**Resolution No. 2022- 292**

**Moved: Councillor Tellier**

**Seconded: Councillor Cammaert**

That West Elgin Council considered and provided direction to staff regarding items that pertain to personal matters about identifiable individuals, including municipal or local board employee(s).

**Carried**

## **16. By-Laws**

### **16.1 By-Law 2022-44 - Appoint Deputy Clerk**

**Resolution No. 2022- 293**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

That By-law 2022-44 being a By-Law to Appoint a Deputy Clerk for the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

**Carried**

### **16.2 By-Law 2022-45 - Amend Procedural By-law**

**Resolution No. 2022- 294**

**Moved: Councillor Tellier**

**Seconded: Councillor Rowe**

That By-law 2022-45 being a By-Law to Amend By-law 2018-43, a By-Law to establish rules of procedure for the meetings of Council, Council Committees and Boards of The Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

**Carried**



**16.3 By-Law 2022-46 ReZone 26661 Silver Clay Line**

**Resolution No. 2022- 295**

**Moved: Councillor Cammaert**

**Seconded: Deputy Mayor Leatham**

That By-law 2022-46 being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for the property known as 26661 Silver Clay Line, be read a first, second and third and final time.

**Carried**

**16.4 By-Law 2022-47 - Loan Agreement with Port Glasgow Yacht Club**

**Resolution No. 2022- 296**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Rowe**

That By-law 2022-47 being a By-law to Authorize the Execution of an Agreement between The Port Glasgow Yacht Club and The Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

**Carried**

**16.5 By-Law 2022-48 - Amend By-Law 2022-66 Employee Remuneration**

**Resolution No. 2022- 297**

**Moved: Councillor Tellier**

**Seconded: Councillor Rowe**

That By-law 2022-48 Being a By-Law to Amend By-Law 2021-66 Set Rates of Remuneration for Municipal Employees, be read a first, second and third and final time.

**Carried**

**16.6 By-Law 2022-49 - Extend Agreement with Elgin County OPP**

**Resolution No. 2022- 298**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Rowe**

That By-law 2022-49 being a by-law to authorize the Mayor and Clerk to Execute an amending agreement with her Majesty the Queen in Right of Ontario as represented by the Solicitor General for the provision of Police Services for the Elgin Group Municipalities, be read a first, second and third and final time.

**Carried**

**17. Confirming By-Law**

**Resolution No. 2022- 299**

**Moved: Councillor Tellier**

**Seconded: Councillor Cammaert**

That By-law 2022-50 being a By-law to confirm the proceeding of the Regular Meeting of Council held on July 21, 2022, be read a first, second and third and final time.

**Carried**

**18. Adjournment**

**Resolution No. 2022- 300**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

That the Council of the Municipality of West Elgin hereby adjourn at 11:50 a.m. to meet again at 9:30 a.m. on August 11, 2022 or at the call of the Chair.

**Carried**

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Duncan McPhail, Mayor

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Jana Nethercott, Clerk



## Staff Report

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**Report To:** Council Meeting  
**From:** Jackie Morgan-Beunen, CBO  
**Date:** 2022-08-11  
**Subject:** Building Activity Report July 2022

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### **Recommendation:**

That West Elgin Council hereby receives the report from Jackie Morgan-Beunen, CBO re: Building Permit Report for July 2022 for information purposes.

### **Purpose:**

The purpose of this report is to provide Council with information regarding the type of permits issued between July 1<sup>st</sup> to 31<sup>st</sup>, 2022 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 July: | 16 |
| • Total Number of those being Demolition Permits issued:        | 4  |
| • Number of New Residence Building Permits within:              | 1  |

### **Summary of Permits issued Year-To-Date:**

- |  |                |
|--|----------------|
| • 2022: Number of Permits Issued to end of July: | 56             |
| • 2021: Number of Permits Issued to end of July: | 67             |
| • 2022: Total Construction Value to end of July: | \$6,421,258.00 |
| • 2021: Total Construction Value to end of July: | \$5,459,825.00 |
| • 2022: Total Permit Fees to end of July:        | \$45,096.41    |
| • 2021: Total Permit Fees to end of July:        | \$31,263.90    |

### **Financial Implications:**

There are no financial implications associated with this report.

**Report Approval Details**

Document Title:	Building Activity Report July 2022 - 2022-09-Building.docx
Attachments:	
Final Approval Date:	Aug 8, 2022

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

Jana Nethercott



## Staff Report

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**Report To: Council Meeting**

**From: Lee Gosnell, Manager of Operations & Community Services**

**Date: 2022-08-11**

**Subject: Monthly Operations Update – July 2022**

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### **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 on operational activities conducted during the month of July

### **Background:**

#### Utilities

- Staff fixed leak by front washroom in PGTP
- Installed a new water service to home being built on Douglas Line
- Installed a meter pit for new home on Talbot Line
- Completed locates for Fibre projects taking place in West Elgin
- Water meters were read in July and re-reads completed
- Flushed and camera a blocked drain tile in PGTP – coordinated repair
- Worked with VanBree to set finished grade for water/sewer services along Queen Street

#### Parks and Recreation

- Canada Day celebrations took place in Miller Park on July 1
- W.L. Optimists held a successful car show in Miller Park
- Grounds maintenance/preparation continued for soccer and baseball
- Constructed flower bed around fish cleaning station and planted flowers
- Installed dedication sign at the fish cleaning station to complete project
- Daily flower watering and washroom maintenance continued
- Weekly water testing, litter pickup and fish station maintenance at the marina/beach
- Daily pool checks and facility maintenance at the Rodney Recreation Centre

#### Public Works

- Completed addition of new gravel and applied dust suppressant to remaining roads
- Spot grading at intersections, hills, and curves for washboard
- Completed shoulder grading along all county roads
- Mobile Sweep cleaned all curb and gutter in Rodney and West Lorne

- Municipal staff swept all aprons for loose gravel in the rural areas
- Grass cutting continues along county and municipal roads
- Brushing and tree removal in conjunction with contractor as required
- Stump grinding completed and lawns repaired
- Investigated a sink hole along Queen Street and made repairs
- Ditching along Kerr Road north of Silver Clay Line to facilitate driveway installation
- ROW bank slide repaired on Fleming Line
- Overflow pipe installed on Blacks Road at McDougall Line to prevent washouts
- Staff replaced a 42" diameter pipe (80 feet long) under Argyle Line east of Colley Road
- New checkerboard sign installed for Elgin County on the NE corner of Graham Road and Main Street in West Lorne
- Assisted utilities department with water service and meter pit installation
- All operations staff attended JIB Crane training to learn proper use, maintenance, and safe lifting techniques with the crane located in the public works shop

**Report Approval Details**

Document Title:	Monthly Operations Update - July 2022 - 2022-59-Operations Community Services.docx
Attachments:	
Final Approval Date:	Aug 9, 2022

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

Jana Nethercott



# MUNICIPALITY OF West Elgin

## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2022-08-11  
**Subject:** Summary of Ontario Invest Grant Spending.

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### Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasure for information purposes.

### Purpose:

The purpose of this report is to provide Council with a Summary of Invests Grant Spending.

### Background:

At the June 23<sup>rd</sup> Council meeting a request was made to see a break down of how the Ontario Invests Grant Funding was spent. Please see the below breakdown:

## Summary of Ontario Invests Grant Spending

	Spent	Committed
<b>Beginning Balance</b>	<b>\$</b>	<b>544,931.28</b>
IT improvements - Internal/External Audit	(10,074.24)	
Asset Management Software & Training	(181,688.40)	
Conferencing equipment	(26,349.51)	
Electronic Signs	(121,923.31)	
Laserfiche	(9,158.40)	
Website Development	(33,008.49)	
Escribe - Agenda Software	(8,598.72)	
Point of Sale - Coin Water Station		(30,000.00)
Keyless Access Control	(21,598.56)	
Asset Management Software & Training		(50,000.00)
West Lorne Capacity Study	(21,871.48)	
Strategic Plan		(20,000.00)
IT Improvements - Duo Authentication		(10,000.00)
<b>Ending Balance</b>	<b>\$</b>	<b>660.17</b>



# Elgin County Council Highlights



## Economic Development & Tourism unveils "Welcome Home" Video Campaign to Council

At its meeting on July 12, 2022, County Council was among the first to view two new promotional videos executed by the County's Economic Development & Tourism department.

Over the past several months, Economic Development staff have worked diligently with a local videographer to create seven (7) short videos that feature each of the seven (7) Local Municipalities within Elgin County. These videos will be included in a summer-long video campaign, with the County featuring a different municipality each week.

## In this Issue

- Economic Development & Tourism unveils "Welcome Home" Video Campaign to Council
- Council approves a Parking By-Law Amendment for Port Stanley
- Council approves a Parking By-Law Amendment for Union Road
- Council Attends Highwheel Way & Mural Project Ribbon Cutting
- Serenity House Hospice donates iPads to Elgin's Long-Term Care Homes

## **Economic Development unveils "Welcome Home" Video Campaign to Council**

The theme of this campaign is "Welcome Home" and it is focused on the experiences that make a place feel like home. These videos are designed to encourage residents to re-explore their community and to feel a sense of pride in where they live, work, and play. While watching these videos, residents will see familiar sites, people, and establishments, reminding them of why they chose Elgin County as their home.

Beginning July 12th, a social media campaign will begin with a Countywide video, that will encourage residents and visitors to engage by asking them why they are proud to call Elgin County their home or why they consider Elgin County a home away from home. Immediately after his video's launch, there will be seven (7) more videos shared, each featuring one of the vibrant Municipalities and charming Townships within Elgin County.

Coinciding with this social media campaign, a 30-second version of the Countywide video will play on CTV2 for a period of four (4) weeks. This video will encourage residents and visitors to come and explore Elgin County. Follow Elgin County on Facebook and Instagram @elgincounty to view these videos for yourself.

## **Council approves a Parking By-Law Amendment for Port Stanley**

Upon receiving a resolution from the Municipality of Central Elgin, County Council approved the following by-law:

By-Law 20-05, "being a consolidated By-Law for the regulation of traffic including parking on County roads" be amended to establish two (2) hour limited parking between 10am and 5pm on Friday, Saturday, Sunday and Monday; and within the following road sections:

- Bridge Street (CR 4), from the west property limits of Carlow Road to the east limits of Colborne Street, being a distance of 290 metres.
- Colborne Street (CR 4), from the south limit of Bridge Street to the north limit of Warren Street, being a distance of 1,140 metres.
- Joseph Street (CR 23), from the east limits of Colborne Street to the east limits of East Road, being a distance of 280 metres.





## Council approves a Parking By-Law Amendment for Port Stanley

Upon receiving a resolution from the Township of Southwold, County Council approved the following by-law:

By-Law 20-05, “being a consolidated By-Law for the regulation of traffic including parking on County roads” be amended to establish a restricted parking area on Union Road as follows:

- Union Road (CR 20) from 645m south of Talbot Line to 870m south of Talbot Line, on both the east and west side of Union Road

## Council Attends Highwheel Way & Mural Project Ribbon Cutting

On Tuesday, June 28th a ribbon-cutting ceremony was held in Port Bruce to launch the Highwheel Way Cycling Route from Aylmer to Port Bruce and to honour the newly painted cycling murals on the washroom facility in Wonnacott Park.

This project is an excellent example of interdepartmental collaboration with staff from the Engineering, Economic Development and Tourism, and Cultural Services departments working closely to tie together active transportation, tourism development, heritage and arts and culture.

Pictured below is Mike Baker (Manager of Museum & Archives), Candy McManiman (Mural Artist), Deputy Warden Marks, and Lindsey Duncan (Tourism Officer) cutting the ribbon in front of the newly painted mural.



## **Serenity House Hospice donates iPads to Elgin's Long-Term Care Homes**

On July 7, 2022, Serenity House Hospice visited Terrace Lodge, one of Elgin's three (3) Long-Term Care Homes (LTCHs) to donate 3 iPads to each of our 3 LTCHs.

A sincere thank you goes out to Serenity House Hospice for their generosity and support of Long-Term Care in the community. This donation is well-received as the Terrace Lodge Fundraising Committee's focus this year is on ensuring current and future residents have access to essential amenities for years to come.


Pictured below is Tanya Noble, Manager of Program & Therapy and Councillor Giguère accepting the iPads from Peggy Rattray and Donna Lunn of Serenity House Hospice.




For the complete July 12, 2022 County Council Agenda Package please visit the Elgin County [website](#).

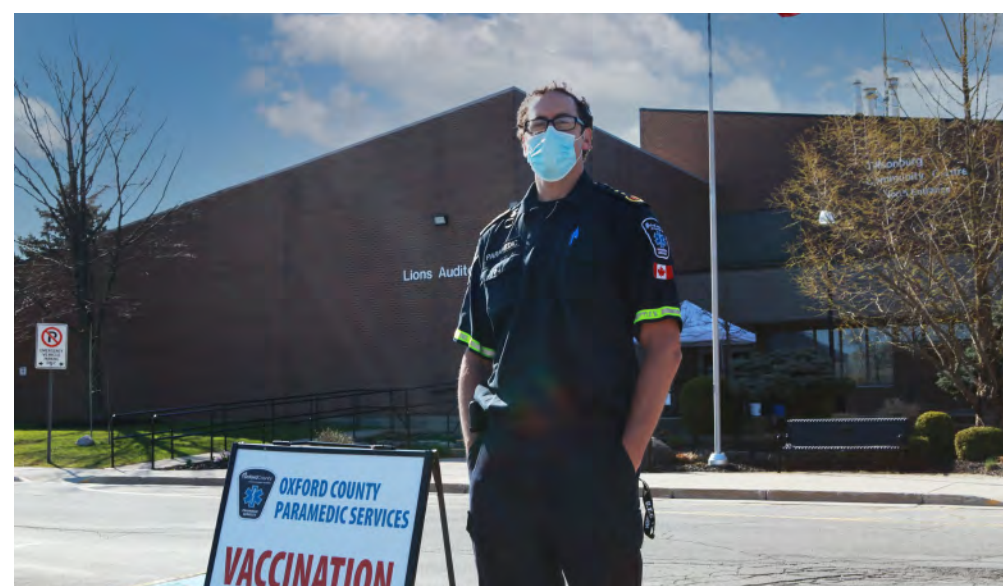





**VACCINATION  
is KEY**


**Annual Report  
2021**

Oxford • Elgin • St. Thomas





## OUR VISION

Healthy people in vibrant communities.

## OUR MISSION

Leading the way in protecting and promoting the health of all people in our communities, resulting in better health.

## OUR VALUES

- ✓ Evidence
- ✓ Collaboration
- ✓ Accountability
- ✓ Quality
- ✓ Equity
- ✓ Forward-thinking



# Community leadership.

The Southwestern Public Health Board of Health is comprised of municipal appointees and provincially appointed Order in Council positions.

The Board is accountable to the Ontario Ministry of Health and the communities of Oxford County, Elgin County and the City of St. Thomas to ensure we deliver quality, responsive programs, and services under the Ontario Public Health Standards as regulated by the Ontario Health Protection and Promotion Act.



Lori Baldwin-Sands



Grant Jones



Tom Marks



Larry Martin  
Board Chair



David Mayberry



Stephen Molnar



Joe Preston  
Vice Chair



Lee Rowden  
Order in Council



Ted Comiskey



David Warden  
Order in Council



Cynthia St. John  
Chief Executive  
Officer



Dr. Joyce Lock  
Medical Officer  
of Health



*Pictured left: Board Chair, Larry Martin, and CEO, Cynthia St. John, at the official opening of the Woodstock Mass Immunization Clinic.*

I thank Cynthia St. John, our CEO, and Dr. Joyce Lock, Medical Officer of Health, for their perseverance, responsiveness, and professionalism during what certainly was the challenge of a lifetime.

To the 211,000 residents served by Southwestern Public Health, I know that COVID-19 has challenged all of us in every way over the past two years. Know that your local public health professionals are here for you – ready to support our community’s recovery from these extraordinary times.

Sincerely,

**Larry Martin,**  
Chair

# Success made possible through partnership.

## Message from the Board of Health

There is no better window into the importance of local public health than chairing a Board of Health during a pandemic.

For the duration of 2021, Southwestern Public Health supported the broader health care system, local businesses, municipalities, education partners, and thousands of individuals and families. Our staff provided education, infection prevention and control guidance, policy support, and hundreds of thousands of vaccination appointments.

With their unique knowledge of local communities and the rural landscape, our staff very effectively connected with formal and informal community leadership, business owners, and a wide variety of health and social service providers about COVID-19 related restrictions, testing, and vaccination. This work would not have been possible without the relationships that had been built over years of service to Oxford County, Elgin County, and the City of St. Thomas.

As a Board, the emphasis of our work remained on Board governance matters centred on our COVID-19 pandemic response and recruiting a new Medical Officer of Health in anticipation of Dr. Joyce Lock’s retirement in March 2022.

2021 illuminated extraordinary leadership from the Southwestern Public Health team as a collective. I know my fellow Board of Health members and I felt great confidence in the organization’s ability to lead and respond as required during very difficult circumstances.

## Southwestern Public Health financial picture, year ending December 31, 2021

### Revenue

City of St. Thomas	\$731,307.00
Clinics	\$20,728.00
County of Elgin	\$941,063.00
County of Oxford	\$2,083,797.00
Interest	\$25,878.00
Other fees and recoveries	\$80,111.00
Province of Ontario	\$17,007,766.00
Public Health Agency of Canada	\$45,987.00
Student Nutrition	\$239,956.00

**Total Revenue \$21,176,593.00**



### Expense

Cost-shared general programs and services	\$9,331,835.00
COVID-19	\$7,311,765.00
100% Ministry funded programs	\$844,181.00
Other programs and expenses	\$3,531,737.00

**Total Expenses \$21,019,518.00**



The School Nutrition and Learning Program is a funded partner of United Way Oxford.

2021 Audited Financial Statements



# A shifting landscape, adaptable professionals, & a community that rallied.

## Message from the CEO

We are living in remarkable times. While there was no less emphasis on COVID-19 in 2021 than there was in 2020, we did begin the new year with optimism due to the arrival of the COVID-19 vaccines. The international scientific community, supported by governments and private business, worked at an extraordinary pace to bring a safe and effective vaccine to the world.

While the evolution of the virus and its tendency to mutate meant that even individuals who were fully vaccinated could acquire COVID-19, the vaccines resulted in a significant reduction in serious illness, hospitalization, and death. The efficacy of the vaccination campaign was a welcome relief for community members and health care professionals alike as it allowed some return to normalcy while reducing the pressure on our health care system.

Our vaccination campaign, supported by the work of volunteers, hundreds of additional temporary staff, and external partners started with visits to the vulnerable residents of local congregate living homes. It evolved into the launch of Mass Immunization Clinics in Tillsonburg, Woodstock, and St. Thomas where hundreds upon hundreds of people were vaccinated per site, per day.

Absolutely none of this would have been possible without the dedicated and skilled professionals employed by this organization. The landscape in which the staff worked shifted regularly and required constant evaluation and adaptation. Their unwavering commitment to health protection and health promotion was evident every step of the way.

The pandemic highlighted both areas of strength within our health system response, and elements within our community that require transformation. Public health is grateful for the tremendous support of municipalities, community organizations, businesses, and our health system partners. Your obvious commitment to working in partnership with us allowed a timely and efficient response to a significant public health emergency.

Simultaneous to that incredible support, we observed how poverty, homelessness, computer access and digital literacy, and our rural geography created barriers to health and well-being. We must rally in new ways to protect our most vulnerable community members in preparation for future emergency situations. And we must remember that public health's best work is when we work for health equity for all.



*Pictured above: Jaime Fletcher, Manager, Vaccine Operations and Chief Nursing Officer; Mary Van Den Neucker, Program Manager, Healthy Growth and Development; Cynthia St. John, CEO; Megan Cornwell, Communications Manager at the celebration of 200,000 doses of COVID-19 vaccine administered.*

This Annual Report is focused on our vaccination campaign – the largest in the history of Canadian public health and some of the most remarkable work I have seen over the course of my career.

I know that when we meet again at the end of 2022, we will reflect on everything we learned over the course of the pandemic. We will share our new understanding of the unintended consequences of the public health measures necessary to control the

virus and the pausing of our much-needed public health services along the way. I remain hopeful that next year's report will showcase some of the other important work that we have done and continue to do to contribute to our vision of healthy people in vibrant communities.

With gratitude,

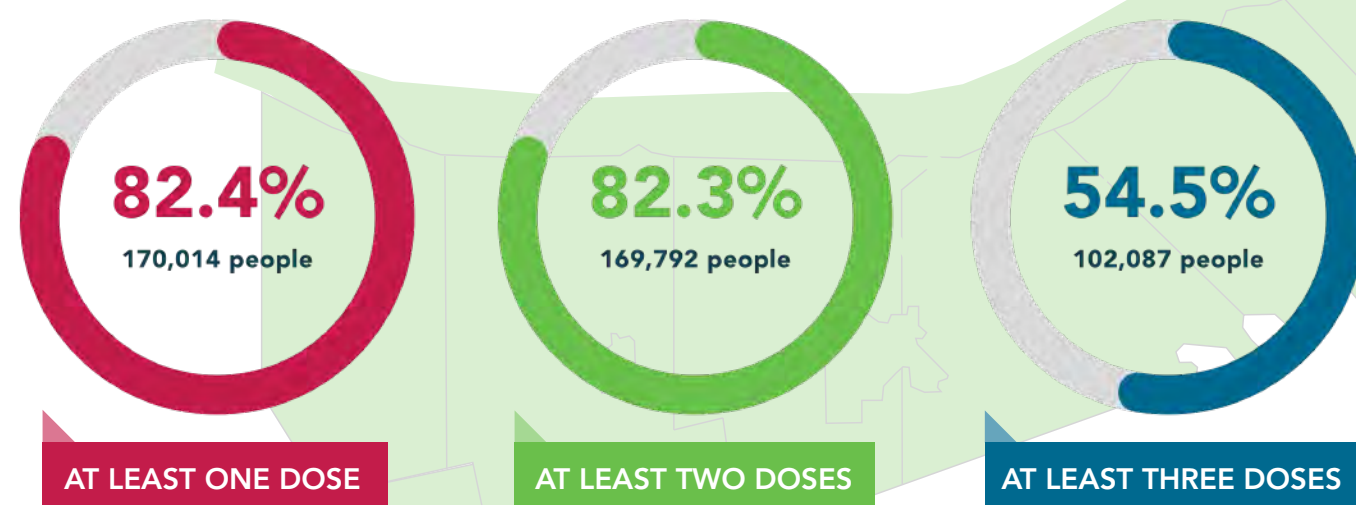
**Cynthia St. John,**  
CEO



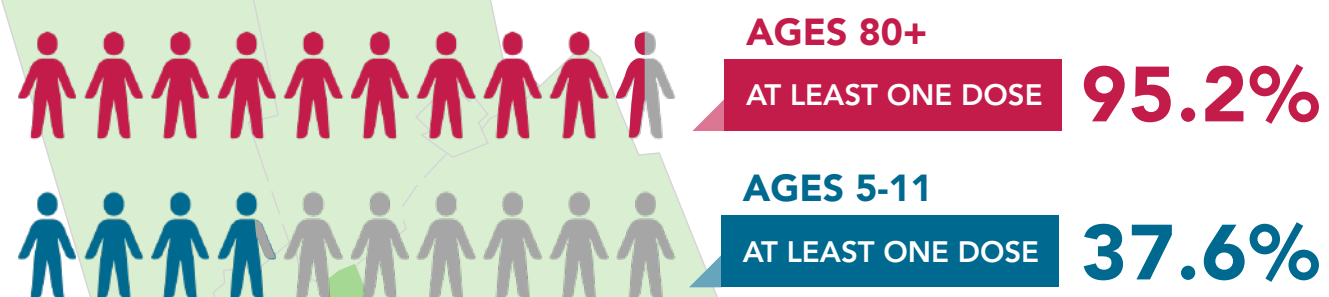
# SWPH led a successful vaccination campaign

While some health care professionals and residents of Long-Term Care Homes within the Southwestern Public Health region had access to COVID-19 vaccines in December 2020, Southwestern Public Health's vaccination campaign began in January 2021. All data reflects the period of January 1 – December 31, 2021.

## We vaccinated most of our eligible residents



## Vaccination coverage was higher in older people



## DID YOU KNOW?

**97.4%** OF ALL RESIDENTS AGED 5+ IN EAST ZORRA TAVISTOCK HAD AT LEAST ONE DOSE OF A COVID-19 VACCINE BY DECEMBER 31, 2021

## Together with our partners we administered nearly 437,000 doses

### SOUTHWESTERN PUBLIC HEALTH CLINICS

**349,043** DOSES

*\*At 57 different locations*

### SWPH PHARMACIES

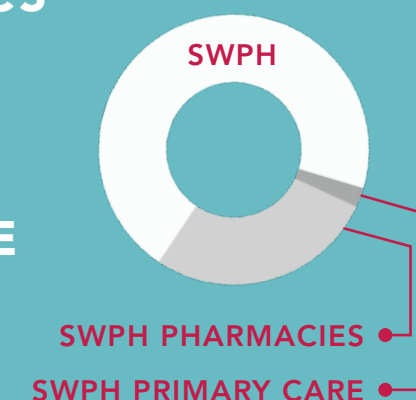
**79,445** DOSES

*\*At 45 participating pharmacies*

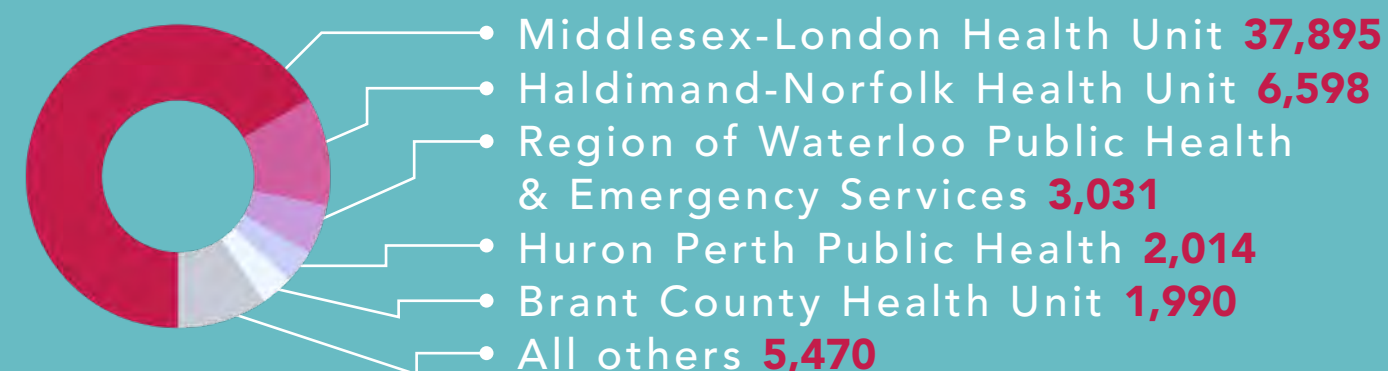
### SWPH PRIMARY CARE

**6,761** DOSES

*\*At 19 participating practices*



## 57,000 non residents were among those that we vaccinated



**29,800** CALLS TO THE COVID-19 RESPONSE CENTRE AND VACCINE BOOKING LINE IN 2021



**1,216,909** VISITS TO THE COVID-19 WEBSITE CONTENT IN 2021



# The complexity of mass immunization.

Local public health has a long history of vaccinating children and adults. From routine childhood vaccinations for illnesses such as measles, mumps, and rubella, to prophylactic vaccination against rabies, to speciality clinics for seasonal influenza, vaccination has been a core function for decades.

The COVID-19 vaccines layered many complexities onto our previous experiences. Due to international demand, vaccines were initially in short supply. This meant that provincially, difficult decisions about who would be vaccinated first needed to be made. It also meant that our work often had to start and stop depending on available supply.

As a region, we determined that mass immunization clinics were the most efficient means of vaccinating thousands of people in a short period of time. Each clinic required dozens of staff each day to handle everything from the technology needed for the electronic documentation system, to parking control, to the administration of the vaccines themselves. The hiring of hundreds of vaccinators and nonclinical staff happened within the context of enormous pressure on health human resources and a nursing shortage. The clinics themselves needed to be set up for efficiency of service and be aligned with infection prevention and control measures to lower the risk of transmission within the clinics themselves.



Of course – not everyone could be served at one of these large-scale clinics. Vaccine was also shipped to hospitals, long-term care homes, retirement homes and primary care practices and administered at more than fifty locations in the community – from beaches to fall fairs to libraries! 4198 individuals who were homebound, residing in group homes and seniors apartments and experienced barriers to attending clinics were vaccinated in their own homes and dozens of individuals with mobility challenges were vaccinated in their cars in the clinic parking lots.

Before we could administer more than 349,000 doses, our vaccine logistics team had to receive more than 100 specialized vaccine shipments. The handling of this vaccine was technically complex and

//

**My parents (dad is 92, mom is 87) had their first vaccines today at Goff Hall in Woodstock. I accompanied them at different times this afternoon and was very impressed with the welcoming, helpful and professionalism of all staff we came into contact with. The entire process was seamless and even when we had to wait our turn a bit, we were treated with the utmost respect and dignity. My parents were extremely impressed with the entire process and will certainly become your biggest cheerleaders.**

required storage at ultra low temperatures (Pfizer -70 degrees or below, and Moderna at -20 degrees or below) in specialty freezers. Vaccine had to be thawed, and, in the case of Pfizer, reconstituted (mixed with saline) at the time of vaccination. Vaccine must be used within 30 days of thawing and a vial of Moderna must be used within 6 hours of puncture. Staff paid careful attention to lot numbers and expiry dates. The goal was to waste no doses of this valuable supply!

And in addition to all these logistical complexities, was the documentation. First, second, third and subsequent booster doses, five different vaccines, multiple dosages, tens of thousands of clients, printed vaccination receipts, and the inventory was all to be managed in COVAXOn, the first provincial vaccination database. This database was used by all health care providers administering

COVID-19 vaccine and allowed the Ministry of Health centralized access to vaccine stock and rates of administration.

Thank you to the hundreds of temporary and permanent staff, volunteers, and community partners who quickly learned new skills and put forward the best of their education, knowledge, and experience to create a friendly, efficient, and safe experience for more than 200,000 community members. Vaccination was key to moving us to a different stage of the pandemic – one in which the risks were much lower for our most vulnerable community members.

**Susan MacIsaac,**  
Director, Vaccine Operations

**Jaime Fletcher,**  
Manager, Vaccine Operations  
and Chief Nursing Officer

## As of December 31, 2021

- 209 clinics in St. Thomas (1672 hours of service)
- 208 clinics in Woodstock (1664 hours of service)
- 67 clinics in Tillsonburg (670 hours of service)





FOR PROTECTING THE COMMUNITY  
YOU *Love!*

Southwestern Public Health expresses its heartfelt condolences to the loved ones of the individuals who lost their lives to COVID-19 in 2021.



**St. Thomas Site**  
1230 Talbot St.  
St. Thomas, ON  
N5P 1G9

**Woodstock Site**  
410 Buller St.  
Woodstock, ON  
N4S 4N2

**1-800-922-0096**  
**swpublichealth.ca**



**From:** [Jana Nethercott](#)  
**To:** [Jana Nethercott](#)  
**Subject:** FW: \*IMPORTANT NOTICE\* RE: Changes to the Investing in Canada Infrastructure Program (ICIP)  
**Date:** August 8, 2022 9:00:43 AM  
**Importance:** High

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**From:** ICIPTransit (MTO) <[ICIPTRANSIT@ontario.ca](mailto:ICIPTRANSIT@ontario.ca)>  
**Sent:** Monday, July 11, 2022 3:10 PM  
**To:** ICIPTransit (MTO) <[ICIPTRANSIT@ontario.ca](mailto:ICIPTRANSIT@ontario.ca)>  
**Subject:** \*IMPORTANT NOTICE\* RE: Changes to the Investing in Canada Infrastructure Program (ICIP)  
**Importance:** High

Hello ICIP Public Transit Stream Recipients,

We are writing to inform you of changes to the Investing in Canada Infrastructure Program (ICIP) that were highlighted in the Government of Canada's Budget 2022, released on April 7, 2022. As you may be aware, the Federal Budget contained two changes made to the ICIP. The Ontario Ministry of Transportation (MTO) continues to work with Infrastructure Canada to clarify details and impacts of these changes but would like to share the following information:

### **Accelerated Timelines to Submit Applications**

Budget 2022 accelerates the deadline for provinces to fully commit the remaining ICIP funding allocations to projects to March 31, 2023. The budget further notes that funds left uncommitted after this date will be reallocated by Canada to other key priorities. This means that the previously communicated application deadline of March 28, 2024, has been cancelled and that final applications to utilize remaining ICIP funding must be submitted to the Ministry by **November 30, 2022**, to allow time for provincial approvals and nomination to Infrastructure Canada (INFC).

### **Program Extension**

Recognizing that many projects are facing construction delays due to the pandemic, the Government of Canada has extended the allowable construction end date from October 2027 to **October 2033**. The extended timeline applies to new or existing projects as well as all project types (e.g., construction, planning and procurement). This extension will provide Ontario with additional runway to finish construction and submit financial claims for approved projects. MTO will provide further details on a process to submit project extension requests.

MTO is committed to implementing these changes as quickly as possible and in a way that optimizes Ontario's Public Transit stream allocations.

To gain a better understanding of municipal timelines and priorities for remaining allocations, MTO is seeking clarification from recipients on whether or not you are anticipating to submit projects under the Public Transit stream before the end of the calendar year.

If you are seeking to submit a project, please respond to this email with a Yes and, if available, the category for the project(s) that will be submitted for funding (e.g. rolling stock, active transportation, construction, planning, etc.). If you will not be utilizing your remaining ICIP allocation, please advise by responding to this email.

Given the limited timing to implement these changes, we ask that your response is provided no later than **July 29, 2022**.

MTO will share additional information as details are confirmed. In the meantime, please contact [ICIPTRANSIT@ontario.ca](mailto:ICIPTRANSIT@ontario.ca) should you have any questions.

Thank you for your ongoing support and collaboration.

Sincerely,

**Kevin Dowling**

Manager - Strategic Investments Office  
Municipal Programs Branch, Agency Oversight & Partnerships Division  
Ontario Ministry of Transportation



PORT GLASGOW

# DANCE PAVILION

## 101ST ANNIVERSARY CELEBRATION

Please join us on Sunday, August 28, 2022 from 2-4pm for a Community Open House to celebrate the 101st anniversary of the Port Glasgow Dance Pavilion. A short program will begin at 2:45pm. Music will be provided by the Pierce Family Band and there will be refreshments, a slideshow of historic pictures, dancing and fun for all ages.

Sincerely,

Bonnie Rowe, Councillor,  
Ward 3, Municipality of West Elgin  
and committee





## Staff Report

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**Report To:** Council Meeting

**From:** Lee Gosnell, Manager of Operations & Community Services & Jana Nethercott, Clerk

**Date:** 2022-08-11

**Subject:** Recycling Collection & Depot Operation During Transition Period 2023-2026

---

### **Recommendation:**

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Operations & Community Services and Jana Nethercott, Clerk re: Recycling Collection and Depot Operation during transition period of July 1, 2023 to January 1, 2026 for information purposes; and

That West Elgin Council delegate authority to Staff to negotiate and enter into a master service agreement with Circular Materials to provide residential and facility collection of blue box materials and depot collection master service agreement.

### **Purpose:**

The purpose of this report is to provide Council with information on West Elgin's recycling collection and depot operations at the point of transition on July 1, 2023 and receive direction to negotiate and enter into master service agreements to provide curbside recycling collection and depot collection.

### **Background:**

Resource Recovery and Circular Economy Act lists West Elgin's transition to full producer responsibility for the blue box collection as of July 1, 2023, as part of phase one of the transition. The organization representing the majority of producers, Circular Materials had asked Municipalities to inform them of their interest in or non-interest in providing curbside collection services and depot collection services during the transition period of July 1, 2023 to January 1, 2026. Opting in meant that West Elgin would maintain our contract with Waste Connections to provide not only garbage, but also recycling collection. Opting out would mean that West Elgin would be listed amongst the municipalities in Ontario who chose to opt out, in an RFP being issued by Circular Materials to provide services for residential and facility collection of recycling and no longer being able to accept recycling materials at the landfill.

As part of this process Circular Materials provided some calculation models and contract outlines for Municipalities to see what options worked best for them. Staff at West Elgin were in a unique position as the models provided only considered the collection costs reported for 2020 and then used CPI and fuel cost escalators to calculate what each municipality would receive should they continue to provide collection services. West Elgin transitioned to full municipal curbside collection in August of 2020 and therefore the reported costs do not accurately reflect what the costs are today or in the future.

Staff were able to reach out to Circular Materials and negotiate with them a more accurate calculation based on the October 2020 collection costs, multiplied by 12, to come up with a proposed payment rate for residential curbside collection of recyclables.

Staff feel that maintaining the current service of one company providing the curbside collection of the garbage and recycling is the best for residents and the proposed numbers provided by Circular Materials currently cover our costs for collection of blue box materials as well as operation of a recycling depot at the landfill.

Master Service Agreements and payment information will be finalized as we get closer to the transition date.

**Financial Implications:**

The transition to producer responsibility will affect the 2023 budget as payments for contract management for us to facilitate the contract with Waste Connections will not begin until July 1, 2023.





## Staff Report

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**Report To:** Council Meeting  
**From:** Robert Brown, Planner  
**Date:** 2022-07-27  
**Subject:** Consent Report – Gray Line (E60-22)

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### **Recommendation:**

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the severance application, E60-22 – Comments to Elgin County (Planning Report 2022-031).

And that West Elgin hereby recommends approval to the Land Division Committee of the County of Elgin for the severance application, File E60-22, subject to the Lower-Tier Municipal conditions in Appendix One of this report;

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

### **Purpose:**

The purpose of this Report is to provide Council with recommendations related to authorizing municipal comments to the County of Elgin regarding County of Elgin Severance Application E60-22, as Elgin County is the planning approval authority for severances.

The purpose of the application is to sever and convey lands from the subject property to an abutting parcel to the west as a lot addition. The specific intent of the lot addition is to address existing encroachments.

### **Background:**

Below is background information, in a summary chart:

<b>Application</b>	E60-22
<b>Owners</b>	Lou Nitra & Clayton Jones Morley
<b>Applicant</b>	Hickory Grove Campers Association
<b>Legal Description</b>	Part Lot of 4, Concession 14 & Part 1, RP 11R 5840 & Pt. 1, RP 11R 10300
<b>Entrance Access</b>	Gray Line
<b>Existing Land Area</b>	9.42 ha (23.3 ac.)
<b>Proposed</b>	Severed Parcel - 10 m x 654 m - 6,578 m <sup>2</sup> Retained Parcel - 12.19 m x irregular - 87,700m <sup>2</sup>

Figure One below, shows the location of the subject property (outlined in red) and receiving lot to the west (outlined in blue).



The Public Hearing is scheduled for August 24, 2022, at the Elgin County Land Division Committee Meeting.

Figure Two shows the survey sketch prepared as part of the application for severance. The severed portion will be transferred as a lot addition to the abutting campgrounds to the west to address existing encroachments onto the subject property.

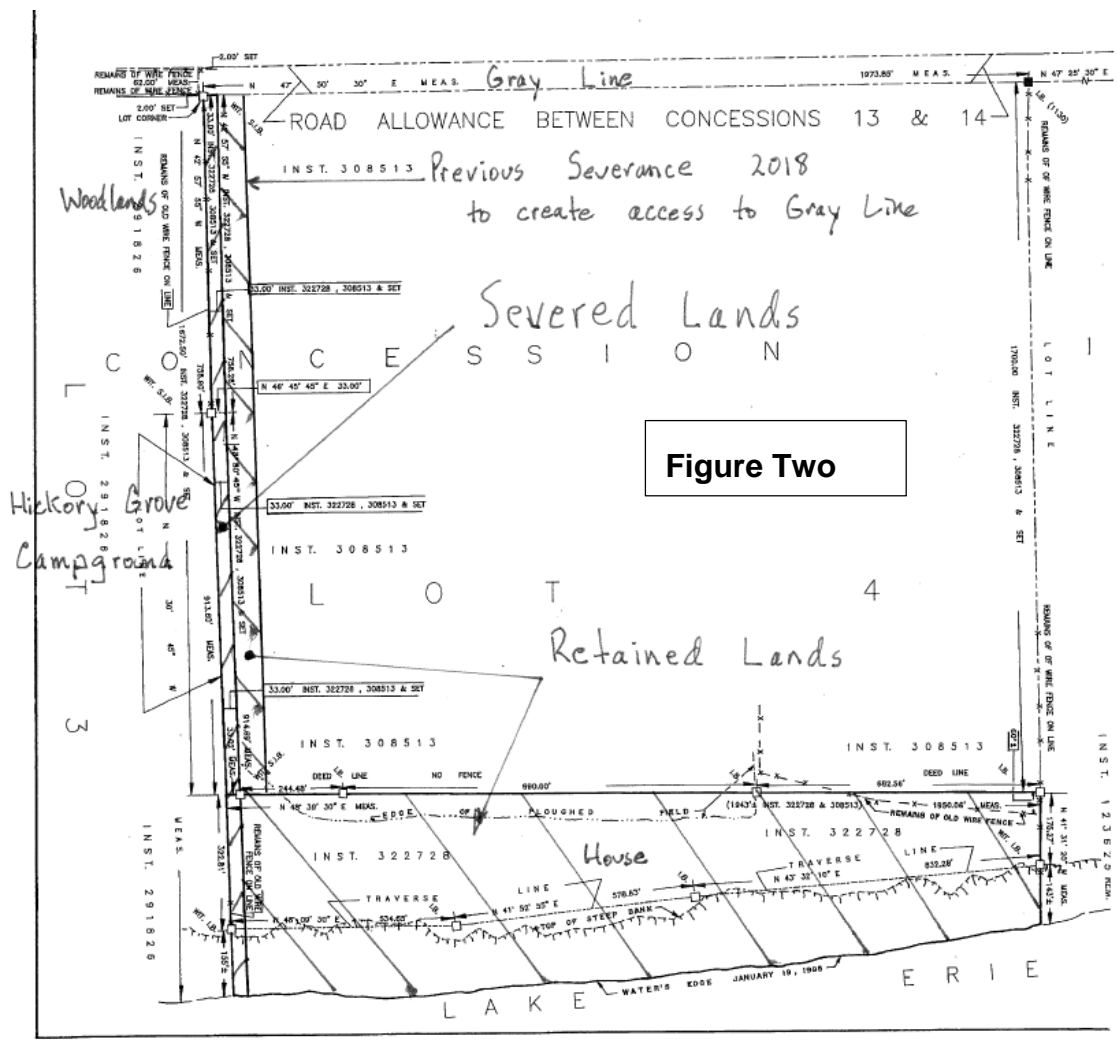


Figure Two

### **Financial Implications:**

Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended time to time. The reconfiguration may result in a minimal change in assessment.

### **Policies/Legislation:**

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

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

**PPS:**

Lot line adjustments such as that proposed raise no issue of Provincial significance. Development ability on the properties in question will remain subject to the same requirements including any limitation due to proximity to the bluffs along Lake Erie. The proposal is consistent with PPS.

**CEOP:**

The subject lands are designated Agricultural Area on Schedule 'A' Land Use in the CEOP. The County has acknowledged the discrepancy between the County and West Elgin Official Plans. The intent is for the County to address this as part of the five year review process. Section E1.2.3.4 outlines that consents are permitted for legal or technical reasons including minor boundary adjustments which do not result in the creation of new lots. The existing narrow portion of the lot was actually added as a lot addition in 2017 (File E2-17) to provide access and frontage to the remaining lot at the south end. A portion of these same lands is now the subject of this application and being conveyed to the abutting campgrounds to the west to address encroachments onto the previously severed parcel. As such the proposed severance conforms with the policies of the County Official Plan.

**WEOP:**

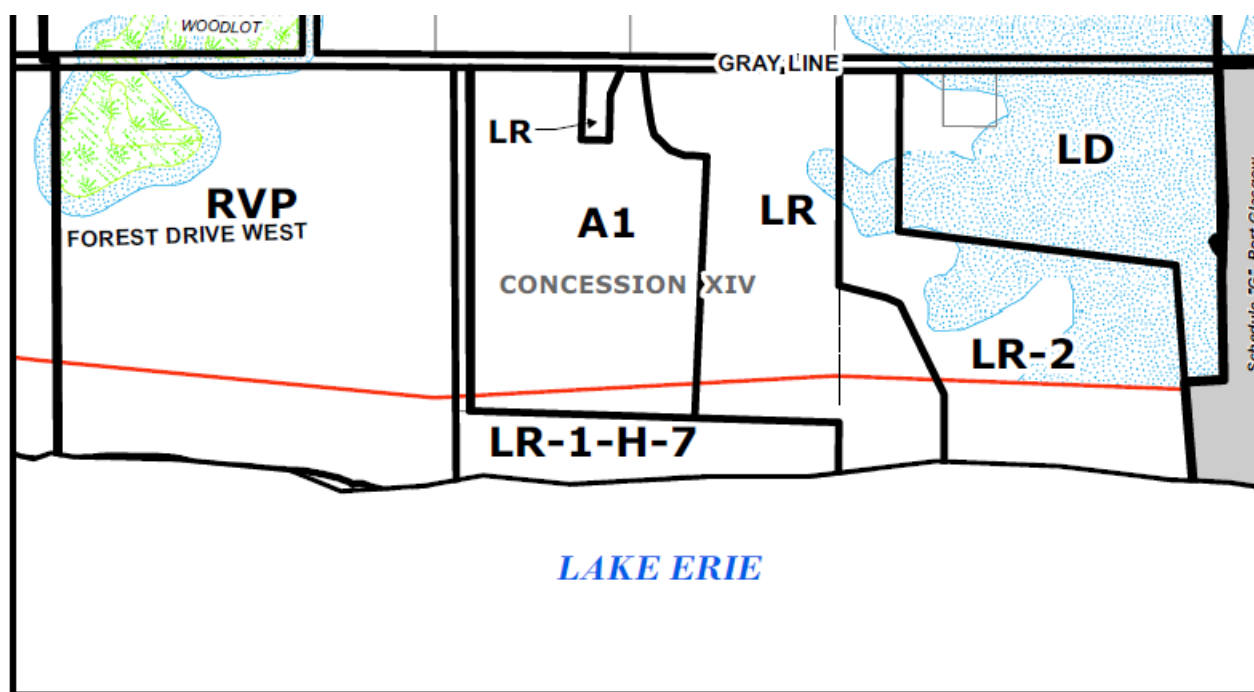
The subject lands are designated as Lakeshore Area, as shown on Rural Area Land Use and Transportation Schedule 'E' of the OP. Section 10.4.3 permits lot line adjustments so long as they are undertaken in such a manner as to not create or worsen any existing deficiencies such as lot area, frontage access or building setbacks; that the lot addition lands are consolidated with the receiving lot and that future severances from the same parcel will require a new application for consent. The severed lands will be consolidated with the campground property to the west. The retained lands will have less frontage on Gray Line. This item is addressed under the zoning section of the report.

The use of the properties in question will not change and will continue to conform with the Lakeshore Area policies of the OP. Therefore, this proposal conforms to the OP.

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

The subject lands are zoned Lakeshore Residential Defined Area 1 – Holding (LR-1-H-7) on Schedule “A” Map 75 of the ZBL as depicted in Figure Three.

**Figure Three**



**Municipality of WEST ELGIN: RURAL AREA**

**Schedule "A"**

SCALE 1:10,000

0 50 100 200 300 400 500 Metres

Municipality of West Elgin Zoning By-Law



**Map No. 75**

The permitted use within the Lakeshore Residential Defined Area 1 (LR-1) are limited to a seasonal dwelling with site-specific regulations recognizing its location. The H-7 is a holding symbol which requires the establishment of permanent access and frontage and determination if the seasonal dwelling has been constructed in compliance with the Ontario Building Code. The access and driveway have been completed, the compliance item with OBC remains outstanding.

As a result of the proposed lot addition severance the undersized frontage of the retained parcel will be further undersized. The zoning on the severed parcel is also different from that of the receiving lot, Recreational Vehicle Park (RVP). In order to address both of these items a zoning amendment is recommended to amend the severed parcel zoning to RVP and to update the existing zoning on the retained lands to recognize the reduced frontage.

**Interdepartmental Comments:**

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

**Drainage Department:**

- No drainage reapportionment is required.

**Building Department**

- Confirmation of the location and condition of the septic system is required.
- It was also agreed that the zoning on the retained and severed parcels should be amended to address the frontage and mismatched zoning to avoid issues in the future with any proposed development.

**Planning**

- In reviewing the previous severance to establish frontage for the existing lot located along the lake bluff it was determined that the condition to consolidate the severed parcel (lot addition) with the larger lot has not been completed and the lot addition and receiving lot appear to still be separate parcels. It is recommended as a condition of this approval that the consolidation condition associated with File E2-17 be finalized.

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

**Summary:**

To proposed lot line adjustment/lot addition is consistent with the PPS, conforms to both the CEOP and West Elgin OP, complies with the ZBL; and that Council recommends to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

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

Prepared by:



Robert Brown, H. Ba, MCIP, RPP  
Planner  
Municipality of West Elgin

**Report Approval Details**

Document Title:	Severance Application E60-22 - Comments to Elgin County - 2022-31-Planning.docx
Attachments:	- Planning Report 2022-31 Appendix One - Conditions.pdf
Final Approval Date:	Aug 8, 2022

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

Jana Nethercott

**Planning Report 2022-31: Severance Report E60-22 –**  
**Comments to the County of Elgin**

**Appendix One: Severance Application E60-22 Conditions**

Severance Application E60-22 Conditions:

1. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
2. That the Applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
3. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed for the severed parcel once the transaction has occurred to the Municipality.
4. That the owners of the subject lands consisting of Roll No. 3434 000 040 15704 & 3434 000 040 15800 be consolidated under a single Property Identification Number (PIN) prior to certification.
5. That the owners of the subject lands secure a new civic address for the property to be positioned at the entrance of the property on Gray Line consistent with Municipal protocol.
6. That the severed parcel be conveyed to and consolidated with the abutting parcel to the west Roll No. 3434 000 040 15600 (21527 Gray Line and that Section 50 (3 or 5) of the *Planning Act* apply to any subsequent application for consent.
7. That the function and location of the septic system on the retained lands be confirmed to the satisfaction of the Municipality.
8. That a zoning amendment application be submitted and approved to address the reduced lot frontage of the retained parcel and rezone the severed lot addition to match the zoning of the receiving lot.
9. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed demonstrating that the severed parcel and receiving lot have been consolidated under a single PIN.
10. That prior to the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.
11. That all conditions noted above shall be fulfilled within two years of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.





## Staff Report

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**Report To: Council Meeting**

**From: Robert Brown, Planner**

**Date: 2022-08-03**

**Subject: Site Plan Control Agreement SPA D11 01-2022 (Planning Report 2022-32)**

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### **Recommendation:**

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the site plan agreement associated with site plan application D11 01-2022 (Planning Report 2022-32) for Falkins Properties Inc. to retrofit and expand the existing building located at 177 Victoria Street for an 18 unit apartment dwelling, legally described as Lots 7 to 10, Block G, Plan 154, in the Municipality of West Elgin for information purposes, and

That Council authorize the Mayor and Clerk to execute the agreement with the owner on behalf of the Municipality and register said agreement on title.

### **Purpose:**

To provide the Mayor and Council with details on the approved site plan and outline the terms of the required site plan agreement approval for property located at 177 Victoria Street.

### **Background:**

In early 2022 Council approved a zoning by-law amendment for the subject property which will permit its conversion to a multi residential development in the form of an 18-unit residential apartment dwelling. The site was the location for the Royal Canadian Legion (Branch 525) in Rodney. The former Legion building will be converted for a total of 12 units along with a new addition that will accommodate an additional 6 units.

### **Financial Implications:**

Application fees were collected in accordance with the Municipality's Fees and Charges By-law. Once completed the proposed development will result in a significant increase in the assessment value of the property.

### **Policies/Legislation:**

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

**PPS:**

The subject lands are within the settlement area of Rodney, that shall be the focus of growth and development and accommodates a significant supply and range of housing options through intensification and redevelopment through existing building to be converted, in accordance with Section 1.1.3 of the PPS. The proposal would be on full municipal water and sewer services, being the preferred form of servicing for settlement areas, in accordance with Section 1.6.6. of the PPS.

Therefore, this proposal is consistent with the PPS.

**CEOP:**

The subject lands are designated as Tier 1 Settlement Areas, as shown on Schedule 'A' Land Use of the CEOP. Section C1.1 state that the objective is to maintain and enhance the character and identify the existing residential areas and efficient use of infrastructure. This development will provide for intensification of the subject lands on full municipal services. Therefore, this proposal conforms to the CEOP.

**OP:**

The subject lands are designated as Residential, as shown on Schedule 'C' of the Land Use and Transportation Plan of the Official Plan.

The residential designation allows for primary uses of single unit dwellings, semi-detached dwellings, apartments in houses, townhouses and low rise small-scale apartment buildings, in accordance with Section 5.2.1 of the Official Plan. It is noted that this proposal would be considered a low rise small-scale apartment building.

The development will include 18 residential units on the existing 3,238 sq. m (34,855 sq. ft.) lot. This would result in a density of 55.6 units per hectare and be considered on the higher end of medium density residential. The development meets the policies preferences, providing close access to a County Road, (Furnival Road), close to the downtown core of Rodney and would be a conversion of the existing building. Further, the proposal would be on full municipal services, would not be intruding onto existing single detached residential areas, being that the subject property is bounded by 3 roads. Residential uses to the north are buffered using landscaping and amenity space as outlined in the approved site plan and associated landscaping plan.

With this in mind the proposal conforms to the Official Plan.

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

The subject lands are zoned Residential Third Density Site-Specific Provision 2 (R3-2), to permit apartment unit residential dwellings, with the site-specific provision 2 reducing the side yard from 7.5 metres to 6.5 metres within the R3 Zone. The R3 Zone permits a range of medium density residential development, including apartment dwelling.

**Site Plan**

The approved site plan (Appendix A) shows conversion of the existing 596.5 sq. m (6,421 sq. ft.) building for 12 apartment units along with a 364.12 sq. m (3,919 sq. ft.) addition to the east side of the building that will accommodate an additional 6 units. The proposal has been reviewed and complies with the applicable zoning standards. A total of 27 parking spaces are proposed including 2 accessible spaces close to the front entry to the building. The site will include the addition of a pergola and raised garden beds for use by the residents to provide outdoor amenity space. A

landscape plan (Appendix B) was required as part of the site plan submission and shows the addition of significant landscaping on the site. Trees located along the north lot line will be retained with the exception of one large walnut tree. This removal is well offset by the proposed addition of new trees and green space around the development.

### **Municipal Department Comments:**

The site plan application was circulated to the various internal departments. Comments were provided to the applicant and the site plan submissions were forwarded to Spriet Engineering for review. Much of the comment related to clear labelling on the site plan, traffic movement on site, provision of sidewalks, landscaping details and lighting each of which has been addressed to the satisfaction of the engineer and Municipality.

### **Agency Comments:**

The site plan approval application was circulated to the applicable Agencies for comment. The following was received:

#### Lower Thames Valley Conservation Authority

Lower Thames Valley Conservation Authority, in their January 25, 2022 letter, as part of the earlier zoning application review noted the following:

- The subject property is not subject to the Authority's regulation.
- The lands are not subject to flooding of a general nature and as such structures are not required to be flood proofed. However, local flooding may occur on the property; the flood proofing of structures for the purposes of flood damage from local, overland drainage waters is always recommended.
- Requests the ability to review the Stormwater Management Report. A permit will be required from Lower Thames Valley Conservation Authority for the Stormwater Management outfall into the drain.

The Site Plan Application has been circulated to Lower Thames Valley Conservation Authority for review, including stormwater management details.

### **Summary/Conclusion:**

The proposed site plan is consistent with the PPS, conforms to the both the County and Municipal Official Plan, is in compliance with the applicable zoning provisions and as such it is recommended that the site plan agreement be approved.

Prepared by:



Robert Brown, H. Ba, MCIP, RPP  
Planner  
Municipality of West Elgin

## Report Approval Details

Document Title:	Site Plan Control SPA D 11 01 2022 Falkins - 2022-32-Planning.docx
Attachments:	<ul style="list-style-type: none"> <li>- Appendix A - Approved Site Plan 08 2022.pdf</li> <li>- Appendix B - Landscape Plan.pdf</li> <li>- SPA Agreement D11 01-2022 - Falkins.pdf</li> </ul>
Final Approval Date:	Aug 8, 2022

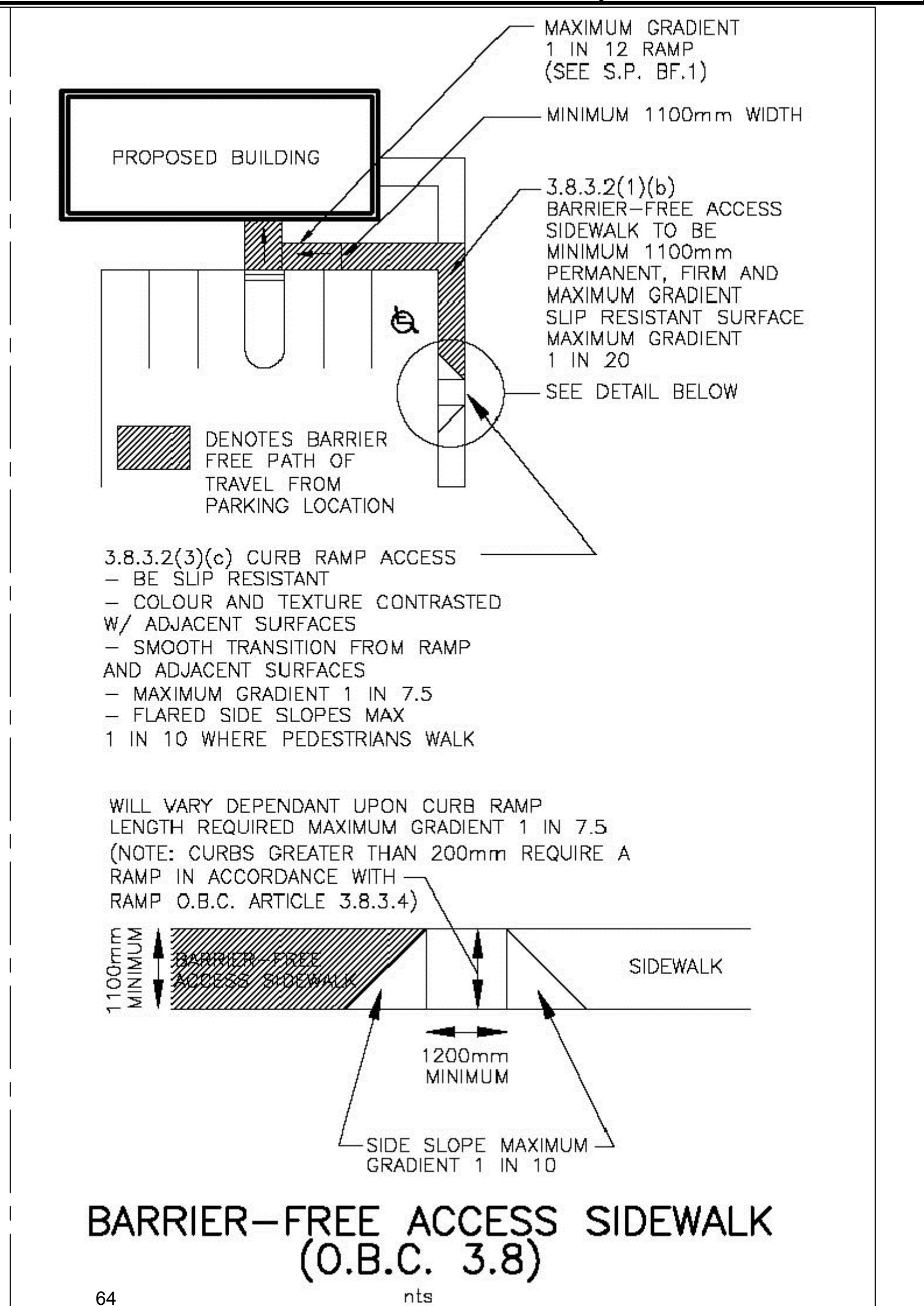
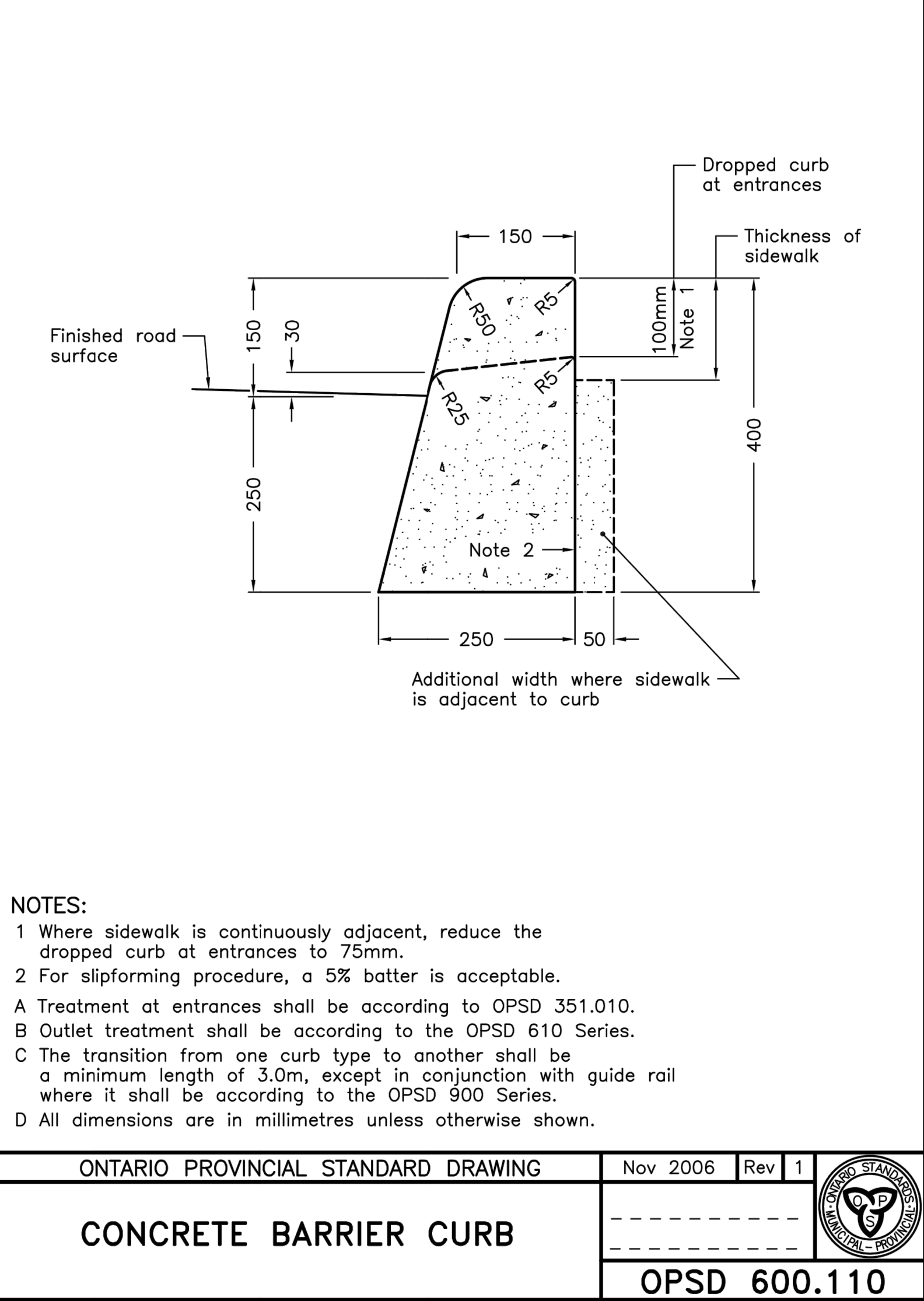
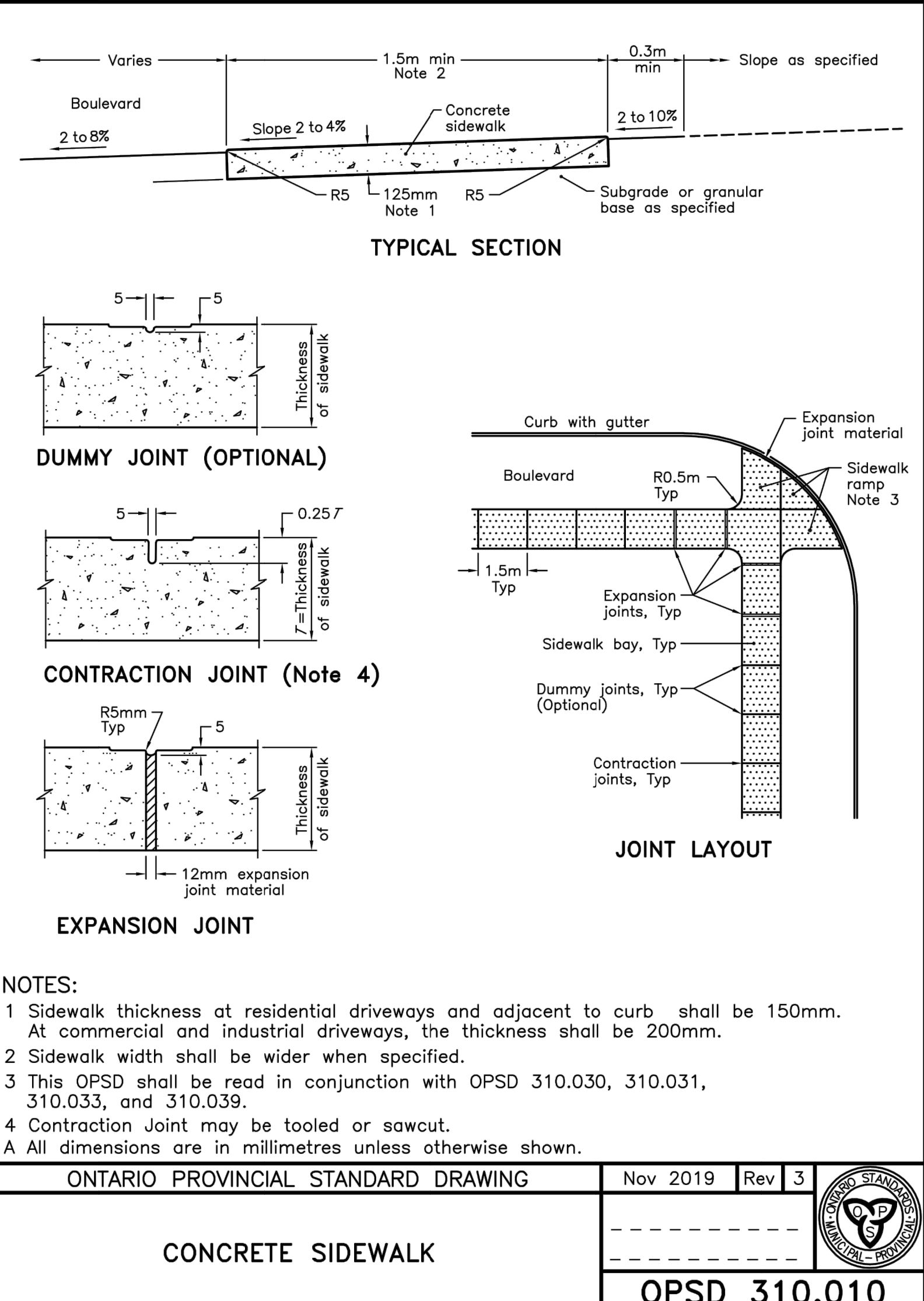
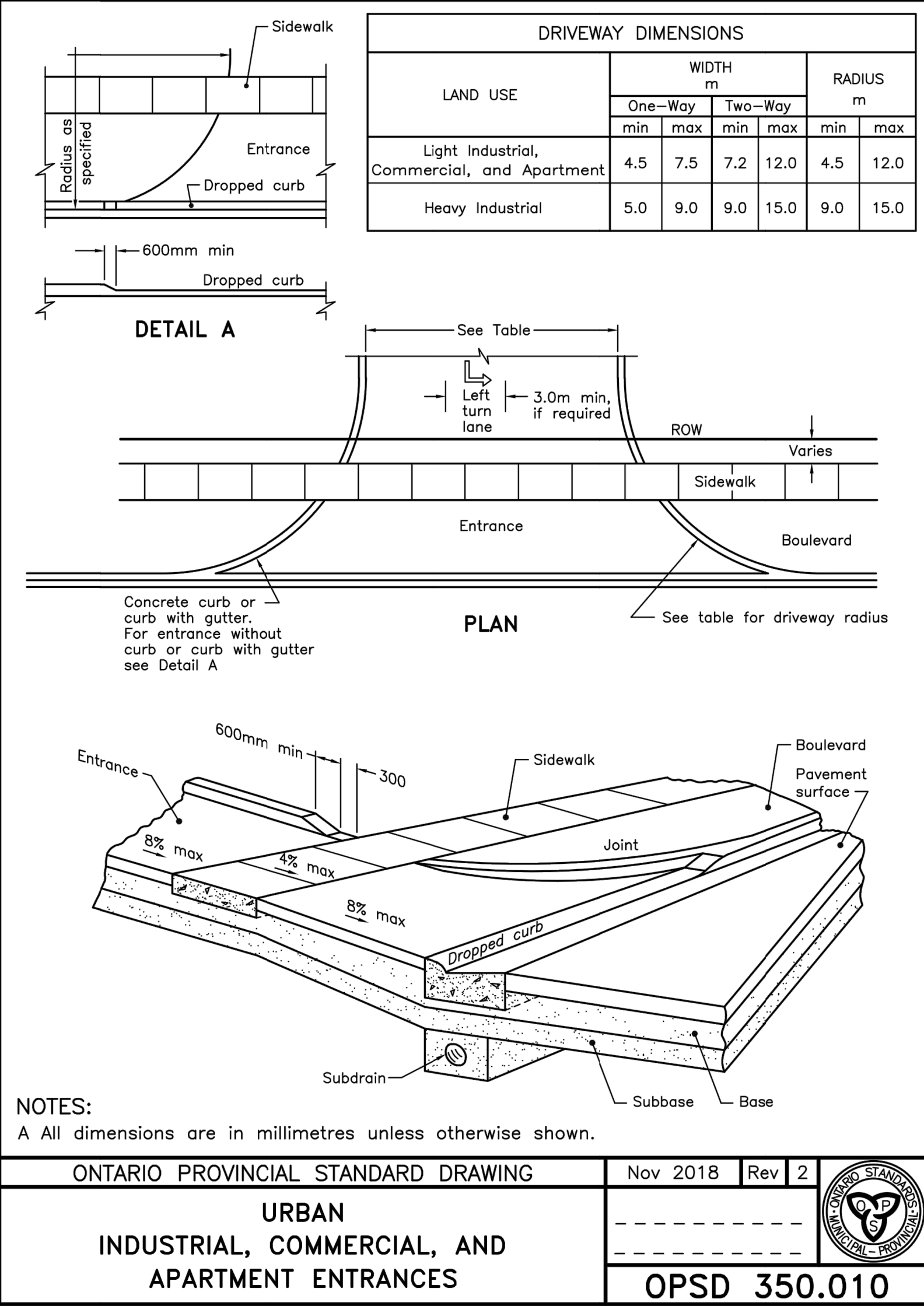
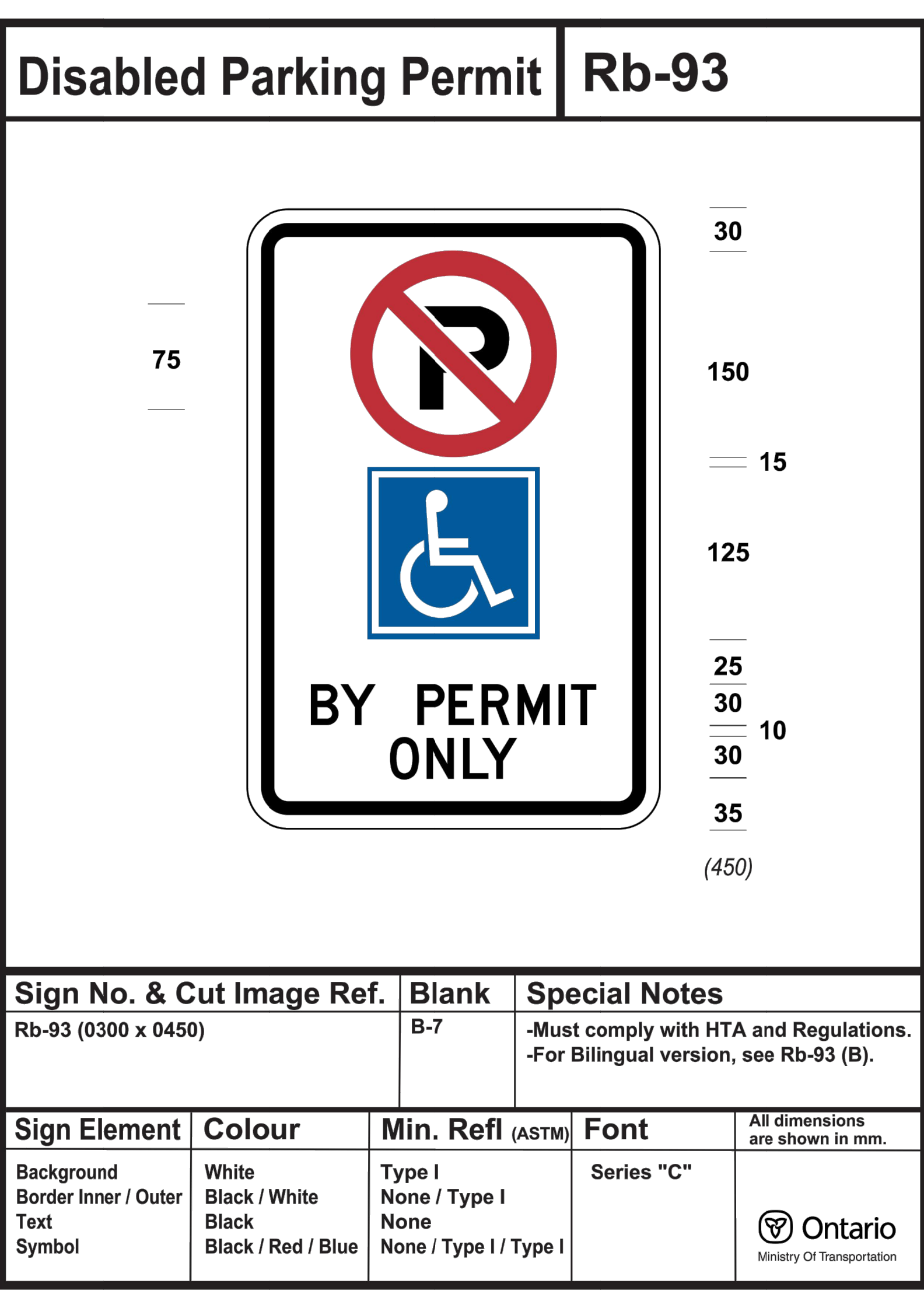
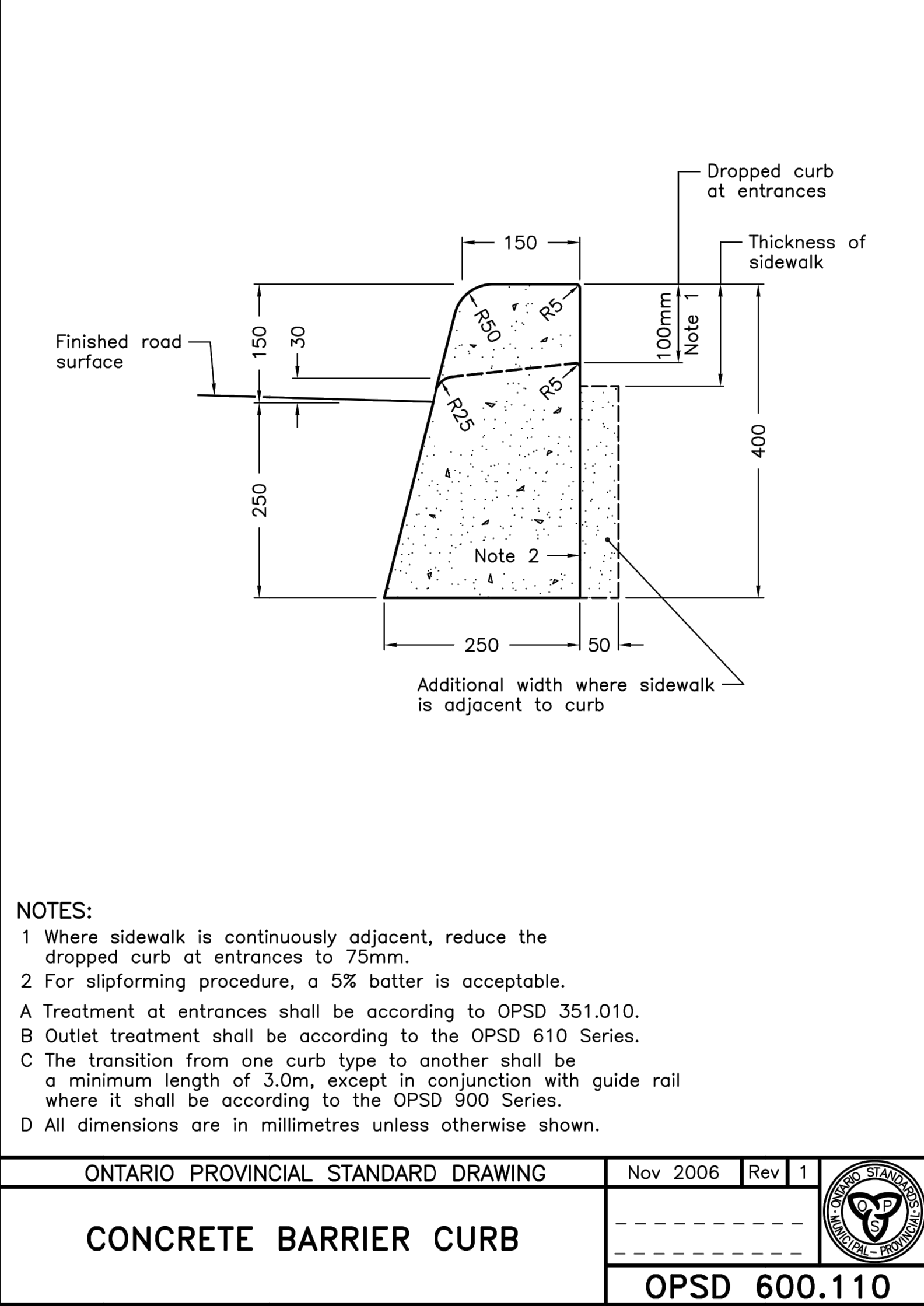
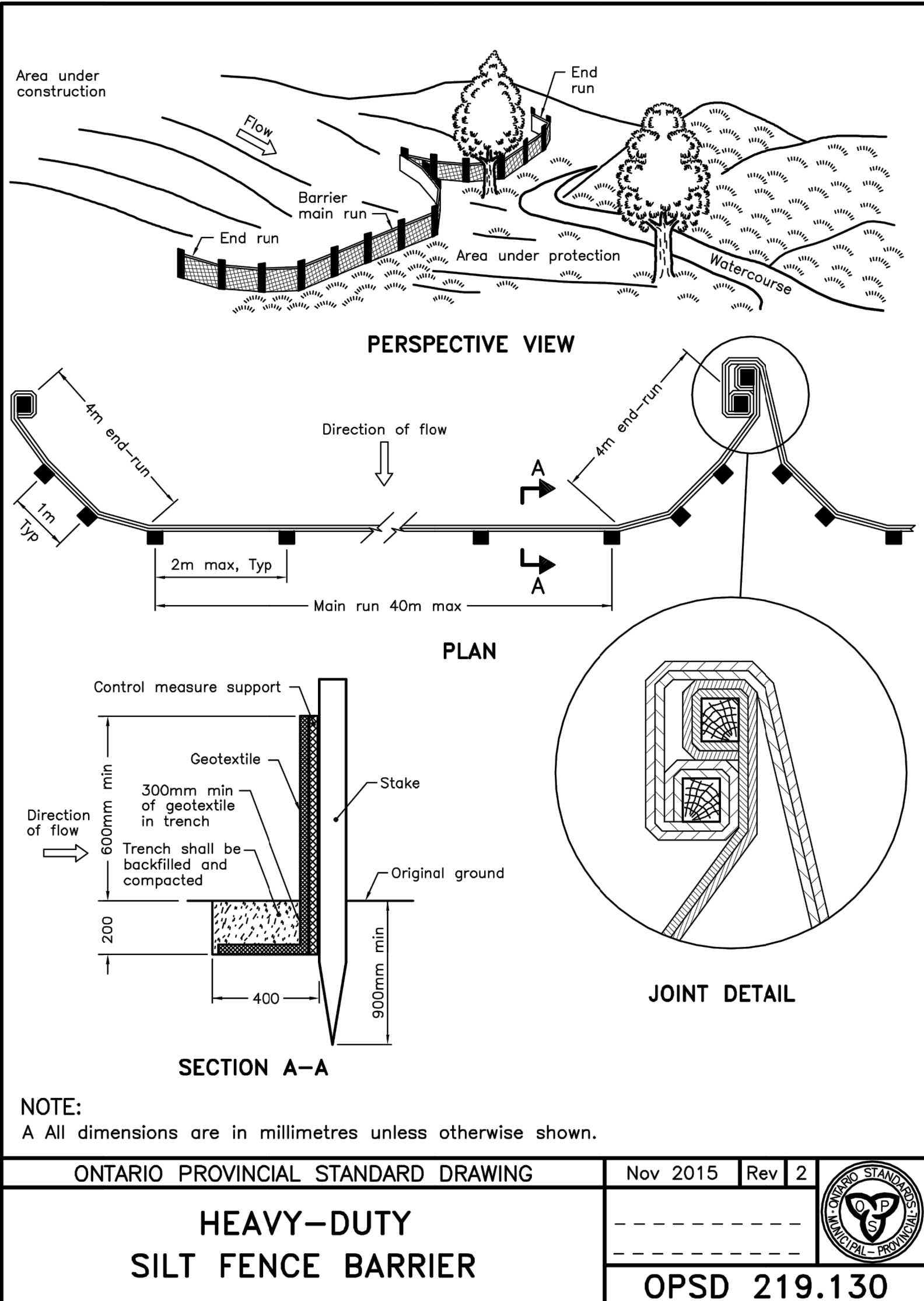
This report and all of its attachments were approved and signed as outlined below:

Jana Nethercott









REVISIONS	ISSUED FOR	DATE
	OWNER REVIEW	JUNE 15/2021
	OWNER REVIEW	JUNE 28/2021
	OWNER REVIEW	AUG 13/2021
	OWNER REVIEW	AUG 25/2021
	ZONING BY-LAW AMENDMENT	DEC. 13/2021
	OWNER REVIEW	DEC. 16/2021
	REVISED ENTRANCE	JAN. 11/2021
	SITE PLAN APPROVAL APPLICATION	JAN. 21/2022
	REVISED AS PER MUNICIPAL COMMENTS	MAY 24/2022

PROJECT:

SITE PLAN FOR RODNEY LEGION RENOVATIONS

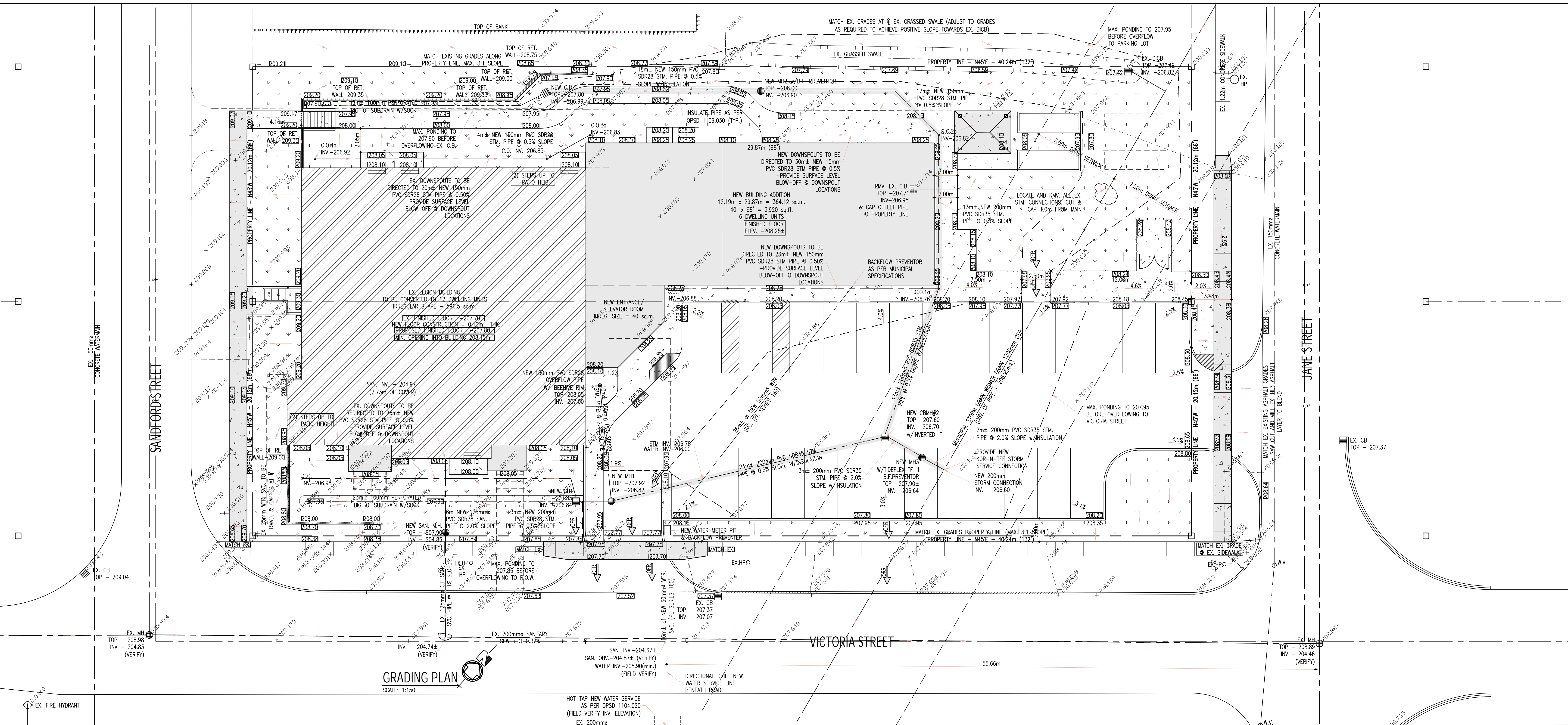
177 VICTORIA STREET RODNEY, ONTARIO

SHEET TITLE: DETAILS

Y.C. LIU ENGINEERING	
28 MANULIFE AVE. WEST	
CHESHAM, ONTARIO L7Y 5P2	
TEL: (919) 551-9612	
FAX: (919) 551-9028	

DRAWN	CHECKED	FILE NO.	DWG. NO.
C.W.	C.L.	21-180	2
BCIN	FIRM BCIN	DATE	SHEET NO.
20529	29635	JUNE/21	SP-2 of 4





**SERVICING NOTES:**

**1. SEWERS**

- BACKFILL AND SEWER BEDDING AS PER OPSD 802.010, 802.013, 802.014
- ALL BEDDING AND COVER MATERIAL TO BE GRANULAR 'A' OR 19mm CRLS COMPACTED TO 95% SPWDD
- CB LEADS TO BE ONE OF CONCRETE OR PVC THROUGHOUT
- STORM SEWER PIPE TO BE PVC SDR 35 OR BOSS 2000
- SANITARY SEWER PIPE TO BE PVC SDR 28
- IF ANY DRAIN REPAIRS TO THE WISMER DRAIN ARE NECESSARY IN THE FUTURE, THE LANDOWNER IS RESPONSIBLE FOR RESTORATION OF ALL SURFACE ITEMS SUCH AS ASPHALT, CURBS, LANDSCAPING, ETC.
- EXISTING STORM PIPES WITHIN THE SITE SHALL BE LOCATED AND DESTROYED. EXISTING CONNECTIONS TO THE MUNICIPAL DRAIN SHOULD BE CAPPED ADJACENT TO OR AT THE MUNICIPAL DRAIN.

**2. MANHOLES/CATCHBASINS**

- STORM MANHOLES AS OPSD 701.010 WITH FRAME AND COVER
- PRECAST CATCHBASINS AS PER OPSD 705.010 WITH FRAME AND GRATE
- MINIMUM HORIZONTAL CLEARANCE BETWEEN SEWER AND WATER SERVICE IS 2.5m. WHERE THE WATERMAIN PASSES OVER THE SEWER, MINIMUM VERTICAL CLEARANCE IS 0.15m AND 0.50m WHERE THE WATERMAIN PASSES UNDER THE SEWER

**3. WATERMANS**

- WATERMANS/SERVICES MIN. COVER 1.7M BELOW FINISHED GRADE
- WATER SERVICE TO BE INSTALLED AS PER TOWN STANDARDS WITH GRANULAR 'A' BEDDING AND COVER
- PVC WATERMAIN IN SIZES 100mm THROUGH TO 300mm SHALL BE CLASS 150 DR18 CONFORMING TO ANWA C900. TRACER WIRE (10 TWIN OR TWO MULTISTRAND FLAME SEAL COPPER, SOLID WHITE MIN.) SHALL BE INSTALLED ON PVC WATERMAIN WITHIN THE ROAD ALLOWANCE
- THE TRACER WIRE SHALL BE BROUGHT TO THE SURFACE AT ALL FIRE HYDRANTS AND VALVE LOCATIONS, LOOPED TWICE AROUND THE HYDRANT BARREL/ VALVE BOX
- CORROSION PROTECTION MEASURES FOR METAL WATER MAIN COMPONENTS TO INCLUDE DENSO MASTIC/TAPE AND SAC CAPS
- MINIMUM HORIZONTAL CLEARANCE BETWEEN SEWER AND WATER SERVICE IS 2.5m. WHERE THE WATERMAIN PASSES OVER THE SEWER, MINIMUM VERTICAL CLEARANCE IS 0.15m AND 0.50m WHERE THE WATERMAIN PASSES UNDER THE SEWER
- ALL WATERWORKS CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS OF THE MUNICIPALITY OF WEST-ELGIN ENGINEERING DEPARTMENT

**4. GRADING NOTES**

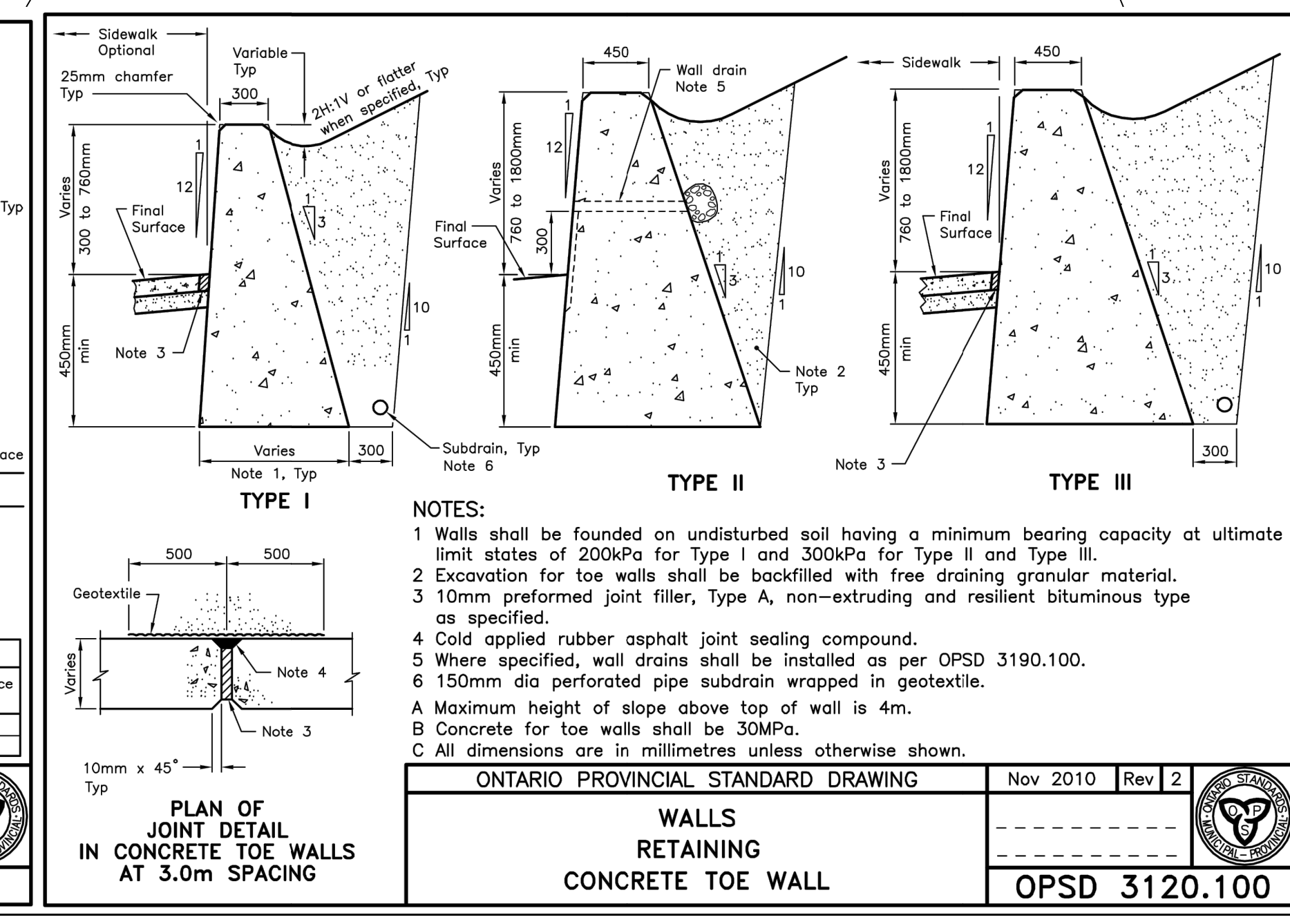
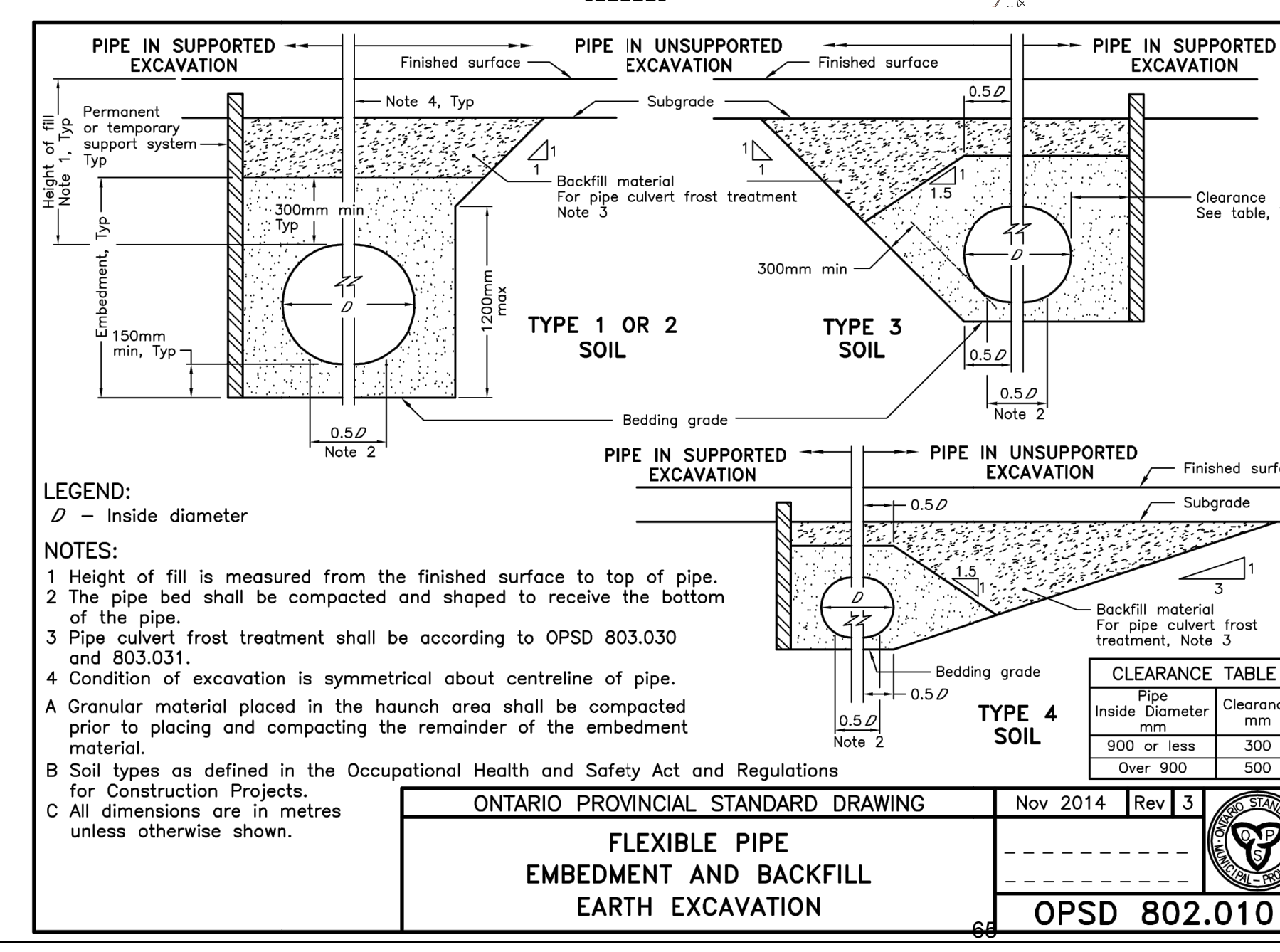
- EXISTING GROUND ELEVATIONS TO BE MAINTAINED ALONG PERIMETER OF SITE UNLESS SPECIFIED OTHERWISE
- ALL SURFACE DRAINAGE SHALL BE SELF CONTAINED, COLLECTED, AND DISCHARGED AT A LOCATION TO BE APPROVED PRIOR TO THE ISSUANCE OF A BUILDING PERMIT
- DRAINAGE OF ADJUTING PROPERTIES SHALL NOT BE ADVERSELY AFFECTED

**LEGEND:**

EX. GRADE -  $\pm 999.99$   
TOP OF CURB GRADE -  $\pm 999.99$   
PROPOSED GRADE -  $\pm 999.99$   
PROPOSED SURFACE DRAINAGE -  $\pm 999.99$

**NOTE ON STORM, SANITARY AND WATER MAINS:**

- EXISTING STORM, SANITARY AND WATER MAINS ARE TO BE LOCATED PRIOR TO ANY WORK BEING COMPLETED. DEPTH, SIZE, AND LOCATION IS TO BE VERIFIED THROUGH MUNICIPAL LOCATES
- EXACT LOCATION OF SERVICES BEING BROUGHT IN ARE TO BE VERIFIED BY CONTRACTOR/OWNER
- ANY EXISTING SERVICES AT THE PROPERTY LINE ARE TO BE CAPED PRIOR TO CONSTRUCTION
- EXISTING STORM PIPES WITHIN THE SITE SHALL BE LOCATED AND DESTROYED. EXISTING CONNECTIONS TO THE MUNICIPAL DRAIN SHOULD BE CAPPED ADJACENT TO OR AT THE MUNICIPAL DRAIN.



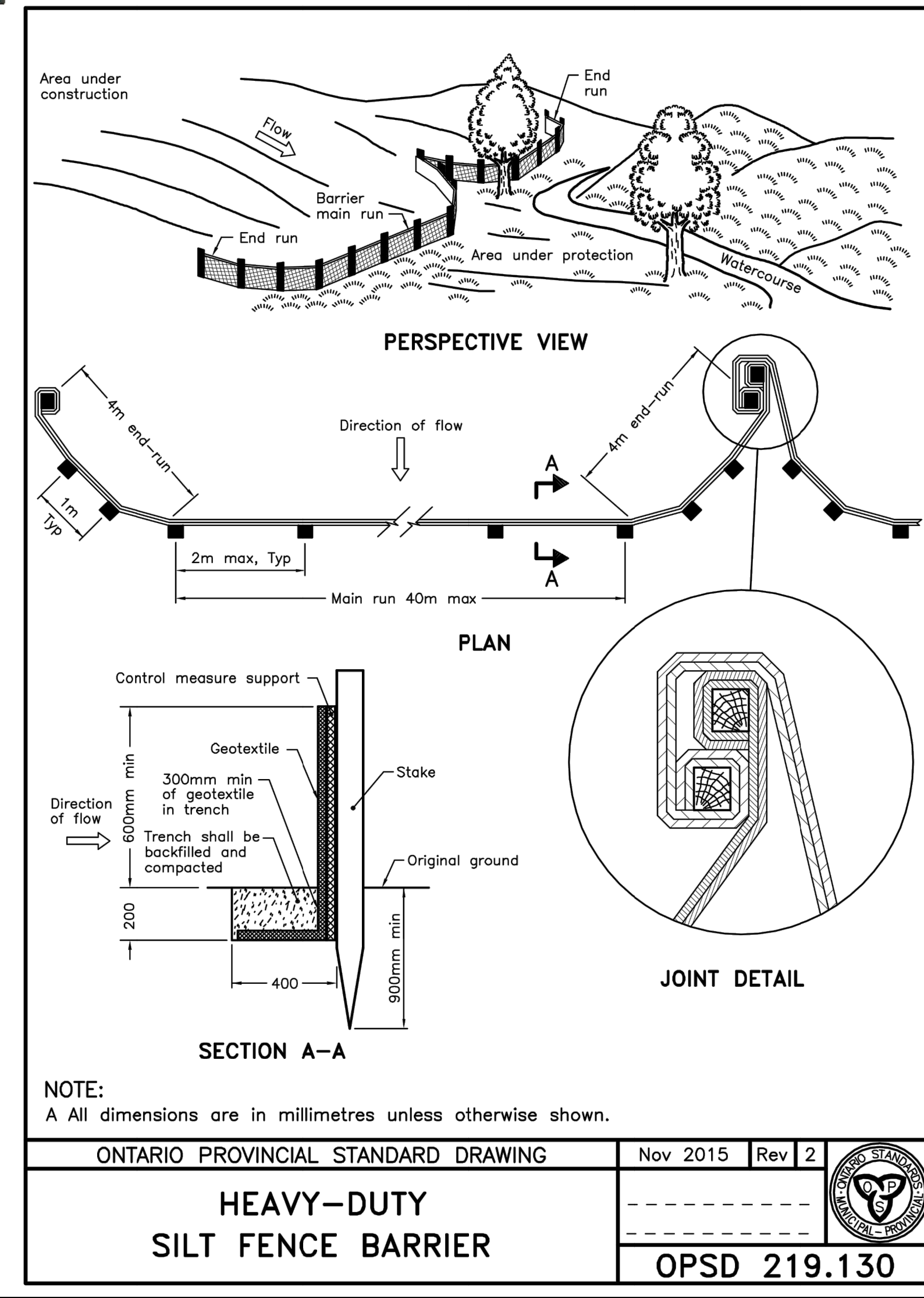
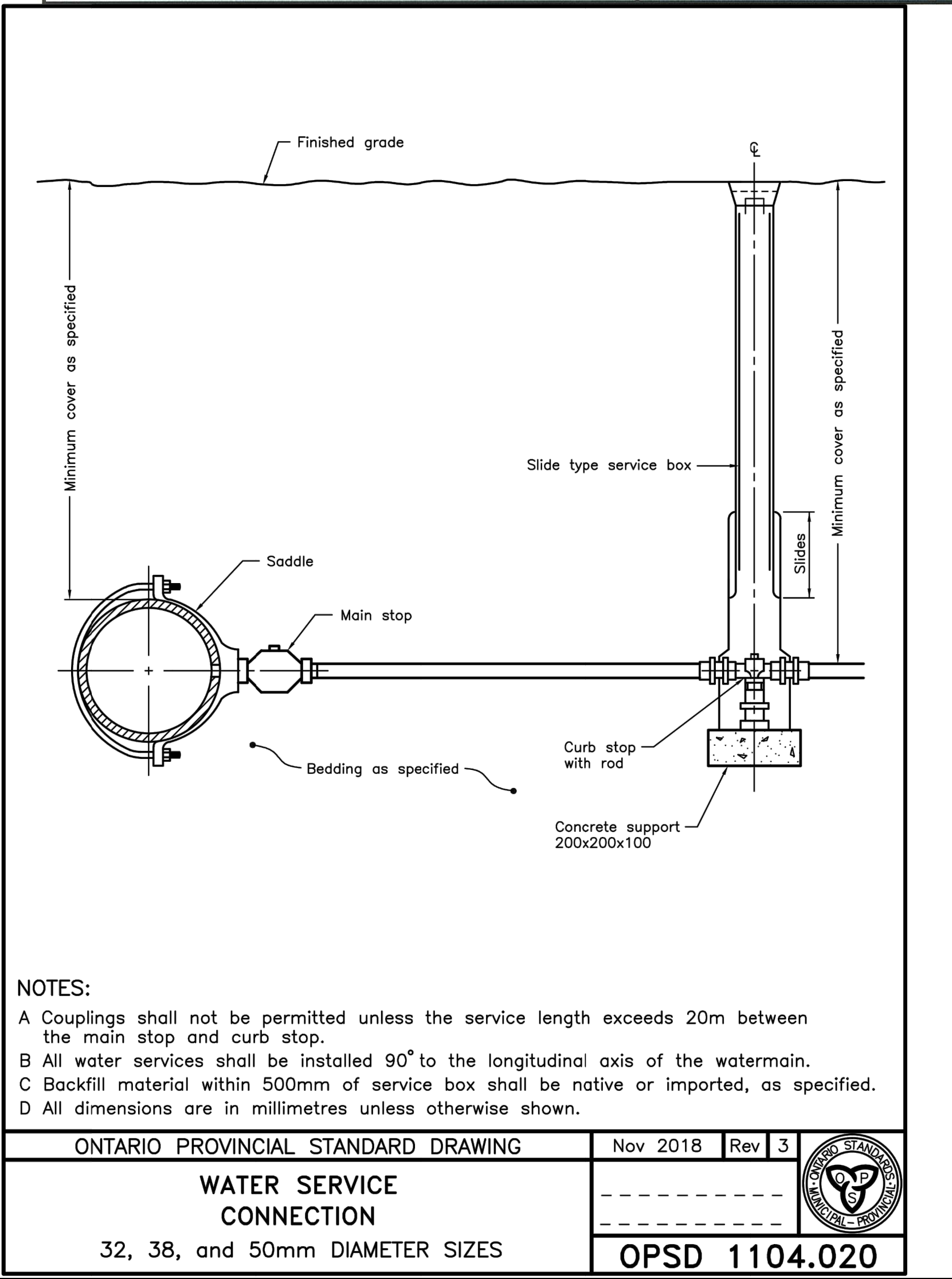
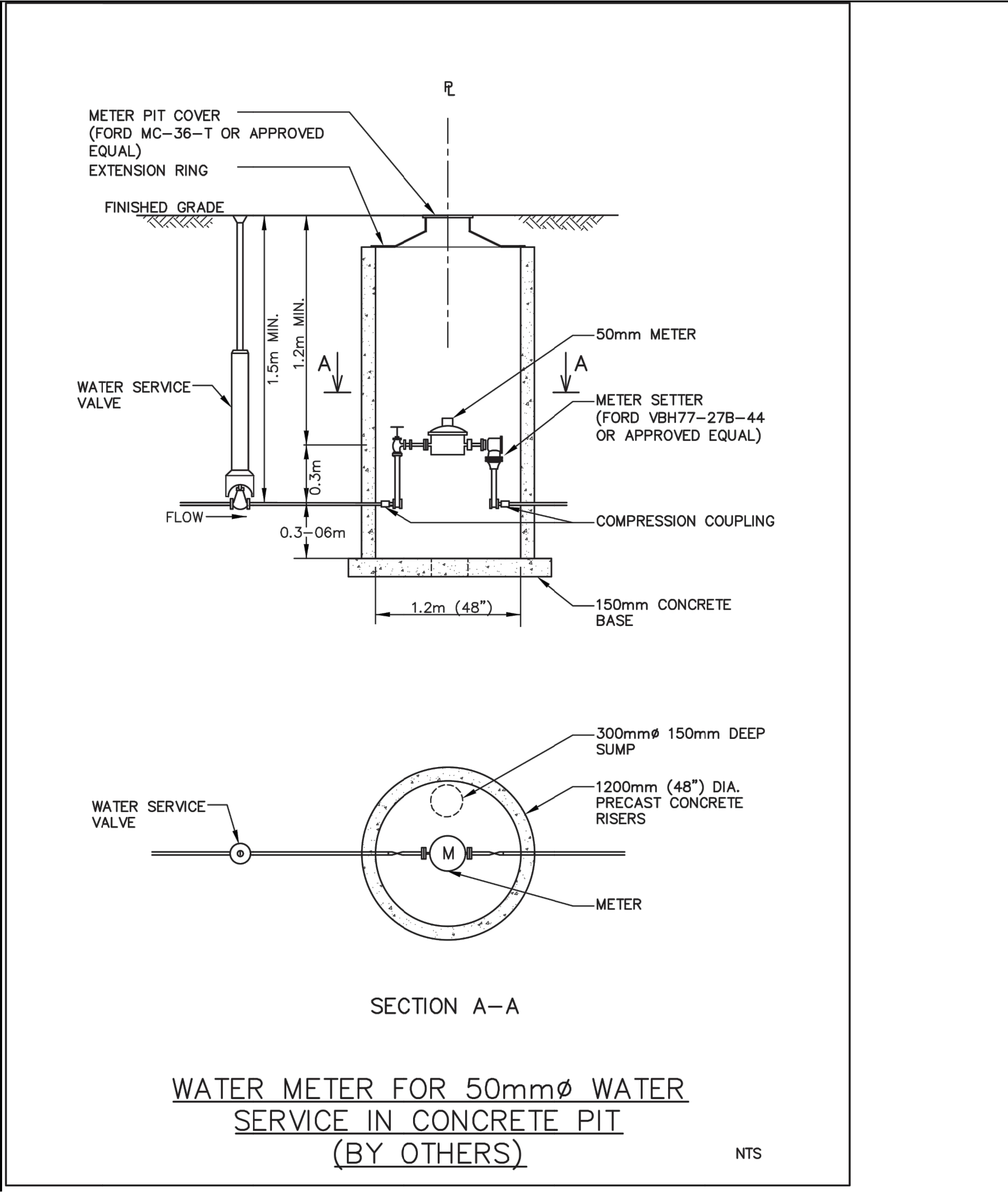
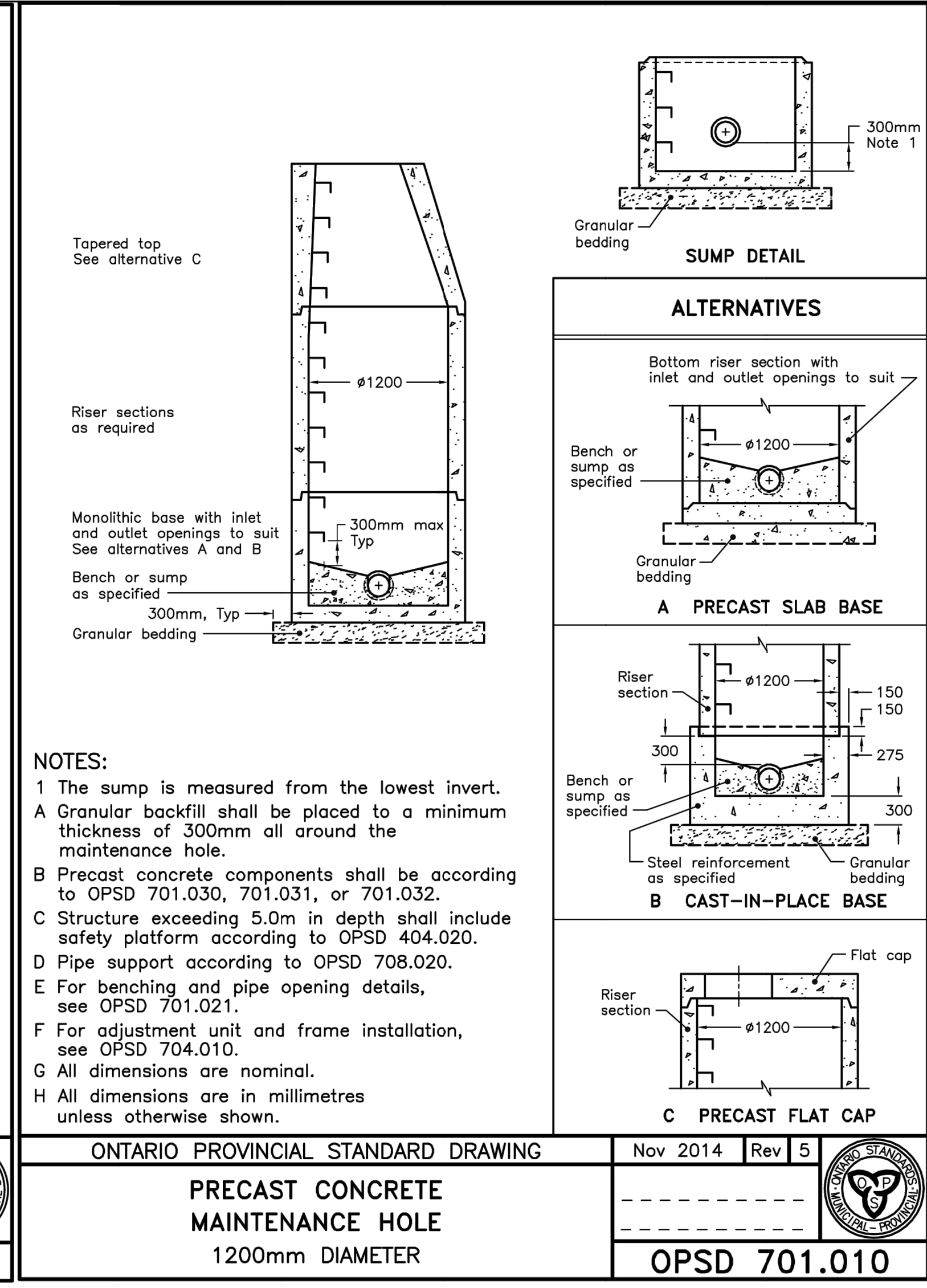
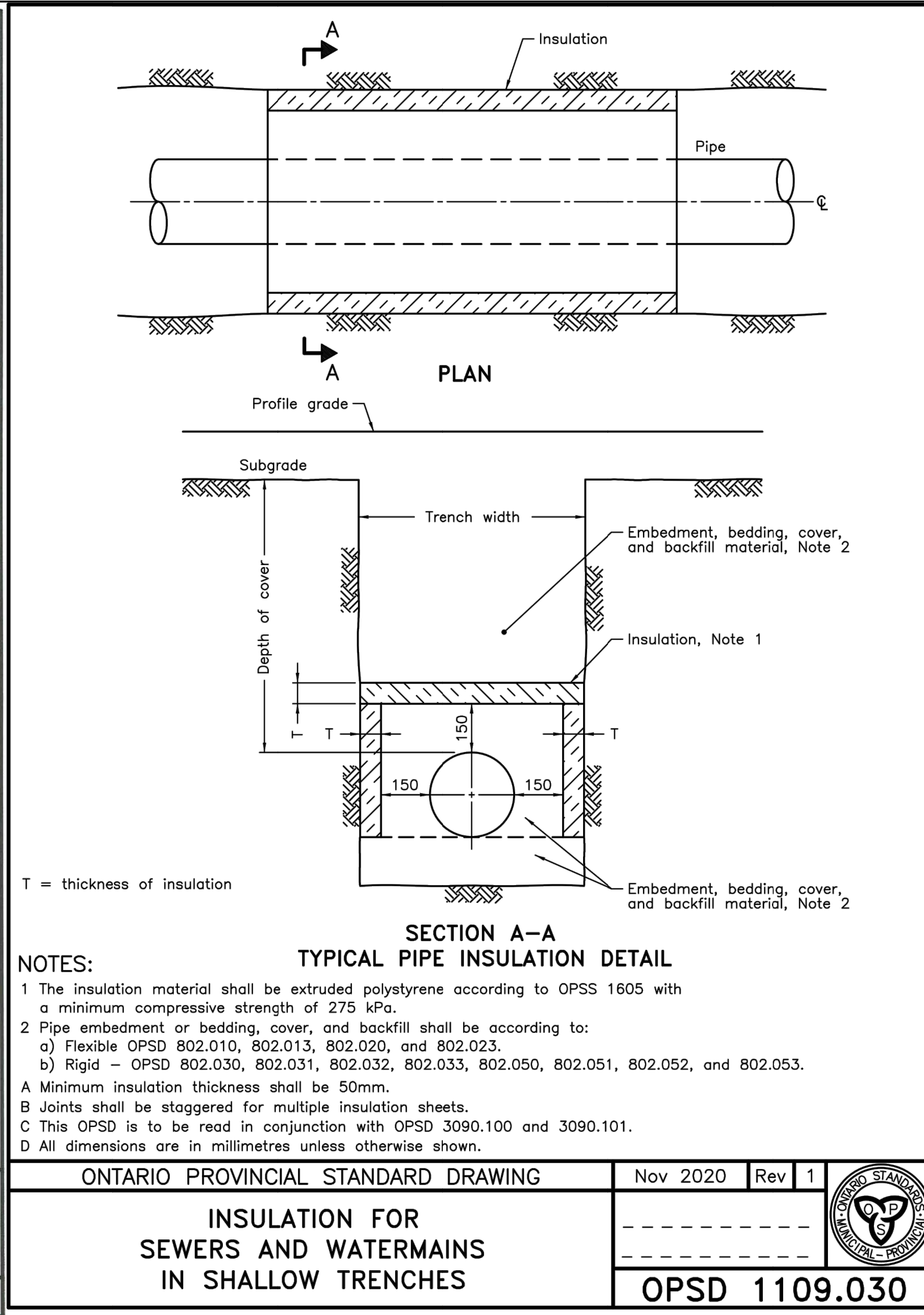
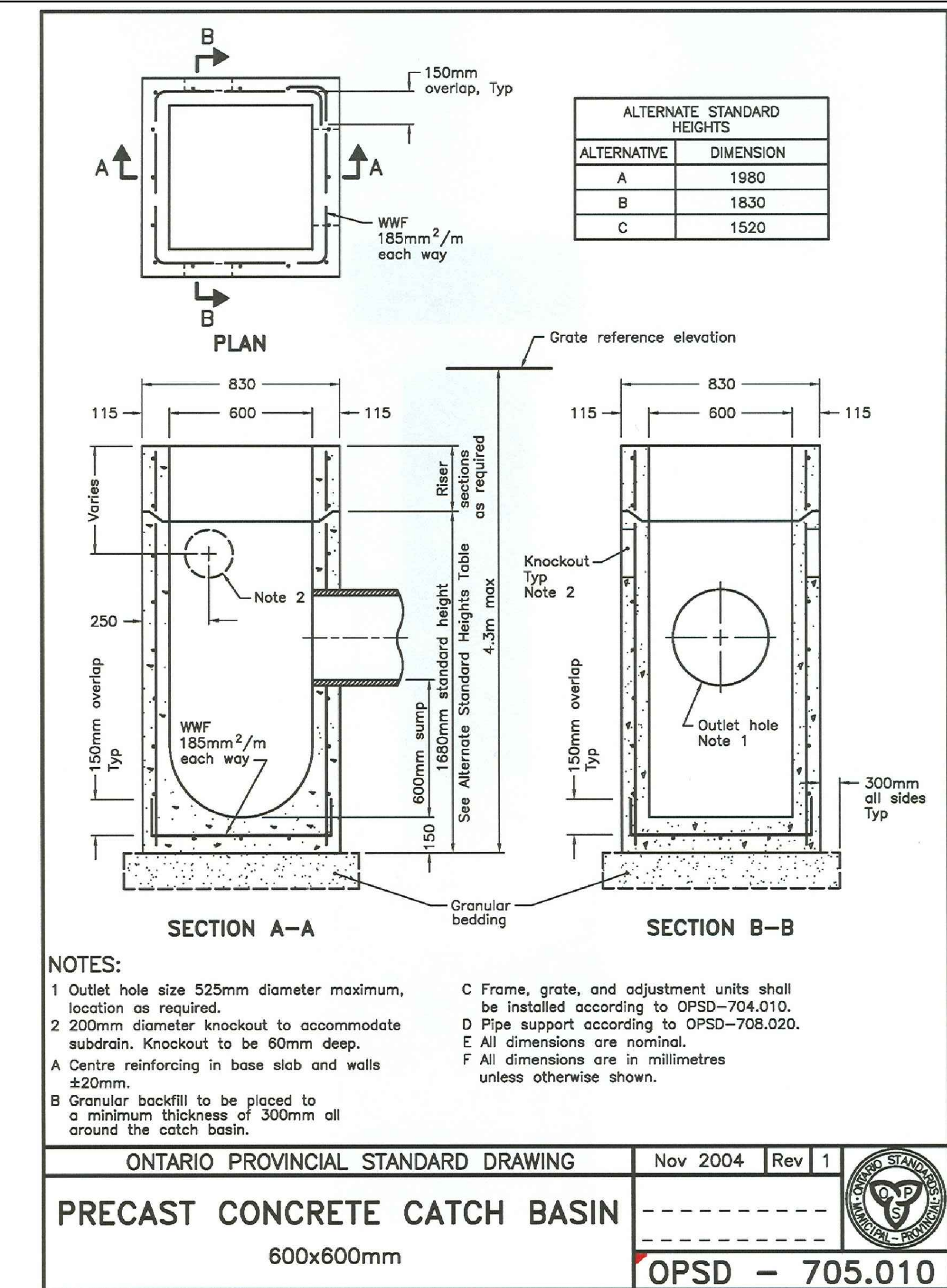
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	SITE PLAN APPROVAL APPLICATION	JAN. 21/2022
	REVISED AS PER MUNICIPAL COMMENTS	MAY 24/2022

PROJECT: 177 VICTORIA STREET, RODNEY, ONTARIO.

SHEET TITLE: GRADING PLAN/SERVICING PLAN

SITE PLAN FOR RODNEY LEGION RENOVATIONS			
Y.C. LIU ENGINEERING			
28 MANULIFE AVE. WEST			
CENTRAL, ONTARIO N7L 2P2			
TEL: (519) 551-9512			
FAX: (519) 551-9528			
DRAWN	CHECKED	FILE NO.	DWG. NO.
C.W.	C.L.	21-180	3
BCIN	FIRM BCIN	DATE	SHEET NO.
20529	29635	JUNE/21	SP-3 of 4





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	SITE PLAN APPROVAL APPLICATION	JAN. 21/2022
	REVISED AS PER MUNICIPAL COMMENTS	MAY 24/2022

PROJECT: SITE PLAN FOR RODNEY LEGION RENOVATIONS

177 VICTORIA STREET RODNEY, ONTARIO

SHEET TITLE: DETAILS

Y.C. LIU ENGINEERING 28 MANULIFE AVE. WEST CHESHAM, ONTARIO L9W 5G2 TEL: (905) 551-9612 FAX: (905) 551-9028			
DRAWN	CHECKED	FILE NO.	DWG. NO.
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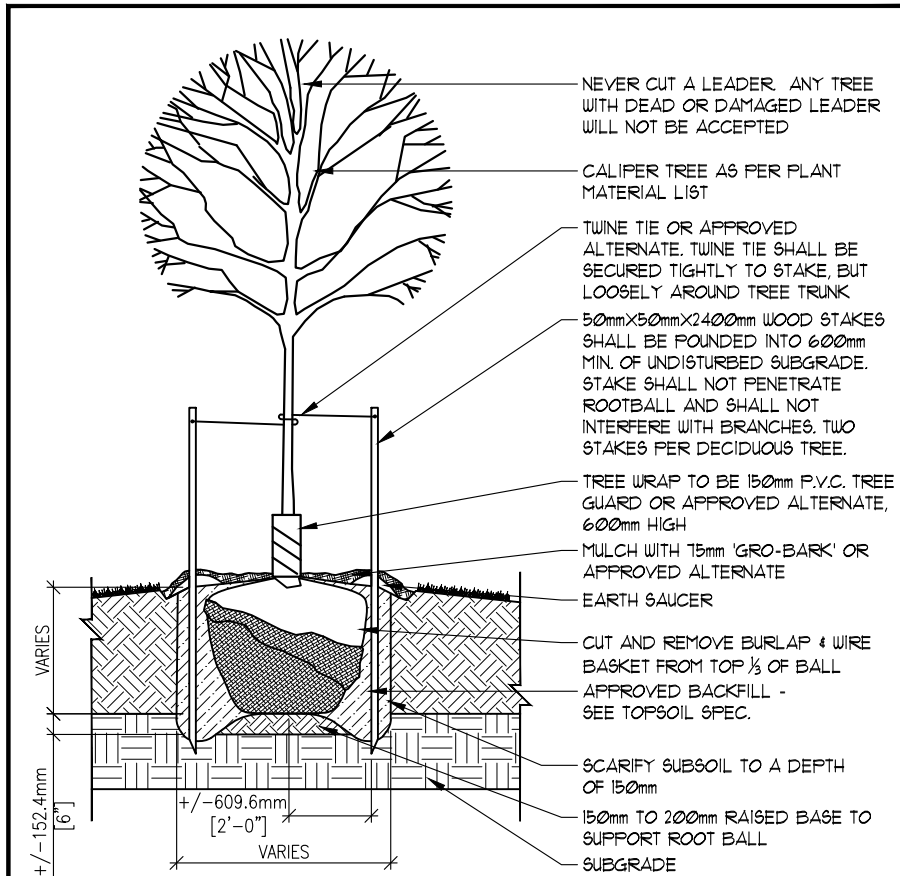




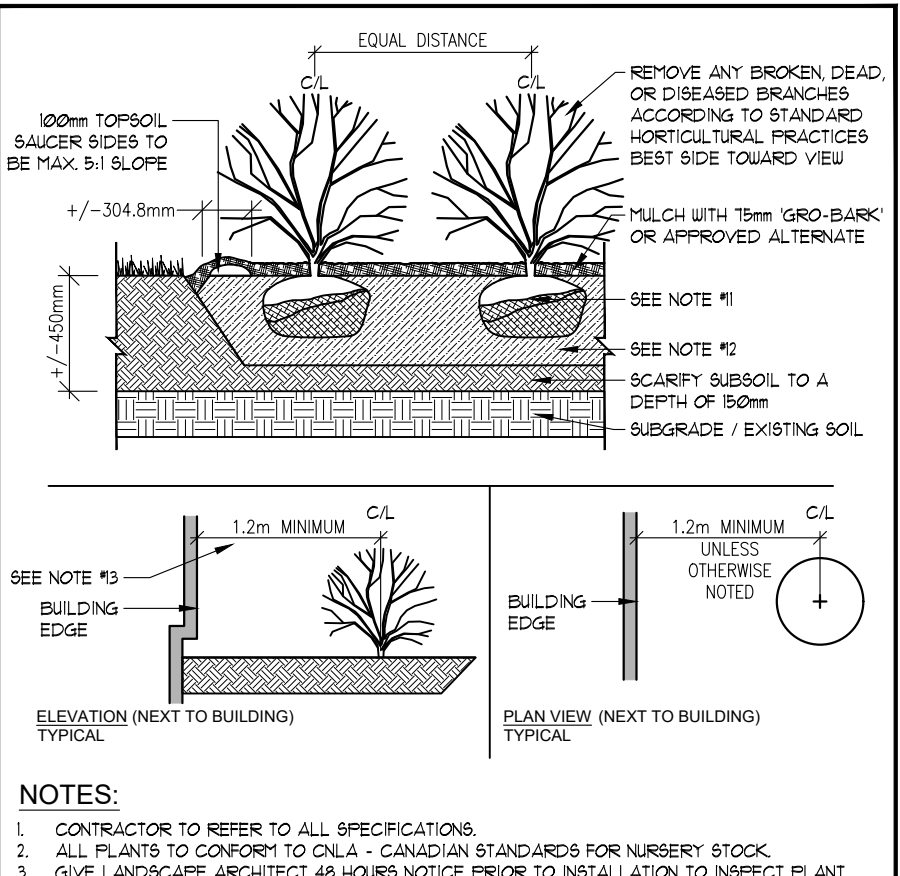
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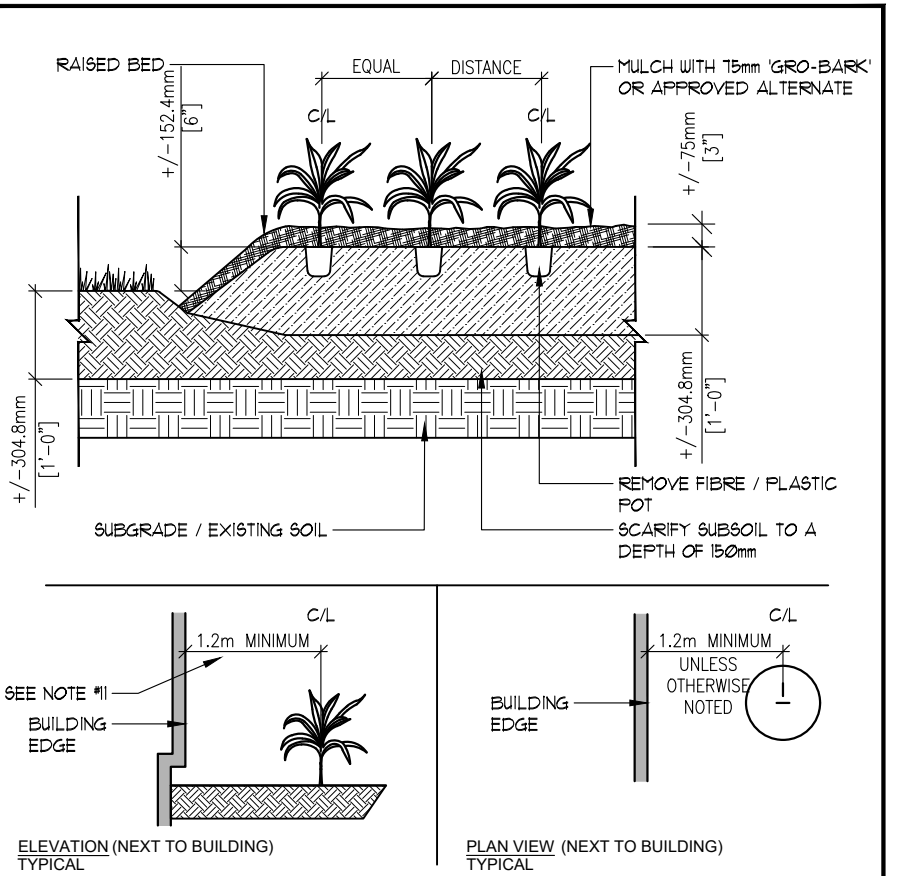




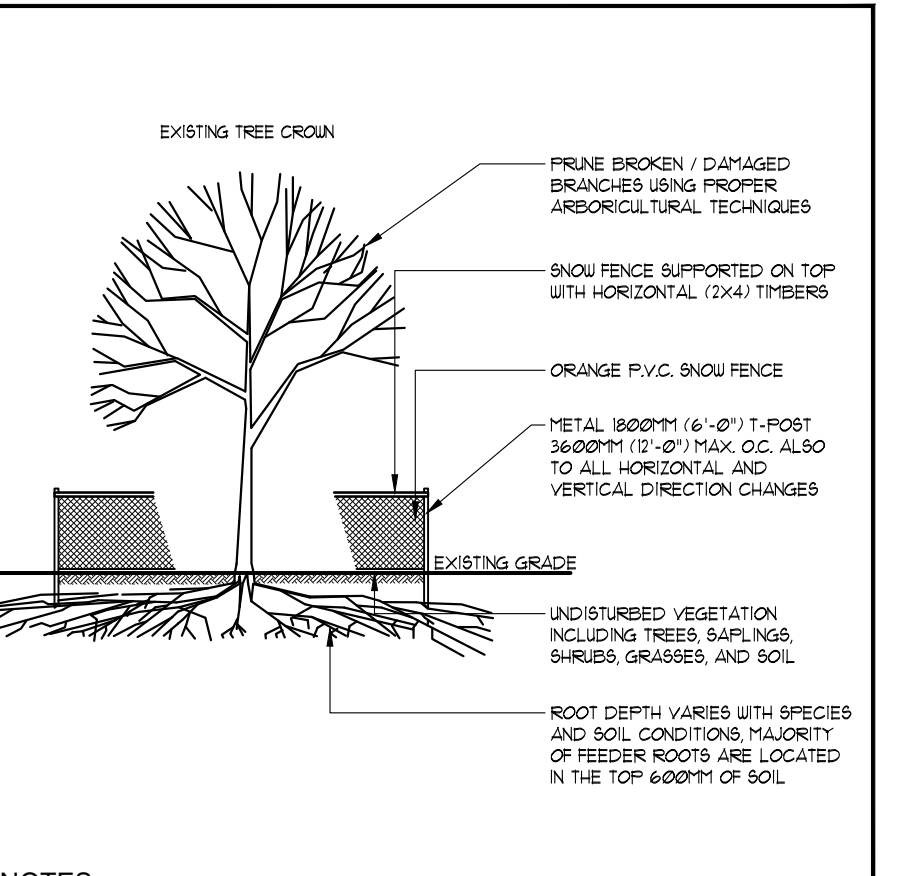
**DECIDUOUS TREE PLANTING DETAIL - N.T.S.**



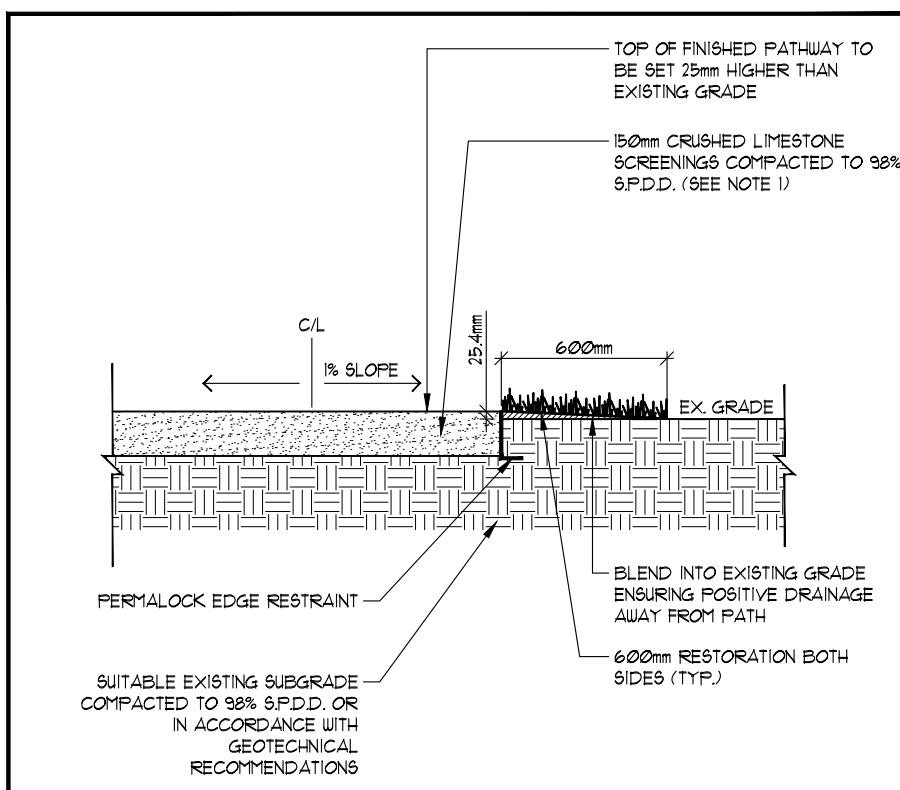
**SHRUB PLANTING DETAIL - N.T.S.**



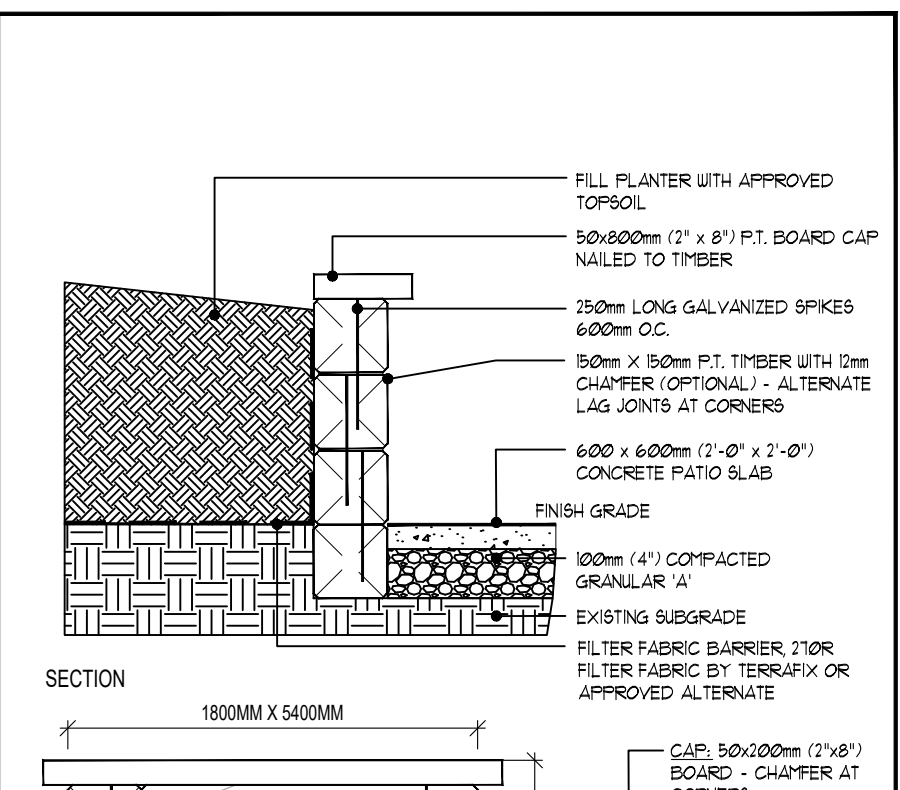
**PERENNIAL PLANTING DETAIL - N.T.S.**



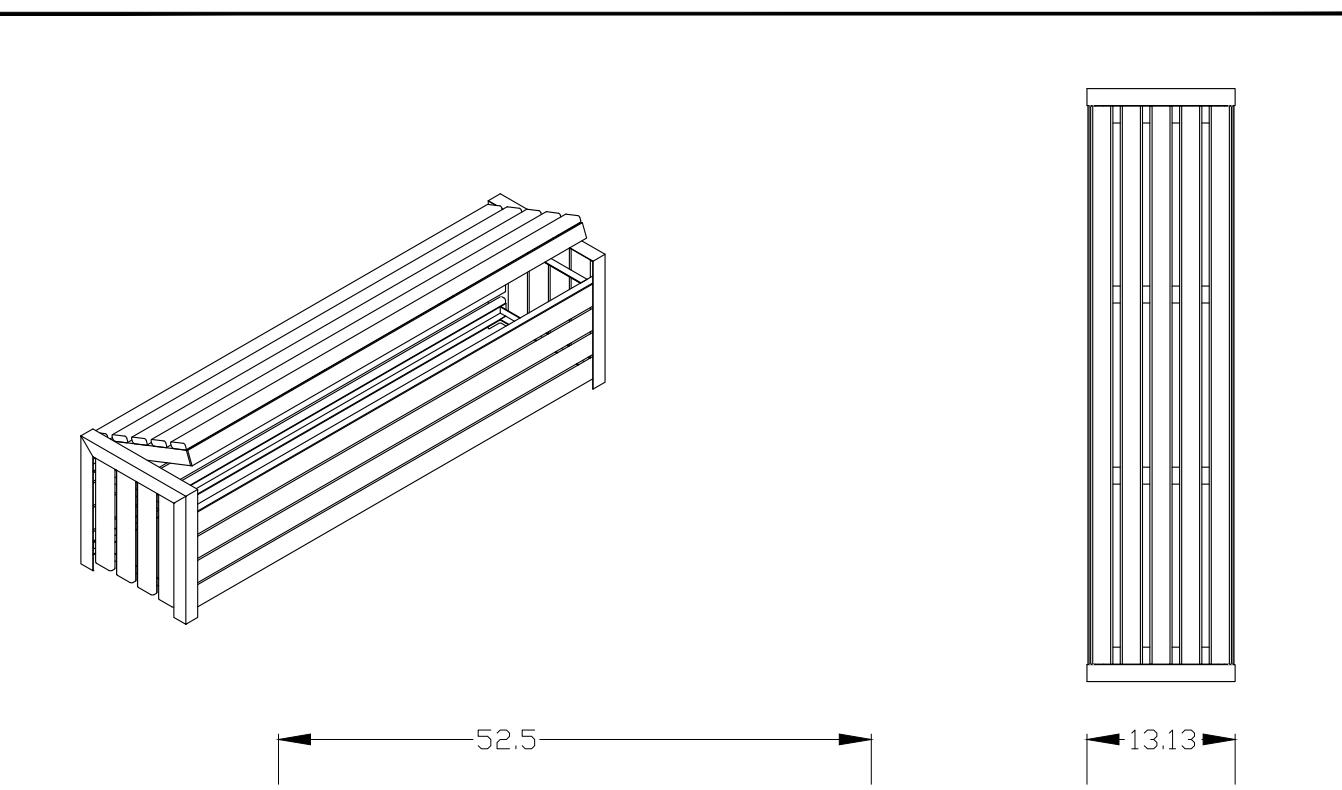
**TEMP. TREE PROTECTION BARRIER - N.T.S.**



**LIMESTONE PATH DETAIL - N.T.S.**

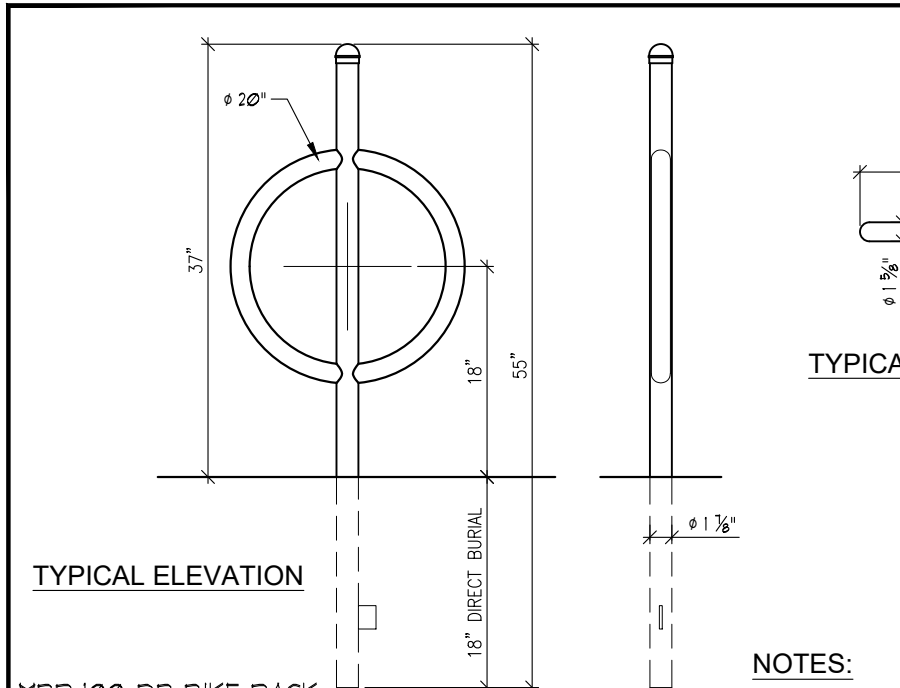


**RAISED VEGETABLE PLOTS - N.T.S.**

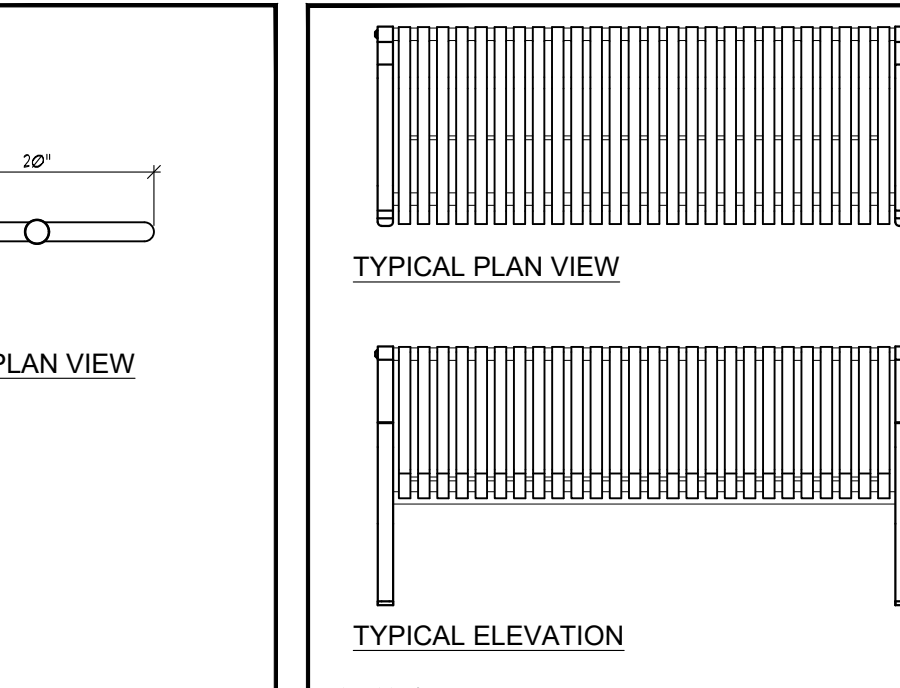


**BENCH - MLB400 LOCKABLE STORAGE UNIT**

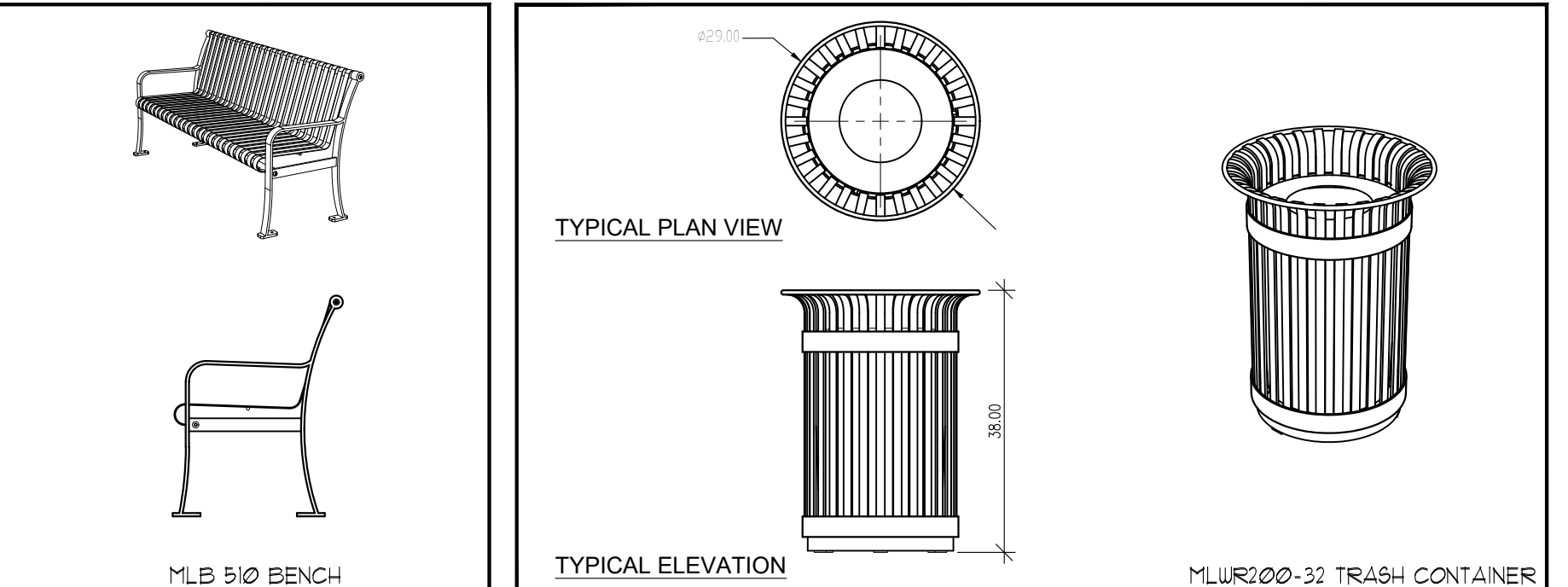
**SITE FURNITURE DETAILS - N.T.S.**



**BIKE RACK DETAIL - N.T.S.**



**BENCH DETAIL - N.T.S.**



**TRASH CONTAINER - N.T.S.**

## GENERAL PLANTING SPECIFICATIONS:

- BASE INFORMATION SUPPLIED BY Y.C. LIU ENGINEERS.
- ENGINEERING INFORMATION SUPPLIED BY Y.C. LIU ENGINEERS.
- CONTRACTOR TO MAKE THEMSELVES FAMILIAR WITH ALL RELATED SPECIFICATIONS.
- CONTRACTORS ARE RESPONSIBLE FOR REVIEW OF ALL SPECIFICATIONS AND RELATED DRAWINGS WITH SELECTED SUB-CONTRACTORS AS THEY PERTAIN TO WORK AS OUTLINED ON LANDSCAPE ARCHITECTURAL WORKING DRAWINGS AND SPECIFICATIONS.
- REPORT ALL DISCREPANCIES TO THE LANDSCAPE ARCHITECT DURING TENDERING PROCESS. ERRORS AND/OR OMISSIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR TO MAINTAIN ALL LANDSCAPED AREAS UNTIL OWNER ACCEPTANCE OF PROJECT. CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING ON COMPLETION OF PROJECT FOR A SITE WORK COMPLETION CERTIFICATE AS WELL AS THE COMPLETION OF THE ACCEPTANCE OF PROJECT.
- ALL WORKMANSHIP TO BE GUARANTEED FOR ONE YEAR UNLESS OTHERWISE STATED. WARRANTY PERIOD WILL BEGIN ON FINAL ACCEPTANCE OF PROJECT.
- ALL WORKMANSHIP TO COMPLY WITH THE CANADIAN LANDSCAPE STANDARDS.
- ALL NURSERY STOCK TO BE 1 NURSERY GROWN AND MUST COMPLY WITH THE CANADIAN NURSERY LANDSCAPE ASSOCIATION'S 'CANADIAN NURSERY STOCK STANDARDS' LATEST EDITION.
- ALL LANDSCAPING IS TO BE INSTALLED PRIOR TO THE END OF THE FIRST GROWING SEASON FOLLOWING THE OCCUPANCY OF THE SITE DEVELOPMENT UNLESS OTHERWISE STATED.
- CONTRACTOR IS RESPONSIBLE FOR ALL UNDERGROUND UTILITIES AND MUST SUPPLY THE LANDSCAPE ARCHITECT WITH COPIES OF LOCATE CERTIFICATES PRIOR TO COMMENCEMENT OF WORK.

- CONTRACTOR TO ENSURE POSITIVE DRAINAGE IN ALL AREAS.
- ALL GRADING TO BE IN ACCORDANCE WITH SITE ENGINEERS DRAWINGS.
- SOIL SHALL BE SCARIFIED FREE OF ALL STONES, ROOTS, BRANCHES LARGER THAN 1" (25MM) AND COMPACTED TO 95% S.P.D.
- ALL SUBSOIL TO BE SCARIFIED TO A DEPTH OF 6" (150MM) PRIOR TO THE INSTALLATION OF TOPSOIL TO ENSURE NO HARDPAN CONDITIONS.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF TOPSOIL TO APPROVE SUBSAGE.
- DIRECT ALL RAINLEADERS AND GUT LEADERS AWAY FROM PLANTING BEDS AND TO THE DESIGNATED SWALES.
- NOTIFY LANDSCAPE ARCHITECT IN WRITING OF ANY SUBSTANTIAL IET CONDITIONS.

- CONTRACTOR TO VERIFY ALL PLANT MATERIAL ON DRAWING(S) AND PLANT MATERIAL LIST(S). REPORT ALL DISCREPANCIES AT TENDERING PROCESS.
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT WRITTEN CONFIRMATION BY THE LANDSCAPE ARCHITECT.
- PLANTINGS MAY BE ADJUSTED TO SUIT UTILITIES STRUCTURES AND AESTHETIC CONCERNS. ADJUSTMENTS ARE TO BE MADE UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT. PLANTING WITHOUT CONSENT OF THE LANDSCAPE ARCHITECT OR PROJECT MANAGER MAY NOT MEET NIENT OF DESIGN AND/OR MUNICIPAL APPROVALS. PLANT MATERIAL THAT HAS TO BE RELOCATED AS A RESULT WILL BE AT THE COST OF THE CONTRACTOR.
- LANDSCAPE ARCHITECT TO INSPECT ALL PLANT MATERIAL ON SITE OR AT ITS SOURCE PRIOR TO INSTALLATION. CONTRACTOR IS TO GIVE LANDSCAPE ARCHITECT 48 HRS NOTICE FOR INSPECTION.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING IF ADVERSE WEATHER MAY IMPACT THE HEALTH OF THE PLANT MATERIALS AT TIME OF PLANTING. IE. TEMPERATURE, PRECIPITATION.
- ALL TREE PITS SHALL BE AT LEAST 1 FT. (300MM) WIDER THAN BALL OF THE TREE TO BE PLANTED AND SHALL BE DEEP ENOUGH SO THAT THE TOP OF BALL IS AT THE SAME LEVEL AS SURROUNDING GRADE. A MINIMUM OF 6" (150MM) OF BACKFILL SHALL BE PLACED UNDER BALL. TREE PITS ARE NOT TO BE LEFT OPEN OVERNIGHT.
- SHRUB BEDS SHALL BE EXCAVATED TO A DEPTH OF 8" (200MM) AND FILLED WITH APPROVED BACKFILL MATERIAL. SHRUB BEDS ARE NOT TO BE LEFT OPEN OVERNIGHT.
- ALL TREES SHALL HAVE AN EARTH SAUCER AT ITS BASE WITH A DIAMETER AS LARGE AS EXCAVATED AREA AND SHAPED TO RETAIN WATER (SEE DETAIL). EARTH SAUCER TO HAVE APPROVED MULCH INSTALLED TO A MINIMUM DEPTH OF 25" (635MM).
- ALL BURLAP SHALL BE CUT AND BURIED BELOW SURFACE DURING PLANTING.
- ALL EVERGREENS ARE TO BE WRAPPED THE FIRST WINTER AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR.
- ALL SHRUBS PLANTED WITHIN 10' OF SALTED ROADWAYS, PARKING AND SIDEWALKS TO BE PROTECTED WITH SILT FENCING THROUGHOUT THE FIRST WINTER AFTER INSTALLATION AT THE EXPENSE OF THE LANDSCAPE CONTRACTOR. (OPTIONAL).
- DIRECT ALL RAINLEADERS AND GUT LEADERS AWAY FROM PLANTING BEDS AND TO DESIGNATED DRAINAGE SWALES.
- DO NOT INSTALL PLANT MATERIAL IN DRAINAGE SWALES.
- CONTRACTOR IS TO REMOVE ALL STAKES AND GUT WIRES AFTER 2 FULL GROWING SEASONS.

- CONTRACTOR TO VERIFY ALL PLANT MATERIAL ON DRAWING(S) AND PLANT MATERIAL LIST(S). REPORT ALL DISCREPANCIES AT TENDERING PROCESS.
- SUBSTITUTIONS WILL NOT BE ACCEPTED WITHOUT WRITTEN CONFIRMATION BY THE LANDSCAPE ARCHITECT.
- PLANTINGS MAY BE ADJUSTED TO SUIT UTILITIES STRUCTURES AND AESTHETIC CONCERNS. ADJUSTMENTS ARE TO BE MADE UNDER THE DIRECTION OF THE LANDSCAPE ARCHITECT. PLANTING WITHOUT CONSENT OF THE LANDSCAPE ARCHITECT OR PROJECT MANAGER MAY NOT MEET NIENT OF DESIGN AND/OR MUNICIPAL APPROVALS. PLANT MATERIAL THAT HAS TO BE RELOCATED AS A RESULT WILL BE AT THE COST OF THE CONTRACTOR.
- LANDSCAPE ARCHITECT TO INSPECT ALL PLANT MATERIAL ON SITE OR AT ITS SOURCE PRIOR TO INSTALLATION. CONTRACTOR IS TO GIVE LANDSCAPE ARCHITECT 48 HRS NOTICE FOR INSPECTION.
- CONTRACTOR TO NOTIFY LANDSCAPE ARCHITECT IN WRITING IF ADVERSE WEATHER MAY IMPACT THE HEALTH OF THE PLANT MATERIALS AT TIME OF PLANTING. IE. TEMPERATURE, PRECIPITATION.
- ALL TREE PITS SHALL BE AT LEAST 1 FT. (300MM) WIDER THAN BALL OF THE TREE TO BE PLANTED AND SHALL BE DEEP ENOUGH SO THAT THE TOP OF BALL IS AT THE SAME LEVEL AS SURROUNDING GRADE. A MINIMUM OF 6" (150MM) OF BACKFILL SHALL BE PLACED





MUNICIPALITY OF  
**West Elgin**

**Site Plan Agreement – FALKINS PROPERTIES INC. (FORMER RODNEY LEGION)**

**This Agreement** made in triplicate this 11<sup>th</sup> day of August, 2022

-BETWEEN-

**Falkins Properties Inc.**

hereinafter called the “**Owner**”

-AND-

**The Corporation of the Municipality Of West Elgin**

hereinafter called the “**Municipality**”

**Whereas** the Owner represents that they are the registered owner of those lands and premises in the former Township of Aldborough, now in the Municipality of West Elgin, in the County of Elgin and outlined in heavy solid lines on Schedule “A” attached hereto and forming part of this Agreement (hereinafter called the “parcel”);

**And Whereas** the Owner proposes to construct a multi-unit residential development in accordance with the Site Plan prepared by Y.C. Liu Engineering, Chatham, Ontario dated May 24, 2022 in the Revisions Chart including SP-1 to 4, inclusive (hereinafter called the “plans”) attached hereto as Schedule “B”;

**And Whereas** the Municipality is agreeable to the use and development of the parcel as shown on the site plan on the condition that the Owner enters into an agreement with the Municipality on certain specified terms;

**And Whereas** the parcel is zoned for the purposes proposed by the Owner;

**And Whereas** the parcel lies within an area of site plan control;

**And Whereas** within an area of site plan control, the Municipality, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, has the authority to approve plans and drawings respecting development, to require certain dedications or improvements to the satisfaction of, and at no expense to, the Municipality, and further to enter into this Agreement with the Owner;

**Now Therefore This Agreement Witnesseth** that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner, the Owner covenants and agrees with the Municipality to do and perform at their own expense the following:

The following Schedules, acting as a legal description of the Land affected by this Agreement, the plans required by the Municipality pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, and specifics of the services being provided are hereby declared to form part of this Agreement, comprise the Development, and are attached to this Agreement:

Schedule	Description
Schedule A	Location Map
Schedule B	Approved Site Plan (May 24, 2022)
Schedule C	Landscape Plan
Schedule D	Photometric Plan
Schedule E	Functional Servicing & SWM (+ Appendix A)

The attached Schedules are hereby approved by the Municipality subject to the following conditions:

- The following works or matters will be provided by the Owner to the Municipality’s satisfaction and at no expense to the Municipality.
- The Owner agrees that the Development will be completed in accordance with the attached Schedules. Any item not clearly included within the Schedules or included within this Agreement is deemed prohibited and shall only be permitted by means of an amendment to this Agreement.

1. **Entrance:** The Owner agrees to construct a new entrance to the requirements and standards of the road authority and to pave the entrances with asphalt between the front lot line and the traveled portion of Victoria Street and Jane Street as shown on the site plan to the satisfaction and approval of the road authority. Entrance widths shall not exceed 9m. The Owner agrees to provide entrance and exit ramps and any associated culverts within the Municipal Road allowance as shown in Schedule ‘E’.

The Owner agrees to obtain all required permits from the related regulatory and approval authorities prior to installation and shall install the related works in accordance with all specifications provided by the regulatory and approval authorities.

2. **Driveways and Parking Areas:** The Owner agrees that all driveways and parking areas shall be constructed and surfaced with asphalt as shown on Schedule “B” to the satisfaction of the Municipality. The Owner further agrees that the driveways and parking areas shall be maintained in a good and tidy condition, be well drained and level and free of dust, ruts and depressions and cleared of snow during the winter season.

3. **Walkways and Sidewalks:** The Owner agrees that all internal walkways and sidewalks as shown on Schedule 'B' shall be hard surface materials such as concrete, asphalt pavement or interlocking brick and be AODA compliant.
4. **Exterior Lighting:** The Owner agrees that all exterior lighting of the parcel, including lighting affixed to any building, shall be full cut-off, dark sky compliant, oriented and its intensity controlled so as to prevent glare onto adjacent properties and roads to the satisfaction of the Municipality. All exterior lighting shall be directed away from adjacent properties. Acceptable lighting will be provided to ensure the safety and security of the Public and the Development.
5. **Signage:** The Owner agrees that the location, design and installation of free-standing signage shall be to the satisfaction of the Municipality. Signs shall be permitted subject to all Municipal and/or County regulations, permits and conventions.
6. **Fire Services and Routes:** The Owner agrees that all fire routes shall have a minimum width of 6 meters and shall be constructed such that they can accommodate and support firefighting equipment weighing fifteen (15) tonnes during all weather conditions.
7. **Fire Hydrants:** The Owner agrees that the maintenance of all fire hydrants and connections on private property as shown in Schedule 'B' shall be the responsibility of the Owner and maintenance shall be performed to the Municipality's satisfaction. The location and installation of all required fire hydrants shall be approved by the Municipality.

All required fire hydrants will be supplied and installed at the Owner's expense to the satisfaction of the Municipality. The aforementioned fire hydrants shall be maintained by the Owner at the Owner's sole expense.

8. **Site Services and Drainage:** The Owner agrees to the following specific to servicing and drainage:
  - Surface drainage shall be accommodated on site. The rate of post-development surface run-off directed towards adjacent properties and road allowances shall not exceed pre-development run-off rates.
  - The site shall adequately drain to the Municipality's satisfaction and in accordance with the Schedule '?' such that the flow of water resulting from any grading and drainage facilities does not create erosion issues nor does it aggravate existing issues on the site or adjacent lands. The flow of water shall not create a drainage issue on the site or adjacent lands.
  - The site grading shall comply with all elevations noted on the grading plan(s) as included within Schedule 'E'.
  - Sediment and erosion control measures will be implemented, monitored and maintained throughout construction to the Municipality's satisfaction.
  - The Owner shall indemnify and hold the Municipality harmless from any liability

regarding excess run-off during or as a result of the Development and works and matters described within this Agreement.

- Any and all required extensions or expansions to storm, sanitary or water systems on the site shall be installed at the sole expense of the Owner to the Municipality's satisfaction.
- Sanitary sewers shall be constructed with necessary appurtenances and services connected to said sanitary sewers. Sanitary sewers shall be constructed to connect to existing sanitary sewer systems. All works shall be completed in accordance with the approved Schedule and to the Municipality's satisfaction. Inspection manholes will be installed where required by the Municipality and the Owner shall maintain the system in accordance with the Municipality's direction, at the Owner's sole expense.
- The Owner shall provide the Municipality, as required, a stormwater management plan which shall be approved by the Municipality, County and third-party peer reviewer. The owner shall, in accordance with the stormwater management plan, and to the Municipality's satisfaction and approval:
  - Stormwater shall be disposed of in accordance with the terms and conditions of an Environmental Compliance Approval as issued by the Ministry of the Environment, Conservation and Parks, as applicable or in accordance with Conservation Authority requirements.
  - The Owner is responsible for the provision, construction, maintenance and liability associated with the stormwater management facility located on the site.
  - Supply and install storm sewers and appurtenances, catchbasins and leads in accordance with the approved drawings and stormwater management plan with sufficient capacity to drain the site and adjacent lands and to provide connections for future storm infrastructure as required by the Municipality.
  - Provide easements across the site or adjacent lands for drainage infrastructure that may be required to provide an approved stormwater outlet and protect any natural watercourses, as applicable.

9. **Protect and Restore Streets:** The Owner agrees that the protection of existing streets affected by the construction of this project are the Owner's responsibility and the Owner shall restore such streets to their pre-construction condition to the Municipality's satisfaction.

10. **Site and Road Maintenance:** The Owner agrees to keep the site clean and secure during construction, while ensuring dust is kept to a minimum and all roads adjacent to and within the vicinity of the Development are kept clean of mud and debris.

11. **Landscaping:** The Owner agrees that the Development shall be graded and landscaped in accordance with the grading plan included within the approved Schedules. All trees

and miscellaneous landscaping features will be maintained by the Owner such that interference with vehicular traffic, including through areas designated as fire routes is eliminated at all times.

12. **Building Code:** The Owner agrees that compliance with the most current version of the Ontario Building Code and regulations thereunder is mandatory.
13. **Site Plan and As-Built Drawings:** The Owner agrees to provide the Municipality with as-built drawings of all service installations and connections, meter pits, infrastructure installed within the road allowance to be assumed by the Municipality, as well as as-built site plans, in both electronic (PDF and CAD) and paper formats within sixty (60) days of construction completion.
14. **Solid Waste Storage:** The Owners agree that any outdoor waste materials or recyclable storage containers shall be restricted to rear of the building or as shown on the approved site plan within an enclosed lockable refuse bin or enclosure intended specifically for such purpose as shown on Schedule "B".
15. **Incidental Matters:** All incidental matters, which may or may not be shown on the site plan including the re-location of utilities, pipes, poles, valves and equipment; the re-setting of drains and manholes; and all things required by this Agreement or by the Municipality shall be carried out by the Owner at their sole risk and expense, provided all work is to be done to the satisfaction of the Municipality and/or the permission and satisfaction of the respective utility company or agency as the case may be.
16. **Completion of Works:** Except as may be indicated otherwise by paragraph 19, the facilities and matters required by paragraph 1 to paragraph 18 inclusive shall be completed within a period of two (2) years of the date of the issuance of a building permit and all such work shall be undertaken and completed to the satisfaction of the Municipality.
17. **Maintenance of Works:** The facilities and matters required by paragraph 1 to paragraph 18 inclusive shall be provided and maintained by the Owners from time to time at their sole risk and expense and to the satisfaction of the Municipality and in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of the Municipal Act shall apply for the purposes of securing rectification of the default. The Owners further covenant and agree that the parcel shall, at all times, be kept tidy and free of weeds, refuse and debris.
18. **Legibility of the Plans:** Where the legibility of the schedules attached hereto or any information or rendering contained thereon is in question or in dispute, the corresponding full-sized plans filed in the office of the Municipality shall be deemed to be the plans for which, in conjunction with this Agreement, use and development of the parcel shall be in



accordance with.

19. **Work According to Plans**: The Owner agrees not to change or revise the site plan or deviate from construction in accordance therewith without the prior written approval of the Municipality.
20. **Right of Entry**: The Municipality or any of its officers, employees or agents may, from time to time and upon producing proper identification, enter upon the parcel and any building(s) erected thereon for the purpose of inspecting the facilities, services, works and matters to be provided, constructed or installed, and maintained by the Owner under this Agreement. The Municipality, its officers, employees and agents shall not be liable to the Owner or any occupant of the parcel and premises for any losses or damages of any kind whatsoever arising, in any way, from entry for such purposes.
21. **Remedy**: The Owners agree that if they do not complete the construction within two (2) years of the date of the issuance of a building permit, this Agreement may be reviewed by the Municipality and amended as necessary in light of the policies, procedures, regulations and guidelines existing at that time including the right of the Municipality to enter upon and to restore the parcel to its original condition and recover the costs thereof by action or in like manner as taxes.
22. **Indemnity**: The Owners shall, at all times, indemnify and save harmless the Municipality of and from all losses, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of construction, servicing, plantings and any other improvements required or permitted by this Agreement and such indemnity shall constitute a first lien and charge upon the parcel.
23. **Application of Municipal By-laws**: Notwithstanding any of the provisions of this Agreement, the Owners shall be subject to all by-laws of the Municipality.
24. **Registration**: The Owners shall register, or cause to be registered, this Agreement against the title to the parcel in the Land Titles Division of Elgin (No. 11) immediately after execution to the extent and purpose that this Agreement and all of the Owners covenants herein shall run with the land, and the Owners shall forthwith advise the Municipality of the particulars of registration thereof.
25. **Agreement Binding**: The covenants, agreements, conditions and understandings herein contained on the part of the Owners shall run with the parcel and shall be binding upon them and upon their successors and assigns as Owners and occupiers of the said parcel from time to time.

26. **Severability**: If any of the terms of this Agreement shall be found to be “ultra vires” the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement shall, with the necessary changes, be and remain in full force and effect.

27. **Owner’s Title**: The Owners represent and warrant to the Municipality that at the date of this Agreement and at the date of the registration of this Agreement upon title, the Owners are the owner in fee simple of the parcel free from all liens and encumbrances; and the Owners shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario to this effect after and as of the registration of this Agreement upon the title to the parcel.

The said opinion shall be addressed to the Municipality in consideration of a fee of One Dollar (\$1.00) payable to the solicitor rendering same. If there are any outstanding encumbrances, liens or mortgages, the Owners shall obtain and register a discharge of same or, in the alternative; the Owners shall obtain and register agreements postponing the interest of the lienholder, encumbrancer or mortgagee to the interests of the Municipality. Such postponement agreements to confirm that the lienholder, encumbrancer or mortgagee agrees that in the event the parcel becomes vested in him, the lienholder, encumbrancer or mortgagee shall be required to comply with the terms of this Agreement to the same extent as if he had joined herein as Owner.

28. **Recovery of Municipality’s Costs**: The Owner agrees to the use of the deposit currently with the Municipality, of Ten Thousand Dollars (\$10,000.00) to reimburse the Municipality for its costs incurred for engineering, planning, legal and surveying services and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given hereunder. If the total monies deposited are insufficient, the Owner shall reimburse the Municipality for such actual costs, from time to time, as and when requested by the Municipality; and if these monies exceed the actual costs, the Municipality shall refund to the Owner such excess, without interest, upon completion of the works.

29. **Professional Engineer:** The Owner agrees that their Engineer licensed in the Province of Ontario, shall inspect and certify to the Municipality that all internal and external services, grading, and stormwater management infrastructure have been constructed in accordance with the approved engineering drawings as included within the Schedules of this agreement, prior to the reduction of any site plan deposit or security filed with the Municipality. The deposit or certificate(s) shall be in a form acceptable to the Municipality. The Municipality may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.
30. **Notice:** Any notice by the Municipality to the Owners shall be effectually given by personal service upon or by first class registered mail to the Owners of the land at the address shown on the last returned assessment roll as updated from time to time as to any change in Ownership received in writing by the Municipality, and every such notice shall be deemed to be given upon the day it was personally served and so mailed.

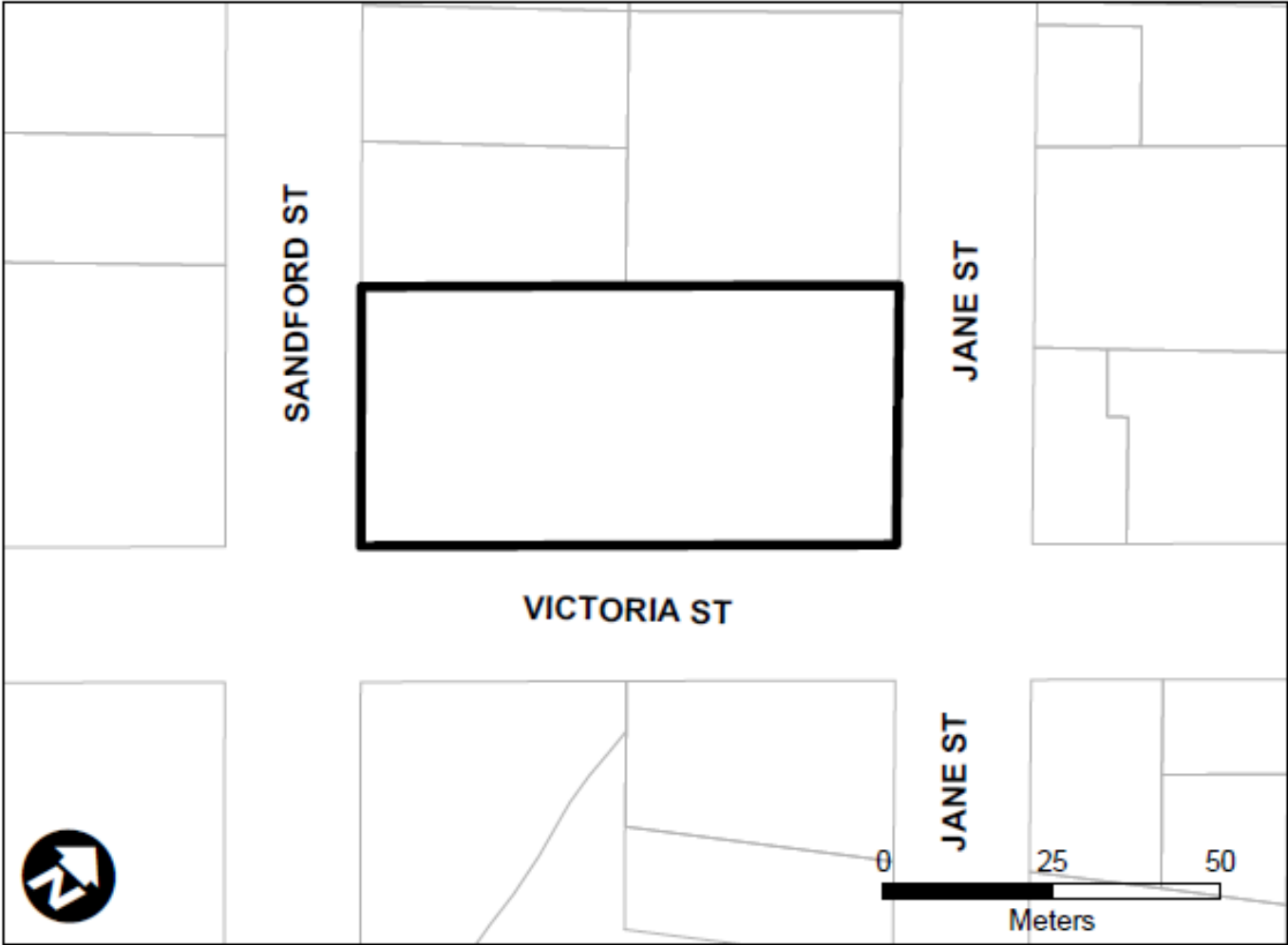
**In Witness Whereof** the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

<b>Signed, sealed and delivered in the presence of:</b>	)	<b>Falkins Properties Inc.</b>
	)	
	)	
	)	
	)	<b>per: Dean Falkins</b>
	)	
	)	
	)	
	)	<b>The Corporation of the Municipality of West Elgin</b>

<b>As authorized by By-law No.XXXX passed this 11<sup>th</sup> day of August, 2022</b>		<b>per: Duncan McPhail, Mayor</b>
		<b>per: Jana Nethercott, Clerk</b>

Schedule "A"

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE PARCEL**  
**Lots 7 to 10, Blk G, Plan 154 (177 Victoria Street)**  
**Municipality of West Elgin**



THIS IS SCHEDULE "A" TO THE AGREEMENT DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

BETWEEN FALKINS PROPERTIES INC.  
AND  
THE MUNICIPALITY OF WEST ELGIN  
FALKINS PROPERTIES INC.

Per: \_\_\_\_\_  
Dean Falkins - President

THE MUNICIPALITY OF WEST ELGIN  
Per: \_\_\_\_\_  
Mayor - Duncan McPhail

Per: \_\_\_\_\_  
Clerk - Jana Nethercott



## Site Plan





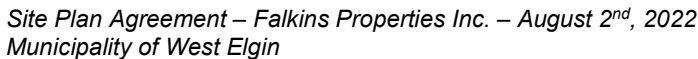


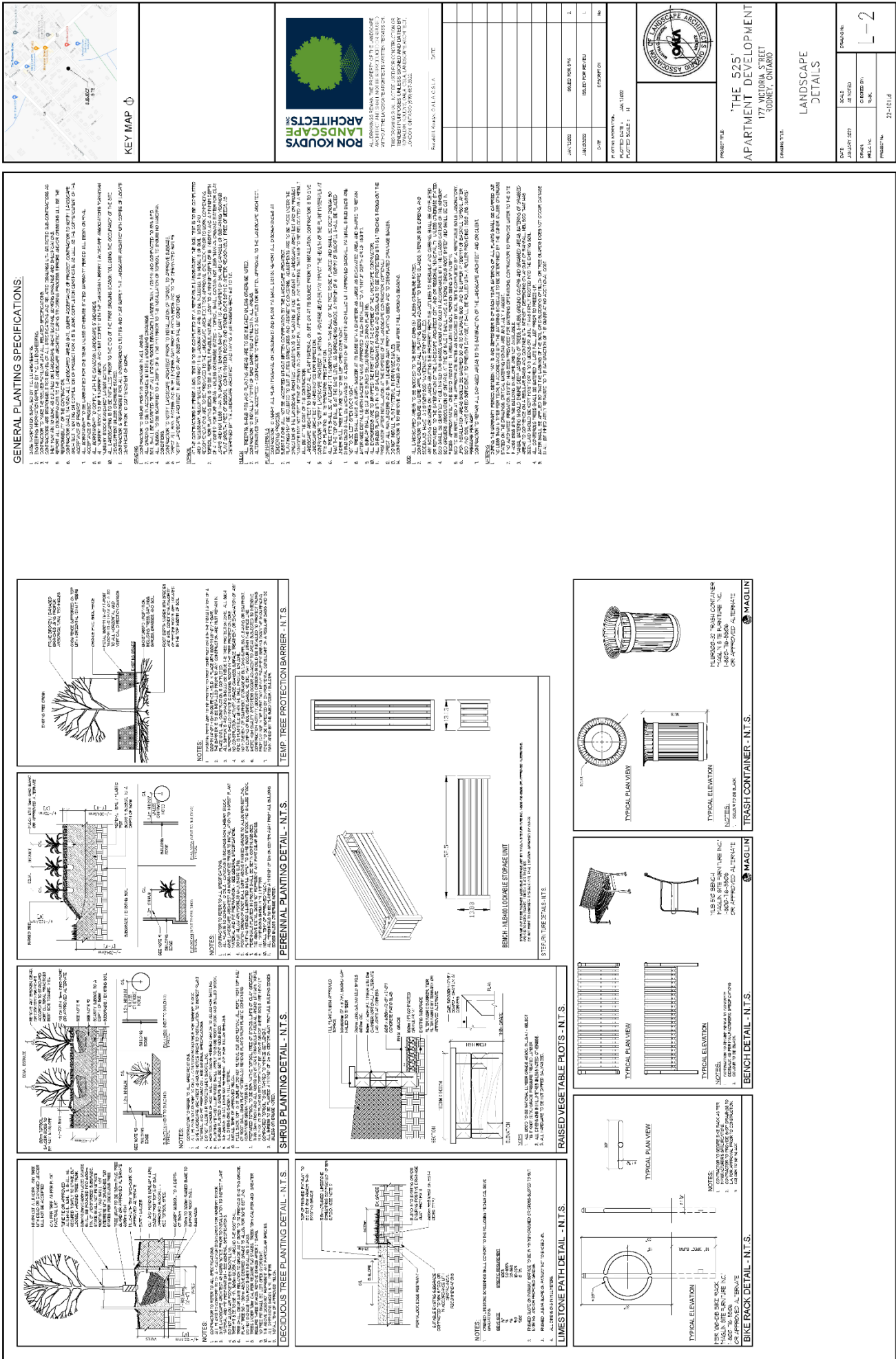






## Landscape Plan





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87	12	12	12
88	12	12	12
89	12	12	12
90	12	12	12
91	12	12	12
92	12	12	12
93	12	12	12
94	12	12	12
95	12	12	12
96	12	12	12
97	12	12	12
98	12	12	12
99	12	12	12
100	12	12	12



PROJECT TITLE  
'THE 525'  
APARTMENT DEVELOPMENT  
177 VICTORIA STREET  
TORONTO, ONTARIO

LANDSCAPE DETAILS	DATE	JANUARY 2020	SCALE	AS NOTED	DRAWN BY PROJECT NO.	PROJECT NO. 22-101.6

## Photometric Plan





## Schedule "E"

### Servicing Plan



39 McNaughton Ave. W., Chatham, Ontario Canada, N7L 1R2

Bus: 519-351-9612 - Fax: 519-351-5526

May 24, 2022

File No:21-180

**Ms. Heather James,**  
**Land Use Planner,**  
**Municipality of West Elgin**  
22413 Hoskins Line,  
Rodney, Ontario  
N0L 2C0

**RE: Site Servicing Review for Redevelopment of 177 Victoria Street, Rodney Ontario.**

Dear Sir,

This is to confirm that an Infrastructure and Servicing review has been completed for the above-mentioned site to compare the water, sanitary and storm servicing requirements of the existing Assembly Hall Use to the proposed redevelopment of the site to Residential Apartment Use.

The subject property is currently fully developed with an existing building which was previously used as the Royal Canadian Legion Branch 525 and an asphalt parking lot. The proposed changes to the property are to convert the existing building into 12 dwelling units and construct a new building addition with an additional 6 dwelling units and a common area.

The site is currently fully serviced with a municipal water service, municipal sanitary service and a municipal stormwater service. Below is a summary of the existing services and proposed changes to the site servicing requirements.

#### **Water Service**

After reviewing the Municipal servicing drawings for the Village of Rodney, there appears to be 3 municipal watermain abutting the subject property available for potable water supply. A 150mm municipal watermain runs along the West side of Jane Street, a 150mm municipal watermain runs along the West side of Sanford Street and a 200mm municipal watermain runs along the South side of Victoria Street.

The existing building is currently serviced with a 25 mm (1") water service connection to the 150mm watermain on Sanford Street. The existing water service is not sufficiently sized for the proposed change of use. It is recommended that the existing 25mm service connection to the Sanford Street watermain be decommissioned. The existing service should be cut and capped at the watermain.

Through discussions with municipal staff, it is recommended that a new 50mm water service be connected to the 200mm watermain on Victoria Street. A new meter pit will be installed at the property line with a curb stop and 1 water meter for the entire building.

**Sanitary Service**

The existing building is serviced with a 125mm (5") sanitary service stubbed from the sanitary sewer on Victoria Street to the property line. An existing 100mm (4") sanitary pipe connects from the building to the service stub. The service stub appears to be at a slope greater that 1.0%. The existing sanitary service was camera inspected and appears to be in good condition. The existing 100mm sanitary pipe will be removed and replaced with a 125mm (5") sanitary pipe at a minimum of 2.0% slope.

The previous use of the existing building was an Assembly Use, with Kitchen/Food Services. The existing building previously had a maximum occupancy of 688. Based on a review of Table 8.2.1.3.B of the Ontario Building Code, the previous use of the existing building accounted for 24,768 Litres of daily design sanitary sewage flow.

The proposed changes to the site would result in 18 new residential dwelling units with a maximum of 3 occupants per unit. Based on Table 8.2.1.3.A of the Ontario Building Code, the proposed new building use would require 14,850 Litres of daily design sanitary sewage flow. Below is a summary of the total daily design sanitary sewage flow as per table 8.2.1.3.A. of the Ontario Building Code:

Table 8.2.1.3.A – Residential Occupancy		
1. Apartments – Per Person	275L	Max. 3 Occupants = 275L x 3 Occupants x 18 Units = 14,850L

The proposed changes will result in a reduced daily design sanitary sewage flow which outlets to the municipal sanitary sewers. Therefore, the municipal sanitary sewers should have sufficient capacity for the proposed changes to the sanitary sewage flows from the property.

Below is a summary of the Hydraulic Loads for fixtures as per Table 7.4.9.3 of the Ontario Building Code:

Table 7.4.9.3		
Fixture	Quantity Per Dwelling	Hydraulic Load (Fixture Units)
Bathroom Group (Lavatory, Water Closter & Bathtub)	1	6 (with flush tank)
Clothes Washer	1	1.5
Floor Drain		2
Sink	1	1.5
Total Dwelling Unit Fixtures		11 Fixture Units Per Dwelling = 11 x 18 Dwellings = 198 Fixture Units
Common Room Fixtures		
Water Closet	3	4 = 12 Fixture Units
Sink	3	1.5 = 4.5 Fixture Units
Floor Drain	3	2 = 6 Fixture Units
		= 22.5 Fixture Units
	TOTAL FIXTURE UNITS	= 198 + 22.5 = 220.5 Fixture Units

Based on a Table 7.4.10.8 of the Ontario Building Code, the existing 125mm sanitary service pipe at 1.1% slope (existing service stub) has capacity to convey 390 Fixture Units of Hydraulic Load. The proposed renovation of the building would result in approximately 220.5 Fixture Units of Hydraulic Load. Horizontal sanitary drainage pipes shall be designed to carry no more than 65% of its full capacity. The proposed sanitary flows from the building would use 57% capacity of the proposed outlet pipe and therefore the existing sanitary service stub is sufficiently sized.



### **Stormwater Quantity**

The subject property is currently entirely developed with a 596.5 sq.m. building and 2,046.5 sq.m. asphalt parking lot facility. The property currently has 82% of impervious surfaces and 18% permeable surfaces. The majority of the property currently drains overland to the municipal boulevard into the municipal roadside catch basins. There are 2 existing private catchbasins which collect stormwater from the asphalt parking lot and outlet stormwater to the municipal storm sewers through a 150mm storm pipe with no restriction. The 2 existing catchbasins and outlet pipes will be removed from the site.

The proposed development will result in 61% of impervious surfaces and 39% of permeable surfaces. This results in a decrease in stormwater run-off from the property. Through conversations with the municipal staff, it was determined that a drainage plan for the development to drain the property and treat storm water quality would be required.

The Wismer Drain, a closed municipal storm drain runs through the property from the North-East corner of the property to the open municipal storm drain on the south side of Victoria Street. A 7.5m maintenance corridor from the centreline of the Wismer Drain is required on each side of the pipe.

The lot will be serviced with 3 new catch basins and which will collect stormwater and direct it to a new outlet pipe connected to the Wismer drain.

### **Stormwater Quality**

The existing development had no water quality control. The proposed stormwater system will increase the quality of the water that exits the site.

All new catchbasins will be equipped with 600mm deep sump pits. These sumps will collect sediment that has been washed off the surface of the surrounding asphalt area on site. It is the responsibility of the owner to maintain all catchbasins and manholes on-site with respect to sediment. The 600mm deep sumps should be maintained on at least a by-annual basis to prevent clogging and blockage of the pipes. These sumps should also be inspected after all major storm events to ensure maintenance is not required. This maintenance is the responsibility of the property owner.

An inverted 'T' will also be installed on the outlet of the last catchbasin. This inverted 'T' will help prevent floating sediment and oils from entering the municipal storm service. A cap shall be installed on top of the invert 'T' to allow for maintenance of the outlet pipe.

The use of the above mentioned inverted 'T' and the 600mm deep sumps would greatly increase the overall quality of the water traveling off the site through the stormwater drains.

If any questions are to arise from this Infrastructure and Servicing Report, please do not hesitate to contact our office at your convenience.

Respectfully Submitted,



**Chet Liu, P.Eng.**  
**Project Engineer**  
**Y.C. LIU ENGINEERING**



Included – Appendix 'A' Stormwater Management Calculations

**APPENDIX ‘A’ – STORMWATER MANAGEMENT CALCUATIONS**



**TABLE 1 - IDF CURVE DATA -MTO AES DATA FOR RODNEY**

**MTO AES DATA (2010)**

Using the equation:  $R=aT^b$

Return Period	Coefficients	
	a	b
2-Yr	23.7	-0.699
5-Yr	31.2	-0.699
10-Yr	36.2	-0.699
25-Yr	42.4	-0.699
50-Yr	47.1	-0.699
100-YR	51.7	-0.699

Time (min)	Time (T) (hrs)	Rainfall Intensity (R ) (mm/hr)					
		2-Yr	5-Yr	10-Yr	25-Yr	50-Yr	100-Yr
5	0.08	134.6	177.2	205.6	240.8	267.5	293.7
10	0.17	82.9	109.2	126.7	148.4	164.8	180.9
15	0.25	62.5	82.2	95.4	111.7	124.1	136.2
20	0.33	51.1	67.2	78.0	91.4	101.5	111.4
30	0.50	38.5	50.6	58.8	68.8	76.5	83.9
35	0.58	34.5	45.5	52.8	61.8	68.7	75.4
40	0.67	31.5	41.4	48.1	56.3	62.5	68.6
45	0.75	29.0	38.1	44.3	51.8	57.6	63.2
50	0.83	26.9	35.4	41.1	48.2	53.5	58.7
55	0.92	25.2	33.2	38.5	45.1	50.1	54.9
60	1	23.7	31.2	36.2	42.4	47.1	51.7

TABLE 2 : C- Factor Weighting and Areas

<b>PRE-DEVELOPMENT (Existing Conditions)</b>		
Grass Area (A <sub>g1</sub> ):	595	m <sup>2</sup>
Grass Runoff Coefficient (C <sub>g</sub> ):	0.2	unitless
Impervious (ie.Asphalt,Building,Concrete) Area (A <sub>il</sub> ) including half of the open paved section of Church Street:	2643	m <sup>2</sup>
Impervious Runoff Coefficient (C <sub>i</sub> ):	0.90	unitless
Gravel Area (A <sub>gr1</sub> ):	0	m <sup>2</sup>
Gravel Runoff Coefficient (C <sub>gr</sub> ):	0.70	unitless
Weighted Runoff Coefficient (C1):	$C_1 = (A_{g1} * C_g + A_{gr1} * C_{gr} + A_{il} * C_i) / (A_{g1} + A_{gr1} + A_{il})$	0.77 unitless
Total Area (m <sup>2</sup> ):	3238	m <sup>2</sup>
Total Area (ha):	0.32	ha
<b>POST-DEVELOPMENT</b>		
Grass Area (A <sub>g1</sub> ):	1263	m <sup>2</sup>
Grass Runoff Coefficient (C <sub>g</sub> ):	0.2	unitless
Impervious (ie.Asphalt,Building,Concrete) Area (A <sub>il</sub> ):	1975	m <sup>2</sup>
Impervious Runoff Coefficient (C <sub>i</sub> ):	0.90	unitless
Gravel Area (A <sub>gr1</sub> ):	0	m <sup>2</sup>
Gravel Runoff Coefficient (C <sub>gr</sub> ):	0.70	unitless
Weighted Runoff Coefficient (C1):	$C_1 = (A_{g1} * C_g + A_{gr1} * C_{gr} + A_{il} * C_i) / (A_{g1} + A_{gr1} + A_{il})$	0.63 unitless
Total Area (m <sup>2</sup> ):	3238	m <sup>2</sup>
Total Area (ha):	0.32	ha

TABLE 3 - PREDEVELOPMENT FLOW REQUIREMENTS (2-YR)

Using the 2-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.77)

Runoff Coefficient = 0.77

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	135	0.2464	92.21
10	83	0.2464	56.80
15	62	0.2464	42.78
20	51	0.2464	34.99
25	44	0.2464	29.94
30	38	0.2464	26.35
35	35	0.2464	23.66
37	33	0.2464	22.76
40	31	0.2464	21.55
45	29	0.2464	19.85
50	27	0.2464	18.44
55	25	0.2464	17.25
60	24	0.2464	16.23
65	22	0.2464	15.35
70	21	0.2464	14.58
75	20	0.2464	13.89
80	19	0.2464	13.28
85	19	0.2464	12.73

POST-DEVELOPMENT FLOW (2-YR)

Using the 2-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.63)

Runoff Coefficient = 0.63

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	135	0.2016	75.45
10	83	0.2016	46.47
15	62	0.2016	35.00
20	51	0.2016	28.63
25	44	0.2016	24.49
30	38	0.2016	21.56
35	35	0.2016	19.36
37	33	0.2016	18.62
40	31	0.2016	17.63
45	29	0.2016	16.24
50	27	0.2016	15.09
55	25	0.2016	14.12
60	24	0.2016	13.28
65	22	0.2016	12.56
70	21	0.2016	11.93
75	20	0.2016	11.36
80	19	0.2016	10.86
85	19	0.2016	10.41



TABLE 4 - PREDEVELOPMENT FLOW REQUIREMENTS (100-YR)

Using the 100-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.77) Runoff Coefficient = 0.77

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	294	0.2464	201.15
10	181	0.2464	123.91
15	136	0.2464	93.33
20	111	0.2464	76.33
25	95	0.2464	65.30
30	84	0.2464	57.49
35	75	0.2464	51.62
37	72	0.2464	49.65
40	69	0.2464	47.02
45	63	0.2464	43.30
50	59	0.2464	40.23
55	55	0.2464	37.63
60	52	0.2464	35.41
65	49	0.2464	33.49
70	46	0.2464	31.80
75	44	0.2464	30.30
80	42	0.2464	28.96
85	41	0.2464	27.76

POST-DEVELOPMENT FLOW (100-YR)

Using the 100-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.63) Runoff Coefficient = 0.63

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	294	0.2016	164.58
10	181	0.2016	101.38
15	136	0.2016	76.36
20	111	0.2016	62.45
25	95	0.2016	53.43
30	84	0.2016	47.04
35	75	0.2016	42.23
37	72	0.2016	40.62
40	69	0.2016	38.47
45	63	0.2016	35.43
50	59	0.2016	32.91
55	55	0.2016	30.79
60	52	0.2016	28.98
65	49	0.2016	27.40
70	46	0.2016	26.02
75	44	0.2016	24.79
80	42	0.2016	23.70
85	41	0.2016	22.71

TABLE 5 : PIPE SIZING AND DESIGN

Manhole/Downspout		Area		"C"	AC		Tc	2-Year	Peak	Dia.	Pipe		Cap.	%	Velocity
From	To	Incr.			Incr.	Cumm.		Intensity	Flow		Slope	Length		Capacity	Full Flow
		m <sup>2</sup>	hectares												
DS NORTH (EX. BLD)	C.O.3a	298.3	0.03	0.9	0.027	0.03	15.00	62.5	4.66	150.00	0.50	24.00	11.7	39.9	0.66
DS NORTH (NEW BLD)	C.O.2a	182.0	0.02	0.9	0.016	0.04	15.00	62.5	7.51	150.00	0.50	30.00	11.7	64.2	0.66
NEW CB3	New MH2	247.0	0.02	0.5	0.012	0.04	15.00	62.5	6.81	200.00	0.50	18.00	11.7	58.2	0.37
New MH2	C.o.2a	0.0	0.00	0	0.000	0.04	15.00	62.5	6.81	200.00	0.50	17.00	11.7	58.2	0.37
C.O.2a	C.O.1a	0.0	0.00	0	0.000	0.08	15.00	62.5	14.32	200.00	0.50	13.00	25.1	57.1	0.80
DS SOUTH (NEW BLD)	C.O.1a	222.0	0.02	0.9	0.020	0.02	15.00	62.5	3.47	150.00	0.50	23.00	11.7	29.7	0.66
C.O.1a	New CB2	0.0	0.00	0	0.000	0.10	15.00	62.5	17.79	200.00	0.50	13.00	25.1	70.9	0.80
								62.5							
DS SOUTH (EX. BLD)	New CB1	298.3	0.03	0.9	0.027	0.03	15.00	62.5	4.66	150.00	0.50	26.00	11.7	39.9	0.66
NEW CB1	New MH1	150.0	0.02	0.2	0.003	0.03	15.00	62.5	5.19	150.00	0.50	3.00	11.7	44.3	0.66
NEW MH1	New CB2	0.0	0.00	0	0.000	0.03	15.00	62.5	5.19	200.00	0.50	24.00	25.1	20.7	0.80
NEW CB2	New MH3	958.0	0.10	0.9	0.086	0.22	15.00	62.5	37.96	200.00	2.00	3.00	50.2	75.6	1.60
NEW MH3	OUTLET	0.0	0.00	0	0.000	0.22	15.00	62.5	37.96	200.00	2.00	2.00	50.2	75.6	1.60

Manning's Formula for Outlet Pipe Size:

Diameter:	0.200 m	0.200 m	0.150 m
Slope:	2.000 %	0.500 %	0.500 %
Mannings "n" (SDR35-PVC):	0.012 unitless	0.012 unitless	0.012 unitless
X-sectional Area (A):	0.031 m <sup>2</sup>	0.031 m <sup>2</sup>	0.018 m <sup>2</sup>
Wetted Perimeter (P):	0.628 m	0.628 m	0.471 m
Hydraulic Radius (R):	0.050 m	0.050 m	0.038 m
Flow Capacity (Q=1/nA(R^0.667)(S^0.5)):	0.050 m <sup>3</sup> /s	0.025 m <sup>3</sup> /s	0.012 m <sup>3</sup> /s
Flow Capacity:	50.2 L/s	25.1 L/s	11.7 L/s



## Staff Report

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**Report To: Council Meeting**

**From: Jana Nethercott, Clerk**

**Date: 2022-08-11**

**Subject: Joint Elgin Compliance Audit Committee Appointments 2022**

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### **Recommendation:**

That West Elgin Council hereby receives the report from J. Nethercott, Clerk re: Joint Elgin Compliance Audit Committee Appointments, 2022 be received; and

That West Elgin Council endorses the appointment of Christene Scrimgeour, Andrew Wright, Daniel Ross and Dr. Zachary Spicer to sit on the Joint Elgin Compliance Audit Committee for the period of 2022-26 and

That West Elgin Council consider giving three readings to the By-Law confirming these appointments.

### **Purpose:**

The purpose of this report is to receive Council endorsement of the recommended appointments to the Joint Elgin Compliance Audit Committee for 2022-2026

### **Background:**

The *Municipal Elections Act, 1996 (MEA)*, as amended, requires that every municipality appoint a Compliance Audit Committee prior to October 1<sup>st</sup> in the year of a Municipal Election.

Earlier in 2022, Elgin County Clerks discussed and agreed to again recommend establishment of a joint Compliance Audit Committee for the 2022 Municipal Election. Each Elgin County Member Municipality has approved the Terms of Reference and By-Law to establish the Joint Committee. At this point, members need to be appointed to the Joint Committee.

Advertising for prospective Committee Members was undertaken in May and June of 2022 through advertisements in local newspapers, contacting previous members of the 2018 Joint Committee and by posting advertisement information on each municipal webpage.

Elgin County Clerks have had the opportunity to review applications received and are recommending the following individuals to serve on the Joint Elgin Compliance Audit Committee for the 2022 Municipal Election:

- **Christine Scrimgeour** – is a Chartered Account and is familiar with the Municipal Act and Municipal Elections Act. She is an auditor for several Elgin County Municipalities and has previously served on the Joint Elgin Election Compliance Audit Committee.



- **Andrew Wright** – is a lawyer at Siskinds LLP that specializes in Municipal Law. He is familiar with all applicable legislation as a result of his profession and has previously served on the Joint Elgin Election Compliance Audit Committee.
- **Daniel Ross** – is a retired lawyer and businessperson from the Elgin County area. He served on the City of London and joint Middlesex County Compliance Audit Committees in 2018 and has accepted these positions again for 2022.
- **Dr. Zachary Spicer** – is an Associate Professor, School of Public Policy and Administration at York University. He specializes in municipal governance and public policy and has application-based experience with the Municipal Elections Act as a Senior Policy Advisor with the Province of Ontario. He also has employment experience as a Municipal Advisor with the Province of Ontario's Central Municipal Services Office, where he supported municipalities throughout the 2018 Municipal Election, including supporting several compliance audit committees.

Based on the appropriateness of qualifications and significant experience demonstrated by the above listed candidates, staff are recommending that Council endorse the appointment of Christine Scrimgeour, Andrew Wright, Daniel Ross and Dr. Zachary Spicer to sit on the Joint Elgin Compliance Audit Committee.

#### **Financial Implications:**

There are no direct financial implications.

Compensation for Compliance Audit Committee Members is outlined in the approved Committee Terms of Reference

#### **Policies/Legislation:**

*Municipal Elections Act, 1996 (MEA)*



## Staff Report

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**Report To:** Council Meeting  
**From:** Jana Nethercott, Clerk  
**Date:** 2022-08-11  
**Subject:** National Day for Truth and Reconciliation 2022

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### **Recommendation:**

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: National Day for Truth and Reconciliation 2022 for information; and

That West Elgin Council direct staff to work with the Municipality of Dutton Dunwich to hold a joint program for the National Day of Truth and Reconciliation on September 30, 2022.

### **Purpose:**

The purpose of this report is to receive Council direction to proceed with planning one joint program to be held in West Lorne in 2022 to commemorate the National Day for Truth and Reconciliation.

### **Background:**

September 30, 2022 marks the second National Day for Truth and Reconciliation. This day honours the lost children and Survivors of residential school, their families and communities. Public commemoration of the tragic and painful history and ongoing impacts of residential schools is a vital component of the reconciliation process.

In 2021 two separate events were held in West Elgin and Dutton Dunwich. The program included; reading of the land acknowledgement, remarks from Chief Chrisjohn of Oneida of the Thames, traditional drumming, a statement of the significance of this day, raising of the flag, remarks from MP, MPP, County Warden and Mayor, and story time with the Elgin County Library.

We must respect that this day is one of significance to our neighbouring Indigenous communities as well, therefore staff are recommending that a joint event be held between the Municipality of West Elgin and the Municipality of Dutton Dunwich. This will allow for resources to be shared and for a diversified range of recognition, education and observance.

It is proposed that West Elgin hold the event on even numbered years and the Dutton Dunwich hold the event on odd numbered years.



## Staff Report

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**Report To:** Council Meeting  
**From:** Jana Nethercott, Clerk  
**Date:** 2022-08-11  
**Subject:** By-Law Enforcement Services

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### **Recommendation:**

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: By-Law Enforcement Services; and

That West Elgin Council hereby approves entering into an agreement with Tenet Services Incorporated to provide By-Law Enforcement Services for the Municipality of West Elgin; and

That West Elgin Council consider the By-law authorizing the agreement in the By-Law portion of the agenda.

### **Purpose:**

The purpose of this report is to receive approval from Council to enter into an agreement with Tenet Services Incorporated to provide By-Law Enforcement Services for the Municipality of West Elgin.

### **Background:**

By-law Enforcement is currently provided by a part-time employee of the Municipality, who informed us in January of 2022 of his intention to retire. At that time a job posting was advertised for a part time by-law enforcement position. There were no qualified applicants for this position. Staff then reached out to a number of area municipalities in search of by-law enforcement options. There are very few companies that provide these services in our area and staff were able to meet with Tenet Services to discuss their services. Attached to this report is some background on Tenet Services and what they will provide to the Municipality.

This company will be providing one dedicated officer to the Municipality for an average of fourteen (14) hours a week. The dedicated officer is a farmer and is also currently employed by this company in West Perth as a By-law enforcement officer. We will also be appointing other staff from the company to ensure that there is always back up in case of vacation and or illness.

This contract will be starting on August 22, 2022 with Jim Watson shadowing the current By-law Enforcement Officer, Bill Tedford for a week and familiarizing himself with the Municipality and the files. Mr. Tedford has agreed to assist as long as needed, however it is hoped that two days should be enough, with Mr. Tedford being available to assist on an as needed basis.



The contract is for one year, with an option of a renewal at that time. This allows us to see if outsourcing of By-law Enforcement is what works for the Municipality and allows the company to see if this expansion into Elgin County is a good fit for them.

Tenet Services will be assisting with Animal Control, thru investigating complaints and transporting animals to the designated pound, due to the retirement of the Glencoe Animal Shelter. The previous municipal clients of Glencoe Animal Shelter have issued a joint RFP for Animal Control Services, which allows us to have the option on just utilizing pound keeping services. This RFP is currently being reviewed by a committee and a report will be brought forward in future.

**Financial Implications:**

There will be no substantial implications for the 2022 By-Law Enforcement Budget.

## Company Background

Tenet Security Group (Tenet) is a start-up agency located in Lucan, Ontario. The creation of Tenet was borne out of our collective entrepreneurial spirit and passion for security work. A small group of four individuals who are security professionals experienced in legislative enforcement, investigation and interviewing and emergency response leads us. Tenet has a combined experience of 40+ years in the public and private security industry, specifically in public and campus policing, corporate security, corrections and mental health support. We the three owners, all reside in the local area and have a long-standing understanding and experiences of small town, rural Ontario life.

Our company's strategic goal is to provide small-town municipalities with an all-encompassing second tier public security service, which include by-law compliance. We hope to foster community partnerships with through our business endeavours and become designated stewards of community safety and security on behalf of a municipality.

Having incorporated in February 2021, we are extremely eager and determined to grow our business. Even though uniform security is a subset of our service, *we have a driving force to increase our company's presence within the growing marketplace of contract by-law services.*

We have determined that OPP service contracts within small town Ontario have become increasingly unsustainable. Long are the days when the police were did everything in a small town, from assisting with crossing guard duties, to funeral escorts, or being that entity when there is no entity to call to assist, and lastly, attending all things by-law related. This level of community service is no longer reasonable nor is it prudent. With this change in rural and small town policing, along with the ever- increasing realignment of OPP detachments and leaving some areas without a permanent presence, was the impetus behind the creation of Tenet Security Group.

We recently secured our first a contract with the Municipality of Lucan-Biddulph the scope of work being to regulate community centre access due to pandemic regulations. We are successfully providing this service since September 2021. However, as mentioned above, our service focus is also oriented towards by-law compliance work, and as such, we have expanded our training in that field of work by recently undertaking a recognized By-law and Provincial Offences Officer

courses.

Our guiding principle when it comes to by-law compliance is we will always strive to find resolution and compliance through understanding, education and awareness. That is our promise.

Our organizational composition consists of a President and Managing Director, two operational leaders, hereby identified as the Team, and eight part-time, on-call uniformed security guards, all of whom are experienced and well verse in security work with a good understanding of the importance of professionalism, customer service, and a bias for action.

If called upon, we have other additional resources to assist with the installation of intrusion alarms, security cameras and other peripheral devices. We are also trained in Crime Prevention Through Environmental Design, CPTED, which is a multi-disciplinary approach of crime prevention that uses urban and architectural design and the management of built and natural environments.

Our Team has a great deal of experience and training as it relates to incident investigation, report writing, interviewing and crisis intervention and response obtained through the many years of both security work and public/private policing experience.

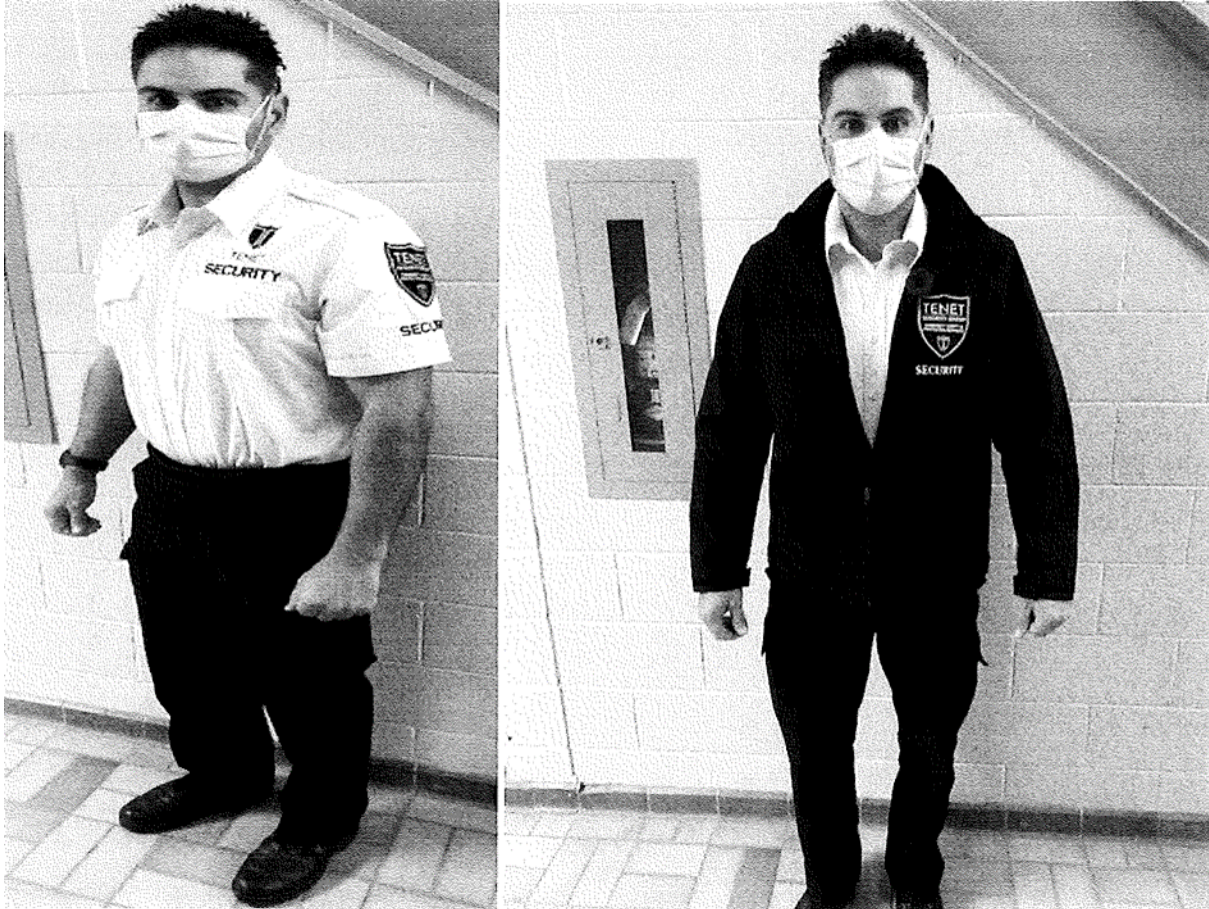
Our Team has specific training and experience in dealing with relevant provisions under the Criminal of Code of Canada, the various provincial statues such as the Liquor Licence Act, the Trespass to Property Act, Mental Health Act, and most relevant to this contract, the Provincial Offences Act, with the issuances of offence notices/certificates.

Two Team members have police and current special constable backgrounds with knowledge and real-world experience in applying provisions within the Provincial Offences Act and designated as provincial offences officers.

## **Visual Presence/Deportment**

We currently wear a white-collar shirt for when we undertake security work, along with black cargo pants and jacket. (See image 1) The white uniform shirt has a crisp, professional look that is generally very noticeable and non-confusing with other public service agencies. We will of course brand our shirts with by-law wording along with a West Perth identifying patch. During the summer months, we will outfit ourselves in a golf-shirt. (See Figure 3) If awarded the contract, we will issue, municipal identifying identification card along with a picture of the officer that will be attached somewhere on the outer most piece of clothing. We will also make

available the use a personal protective vest marked with words Municipal By-law. This vest is for use at the discretion of the officer, usually during the evenings or at any time, when the officer suspects a heightened safety risk.



## Transportation Methods

We will make use of various modes of transportation. We will engage in foot patrol as often as we can, in particular, in and around the business areas, on bike, to patrol the community trails and with a vehicle for general community patrols to all areas of the municipality. Foot patrol is the best way to interact with the community.

We will utilize a patrol vehicle that is highly visible as to its purpose. It will also portray a sense of monitoring and community safety, when on community patrol.



## Service Philosophy

**"Just because you can, doesn't mean you have to"** is a philosophy we will undertake when it comes to undertaking punitive enforcement.

Our guiding principle when it comes to by-law compliance is we will always strive to find resolution and compliance through understanding, education and awareness. That is our promise.

We will engage the local community to help support our progressive compliance approach. We will keep track of warnings given and we will pursue charges only if circumstances warrants them. If there is a warning on file, we will strongly consider charges.

- TENET



## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2022-08-11  
**Subject:** IT Support Agreement

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### **Recommendation:**

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: IT Support Agreement; and

That Council authorize the Mayor and Clerk be authorized to execute the Agreement for Shared Information Technology Support and consider the by-law as presented in the By-law portion of the Agenda; and

That Council delegate authority to the CAO/Treasurer to work with the Township of Malahide and the other Partner Municipalities in awarding a contract to the successful bidder of the Township of Malahide Information Support Services Request for Tender.

### **Purpose:**

The purpose of this report is to provide information to Council and seek direction with regards to shared IT Support.

### **Background:**

The Township of Malahide's CAO issued a letter to Partner CAO's (West Elgin, Dutton Dunwich, & Southwold) advising of Malahide's desire to enter into a new agreement, it being acknowledged that the Township of Malahide currently requires less IT coverage and as such the costs would be expected to become more equitably shared amongst the Partner Municipalities. Malahide's letter was motivated by the previous "Manager of IT" resigning earlier this year.

The Partner CAOs have met and agree with this new approach and have developed a new Shared IT Service Agreement and a Request for Proposal document. In the opinion of the Partner CAOs, a 3<sup>rd</sup> party IT service provider will provide the best value and service at this time with economies of scale being realized through a group procurement process. Reports are being brought to the Partner Councils seeking direction in order to execute a new IT Service Agreement.

Under the new agreement, partnering municipalities would deal with the IT provider directly, rather than through the Township of Malahide. Further a minimum number of hours is not required to be purchased from the IT provider, instead partnering municipalities would be billed directly by the IT Provider each month based on actual hours used during the billing period. This allows partnering municipalities to better control their costs and alleviates the financial burden of pay for unused service hours.

Other clauses of note:

Clause 10: The IT Provider will have available resources so to cover illness, vacations, absences, etc. This was a weakness of the past arrangement.

Clause 13: Although Malahide is procuring and administering the 3<sup>rd</sup> party IT service, each Partner will have direct access to the service provider to conform the work/service to be performed, including but not limited to: what of the two levels of IT support will the work be billed; how many estimated hours the work will require; and if the work will require overtime hours.

Clause 17: The term of the Agreement is to be short. This is given that the County has been working towards establishing an IT department. If and when such a department is established and the partnering council's determine that the County will provide IT Services, this Agreement is structured accordingly. It will also allow the Municipality an opportunity to continue with the 3<sup>rd</sup> party IT provider, should it be determined that is the best course.

If all Partnering Councils agree and the agreement is executed, an RFP process to select a qualified provider will proceed through Malahide, however the selection committee will include representatives from all the Partnering Municipalities.

#### **Financial Implications:**

The impact should be minimal as the Municipality will continue to pay based on use of service.

**AGREEMENT**  
**FOR THE SHARING OF INFORMATION TECHNOLOGY SUPPORT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**The Corporation of the Municipality of West Elgin**

(Hereinafter referred to as "**West Elgin**")

of the First Part

**AND:**

**The Corporation of the Municipality of Dutton Dunwich**

(Hereinafter referred to as "**Dutton Dunwich**")

of the Second Part

**AND:**

**The Corporation of the Township of Southwold**

(Hereinafter referred to as "**Southwold**")

of the Third Part

**AND:**

**The Corporation of the Township of Malahide**

(Hereinafter referred to as "**Malahide**")

of the Fourth Part



WHEREAS Section 20 of the Municipal Act, S.O. 2001, c.25 provides that a municipality may enter into agreements with one or more municipalities or local boards for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality or local board in which the service or thing is provided;

AND WHEREAS the above parties, hereinafter referred to collectively as the “Partners”, wish to exercise a co-operative approach to the respective needs for Information Technology (“IT”) Support;

AND WHEREAS it is deemed expedient to share services between the Partners to ensure adequate IT Support is available to each Partners’ municipality;

NOW THEREFORE the Partners hereto mutually agree as follows:

- (1) Malahide will procure and administer the services of a 3<sup>rd</sup>-party IT Support Provider (“IT Provider”) on behalf of the Partners.
- (2) The IT Provider will provide two levels of IT support to the Partners:
  - a. “first level”: Standard “IMAC” (install, move, add and change) Services including all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation and relocation of equipment, including connectivity testing, data transfer and user orientation.
  - b. “second level”: Advanced Network, Product and Service Support including, but not limited to: security appliances and network routing; security audits; network assessments; server maintenance; network/server software configuration and installation; and, providing expert advice, confidential or otherwise, to senior municipal staff for municipal budget and project-planning purposes.
- (3) Each Partner is expected to coordinate directly with the IT Provider to schedule the purchasing of “first level” support services (as described in (2) a. herein).
- (4) To ensure each of the Partners is provided access to an appropriate level of second level support service (as described in (2) b. herein) hours, each Partner agrees to consult with the Partners and/or the IT Provider in order to ensure the IT Provider can plan and deploy its resources accordingly.
- (5) The IT Provider will bill partnering municipalities directly each month based on actual hours used during the billing period. Invoices from the IT provider will provide details for the work performed by billable hour.

- (6) That the IT Provider can or may be able to commit to a predetermined time period, such as all-day Wednesday for 50 weeks of the year. However, all members recognize that unforeseen circumstances may require the pre-determined time to be shifted.
- (7) Those members who require the IT Provider to work beyond normal work hours of 8:00 am to 4:30 pm will be charged at the overtime hourly rate established in (5) herein.
- (8) That the IT Provider shall employ and/or secure resources so that multiple IT service professionals can be available to cover illnesses, vacations, absences, etc.
- (9) If the IT Provider gives notice to Malahide as per an executed service contract, Malahide will not be responsible to provide a replacement IT Provider to the Partners.
- (10) Each Partner will be responsible to arrange with the IT Provider, the specific work to be done. Each Partner agrees to limit the scope of the work to the general IT Support as provided in (2) herein.
- (11) It is the responsibility of each Partner to request and/or conform with the IT Provider, in writing or otherwise, a description of the work to be performed, including but limited to: what of the two levels of IT support as described in (2) herein will the work be billed; how many estimated hours the work will require; and, if the work will require overtime hours. Malahide will not intervene to resolve a work order dispute.
- (12) Any performance issues should be brought to the attention of the Manager of Legislative Services/Clerk of the Township of Malahide.
- (13) No Partner(s) will solicit or offer employment or separate contract(s) to the IT Provider, its respective employee(s) and/or sub-contractor(s), whether directly or indirectly during the term of this Agreement, accept in consultation with the other Partners and all other Partners providing prior written agreement and acceptance.
- (14) Under no circumstances shall Malahide be liable to the Partners or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by IT Provider and/or its respective employee(s) and/or sub-

contractor(s), whether such liability is asserted on the basis of contract, tort or otherwise, even if Malahide has been warned of the possibility of such damages.

- (15) This agreement is for the remainder of 2022 and the year 2023. Partners must provide notice on or before October 1<sup>st</sup>, 2023 of their intent to withdraw/change this agreement for the year 2024.

IN WITNESS WHEREOF the parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

**The Corporation of the Municipality of West Elgin**

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Duncan McPhail, Mayor

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Jana Nethercott, Clerk

**The Corporation of the Municipality of Dutton Dunwich**

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Bob Purcell, Mayor

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Tara Kretschmer, Acting Clerk

**The Corporation of the Township of Southwold**

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Grant Jones, Mayor

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Jeff Carswell, CAO/Clerk

**The Corporation of the Township of Malahide**

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Dave Mennill, Mayor

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Allison Adams, Clerk



# **Tri-County Water Board of Management**

## **Minutes**

**Date: April 26, 2022, 7:00 p.m.**

**Location: West Elgin Community Complex - Hybrid Meeting**

**160 Main Street**

**West Lorne**

**Electronic Hybrid Meeting**

**Present:** Allan Mayhew, Southwest Middlesex  
Angela Cammaert, West Elgin  
Bonnie Rowe, West Elgin  
Doug Bartlett, Southwest Middlesex  
Duncan McPhail, West Elgin  
Ken Loveland, Dutton Dunwich  
Marigay Wilkins, Southwest Middlesex  
Taraesa Tellier, West Elgin  
Tim Sunderland, Chatham-Kent  
Michael Noe, Newbury  
Mike Hentz, Dutton Dunwich  
Amarilis Drouillard, Dutton Dunwich

**Regrets:** Diane Brewer, Newbury

**Staff Present:** Jana Nethercott, Recording Secretary  
Magda Badura, CAO/Treasurer

**Regrets:** Jill Bellchamber-Glazier, SWM

**Also Present:** Sam Smith, OCWA  
Dale LeBretton, OCWA  
Vitaly, OCWA  
Robin Trepanier, OCWA  
Meagan Garber, OCWA  
Mark Harris, OCWA

**This meeting was held virtually.**

**1. Call to Order**

Chair Duncan McPhail called the meeting to order at 7:00 p.m.

**2. Adoption of Agenda**

**Moved:** Allan Mayhew

**Seconded:** Angela Cammaert

That Tri-County Water Board hereby adopts the Agenda for April 26, 2022 as presented.

For (11): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (2): Tim Sunderland, and Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (11 to 0)**

**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Minutes**

**Moved:** Bonnie Rowe

**Seconded:** Doug Bartlett

That minutes of the Tri-County Water Board meeting on January 25, 2022 be adopted as circulated and printed.

For (11): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (2): Tim Sunderland, and Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (11 to 0)**

**5. Business Arising from Minutes**

**5.1 Verbal Update on Cyber Insurance Coverage**

Magda Badura, Administrator reported that she is awaiting some information to clarify details on what is covered. She is awaiting a full report and it will come in a Closed Session at the next meeting.

## **5.2 Communication Protocol - Phone Tree**

Jana Nethercott, Recording Secretary presented the updated phone tree for an emergency.

## **6. Financials**

Magda Badura, Administrator reported on the first quarter financials. Revenues are slightly under budget. List provided of Capital work orders since January.

**Moved:** Ken Loveland

**Seconded:** Marigay Wilkins

The the Tri-County Water Board hereby receives the financials as of March 31, 2022 as presented.

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

## **7. Staff Reports**

### **7.1 Annual Summary Report - Schedule 22**

Meagan Garber presented the 2021 Summary Report.

**Moved:** Taraesa Tellier

**Seconded:** Tim Sunderland

That the Tri-County Water Board hereby receives the 2021 Summary Report (Section 22 of O'Reg 170/03 for the Tri-County Primary Drinking Water System.

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

## **7.2 Section 11 Annual Drinking Water Report**

**Moved:** Michael Noe

**Seconded:** Mike Hentz

That the Tri-County Water Board hereby receives the 2021 Annual Summary Report for the Tri-County Drinking Water Primary System as required by Section 11 of O'Reg 170/30

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

## **7.3 MECP Final Inspection Report - 2022**

Meagan Garber presented the Inspection Report.

**Moved:** Amarilis Drouillard, Dutton Dunwich

**Seconded:** Allan Mayhew

That the Tri-County Water Board hereby receives the MECP 2021 Final Inspection Report for the Tri-County Drinking Water Primary System.

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**



#### **7.4 OCWA- Additional Cost Proposal**

Dale LeBritton provided an update that this letter was sent outlining additional costs with some new duties, such as looking after the meter chambers that were added as part of the update to the Master Agreement and an additional phone bill that previously OCWA had been paying for the last 1.5 years. The bulk of the additional costs is for maintain the meters in the enclosed spaces and calibrations required.

The additional sampling should have been caught and charged earlier as the regulations were updated almost three years ago. In a fixed cost contract, there was often room to absorb this cost, however with the rising costs the last year and a half, this can no longer be absorbed. In 2021 OCWA was over budget on communications and chemicals.

**Moved:** Bonnie Rowe

**Seconded:** Doug Bartlett

That the Tri-County Water Board hereby approve the additional annual cost to the agreement with Ontario Clean Water Agency of \$7,047.19, retroactive to January 1, 2022.

For (11): Allan Mayhew, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Against (1): Angela Cammaert

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (11 to 1)**

#### **7.5 SCADA Assessment Report**

Mark Harris provided an overview of the SCADA Assessment. An implementation program has been proposed, however in late 2022 the Historian has been failing and it is proposed that this be moved forward from year 2 to happen immediately. OCWA has obtained quotes and a report will be coming forward with these quotes.

**Moved:** Angela Cammaert

**Seconded:** Ken Loveland

That the Tri-County Water Board hereby receives the SCADA Assessment Report from Mark Harris, OCWA

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

## **7.6 Estimate of Potential Water Users**

Jana Nethercott, Recording Secretary presented the Estimate of potential Water Users form, seeing direction on using this form as it is listed in the Master Agreement. Staff are to have this form distributed no later than July 1 of each year and they are to be returned to the Secretary no later than September 1.

**Moved:** Allan Mayhew

**Seconded:** Taraesa Tellier

That Tri-County Water Board hereby receives the report from Jana Nethercott, re: Estimate of Potential Water Users; and

That the Tri-County Water Board hereby directs staff to move forward with using the Estimate of Potential Water Users Form as per Section 13 of the Master Tri-County Water Board Agreement.

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

## **7.7 OCWA- Q1 Operations Report**

Meagan Garber provided an overview of the Q1 Operations report. Sam Smith provided an overview of the maintenance work that has been done at the plant in Q1, there were a number of alarms related to the Historian and SCADA upgrades that are needed. Vitaly reported on the Capital work. Some projects from 2021 were delayed due to supply chain issues and COVID. The valves in Eagle East Chamber replacement and Pumps at the low lift have been completed, all projects from 2021 Capital will be completed by end of May or June. The capital work for 2022 has started and at this point there are no supply chain issues so far.

Tim Sunderland stated that Bothwell has noticed a great trend in lower THMs which he believes this is a result of the PH project, which is good news.

**Moved:** Tim Sunderland

**Seconded:** Michael Noe

That the Tri-County Water Board hereby receives the First Quarter Operations Report for the Tri-County Drinking Water Primary System.

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

## **8. New Business**

### **8.1 Verbal Update on Coloured Water Study - OCWA**

Dale LeBritton reported that the project has started and sampling is underway and it will take some time to work thru the sampling schedule so that samples can be taken at different times of the year, different water qualities in the lake to ensure a wholesome set of samples and it will be late summer or early fall before this is completed and a report can be brought forward.

### **8.2 2023 Budget Cycle - Magda Badura**

Magda Badura, Administrator reported that she would like to present the 2023 Operating and Capital Budget at the July meeting, due to the complicated nature and the fact that a few options need to be presented to manage significant expenses required in the near future. Staff direction was provided to prepare the Capital and Operating Budget for the next meeting.

**9. Adjournment**

**Moved:** Taraesa Tellier

**Seconded:** Michael Noe

That the Tri-County Water Board hereby adjourn at 8:02 p.m. to reconvene on July 26, 2022 at 7:00 p.m. or at the Call of the Chair.

For (12): Allan Mayhew, Angela Cammaert, Bonnie Rowe, Doug Bartlett, Duncan McPhail, Ken Loveland, Marigay Wilkins, Taraesa Tellier, Tim Sunderland, Michael Noe, Mike Hentz, and Amarilis Drouillard, Dutton Dunwich

Absent (1): Diane Brewer

Voter Type: Majority (Voted), Recorded

**Disposition: Carried (12 to 0)**

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Duncan McPhail, Chair

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Jana Nethercott, Recording  
Secretary



Dear West Elgin Council Members,

I am writing to you to request continued support in waiving fees for the use of the Recreation Centre in Rodney once a month for a total of 7 evenings. This would be for our Children's Fitness program for children ages 3-6 years.

This is a free program delivered by the West Elgin Community Health Centre staff for children. Children's Fitness teaches the children the fundamental movement skills in a fun and interactive way. It increases fitness opportunities for children in our communities. It helps with fitness literacy and participation by educating individuals on the importance of lifelong physical activity. We try to reach children who might not be currently physically active due to numerous reasons, some of which include financial insecurity and limited options for fitness.

The dates of the program are the 3<sup>rd</sup> Monday of the month from 5:30-6:30pm during the months of October until May. We would require a half hour before and after for set-up and clean-up. Thank you for your consideration of the waiver of fees request for the Children's Fitness program.

Kind regards,

Cindy da Costa  
Registered Early Childhood Educator  
West Elgin Community Health Centre  
[cdacosta@wechc.on.ca](mailto:cdacosta@wechc.on.ca)  
519-768-1715 ext. 2202

**From:** [Taraesa Tellier](#)  
**To:** [Jana Nethercott](#)  
**Subject:** Fwd: Bench in front of 238 Furnival Road  
**Date:** July 26, 2022 1:34:53 PM  
**Attachments:** [WE-MUTUAL\\_Logo\\_RGB\(002\)\\_4bb9322a-1a19-4449-8982-0f0d25c0d5d3.png](#)  
[Facebook\\_7f8f396a-a1b2-4b05-8879-556038e829a9.png](#)

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Good Afternoon,

For this request should it go to us as a suggestion and then along to County for approval?

Thanks so much.

Working on positive change for forward direction,

Taraesa Tellier  
Councillor Ward One  
Municipality of West Elgin  
519-520-2444

Begin forwarded message:

**From:** Brian Downie <bdownie@westelgin.com>  
**Date:** July 26, 2022 at 1:31:25 PM EDT  
**To:** Taraesa Tellier <ttellier@westelgin.net>  
**Cc:** Serge Lebedz <slebedz@westelgin.com>  
**Subject:** Bench in front of 238 Furnival Road

Teresa,

We have been communicating with Michelle Gammon over the past few months, regarding the installation of a bench in front of our Rodney office, dedicated in memory of her late brother Bill. From the outset we were supportive of the concept under the following circumstances.

- The bench is the same (or at least complementary) in style to the beautiful benches that were newly installed last year in the downtown
- That it is installed in such a way as to not impede foot traffic or sidewalk maintenance
- The funds for the purchase are not a burden on the Municipality [REDACTED]

Please accept this note as approval from West Elgin Mutual for this bench to be installed.

If you require any clarification, please feel free to reach out to me during office hours 519-762-3530

Sincerely,

**Brian Downie** | HBA, FCIP, CRM President/CEO  
Tel: 519-762-3530



**MUTUAL  
INSURANCE**



**Confidentiality Warning:** *This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system. Thank you.*

**Save a Tree Please don't print this e-mail unless necessary**



# MUNICIPALITY OF West Elgin

## The Corporation Of The Municipality Of West Elgin

### By-Law No. 2022-51

#### Being a By-law to appoint members to the Elgin Election Joint Compliance Audit Committee for the 2022 Municipal Election.

**Whereas** section 88.37 of the *Municipal Elections Act, 1996*, as amended requires the Council of a municipality to establish a Compliance Audit Committee before October 1st in an election year to deal with matters regarding election campaign finances and contributions;

**And Whereas** the Council of the Corporation of the Municipality of West Elgin established the Elgin Election Joint Compliance Audit Committee for the 2022 Municipal Election and adopted its Terms of Reference by By-law 2022-34 on May 26, 2022.

**And Whereas** it is now deemed necessary to appoint members to the Elgin Election Joint Compliance Audit Committee for the 2022 Municipal Election;

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

1. That the following individuals be appointed to the Elgin Election Joint Compliance Audit Committee for the term November 15, 2022 to November 14, 2026:
  - Christene Scrimgeour
  - Andrew Wright
  - Daniel Ross
  - Dr. Zachary Spicer.
2. THAT this By-law shall come into force and take effect on the final passing thereof.

Read a first, second, and third time and finally passed this 21<sup>st</sup> day of July, 2022.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk





# MUNICIPALITY OF **West Elgin**

## **The Corporation of the Municipality of West Elgin**

### **By-Law No. 2022-52**

#### **A By-law to Authorize the Execution of a Site Plan Agreement for the Property at 177 Victoria Street, Rodney.**

**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** pursuant to Subsection 7(c) of Section 41 of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, a municipality can enter into an agreement respecting the development of lands under site plan control; and

**Whereas** it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Falkins Properties Inc. for purposes of site plan control; 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 Falkins Properties Inc, in the form of an agreement titled Site Plan Agreement – Falkins Properties Inc. (Formerly Rodney Legion), 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 August 11, 2022.

Read a first, second, and third time and passed this 11<sup>th</sup> day of August, 2022.

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Duncan McPhail  
Mayor

---

Jana Nethercott  
Clerk



MUNICIPALITY OF  
**West Elgin**

**Site Plan Agreement – FALKINS PROPERTIES INC. (FORMER RODNEY LEGION)**

**This Agreement** made in triplicate this 11<sup>th</sup> day of August, 2022

-BETWEEN-

**Falkins Properties Inc.**

hereinafter called the “**Owner**”

-AND-

**The Corporation of the Municipality Of West Elgin**

hereinafter called the “**Municipality**”

**Whereas** the Owner represents that they are the registered owner of those lands and premises in the former Township of Aldborough, now in the Municipality of West Elgin, in the County of Elgin and outlined in heavy solid lines on Schedule “A” attached hereto and forming part of this Agreement (hereinafter called the “parcel”);

**And Whereas** the Owner proposes to construct a multi-unit residential development in accordance with the Site Plan prepared by Y.C. Liu Engineering, Chatham, Ontario dated May 24, 2022 in the Revisions Chart including SP-1 to 4, inclusive (hereinafter called the “plans”) attached hereto as Schedule “B”;

**And Whereas** the Municipality is agreeable to the use and development of the parcel as shown on the site plan on the condition that the Owner enters into an agreement with the Municipality on certain specified terms;

**And Whereas** the parcel is zoned for the purposes proposed by the Owner;

**And Whereas** the parcel lies within an area of site plan control;

**And Whereas** within an area of site plan control, the Municipality, pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, has the authority to approve plans and drawings respecting development, to require certain dedications or improvements to the satisfaction of, and at no expense to, the Municipality, and further to enter into this Agreement with the Owner;

**Now Therefore This Agreement Witnesseth** that in consideration of the sum of ONE DOLLAR (\$1.00) of lawful money of Canada now paid by the Municipality to the Owner, the Owner covenants and agrees with the Municipality to do and perform at their own expense the following:

The following Schedules, acting as a legal description of the Land affected by this Agreement, the plans required by the Municipality pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended, and specifics of the services being provided are hereby declared to form part of this Agreement, comprise the Development, and are attached to this Agreement:

Schedule	Description
Schedule A	Location Map
Schedule B	Approved Site Plan (May 24, 2022)
Schedule C	Landscape Plan
Schedule D	Photometric Plan
Schedule E	Functional Servicing & SWM (+ Appendix A)

The attached Schedules are hereby approved by the Municipality subject to the following conditions:

- The following works or matters will be provided by the Owner to the Municipality’s satisfaction and at no expense to the Municipality.
- The Owner agrees that the Development will be completed in accordance with the attached Schedules. Any item not clearly included within the Schedules or included within this Agreement is deemed prohibited and shall only be permitted by means of an amendment to this Agreement.

1. **Entrance:** The Owner agrees to construct a new entrance to the requirements and standards of the road authority and to pave the entrances with asphalt between the front lot line and the traveled portion of Victoria Street and Jane Street as shown on the site plan to the satisfaction and approval of the road authority. Entrance widths shall not exceed 9m. The Owner agrees to provide entrance and exit ramps and any associated culverts within the Municipal Road allowance as shown in Schedule ‘E’.

The Owner agrees to obtain all required permits from the related regulatory and approval authorities prior to installation and shall install the related works in accordance with all specifications provided by the regulatory and approval authorities.

2. **Driveways and Parking Areas:** The Owner agrees that all driveways and parking areas shall be constructed and surfaced with asphalt as shown on Schedule “B” to the satisfaction of the Municipality. The Owner further agrees that the driveways and parking areas shall be maintained in a good and tidy condition, be well drained and level and free of dust, ruts and depressions and cleared of snow during the winter season.

3. **Walkways and Sidewalks:** The Owner agrees that all internal walkways and sidewalks as shown on Schedule 'B' shall be hard surface materials such as concrete, asphalt pavement or interlocking brick and be AODA compliant.
4. **Exterior Lighting:** The Owner agrees that all exterior lighting of the parcel, including lighting affixed to any building, shall be full cut-off, dark sky compliant, oriented and its intensity controlled so as to prevent glare onto adjacent properties and roads to the satisfaction of the Municipality. All exterior lighting shall be directed away from adjacent properties. Acceptable lighting will be provided to ensure the safety and security of the Public and the Development.
5. **Signage:** The Owner agrees that the location, design and installation of free-standing signage shall be to the satisfaction of the Municipality. Signs shall be permitted subject to all Municipal and/or County regulations, permits and conventions.
6. **Fire Services and Routes:** The Owner agrees that all fire routes shall have a minimum width of 6 meters and shall be constructed such that they can accommodate and support firefighting equipment weighing fifteen (15) tonnes during all weather conditions.
7. **Fire Hydrants:** The Owner agrees that the maintenance of all fire hydrants and connections on private property as shown in Schedule 'B' shall be the responsibility of the Owner and maintenance shall be performed to the Municipality's satisfaction. The location and installation of all required fire hydrants shall be approved by the Municipality.

All required fire hydrants will be supplied and installed at the Owner's expense to the satisfaction of the Municipality. The aforementioned fire hydrants shall be maintained by the Owner at the Owner's sole expense.

8. **Site Services and Drainage:** The Owner agrees to the following specific to servicing and drainage:
  - Surface drainage shall be accommodated on site. The rate of post-development surface run-off directed towards adjacent properties and road allowances shall not exceed pre-development run-off rates.
  - The site shall adequately drain to the Municipality's satisfaction and in accordance with the Schedule '?' such that the flow of water resulting from any grading and drainage facilities does not create erosion issues nor does it aggravate existing issues on the site or adjacent lands. The flow of water shall not create a drainage issue on the site or adjacent lands.
  - The site grading shall comply with all elevations noted on the grading plan(s) as included within Schedule 'E'.
  - Sediment and erosion control measures will be implemented, monitored and maintained throughout construction to the Municipality's satisfaction.
  - The Owner shall indemnify and hold the Municipality harmless from any liability



regarding excess run-off during or as a result of the Development and works and matters described within this Agreement.

- Any and all required extensions or expansions to storm, sanitary or water systems on the site shall be installed at the sole expense of the Owner to the Municipality's satisfaction.
- Sanitary sewers shall be constructed with necessary appurtenances and services connected to said sanitary sewers. Sanitary sewers shall be constructed to connect to existing sanitary sewer systems. All works shall be completed in accordance with the approved Schedule and to the Municipality's satisfaction. Inspection manholes will be installed where required by the Municipality and the Owner shall maintain the system in accordance with the Municipality's direction, at the Owner's sole expense.
- The Owner shall provide the Municipality, as required, a stormwater management plan which shall be approved by the Municipality, County and third-party peer reviewer. The owner shall, in accordance with the stormwater management plan, and to the Municipality's satisfaction and approval:
  - Stormwater shall be disposed of in accordance with the terms and conditions of an Environmental Compliance Approval as issued by the Ministry of the Environment, Conservation and Parks, as applicable or in accordance with Conservation Authority requirements.
  - The Owner is responsible for the provision, construction, maintenance and liability associated with the stormwater management facility located on the site.
  - Supply and install storm sewers and appurtenances, catchbasins and leads in accordance with the approved drawings and stormwater management plan with sufficient capacity to drain the site and adjacent lands and to provide connections for future storm infrastructure as required by the Municipality.
  - Provide easements across the site or adjacent lands for drainage infrastructure that may be required to provide an approved stormwater outlet and protect any natural watercourses, as applicable.

9. **Protect and Restore Streets:** The Owner agrees that the protection of existing streets affected by the construction of this project are the Owner's responsibility and the Owner shall restore such streets to their pre-construction condition to the Municipality's satisfaction.

10. **Site and Road Maintenance:** The Owner agrees to keep the site clean and secure during construction, while ensuring dust is kept to a minimum and all roads adjacent to and within the vicinity of the Development are kept clean of mud and debris.

11. **Landscaping:** The Owner agrees that the Development shall be graded and landscaped in accordance with the grading plan included within the approved Schedules. All trees

and miscellaneous landscaping features will be maintained by the Owner such that interference with vehicular traffic, including through areas designated as fire routes is eliminated at all times.

12. **Building Code:** The Owner agrees that compliance with the most current version of the Ontario Building Code and regulations thereunder is mandatory.
13. **Site Plan and As-Built Drawings:** The Owner agrees to provide the Municipality with as-built drawings of all service installations and connections, meter pits, infrastructure installed within the road allowance to be assumed by the Municipality, as well as as-built site plans, in both electronic (PDF and CAD) and paper formats within sixty (60) days of construction completion.
14. **Solid Waste Storage:** The Owners agree that any outdoor waste materials or recyclable storage containers shall be restricted to rear of the building or as shown on the approved site plan within an enclosed lockable refuse bin or enclosure intended specifically for such purpose as shown on Schedule "B".
15. **Incidental Matters:** All incidental matters, which may or may not be shown on the site plan including the re-location of utilities, pipes, poles, valves and equipment; the re-setting of drains and manholes; and all things required by this Agreement or by the Municipality shall be carried out by the Owner at their sole risk and expense, provided all work is to be done to the satisfaction of the Municipality and/or the permission and satisfaction of the respective utility company or agency as the case may be.
16. **Completion of Works:** Except as may be indicated otherwise by paragraph 19, the facilities and matters required by paragraph 1 to paragraph 18 inclusive shall be completed within a period of two (2) years of the date of the issuance of a building permit and all such work shall be undertaken and completed to the satisfaction of the Municipality.
17. **Maintenance of Works:** The facilities and matters required by paragraph 1 to paragraph 18 inclusive shall be provided and maintained by the Owners from time to time at their sole risk and expense and to the satisfaction of the Municipality and in default thereof, in addition to any other remedies which may be available to the Municipality, the provisions of the Municipal Act shall apply for the purposes of securing rectification of the default. The Owners further covenant and agree that the parcel shall, at all times, be kept tidy and free of weeds, refuse and debris.
18. **Legibility of the Plans:** Where the legibility of the schedules attached hereto or any information or rendering contained thereon is in question or in dispute, the corresponding full-sized plans filed in the office of the Municipality shall be deemed to be the plans for which, in conjunction with this Agreement, use and development of the parcel shall be in

accordance with.

19. **Work According to Plans**: The Owner agrees not to change or revise the site plan or deviate from construction in accordance therewith without the prior written approval of the Municipality.
20. **Right of Entry**: The Municipality or any of its officers, employees or agents may, from time to time and upon producing proper identification, enter upon the parcel and any building(s) erected thereon for the purpose of inspecting the facilities, services, works and matters to be provided, constructed or installed, and maintained by the Owner under this Agreement. The Municipality, its officers, employees and agents shall not be liable to the Owner or any occupant of the parcel and premises for any losses or damages of any kind whatsoever arising, in any way, from entry for such purposes.
21. **Remedy**: The Owners agree that if they do not complete the construction within two (2) years of the date of the issuance of a building permit, this Agreement may be reviewed by the Municipality and amended as necessary in light of the policies, procedures, regulations and guidelines existing at that time including the right of the Municipality to enter upon and to restore the parcel to its original condition and recover the costs thereof by action or in like manner as taxes.
22. **Indemnity**: The Owners shall, at all times, indemnify and save harmless the Municipality of and from all losses, costs and damages which the Municipality may suffer, be at or be put to, for or by reason of, or on account of construction, servicing, plantings and any other improvements required or permitted by this Agreement and such indemnity shall constitute a first lien and charge upon the parcel.
23. **Application of Municipal By-laws**: Notwithstanding any of the provisions of this Agreement, the Owners shall be subject to all by-laws of the Municipality.
24. **Registration**: The Owners shall register, or cause to be registered, this Agreement against the title to the parcel in the Land Titles Division of Elgin (No. 11) immediately after execution to the extent and purpose that this Agreement and all of the Owners covenants herein shall run with the land, and the Owners shall forthwith advise the Municipality of the particulars of registration thereof.
25. **Agreement Binding**: The covenants, agreements, conditions and understandings herein contained on the part of the Owners shall run with the parcel and shall be binding upon them and upon their successors and assigns as Owners and occupiers of the said parcel from time to time.

26. **Severability**: If any of the terms of this Agreement shall be found to be “ultra vires” the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement shall, with the necessary changes, be and remain in full force and effect.

27. **Owner’s Title**: The Owners represent and warrant to the Municipality that at the date of this Agreement and at the date of the registration of this Agreement upon title, the Owners are the owner in fee simple of the parcel free from all liens and encumbrances; and the Owners shall cause to be delivered to the Municipality an opinion by a solicitor authorized to practice in Ontario to this effect after and as of the registration of this Agreement upon the title to the parcel.

The said opinion shall be addressed to the Municipality in consideration of a fee of One Dollar (\$1.00) payable to the solicitor rendering same. If there are any outstanding encumbrances, liens or mortgages, the Owners shall obtain and register a discharge of same or, in the alternative; the Owners shall obtain and register agreements postponing the interest of the lienholder, encumbrancer or mortgagee to the interests of the Municipality. Such postponement agreements to confirm that the lienholder, encumbrancer or mortgagee agrees that in the event the parcel becomes vested in him, the lienholder, encumbrancer or mortgagee shall be required to comply with the terms of this Agreement to the same extent as if he had joined herein as Owner.

28. **Recovery of Municipality’s Costs**: The Owner agrees to the use of the deposit currently with the Municipality, of Ten Thousand Dollars (\$10,000.00) to reimburse the Municipality for its costs incurred for engineering, planning, legal and surveying services and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given hereunder. If the total monies deposited are insufficient, the Owner shall reimburse the Municipality for such actual costs, from time to time, as and when requested by the Municipality; and if these monies exceed the actual costs, the Municipality shall refund to the Owner such excess, without interest, upon completion of the works.



29. **Professional Engineer:** The Owner agrees that their Engineer licensed in the Province of Ontario, shall inspect and certify to the Municipality that all internal and external services, grading, and stormwater management infrastructure have been constructed in accordance with the approved engineering drawings as included within the Schedules of this agreement, prior to the reduction of any site plan deposit or security filed with the Municipality. The deposit or certificate(s) shall be in a form acceptable to the Municipality. The Municipality may, upon pre-qualification of such, accept the use of other qualified professionals for certain components of the design, inspection and certification process.
30. **Notice:** Any notice by the Municipality to the Owners shall be effectually given by personal service upon or by first class registered mail to the Owners of the land at the address shown on the last returned assessment roll as updated from time to time as to any change in Ownership received in writing by the Municipality, and every such notice shall be deemed to be given upon the day it was personally served and so mailed.

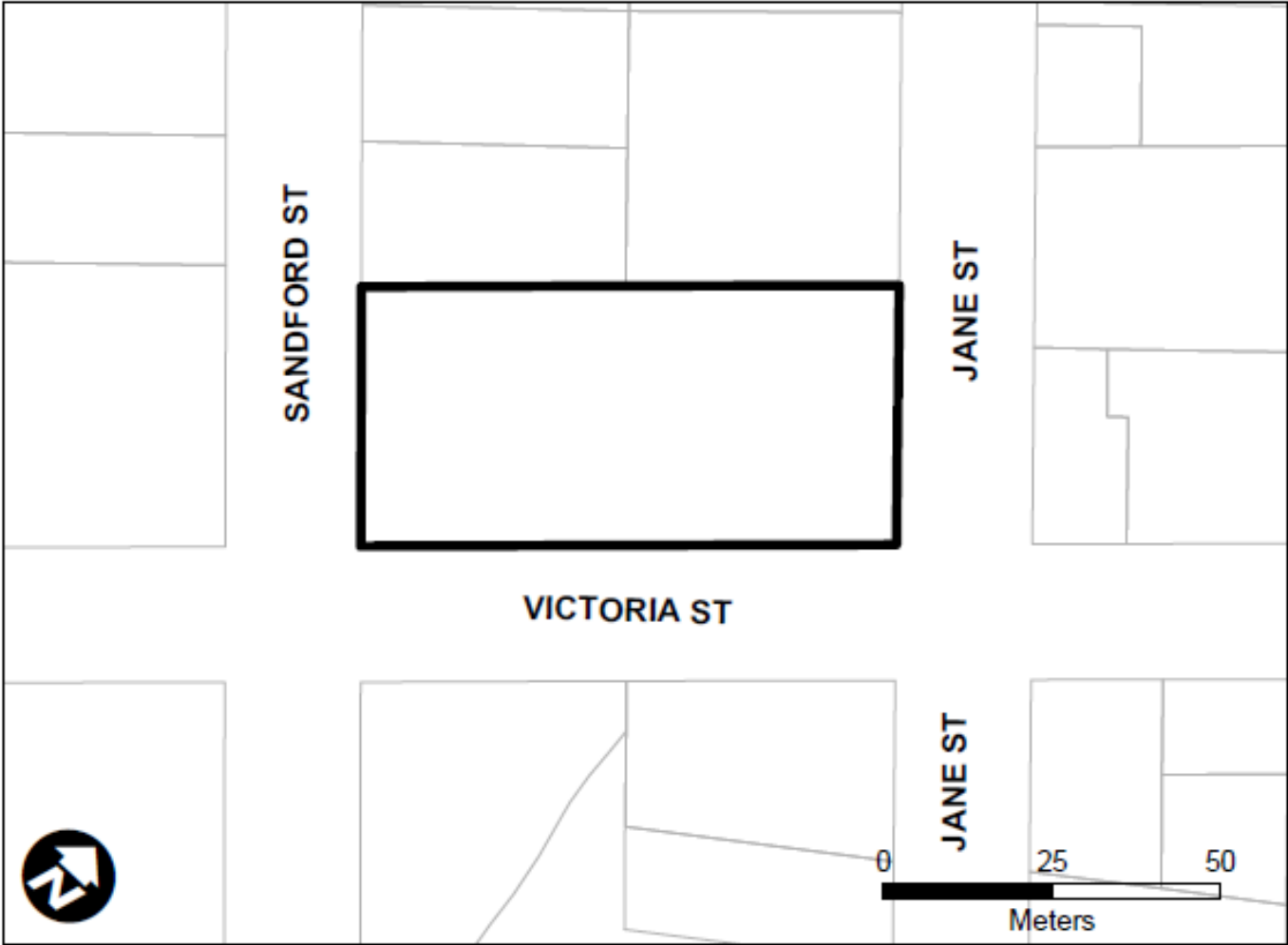
**In Witness Whereof** the parties hereto have hereunto affixed their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

<b>Signed, sealed and delivered in the presence of:</b>	)	<b>Falkins Properties Inc.</b>
	)	
	)	
	)	
	)	<b>per: Dean Falkins</b>
	)	
	)	
	)	
	)	<b>The Corporation of the Municipality of West Elgin</b>

<b>As authorized by By-law No.XXXX passed this 11<sup>th</sup> day of August, 2022</b>	<b>per: Duncan McPhail, Mayor</b>
	<b>per: Jana Nethercott, Clerk</b>

Schedule "A"

**SCHEDULE "A"**  
**LEGAL DESCRIPTION OF THE PARCEL**  
**Lots 7 to 10, Blk G, Plan 154 (177 Victoria Street)**  
**Municipality of West Elgin**



THIS IS SCHEDULE "A" TO THE AGREEMENT DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

**BETWEEN FALKINS PROPERTIES INC.**  
**AND**  
**THE MUNICIPALITY OF WEST ELGIN**  
**FALKINS PROPERTIES INC.**

Per: \_\_\_\_\_  
Dean Falkins - President

**THE MUNICIPALITY OF WEST ELGIN**  
Per: \_\_\_\_\_  
Mayor - Duncan McPhail

Per: \_\_\_\_\_  
Clerk - Jana Nethercott

## Site Plan











## Landscape Plan









## Photometric Plan



## Schedule "E"

### Servicing Plan



39 McNaughton Ave. W., Chatham, Ontario Canada, N7L 1R2

Bus: 519-351-9612 - Fax: 519-351-5526

May 24, 2022

File No:21-180

**Ms. Heather James,**  
**Land Use Planner,**  
**Municipality of West Elgin**  
22413 Hoskins Line,  
Rodney, Ontario  
N0L 2C0

**RE: Site Servicing Review for Redevelopment of 177 Victoria Street, Rodney Ontario.**

Dear Sir,

This is to confirm that an Infrastructure and Servicing review has been completed for the above-mentioned site to compare the water, sanitary and storm servicing requirements of the existing Assembly Hall Use to the proposed redevelopment of the site to Residential Apartment Use.

The subject property is currently fully developed with an existing building which was previously used as the Royal Canadian Legion Branch 525 and an asphalt parking lot. The proposed changes to the property are to convert the existing building into 12 dwelling units and construct a new building addition with an additional 6 dwelling units and a common area.

The site is currently fully serviced with a municipal water service, municipal sanitary service and a municipal stormwater service. Below is a summary of the existing services and proposed changes to the site servicing requirements.

#### **Water Service**

After reviewing the Municipal servicing drawings for the Village of Rodney, there appears to be 3 municipal watermain abutting the subject property available for potable water supply. A 150mm municipal watermain runs along the West side of Jane Street, a 150mm municipal watermain runs along the West side of Sanford Street and a 200mm municipal watermain runs along the South side of Victoria Street.

The existing building is currently serviced with a 25 mm (1") water service connection to the 150mm watermain on Sanford Street. The existing water service is not sufficiently sized for the proposed change of use. It is recommended that the existing 25mm service connection to the Sanford Street watermain be decommissioned. The existing service should be cut and capped at the watermain.

Through discussions with municipal staff, it is recommended that a new 50mm water service be connected to the 200mm watermain on Victoria Street. A new meter pit will be installed at the property line with a curb stop and 1 water meter for the entire building.

**Sanitary Service**

The existing building is serviced with a 125mm (5") sanitary service stubbed from the sanitary sewer on Victoria Street to the property line. An existing 100mm (4") sanitary pipe connects from the building to the service stub. The service stub appears to be at a slope greater than 1.0%. The existing sanitary service was camera inspected and appears to be in good condition. The existing 100mm sanitary pipe will be removed and replaced with a 125mm (5") sanitary pipe at a minimum of 2.0% slope.

The previous use of the existing building was an Assembly Use, with Kitchen/Food Services. The existing building previously had a maximum occupancy of 688. Based on a review of Table 8.2.1.3.B of the Ontario Building Code, the previous use of the existing building accounted for 24,768 Litres of daily design sanitary sewage flow.

The proposed changes to the site would result in 18 new residential dwelling units with a maximum of 3 occupants per unit. Based on Table 8.2.1.3.A of the Ontario Building Code, the proposed new building use would require 14,850 Litres of daily design sanitary sewage flow. Below is a summary of the total daily design sanitary sewage flow as per table 8.2.1.3.A. of the Ontario Building Code:

Table 8.2.1.3.A – Residential Occupancy		
1. Apartments – Per Person	275L	Max. 3 Occupants = 275L x 3 Occupants x 18 Units = 14,850L

The proposed changes will result in a reduced daily design sanitary sewage flow which outlets to the municipal sanitary sewers. Therefore, the municipal sanitary sewers should have sufficient capacity for the proposed changes to the sanitary sewage flows from the property.

Below is a summary of the Hydraulic Loads for fixtures as per Table 7.4.9.3 of the Ontario Building Code:

Table 7.4.9.3		
Fixture	Quantity Per Dwelling	Hydraulic Load (Fixture Units)
Bathroom Group (Lavatory, Water Closter & Bathtub)	1	6 (with flush tank)
Clothes Washer	1	1.5
Floor Drain		2
Sink	1	1.5
Total Dwelling Unit Fixtures		11 Fixture Units Per Dwelling = 11 x 18 Dwellings = 198 Fixture Units
Common Room Fixtures		
Water Closet	3	4 = 12 Fixture Units
Sink	3	1.5 = 4.5 Fixture Units
Floor Drain	3	2 = 6 Fixture Units
		= 22.5 Fixture Units
	TOTAL FIXTURE UNITS	= 198 + 22.5 = 220.5 Fixture Units

Based on a Table 7.4.10.8 of the Ontario Building Code, the existing 125mm sanitary service pipe at 1.1% slope (existing service stub) has capacity to convey 390 Fixture Units of Hydraulic Load. The proposed renovation of the building would result in approximately 220.5 Fixture Units of Hydraulic Load. Horizontal sanitary drainage pipes shall be designed to carry no more than 65% of its full capacity. The proposed sanitary flows from the building would use 57% capacity of the proposed outlet pipe and therefore the existing sanitary service stub is sufficiently sized.



### **Stormwater Quantity**

The subject property is currently entirely developed with a 596.5 sq.m. building and 2,046.5 sq.m. asphalt parking lot facility. The property currently has 82% of impervious surfaces and 18% permeable surfaces. The majority of the property currently drains overland to the municipal boulevard into the municipal roadside catch basins. There are 2 existing private catchbasins which collect stormwater from the asphalt parking lot and outlet stormwater to the municipal storm sewers through a 150mm storm pipe with no restriction. The 2 existing catchbasins and outlet pipes will be removed from the site.

The proposed development will result in 61% of impervious surfaces and 39% of permeable surfaces. This results in a decrease in stormwater run-off from the property. Through conversations with the municipal staff, it was determined that a drainage plan for the development to drain the property and treat storm water quality would be required.

The Wismer Drain, a closed municipal storm drain runs through the property from the North-East corner of the property to the open municipal storm drain on the south side of Victoria Street. A 7.5m maintenance corridor from the centreline of the Wismer Drain is required on each side of the pipe.

The lot will be serviced with 3 new catch basins and which will collect stormwater and direct it to a new outlet pipe connected to the Wismer drain.

### **Stormwater Quality**

The existing development had no water quality control. The proposed stormwater system will increase the quality of the water that exits the site.

All new catchbasins will be equipped with 600mm deep sump pits. These sumps will collect sediment that has been washed off the surface of the surrounding asphalt area on site. It is the responsibility of the owner to maintain all catchbasins and manholes on-site with respect to sediment. The 600mm deep sumps should be maintained on at least a by-annual basis to prevent clogging and blockage of the pipes. These sumps should also be inspected after all major storm events to ensure maintenance is not required. This maintenance is the responsibility of the property owner.

An inverted 'T' will also be installed on the outlet of the last catchbasin. This inverted 'T' will help prevent floating sediment and oils from entering the municipal storm service. A cap shall be installed on top of the invert 'T' to allow for maintenance of the outlet pipe.

The use of the above mentioned inverted 'T' and the 600mm deep sumps would greatly increase the overall quality of the water traveling off the site through the stormwater drains.

If any questions are to arise from this Infrastructure and Servicing Report, please do not hesitate to contact our office at your convenience.

Respectfully Submitted,



**Chet Liu, P.Eng.**  
**Project Engineer**  
**Y.C. LIU ENGINEERING**



Included – Appendix 'A' Stormwater Management Calculations

**APPENDIX ‘A’ – STORMWATER MANAGEMENT CALCUATIONS**

**TABLE 1 - IDF CURVE DATA -MTO AES DATA FOR RODNEY**

**MTO AES DATA (2010)**

Using the equation:  $R=aT^b$

Return Period	Coefficients	
	a	b
2-Yr	23.7	-0.699
5-Yr	31.2	-0.699
10-Yr	36.2	-0.699
25-Yr	42.4	-0.699
50-Yr	47.1	-0.699
100-YR	51.7	-0.699

Time (min)	Time (T) (hrs)	Rainfall Intensity (R ) (mm/hr)					
		2-Yr	5-Yr	10-Yr	25-Yr	50-Yr	100-Yr
5	0.08	134.6	177.2	205.6	240.8	267.5	293.7
10	0.17	82.9	109.2	126.7	148.4	164.8	180.9
15	0.25	62.5	82.2	95.4	111.7	124.1	136.2
20	0.33	51.1	67.2	78.0	91.4	101.5	111.4
30	0.50	38.5	50.6	58.8	68.8	76.5	83.9
35	0.58	34.5	45.5	52.8	61.8	68.7	75.4
40	0.67	31.5	41.4	48.1	56.3	62.5	68.6
45	0.75	29.0	38.1	44.3	51.8	57.6	63.2
50	0.83	26.9	35.4	41.1	48.2	53.5	58.7
55	0.92	25.2	33.2	38.5	45.1	50.1	54.9
60	1	23.7	31.2	36.2	42.4	47.1	51.7



TABLE 2 : C- Factor Weighting and Areas

<b>PRE-DEVELOPMENT (Existing Conditions)</b>		
Grass Area (A <sub>g1</sub> ):	595	m <sup>2</sup>
Grass Runoff Coefficient (C <sub>g</sub> ):	0.2	unitless
Impervious (ie.Asphalt,Building,Concrete) Area (A <sub>il</sub> ) including half of the open paved section of Church Street:	2643	m <sup>2</sup>
Impervious Runoff Coefficient (C <sub>i</sub> ):	0.90	unitless
Gravel Area (A <sub>gr1</sub> ):	0	m <sup>2</sup>
Gravel Runoff Coefficient (C <sub>gr</sub> ):	0.70	unitless
Weighted Runoff Coefficient (C1):	$C_1 = (A_{g1} * C_g + A_{gr1} * C_{gr} + A_{il} * C_i) / (A_{g1} + A_{gr1} + A_{il})$	0.77 unitless
Total Area (m <sup>2</sup> ):	3238	m <sup>2</sup>
Total Area (ha):	0.32	ha
<b>POST-DEVELOPMENT</b>		
Grass Area (A <sub>g1</sub> ):	1263	m <sup>2</sup>
Grass Runoff Coefficient (C <sub>g</sub> ):	0.2	unitless
Impervious (ie.Asphalt,Building,Concrete) Area (A <sub>il</sub> ):	1975	m <sup>2</sup>
Impervious Runoff Coefficient (C <sub>i</sub> ):	0.90	unitless
Gravel Area (A <sub>gr1</sub> ):	0	m <sup>2</sup>
Gravel Runoff Coefficient (C <sub>gr</sub> ):	0.70	unitless
Weighted Runoff Coefficient (C1):	$C_1 = (A_{g1} * C_g + A_{gr1} * C_{gr} + A_{il} * C_i) / (A_{g1} + A_{gr1} + A_{il})$	0.63 unitless
Total Area (m <sup>2</sup> ):	3238	m <sup>2</sup>
Total Area (ha):	0.32	ha

TABLE 3 - PREDEVELOPMENT FLOW REQUIREMENTS (2-YR)

Using the 2-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.77)

Runoff Coefficient = 0.77

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	135	0.2464	92.21
10	83	0.2464	56.80
15	62	0.2464	42.78
20	51	0.2464	34.99
25	44	0.2464	29.94
30	38	0.2464	26.35
35	35	0.2464	23.66
37	33	0.2464	22.76
40	31	0.2464	21.55
45	29	0.2464	19.85
50	27	0.2464	18.44
55	25	0.2464	17.25
60	24	0.2464	16.23
65	22	0.2464	15.35
70	21	0.2464	14.58
75	20	0.2464	13.89
80	19	0.2464	13.28
85	19	0.2464	12.73

POST-DEVELOPMENT FLOW (2-YR)

Using the 2-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.63)

Runoff Coefficient = 0.63

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	135	0.2016	75.45
10	83	0.2016	46.47
15	62	0.2016	35.00
20	51	0.2016	28.63
25	44	0.2016	24.49
30	38	0.2016	21.56
35	35	0.2016	19.36
37	33	0.2016	18.62
40	31	0.2016	17.63
45	29	0.2016	16.24
50	27	0.2016	15.09
55	25	0.2016	14.12
60	24	0.2016	13.28
65	22	0.2016	12.56
70	21	0.2016	11.93
75	20	0.2016	11.36
80	19	0.2016	10.86
85	19	0.2016	10.41

TABLE 4 - PREDEVELOPMENT FLOW REQUIREMENTS (100-YR)

Using the 100-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.77) Runoff Coefficient = 0.77

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	294	0.2464	201.15
10	181	0.2464	123.91
15	136	0.2464	93.33
20	111	0.2464	76.33
25	95	0.2464	65.30
30	84	0.2464	57.49
35	75	0.2464	51.62
37	72	0.2464	49.65
40	69	0.2464	47.02
45	63	0.2464	43.30
50	59	0.2464	40.23
55	55	0.2464	37.63
60	52	0.2464	35.41
65	49	0.2464	33.49
70	46	0.2464	31.80
75	44	0.2464	30.30
80	42	0.2464	28.96
85	41	0.2464	27.76

POST-DEVELOPMENT FLOW (100-YR)

Using the 100-year MTO AES Data for Rodney

COMPOSITE AREA - PRE DEVELOPMENT (C =0.63) Runoff Coefficient = 0.63

DURATION (min.)	INTENSITY (mm/hr)	QPRE A x C (COMPOSITE) (ha)	QPRE A x C x I (L/s)
5	294	0.2016	164.58
10	181	0.2016	101.38
15	136	0.2016	76.36
20	111	0.2016	62.45
25	95	0.2016	53.43
30	84	0.2016	47.04
35	75	0.2016	42.23
37	72	0.2016	40.62
40	69	0.2016	38.47
45	63	0.2016	35.43
50	59	0.2016	32.91
55	55	0.2016	30.79
60	52	0.2016	28.98
65	49	0.2016	27.40
70	46	0.2016	26.02
75	44	0.2016	24.79
80	42	0.2016	23.70
85	41	0.2016	22.71

TABLE 5 : PIPE SIZING AND DESIGN

Manhole/Downspout		Area		"C"	AC		Tc	2-Year	Peak	Dia.	Pipe		Cap.	%	Velocity
From	To	Incr.			Incr.	Cumm.		Intensity	Flow		Slope	Length		Capacity	Full Flow
		m <sup>2</sup>	hectares					mm/hr.	L/s		%	m		L/s	m/s
DS NORTH (EX. BLD)	C.O.3a	298.3	0.03	0.9	0.027	0.03	15.00	62.5	4.66	150.00	0.50	24.00	11.7	39.9	0.66
DS NORTH (NEW BLD)	C.O.2a	182.0	0.02	0.9	0.016	0.04	15.00	62.5	7.51	150.00	0.50	30.00	11.7	64.2	0.66
NEW CB3	New MH2	247.0	0.02	0.5	0.012	0.04	15.00	62.5	6.81	200.00	0.50	18.00	11.7	58.2	0.37
New MH2	C.o.2a	0.0	0.00	0	0.000	0.04	15.00	62.5	6.81	200.00	0.50	17.00	11.7	58.2	0.37
C.O.2a	C.O.1a	0.0	0.00	0	0.000	0.08	15.00	62.5	14.32	200.00	0.50	13.00	25.1	57.1	0.80
DS SOUTH (NEW BLD)	C.O.1a	222.0	0.02	0.9	0.020	0.02	15.00	62.5	3.47	150.00	0.50	23.00	11.7	29.7	0.66
C.O.1a	New CB2	0.0	0.00	0	0.000	0.10	15.00	62.5	17.79	200.00	0.50	13.00	25.1	70.9	0.80
								62.5							
DS SOUTH (EX. BLD)	New CB1	298.3	0.03	0.9	0.027	0.03	15.00	62.5	4.66	150.00	0.50	26.00	11.7	39.9	0.66
NEW CB1	New MH1	150.0	0.02	0.2	0.003	0.03	15.00	62.5	5.19	150.00	0.50	3.00	11.7	44.3	0.66
NEW MH1	New CB2	0.0	0.00	0	0.000	0.03	15.00	62.5	5.19	200.00	0.50	24.00	25.1	20.7	0.80
NEW CB2	New MH3	958.0	0.10	0.9	0.086	0.22	15.00	62.5	37.96	200.00	2.00	3.00	50.2	75.6	1.60
NEW MH3	OUTLET	0.0	0.00	0	0.000	0.22	15.00	62.5	37.96	200.00	2.00	2.00	50.2	75.6	1.60

Manning's Formula for Outlet Pipe Size:

Diameter:	0.200 m	0.200 m	0.150 m
Slope:	2.000 %	0.500 %	0.500 %
Mannings "n" (SDR35-PVC):	0.012 unitless	0.012 unitless	0.012 unitless
X-sectional Area (A):	0.031 m <sup>2</sup>	0.031 m <sup>2</sup>	0.018 m <sup>2</sup>
Wetted Perimeter (P):	0.628 m	0.628 m	0.471 m
Hydraulic Radius (R):	0.050 m	0.050 m	0.038 m
Flow Capacity (Q=1/nA(R^0.667)(S^0.5)):	0.050 m <sup>3</sup> /s	0.025 m <sup>3</sup> /s	0.012 m <sup>3</sup> /s
Flow Capacity:	50.2 L/s	25.1 L/s	11.7 L/s



# MUNICIPALITY OF **West Elgin**

## **The Corporation of the Municipality of West Elgin**

### **By-Law No. 2022-53**

#### **A By-law to Authorize the Execution of an Agreement between Tenet Security Group Incorporated and The Corporation of the Municipality of West Elgin**

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

**Whereas** it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Tenet Security Group Incorporated for the purposes of providing Municipal By-Law Enforcement Services to the Corporation of the Municipality of West Elgin; 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 Tenet Security Group Incorporated in the form of an agreement identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on August 11, 2022.

Read a first, second, and third time and passed this 11<sup>th</sup> day of August, 2022.

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Duncan McPhail  
Mayor

---

Jana Nethercott  
Clerk



## **SCHEDULE A TO By-Law 2022-53**

AGREEMENT made this \_\_\_\_ day of August, 2022.

BETWEEN:

Tenet Security Group Incorporated,  
(Hereinafter the “**Contractor**”)

and

The Municipality of West Elgin,  
(Hereinafter the “**Municipality**”)

WHEREAS the Council of Municipality deems it expedient to enter into a contract to provide services for the enforcement of municipal by-laws and provincial offences;

AND WHEREAS both parties hereby mutually covenant and agree that all services and supplies provided to the Municipality by the Contractor, shall be on the following terms and conditions;

NOW THEREFORE be it enacted as follows:

### **ARTICLE 1 - INTERPRETATION**

#### **1. Definitions**

In this Agreement:

- a) "CAO" means the Chief Administrative Officer of the Municipality of West Elgin, or designate.
- b) "Agreement" means this agreement and all schedules which may be a part thereof.
- c) "Clerk" means the Clerk of the Municipality of West Elgin, or designate.

#### **2. Severability**

If any one or more clauses or paragraphs, or part or parts thereof, in this Agreement are illegal or unenforceable, it or they shall be considered separate and severable from this Agreement, and the remaining provisions shall remain in full force and effect and shall be binding upon the parties hereto as though the said clause or part/parts of clauses had never been included.

### **3. Number and Gender References**

Whenever a word imparting the singular number only is used in this Agreement, such word shall include the plural, and words imparting either gender or firms or corporations shall include the person or other gender and firms or corporations where applicable. Any reference to the terms of this Agreement shall, unless the context otherwise required, be deemed to include any renewals thereof.

### **4. Headings**

The headings appearing in this Agreement have been inserted as a matter of convenience, for reference only and in no way define, limit or enlarge the scope of meaning of this Agreement or of any provisions thereof.

### **5. Entire Agreement**

This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations and agreements, either written or oral. Changes, alterations, or modifications to this Agreement will be effective in stated in writing and signed by the parties hereto.

### **6. Representations**

Each party represents that it is authorized to enter into and perform this Agreement in all respects is in full compliance with all applicable federal legislation provincial statutes and/or regulations, and further represents that it is duly authorized hereunto.

## **ARTICLE II - TERMS**

### **7. Terms and Nature of Contract**

The Municipality hereby agrees to contract the services of the Contractor, who accepts such conditions, and agrees to serve the Municipality to provide services for the enforcement of by-laws, and any other legislation requested by the Municipality for a one-year term. The contract will commence on the execution date of this Agreement and subject to any changes to the scope of work and subject to the provisions of this Agreement and services required as outlined on Schedule 'A' and Schedule 'B' attached hereto.

The Municipality and the Contractor further agree that the Municipality has the option of one-year Agreement extensions after the Agreement term expires.

The Contractor will provide an averaging of 14 hours of service per calendar week at the discretion of the contractor, unless otherwise advised by the Municipality.

## **8. Compensation**

In consideration of the services to be performed by the Contractor hereunder and further described in Schedule 'A' attached hereto, the Contractor during the term of this Agreement shall be paid in accordance with rates set out in Schedule 'B' attached hereto, and subject to an increase of 2% for any extension awarded annually.

No municipal benefits will be paid to the Contractor or its employees. HST shall be paid in addition to the Contractor's remuneration set out in Schedule "B".

## **9. Termination Prior to Term**

This Agreement may be terminated prior to the end of the term specified herein with Sixty (60) days written notice by either party prior to the termination date, or in the following manner in the specified circumstance(s):

At any time by the Municipality for cause, including any material breach of the provisions of this Agreement, and without notice or pay in lieu thereof;

For the purposes hereof, "cause" shall include, but shall not in any way be limited to:

- The theft or fraud by the Contractor involving property of the Municipality;
- Action of gross moral turpitude or other criminal acts bringing the Municipality into disrepute;
- Intoxication of the Contractor, as determined by the Municipality, while providing services under the terms of this contract, or when representing the Municipality;
- Failure to maintain a valid driver's license; and,
- Failure to complete the required work to satisfaction and standard of performance acceptable to the Municipality.

## **10. Termination at End of Agreement**

On or before the thirtieth (30<sup>th</sup>) day prior to the Term of this Agreement expiring the Municipality shall advise whether it intends to extend this Agreement in accordance with section 7.

In the event that the Municipality does not advise the Contractor that it wishes to renew this Agreement, then this Agreement will terminate on the expiration date of this Agreement in accordance with section 7

The Contractor will not be entitled to any further notice, pay or remuneration whatsoever.

After the termination of this Agreement, the Contractor shall promptly return, without request from the Municipality information, materials and other property, which may be subsequently in Contractor's possession.

## **11. Reporting**

Unless otherwise designated, the Contractor will report directly to the CAO, Clerk, and/or any other designated person.

Unless extenuating circumstances dictate otherwise, the Contractor shall provide written reports within 72 hours of end of shift and/or call in.

## **12. Other Provisions**

The Municipality will provide the Contractor the following:

- administrative and operational forms/certificates, including office stationary, for the purposes of enforcement and prosecution;
- end-user access to any relevant software applications and information owned or managed by them for the purposes of aiding an investigation and incident documentation;
- postage for notices, orders and correspondence;
- a designated phone line extension to receive complaints (call forwarded to mobile phone); and,
- a municipal email account to assist with correspondence.

## **13. Notice**

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent prepaid registered mail as follows:

To:

Tenet Security Group, Ed Pimentel,  
President and Managing Director  
34 Hardy Court, Lucan, ON  
N0M 2J0

AND

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

AND, if sent by registered mail, shall be deemed to have been received on the fourth business day of uninterrupted postal service following the date of mailing. Either party

may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this Agreement.

#### **14. Disputes**

All disputes shall be settled in a timely manner between the Contractor and the Municipality.

**16. Independent Contractor** The parties hereby acknowledge that the Contractor shall, unless otherwise provided herein, supply all equipment, personnel and incur all expenses necessary to deliver the services set out in Schedule "A".

The Contractor shall deliver the said services as an independent contractor.

Agreement between the Municipality of West Elgin and Tenet Security Group Incorporated

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of August, 2022.

**THE Municipality Of West Elgin**

\_\_\_\_\_  
Mayor: Duncan McPhail

\_\_\_\_\_  
Clerk: Jana Nethercott

**TENET SECURITY GROUP**

\_\_\_\_\_  
President and Managing Director: Ed Pimentel



### **Schedule 'A'**

- The Contractor shall, upon receiving a request or direction from the Municipality, investigate/enforce all applicable municipal by-laws and/or provincial legislation as authorized by the Municipality;
- To work jointly with the Clerk to devise a service delivery model and coverage schedule which will include pertinent contact methods for service call requests;
- Uniformed response throughout the municipality including appropriate identification badge indicating they are representing the municipality;
- In consultation with the Clerk, the Contractor to arrange for any law enforcement back up when required for any by-law activities;
- As directed by the Municipality, provide coverage and/or presence at municipal events;
- As directed by the Clerk, patrol municipal property, including parkways, for the purposes of by-law compliance, to prevent crime and monitor for any acts of trespass and vandalism;
- Monthly Activity reports provided to the Clerk or designate regarding open files;
- In consultation with the Clerk, work with Ontario Provincial Police and any other agencies on municipal related matters and respond to any requests from the Ontario Provincial Police and other agencies in regard to municipal by-law matters;
- In consultation with the Clerk, assist in any emergency situations and co-operate with all local emergency services. This will include making the Contractor part of the municipality's emergency planning and part of it first/emergency response when needed;
- Take appropriate enforcement action including issuing tickets, Orders and Swearing of Information and other legal documents, prepare witness statements and conduct interviews and if necessary, give evidence in Court;
- Have a working knowledge of Part I, II and III of Provincial Notices and Provincial Crown briefs;
- Have a working knowledge of property court procedures, evidence procedures and Criminal Code of Canada matters. This shall include co-operating with the local courts for the Municipality;
- Work with Municipal appointed solicitor for any legal/court proceedings, as required
- The Contractor understands that enforcement may require evening and weekend shifts; Attend Council meetings when requested;
- The Contractor shall be responsible for properly trained and knowledgeable staff;

- The Contractor shall provide a Valid WSIB Certificate and proof of coverage for liability insurance in the amount of \$5,000,000.00 for carrying out all duties as provided for in this Agreement;
- Make recommendations to the Municipality about by-laws and municipal signage.
- To undertake a service based upon the Municipality's framework, and issue verbal and written warnings or charges as required;
- To also undertake an operational philosophy that focuses on community engagement and voluntary compliance, and offer alternative resolutions to formal charges whenever possible;
- Educate the public, whenever, possible, regarding municipal by-laws and the enforcement of such by-laws;
- Carry out any related duties as required and determined by the Municipality from time to time. Work closely with and under the jurisdiction of the CAO, Clerk and/or Senior Management;
- Provision of a patrol vehicle that is readily identifiable and a mountain bike to assist with patrolling parks and trails;
- Provision of a mobile phone and laptop to facilitate communications and by-law references.
- Maintain accurate records of complaints, logs and document occurrence reports
- Comply with all appropriate legislation and Municipal by-laws related to occupational health and safety
- Meet the requirements of the Customer Service Standard of the Accessibility for Ontarians with Disabilities Act, 2005
- Maintains a privacy procedure and complies with any requirement established by the municipality that is reasonably required to ensure that the municipality meets its obligations under the Municipal Freedom of Information and Protection of Privacy Act and will create, collect, receive, manage, access, use, retain and dispose of the Personal Information and the Records only to perform the work in accordance with the contract.

### **Schedule 'B'**

The Contractor shall be paid an hourly rate of \$70.00 per uniform member, not including HST. This rate is all-inclusive (use of patrol vehicle).

At the request of the Clerk, any work conducted on a statutory holiday shall be paid at time and a half.

When directed by the clerk, utilizing two bylaw officers with one patrol vehicle, the contractor shall be paid an hourly rate of \$120.00.

The Contractor will issue invoices for a two-week period and terms of the invoice will be upon receipt from the date of receipt of the invoice. Any invoices past due 30 days will have a 2% penalty surcharge.

The Contractor is not responsible for the cost of any specialized equipment that may be required for enforcement. Any such cost shall be billed to the Municipality as required with prior approval by the Municipality.



# MUNICIPALITY OF **West Elgin**

## **The Corporation of the Municipality of West Elgin**

### **By-Law No. 2022-54**

#### **A By-law to Authorize the Execution of an Agreement between the Municipality of West Elgin, Municipality of Dutton Dunwich, the Township of Southwold and the Township of Malahide**

**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 Municipality of Dutton Dunwich, Township of Southwold and the Township of Malahide for the purposes of shared costs of IT Support Service Provider; 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 Municipality of Dutton Dunwich, Township of Southwold and the Township of Malahide, 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 August 11, 2022.

Read a first, second, and third time and passed this 11<sup>th</sup> day of August, 2022.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk

**AGREEMENT**  
**FOR THE SHARING OF INFORMATION TECHNOLOGY SUPPORT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**The Corporation of the Municipality of West Elgin**

(Hereinafter referred to as "**West Elgin**")

of the First Part

**AND:**

**The Corporation of the Municipality of Dutton Dunwich**

(Hereinafter referred to as "**Dutton Dunwich**")

of the Second Part

**AND:**

**The Corporation of the Township of Southwold**

(Hereinafter referred to as "**Southwold**")

of the Third Part

**AND:**

**The Corporation of the Township of Malahide**

(Hereinafter referred to as "**Malahide**")

of the Fourth Part



WHEREAS Section 20 of the Municipal Act, S.O. 2001, c.25 provides that a municipality may enter into agreements with one or more municipalities or local boards for their joint benefit to provide a service or thing for their mutual benefit and the benefit of their respective inhabitants subject to the consent of the municipality or local board in which the service or thing is provided;

AND WHEREAS the above parties, hereinafter referred to collectively as the “Partners”, wish to exercise a co-operative approach to the respective needs for Information Technology (“IT”) Support;

AND WHEREAS it is deemed expedient to share services between the Partners to ensure adequate IT Support is available to each Partners’ municipality;

NOW THEREFORE the Partners hereto mutually agree as follows:

- (1) Malahide will procure and administer the services of a 3<sup>rd</sup>-party IT Support Provider (“IT Provider”) on behalf of the Partners.
- (2) The IT Provider will provide two levels of IT support to the Partners:
  - a. “first level”: Standard “IMAC” (install, move, add and change) Services including all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation and relocation of equipment, including connectivity testing, data transfer and user orientation.
  - b. “second level”: Advanced Network, Product and Service Support including, but not limited to: security appliances and network routing; security audits; network assessments; server maintenance; network/server software configuration and installation; and, providing expert advice, confidential or otherwise, to senior municipal staff for municipal budget and project-planning purposes.
- (3) Each Partner is expected to coordinate directly with the IT Provider to schedule the purchasing of “first level” support services (as described in (2) a. herein).
- (4) To ensure each of the Partners is provided access to an appropriate level of second level support service (as described in (2) b. herein) hours, each Partner agrees to consult with the Partners and/or the IT Provider in order to ensure the IT Provider can plan and deploy its resources accordingly.
- (5) The IT Provider will bill partnering municipalities directly each month based on actual hours used during the billing period. Invoices from the IT provider will provide details for the work performed by billable hour.

- (6) That the IT Provider can or may be able to commit to a predetermined time period, such as all-day Wednesday for 50 weeks of the year. However, all members recognize that unforeseen circumstances may require the pre-determined time to be shifted.
- (7) Those members who require the IT Provider to work beyond normal work hours of 8:00 am to 4:30 pm will be charged at the overtime hourly rate established in (5) herein.
- (8) That the IT Provider shall employ and/or secure resources so that multiple IT service professionals can be available to cover illnesses, vacations, absences, etc.
- (9) If the IT Provider gives notice to Malahide as per an executed service contract, Malahide will not be responsible to provide a replacement IT Provider to the Partners.
- (10) Each Partner will be responsible to arrange with the IT Provider, the specific work to be done. Each Partner agrees to limit the scope of the work to the general IT Support as provided in (2) herein.
- (11) It is the responsibility of each Partner to request and/or conform with the IT Provider, in writing or otherwise, a description of the work to be performed, including but limited to: what of the two levels of IT support as described in (2) herein will the work be billed; how many estimated hours the work will require; and, if the work will require overtime hours. Malahide will not intervene to resolve a work order dispute.
- (12) Any performance issues should be brought to the attention of the Manager of Legislative Services/Clerk of the Township of Malahide.
- (13) No Partner(s) will solicit or offer employment or separate contract(s) to the IT Provider, its respective employee(s) and/or sub-contractor(s), whether directly or indirectly during the term of this Agreement, accept in consultation with the other Partners and all other Partners providing prior written agreement and acceptance.
- (14) Under no circumstances shall Malahide be liable to the Partners or any other person for any damages, including without limitation, any indirect, incidental special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of, or related to, the services provided by IT Provider and/or its respective employee(s) and/or sub-

contractor(s), whether such liability is asserted on the basis of contract, tort or otherwise, even if Malahide has been warned of the possibility of such damages.

- (15) This agreement is for the remainder of 2022 and the year 2023. Partners must provide notice on or before October 1<sup>st</sup>, 2023 of their intent to withdraw/change this agreement for the year 2024.

IN WITNESS WHEREOF the parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

**The Corporation of the Municipality of West Elgin**

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Duncan McPhail, Mayor

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Jana Nethercott, Clerk

**The Corporation of the Municipality of Dutton Dunwich**

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Bob Purcell, Mayor

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Tara Kretschmer, Acting Clerk

**The Corporation of the Township of Southwold**

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Grant Jones, Mayor

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Jeff Carswell, CAO/Clerk

**The Corporation of the Township of Malahide**

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Dave Mennill, Mayor

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Allison Adams, Clerk



# MUNICIPALITY OF **West Elgin**

## **The Corporation of the Municipality of West Elgin**

### **By-Law No. 2022-55**

#### **A By-law to Authorize the Execution of an Agreement between The Corporation of the Municipality of West Elgin and Oakview Land Use Planning for the provision of Planning Services**

**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 Oakview Land Use Planning for the purposes of the provision of Land Use Planning Services; 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 Oakview Land Use Planning for the provision of Land Use Planning Services, 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 August 11, 2022.

Read a first, second, and third time and passed this 11<sup>th</sup> day of August, 2022.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk



AGREEMENT FOR  
DEVELOPMENT REVIEW SERVICES

Between:

Oakview Land Use Planning  
and  
The Corporation of the  
Municipality of West Elgin

Effective as of July 7, 2022

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**THIS AGREEMENT was made as of this 7<sup>th</sup> day of July, 2022.**

**BETWEEN:**

**OAKVIEW LAND USE PLANNING  
("OLUP")**

**Party of the first part**

**- and-**

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN  
(the "Municipality")**

**Party of the second part**

WHEREAS The Corporation of the Municipality of West Elgin is a municipal corporation in the Province of Ontario, and has deemed it appropriate to retain the services of an outside consultant for the purpose of providing certain planning services for the Municipality.

AND WHEREAS Oakview Land Use Planning is a private consultant with its office in Chatham-Kent, and which carries on the business inter alia of planning consultants to municipal corporation clients.

AND WHEREAS Oakview Land Use Planning has agreed to provide the Planning Services to The Corporation of the Municipality of West Elgin under the terms of the agreement hereinafter set forth;

NOW THEREFORE WITNESSETH THAT in consideration of the terms, covenants and provisions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions:**

In this agreement, the following terms shall have the following meanings:

- a. "Applicant" shall mean any person, corporation, or their designated agent, who has made, or proposes to make, a development application;
- b. "Camera Ready" means original documents ready to be reproduced and used by the public;
- c. "Completed Application" shall mean a development application in which all information required is accurate and complete, including disclosure of all interests in the subject land, disclosure of all previous applications, the provisions of appropriate mapping and plans, the provision of necessary supporting documents, and the provision of the required application fee;
- d. "Contractor" shall mean OLUP;
- e. "Development Application" shall mean an application for an Official Plan Amendment, for a Plan of Subdivision, for a Zoning By-Law Amendment, for a Minor Variance, for a Site Plan, for a Consent to Sever, for the lifting of "H" Holding Symbol, for a Condominium development, for a temporary use by-law, for a holding by-law, for permission to expand a non-conforming use pursuant to Section 45 of the Planning Act, for part lot control exemption, and any combination of these applications;
- f. "Electronic Copy" shall mean a computer file containing all of the data and information, which are contained in the original documentation of the author in a form compatible with the software used by the parties



from time to time;

- g. "the Municipality" shall mean The Corporation of the Municipality of West Elgin the party of the second part;
- h. "Planning Services" means the Services set out in Section 3 herein;
- i. "PS" shall mean the Planning Services unit of the Municipality;
- j. "Planner, Principal" shall mean a planner who is a full member of the Ontario Professional Planners Institute with a minimum of 15 years of progressive planning experience, who is the owner of OLUP, and is ultimately responsible for all activities of OLUP;
- k. "Administrative Support" shall mean employees that provide technical support including drafting, computer software application management and clerical works;
- l. "Pre-consultation Phase" shall mean the time between the initial contact by a potential applicant with either the Municipality or OLUP and the date that a completed application is provided by OLUP to the Municipality, and will include some or all of the following activities:
  - meeting with the applicant to:
    - explain the approval process and timelines;
    - identify potential issues and necessary supporting information; and to review assessment and servicing information;
  - conduct a preliminary review of the proposal in consultation with the Municipality;
  - circulation of information to internal departments and any other

relevant agencies as necessary to assist in completion of the application and assessment of its feasibility;

- review application for completeness;
- determine, receive and forward to the Municipality the appropriate application fee;

m. OLUP" shall mean Oakview Land Use Planning, the party of the first part;

n. "West Elgin" means The Corporation of the Municipality of West Elgin and its representatives;

2. The Municipality hereby retains OLUP to be the primary consultant with respect to the Planning Services set out in Section 3 herein (the "Planning Services") for the six month period commencing on July 7, 2022, and ending on January 6, 2023. The parties shall have the right to extend the term of this Agreement after the Initial Term expires by written agreement or letter signed by both parties on the same terms and conditions as the Initial Term.

3. **Planning Services:**

OLUP will provide land use planning assessment of development applications subject to the following terms and conditions:

- a. OLUP will conduct the pre-consultation phase, subject to any protocol developed by the Municipality in conjunction with OLUP;
- b. OLUP will gather all information necessary to properly evaluate the merits of an application(s);

- c. OLUP will work in co-operation with the Municipality in the preparation, posting and circulation of all notices required by the Planning Act, and in conformity with Municipal policy; such notice to include the "Explanatory Note" and key map for each planning application;
- d. OLUP will promptly reply to agency and public enquiries on development applications;
- e. OLUP will identify, review and maintain proficiency in applying all relevant provincial and municipal planning policies, guidelines and regulations as they relate to a development application;
- f. OLUP will conduct a site visit and digitally photograph the subject lands showing the surrounding lands and the posted Public Notice signs, such signs and posting instructions to be provided in co-operation with the Municipality;
- g. OLUP will perform Minimum Distance Separation (MDS) calculations and confirm actual separation distances as part of the site visit, for those applications where MDS calculations are necessary;
- h. OLUP will review all agency and public comments received on the circulation of the application;
- i. OLUP will maintain all require electronic files consistent with Municipal requirements;
- j. OLUP will provide one final draft "electronic copy" (including site location maps and site photos) of each planning report via e-mail for Municipal review and any necessary changes prior to preparing the final report;

- k. OLUP will provide one signed complete final electronic copy of the planning report (including site location maps and site photos), using the Municipal report format;
- l. OLUP will complete all planning reports in a timely manner and in consideration of the applicable Planning Act decision requirements;
- m. OLUP will provide one complete "electronic copy" and one complete original "hard copy" of each Official Plan and Zoning By-law amendment document (including Schedules) via e-mail, using the Municipal amendment format;
- n. OLUP will attend the Public Meeting for each application to present the planning report and answer questions;
- o. OLUP will attend (in-person or via Zoom) any required meetings with internal staff;
- p. OLUP will remain up-to-date on land use planning legislation, regulations, and policy statements;
- q. OLUP will attend Ontario Land Tribunal or other similar hearings related to development applications as required by the Municipality;
- r. OLUP will provide all submissions in computer software programs acceptable to the Municipality;
- s. OLUP will be available to undertake pre-consultation phase activities during normal business hours;
- t. For greater clarity, activities not included in the Scope of Work for OLUP are:

- drafting or negotiating of agreements
- clearing conditions of approval

(collectively, the “Planning Services”)

**4. Fees:**

The fees to be charged by OLUP to the Municipality for the Planning Services shall be based upon the hourly rates outlined in Appendix A, plus agreed to disbursements. All fees shall be subject to the applicable HST, or any other or additional tax that may be imposed by Federal or Provincial Law during the currency of this agreement. For clarity, any disbursements shall be approved by the Municipality, acting reasonably.

**5. Duties and Obligations of Oakview Land Use Planning:**

At all material terms it shall be the obligation of OLUP as follows:

- a. To review development applications as required by this agreement within the timelines required by the Municipality and Planning Act;
- b. To maintain appropriate software and hardware, and staffing experience capable of generating all required reports, maps, presentations and photographs in a format acceptable to the Municipality;
- c. That all reports will be reviewed by, signed by and presented by a the owner of OLUP, or by such other person approved by the Municipality;
- d. To permit accessibility by the Municipality or its designated auditors to the OLUP financial records relevant to this contract during normal



business hours without prior notice;

- e. To advise applicants as accurately as possible, and in a timely fashion, of the costs associated with the processing of their planning application(s) and further, to advise of any projected costs over and above the Municipal application fees, prior to costs being incurred, and to confirm the applicant's intention to continue with the application.

**6. Duties and Obligations of the Municipality:**

At all material times it shall be the obligation of the Municipality as follows:

- a. To provide all Official Plans and Zoning By-laws with all amendments to the best of its ability;
- b. Where such information is in the Municipality's possession, to provide full access to recent assessment and GIS mapping, and most current aerial photographs, as updated from time to time;
- c. To assist OLUP through PS in the gathering of information from other agencies, internal and external to the Municipality, when requested by OLUP;
- d. To make available to OLUP any database, information network, computer software programs and any other technology in the Municipality's possession which would assist OLUP in undertaking its duties and obligations. Nothing in this paragraph 6(d) shall oblige the Municipality to acquire additional computer software programs, databases, information networks or any other technology that is not in its possession;
- e. To review draft reports on a timely basis.

7. **Point of Contact:**

The point of contact for OLUP with the Municipality shall be the CAO/Treasurer, or his/her designate.

8. **Billing and Payment:**

OLUP and the Municipality agree that:

- a. Billings shall be made monthly;
- b. Payment with respect to an account is due within 7 days of receipt of billing.

9. **Conflict of Interest:**

OLUP agrees that it will not during the currency of this agreement or any renewal hereof provide Planning Services to any clients other than the Municipality for matters arising within the Municipality, or for matters outside the Municipality where a conflict of interest might arise.

10. **Subcontracting:**

OLUP shall not subcontract any of its Planning Services except with the prior written approval from the CAO/Treasurer.

11. **Dispute Resolution:**

If requested in writing by either party, OLUP and the Municipality shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a 'without prejudice' basis. The mediator shall be appointed by agreement of the parties.

12. If a dispute cannot be settled within a period of thirty (30) calendar days by the mediator appointed under this paragraph 12, or if no mediator could be agreed upon by the parties within thirty (30) days of the giving of notice under paragraph 26, in either case within such longer period as may be agreed to by the parties, the dispute may, with the prior written concurrence of both OLUP and the Municipality, be referred to and finally resolved by way of binding arbitration by a single arbitrator. The arbitrator shall be appointed by agreement of parties. Failing such agreement, the arbitrator shall be appointed by reference to a Judge of the Superior Court of Ontario.

13. The place of the mediation or arbitration shall be the Municipality of West Elgin, or such other place as the parties may agree.

14. The award of an arbitrator under this agreement shall be final and binding upon the parties, and shall be enforceable by them in any Court of competent jurisdiction.

15. **Ownership of Documents:**

The Municipality acknowledges OLUP's documents as instruments of professional services. Nevertheless, the technical reports and planning documents prepared under this Agreement shall become the property of the Municipality upon completion of the work and payment in full of all monies due to OLUP.

16. **Insurance:**

OLUP shall maintain Professional Liability and Comprehensive General

Liability Insurance with a limit of liability of not less than Five Million Dollars (\$5,000,000) inclusive for any occurrence and shall name the Corporation of the Municipality of West Elgin as an additionally named insured.

17. **Indemnification:**

OLUP shall indemnify and save harmless the Municipality from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Municipality, the employees, officers or agents of the Municipality may suffer as a result of the negligence of OLUP or any breach in the performance of this agreement.

18. **Early Termination:**

The Municipality shall have the right to terminate this Agreement at any time during the Term or any renewal term by providing OLUP with thirty (30) days' written notice of termination.

19. **Confidentiality:**

OLUP acknowledges that in the course of providing the Planning Services, OLUP may create or have access to information that is treated as confidential and proprietary by the Municipality, in each case whether spoken, written, printed, electronic or in any other form or medium (collectively, the "Confidential Information"). OLUP shall treat all Confidential Information as strictly confidential and only use the Confidential

Information for the purpose of the Planning Services. OLUP shall not, without the prior written authorization of the Municipality either during the Term or at any time after the termination of this Agreement:

- a. use any Confidential Information for the benefit or purposes of OLUP or any other person, company or organization whatsoever; or
- b. disclose any Confidential Information to any person, company or other organization whatsoever.

20. **Availability:**

OLUP hereby agrees that on average the parties contemplate that OLUP's services shall be used for approximately twenty (20) hours per week during the Term. The parties acknowledge that the number of hours of work for OLUP in the performance of the Planning Services will vary during the Term. OLUP hereby agrees to make reasonable commercial efforts to ensure that the Planning Services are provided reasonably promptly during the Term of this Agreement.

21. **Default Penalties and Remedies:**

If either party shall fail, for any reason, to perform any provision of this agreement to be performed by it, the other may, at its option, perform that provision and upon doing so shall be reimbursed upon demand for all sums paid or incurred in performing that provision and shall be paid such reasonable fee for performing the provision as would be charged by an independent third party.

22. The failure on the part of either party to exercise or enforce any right



conferred upon it under this agreement shall not be deemed to be a waiver of any such right to operate to bar the exercise of enforcement thereof at any time or times thereafter.

23. In the event of the failure of the Municipality to pay any fee at the time fixed by this contract, and upon default having continued for a period of 60 days thereafter, the Municipality shall be liable to pay interest on such outstanding account at the annual rate of 6% per annum, calculated from the date of original account. This interest penalty shall be in addition to any other remedy available by law to OLUP.

24. **Project Management:**

When performing the Planning Services, OLUP will employ proven Project Management processes and rigour around the work to be done to reinforce project success. Success being defined as "deliverables realized on schedule, on agreed to specifications and at or under the agreed to cost of services."

25. **Assignment:**

This agreement is not assignable without the prior written consent of the parties. Any attempt to assign any of the rights, duties or obligations of this agreement without written consent is void.

26. **Notice:**

Any notices under this agreement shall be sufficiently given by personal delivery or by registered letter, postage prepaid and mailed in a Canadian

post office, addressed, in the case of notice to OLUP to

Oakview Land Use Planning

6 Royal Crescent, PO Box 188,

Pain Court, Ontario N0P 1Z0

Attention: Mr. Robert Brown, Owner

And in the case of notice to the Municipality:

Municipality of West Elgin

22413 Hoskins Line,

Rodney, Ontario N0L 2C0

Attention: Magda Badura, CAO/Treasurer

Or to any other address as may be designated in writing by the parties,

and the date of receipt of any notice by mailing shall be deemed

conclusively to be 5 days after the mailing.

27. **Amendments:**

No change or modification of this agreement shall be valid unless it is in writing and signed by each party.

28. **Entirety:**

This agreement and all attached schedules constitute the entire agreement between the parties to this agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other

agreements between the parties in connection with the subject matter of this agreement except as specifically set forth herein.

29. **Further Documents:**

The parties agree that each of them shall, upon reasonable request of the other, do or cause to be done all further lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this agreement.

-

30. **Validity and Interpretation:**

The headings used in this agreement are for convenience purposes only and are not to be considered a part of this agreement and do not in any way limit or amplify the terms and provisions of this agreement.

31. The invalidity of any particular provision of this agreement shall not affect any other provision of it, but the agreement shall be construed as if the invalid provision had been omitted.

32. There will be no application of the rule interpreting an agreement against its drafter, because both parties played a joint role in drafting it.

33. This agreement is to be read with all changes in gender or number as required by the context.

34. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

35. This agreement shall ensure to the benefit of and be binding on the respective successors and assigns of each of the parties.

In Witness Whereof the parties have affixed their respective corporate seals,  
attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED and DELIVERED as of the 7<sup>th</sup> day of July, 2022.

Oakview Land Use Planning

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Per: Robert Brown, Owner  
I have authority to bind the business

Corporation of the Municipality of West Elgin

---

Mayor

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Clerk:  
We have authority to bind the Corporation.

## APPENDIX "A"

### PLANNING SERVICE FEESCHEDULE

#### HOURLY RATES

Position	Hourly Rate
Principal Planner	135
Administrative Support	70
Disbursements for Mileage	\$0.61/km
Additional Disbursements will be as per agreement with the Municipality	





# MUNICIPALITY OF **West Elgin**

## **The Corporation Of The Municipality Of West Elgin**

### **By-Law 2022-56**

#### **Being a By-Law to Appoint Municipal By-Law Enforcement/ Property Standards Officers for the Corporation of the Municipality of West Elgin**

**Whereas** pursuant to Section 15 of the *Police Services Act*, R.S.O. 1990,c P15, as amended, a municipal council may appoint persons to enforce the by-laws of the municipality and that municipal law enforcement officers are peace officers for the purpose of enforcing municipal by-laws; and

**Whereas** pursuant to *the Building Code Act, 1992, S.O. 1992, c.23* as amended, Section 15(3) provides that the council of a municipality may pass a by-law regulating property standards within the municipality; and

**Whereas** the Council of the Corporation of the Municipality of West Elgin deem it necessary to appoint a By-Law Enforcement/Property Standards Officer for the purpose of enforcing the by-laws of the Municipality;

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

1. That the following persons is hereby appointed By-Law Enforcement/Property Standards Officer for the Corporation of the Municipality of West Elgin to enforce municipal by-laws:
  - a. Jim Watson
  - b. Tyler Dagg
  - c. Thomas Foley
  - d. Mary Pavey
  - e. Ed Pimentel
2. That this by-law shall take effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 11<sup>th</sup> day of August, 2022.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk



# MUNICIPALITY OF **West Elgin**

## **The Corporation Of The Municipality Of West Elgin**

### **By-Law No. 2022-57**

**Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on August 11, 2022.**

**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 August 11, 2022, 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 11<sup>th</sup> day of August, 2022.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk