



# **Municipality of West Elgin**

## **Revised Agenda**

### **Council Meeting**

Date: **September 22 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. Meeting to Consider Engineers Report - McKenzie Drain**

Recommendation:

That Council proceed into a Meeting to Consider the Engineers Report for the McKenzie Drain - South Branch and St Thomas Moore Branch, under Section 42 of the *Drainage Act*

**4.1. J.M. Spriet P. Eng - McKenzie Drain - South Branch & St Thomas Moore Branch Engineers Report**

**4.2. Public Comments**

**4.3. Council Comments**

**4.4. Recommendation**

Recommendation:

That West Elgin Council receives the Engineers Report on the McKenzie Drain - South Branch & St Thomas Moore Branch Municipal Drain as prepared by Mr J.M Spriet, PEng.; and

That West Elgin Council authorizes staff to initiate the tender process, if required, for the reconstruction of the McKenzie Drain - South Branch & St Thomas Moore Branch Municipal Drain to be considered by Council following the Court of Revision; and

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

**4.5. Close of Public Meeting**

Recommendation:

That West Elgin Council hereby closes the Meeting to Consider the Engineers Report held pursuant to Section 42 of the *Drainage Act* at \_\_\_\_\_ a.m. to reconvene in the Regular Meeting of Council.

**5. Delegations**

**5.1. Audited 2021 Financial Statements**

25

Report to be provided under separate cover

Recommendation:

That West Elgin Council hereby approves the 2021 Audited Financial Statements as presented by Christene Scrimgeour, Auditor.

**6. Adoption of Minutes**

50

Recommendation:

That the Minutes of the Council meeting on August 11, 2022 be adopted as circulated and printed.

**7. Business Arising from Minutes**



## **8. Consent Agenda**

Recommendation:

That West Elgin Council hereby receives and files the Consent Agenda as presented.

### **8.1. Monthly Staff Reports**

8.1.1.	Building	61
8.1.2.	Fire	64
8.1.3.	Operations and Community Services	67
8.1.4.	Administration	70

### **8.2. Communications from Other Municipalities**

8.2.1.	Elgin County Council Highlights - August 9, 2022	76
8.2.2.	Town of Aylmer - Cooling and Warming Centre Policy Resolution	79
8.2.3.	Letter Regarding Strong Mayors and Better Housing Act	86
8.2.4.	Elgin County Council Highlights - September 14	93
8.2.5.	Town of South Bruce - Firefighter Certification Requirements	99

### **8.3. Procurement Items within Budget**

8.3.1.	Decorative Downtown Lighting	101
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### **8.4. Other Items**

8.4.1.	Correspondence from R. Flack, MPP	113
8.4.2.	Letter from Eagle Community Centre	114
8.4.3.	Invitation to National Day for Truth and Reconciliation	115

## **9. Staff Reports**

### **9.1. Water**

9.1.1.	<b>S. Smith, OCWA - West Elgin Water Distribution System - Q2 Report</b>	116
	Recommendation: That West Elgin Council hereby receives the Second Quarter Operations Report for the West Elgin Drinking Water Distribution System from Sam Smith of OCWA.	
9.2.	<b>Wastewater</b>	
9.2.1.	<b>S. Smith OCWA - West Lorne WWTP Q2 Operations Report</b>	123
	Recommendation: That West Elgin Council hereby receives the Second Quarter Operations Report for the West Lorne Wastewater Treatment Plant from Sam Smith of OCWA.	
9.2.2.	<b>S. Smith, OCWA - Rodney WWTP Q2 Report</b>	134
	Recommendation: That West Elgin Council hereby receives the Second Quarter Operations Report for the Rodney Wastewater Treatment Plant from Sam Smith of OCWA.	
9.3.	<b>Planning</b>	
9.3.1.	<b>R. Brown, Planner - Severance Application E59-22 – 24397 Argyle Line</b>	145
	Recommendation: That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the severance application, File E59-22 – Comments to Elgin County (Planning Report 2022-33);  And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E59-22, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;  And further that West Elgin Council directs Administration to provide this report as Municipal Comments to the County of Elgin.	

**9.3.2. R. Brown, Planner - Severance Report - 22576 Queens Line** 155

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the consent application File E65-22 – Comments to Elgin (Planning Report 2022-035);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E65-22, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

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

**9.4. Fire**

**9.4.1. J. McArthur, Fire Chief - Elgin County Fire Communications System Study** 164

Recommendation:

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

**9.5. Clerk's**

**9.5.1. J. Nethercott, Clerk - Council Grant for West Lorne Lawn Bowlers** 202

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Council Grant for West Lorne Lawn Bowling Club; and

That West Elgin Council hereby approves/refuses the reimbursement of invoices from the West Lorne Lawn Bowling Club in the amount of \$2,54.78 as a 2022 Council Grant.

**9.5.2. J. Nethercott, Clerk - Draft Electronic Monitoring Policy**

204

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Electronic Monitoring Policy; and

That West Elgin Council adopts the Electronic Monitoring Policy as presented; and further

That West Elgin Council direct staff to circulate the policy as mandated by Bill 88.

**9.6. Finance/Administration**

**9.6.1. M. Badura, CAO/Treasurer & J. Nethercott, Clerk - Proposed Redistribution of Federal Electoral Districts**

210

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer and Jana Nethercott, Clerk re: Proposed Redistribution of Federal Electoral Districts for information purposes; and

That West Elgin Council hereby direct staff to coordinate efforts with Elgin County, City of St Thomas and local municipal partners to represent the interest and concerns pertaining to the proposed redistribution of the federal electoral districts; and

That the Municipality of West Elgin make the attached petition available to our residents at the Municipal Office.

**9.6.2. M. Badura, CAO/Treasurer - Library Lease Renewal**

234

Recommendation:

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Library Lease Renewal; and

That West Elgin Council hereby approves the Rodney Library Lease Agreement and the West Lorne Library Lease Agreement; and further

That West Elgin Council hereby approves the Mayor and CAO/Treasurer to sign the lease agreements approved above.

**10. Committee and Board Report**

**10.1. Councillor Reports from Committees**

10.2.	<b>West Elgin Community Centre Board of Management Minutes - June 8, 2022</b>	263
10.3.	<b>West Elgin Community Centre Board of Management - Minutes August 24, 2022</b>	267
11.	<b>Consideration of Items Requiring Discussion</b>	
12.	<b>Council Inquires/Announcements</b>	
12.1.	<b>Notice of Motion</b>	
12.2.	<b>Statements/Inquires by Councillors</b>	
12.3.	<b>Matters of Urgency</b>	
13.	<b>Acknowledgement</b>	
13.1.	<b>Retirement of By-Law Enforcement Officer Bill Tedford</b>	
14.	<b>By-Laws</b>	
14.1.	<b>By-Law 2022-58 - Appoint CEMC</b>	271
	Recommendation: That By-Law 2022-58 Being a By-Law to Appoint Community Emergency Management Coordinators (CEMC) for the Corporation of the Municipality of West Elgin, be read a first, second and third and final time.	
14.2.	<b>By-Law 2022-59 - Provisionally Adopt McKenzie Drain Report</b>	272
	Recommendation: That By-Law 2022-59 being A By-Law to provide for the McKenzie Drain – South Branch & St Thomas More Branch in the Municipality of West Elgin, be read a first and second time and provisionally adopted.	
14.3.	<b>By-Law 2022-60 - Adopt Electronic Monitoring Policy</b>	290
	Recommendation: That By-Law 2022-60, being a By-Law to adopt the Policy HR-4.9 – Electronic Monitoring Policy, be read a first, second and third and final time.	

**14.4. By-Law 2022-61 - Library Lease Agreements with Elgin County**

295

Recommendation:

That By-Law 2022-61 being a By-law to Authorize the Execution of a Lease Agreement between The Corporation of the County of Elgin and The Corporation of the Municipality of West Elgin, be read a first, second and third and final time.

**15. Confirming By-Law**

324

Recommendation:

That By-law 2022-62 being a By-law to confirm the proceeding of the Regular Meeting of Council held on September 22, 2022, be read a first, second and third and final time.

**16. Adjournment**

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at \_\_\_\_\_ to meet again at 9:30 a.m. on October 6, 2022 or at the call of the Chair.

**McKENZIE DRAIN**  
**SOUTH BRANCH & ST. THOMAS MOORE BRANCH**  
**Municipality of West Elgin**



**SPRIET**  
**ASSOCIATES**  
ENGINEERS & ARCHITECTS  
155 York Street  
London, Ontario N6A 1A8  
Tel. (519) 672-4100  
Fax (519) 433-9351  
Email: [mail@spriet.on.ca](mailto:mail@spriet.on.ca)  
[www.spriet.on.ca](http://www.spriet.on.ca)

London, Ontario  
August 17, 2022

## **McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH**

### **Municipality of West Elgin**

To the Mayor and Council of  
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of the South Branch and the St. Thomas Moore Branch of the McKenzie Municipal Drain serving parts of Lots 6 and 7, Concession 7 in the Municipality of West Elgin. The total watershed area contains approximately 4.3 hectares.

### **AUTHORIZATION**

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

### **HISTORY**

The McKenzie Drain was last reconstructed pursuant to a report submitted by J.M. Spriet, P. Eng. dated February 26, 2010, and consisted of the reconstruction of the McKenzie Drain from its outlet at the Wismer Drain to its head where it connects to the Lusty Drain. The report also called for the replacement of the St. Thomas Moore Branch and the construction of Branch 'A' and Branch 'B' drains. In total, the report called for the installation of 1,097 lineal meters of 250mm to 750mm diameter concrete field tile and sewer pipe.

### **EXISTING DRAINAGE CONDITIONS**

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

- that the landowners, 1050165 Ontario Inc. (Roll No. 20-144), indicated their intention to sever residential lots from their lands along Furnival Road
- that, further to the above, they required the relocation of two branches of the McKenzie Drain to accommodate the current and possible future severances. The current severances have a condition which requires each lot to have a legal outlet





## EXISTING DRAINAGE CONDITIONS (cont'd)

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

- that the South Branch and the St. Thomas Moore Branch will need to be relocated and extended to service the proposed and possible future severances
- that, due to the recent reconstruction of Furnival Road, the watershed area for the St. Thomas Moore Branch has changed with the lands in Lot 7, being the former school grounds, as well as a portion of the road, no longer are tributary to it

Preliminary design, cost estimates and assessments were prepared, and an informal consultation was held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the request.

## DESIGN CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 38mm per 24 hrs.

We would like to point out that there have been indications of sandy soil conditions. It should be noted that no formal soil investigation has been made, with this information being provided by the owners.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFRA Publication 852.

## RECOMMENDATIONS

We are therefore recommending the following:

- that the South Branch Drain be reconstructed and now include a Branch 'C', commencing at the Main Drain and travel east and north along the limits of the lots to provide the upstream lands with an outlet, and each lot with a legal outlet
- that the St. Thomas Moore Branch Drain be reconstructed and now include a Branch 'D', commencing at the Main Drain and travel east and north along the limits of each lot to provide the upstream lands with an outlet and each possible future lot with a legal outlet
- that catchbasins be installed along the course of the drain to alleviate surface flows and ponding



**RECOMMENDATIONS (cont'd)**

- that the lot grading plan be required for each lot and that it be created in accordance with the noted grading directions as shown on Drawing 2
- that no direct connection between any weeping tiles, floor drains, and the proposed drain be permitted. All connections must be indirect via a sump pump and check valve

**ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES**

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

**SUMMARY OF PROPOSED WORK**

The proposed work consists of approximately 717 lineal meters of 200mm to 250mm (10") diameter HDPE sewer pipe, including related appurtenances.

**SCHEDULES**

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

Schedule 'A' - Allowances. In accordance with Section 29 of the Drainage Act, allowances are provided for right-of-way along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$122,200.00. This estimate includes engineering and administrative costs associated with this project.

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

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

Drawing No.'s 1 and 2, Job No. 221131, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.



## ALLOWANCES

**RIGHT-OF-WAY** Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,670.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

## ASSESSMENT DEFINITIONS

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

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

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

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

## ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'D'- Assessment for Maintenance. This entailed breaking down the costs of the drain into sections along its route.

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



**ASSESSMENT** (cont'd)

The actual cost of the work involving this report is to be assessed as shown in Schedule 'C' - Assessment for Construction.

**MAINTENANCE**

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

After completion, the South Branch, Branch 'C', the St. Thomas Moore Branch, and Branch D of the McKenzie Drain shall be maintained by the Municipality of West Elgin at the expense of all upstream lands and roads assessed in Schedule 'D' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Repairs or improvements to any road culvert or sub-surface road crossing required by the performance of this work and for future repair and/or replacement, shall be the responsibility of the applicable Road Authority, entirely at their cost.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED



JMS:bv

  
J.M. Spriet, P.Eng.



## SCHEDULE 'A' - ALLOWANCES

## McKENZIE DRAIN - SOUTH BRANCH &amp; ST. THOMAS MOORE BRANCH

## Municipality of West Elgin

In accordance with Section 29 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	TOTALS
<b>SOUTH BRANCH</b>				
7	Pt. 6	20-144 (1050165 Ontario Inc.)	\$ 1,010.00	\$ 1,010.00
7	Pt. 6	20-144-01 (Part 1)	10.00	10.00
7	Pt. 6	20-144-02 (Part 2)	230.00	230.00
7	Pt. 6	20-144-03 (Part 3)	230.00	230.00
7	Pt. 6	20-144-04 (Part 4)	230.00	230.00
Total Allowances			\$ 1,710.00	\$ 1,710.00

**TOTAL ALLOWANCES ON THE SOUTH BRANCH \$ 1,710.00**

## BRANCH "C"

7	Pt. 6	20-144 (1050165 Ontario Inc)	\$ 410.00	\$ 410.00
7	Pt. 6	20-144-01 (Part 1)	10.00	10.00
7	Pt. 6	20-144-02 (Part 2)	230.00	230.00
7	Pt. 6	20-144-03 (Part 3)	230.00	230.00
7	Pt. 6	20-144-04 (Part 4)	230.00	230.00
Total Allowances			\$ 1,110.00	\$ 1,110.00

**TOTAL ALLOWANCES ON BRANCH "C" \$ 1,110.00**

## ST. THOMAS MOORE BRANCH

7	Pt. 6	20-144 (1050165 Ontario Inc)	\$ 950.00	\$ 950.00
Total Allowances			\$ 950.00	\$ 950.00

**TOTAL ALLOWANCES ON THE ST. THOMAS MOORE BRANCH \$ 950.00**

## SCHEDULE 'A' - ALLOWANCES (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH**  
**Municipality of West Elgin**
**BRANCH "D"**

7	Pt.	6	20-144 (1050165 Ontario Inc)	\$	950.00	\$	950.00
				=====			
Total Allowances				\$	950.00	\$	950.00
				=====			

**TOTAL ALLOWANCES ON BRANCH "D"      \$      950.00**

**TOTAL ALLOWANCES ON THE McKENZIE DRAIN - SOUTH BRANCH  
& ST. THOMAS MOORE BRANCH      \$      4,720.00**

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH****Municipality of West Elgin**

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

**SOUTH BRANCH**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

223 meters of 200mm dia. H.D.P.E. Pipe	\$ 9,500.00
33 meters of 250mm dia. H.D.P.E. Pipe	\$ 1,500.00
Supply of the above listed pipe	\$ 6,500.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 256m)	\$ 1,500.00
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Supply and install two 600mm x 600mm on-line catchbasins, and connect existing 600mm x 600mm offset catchbasin including berms, ditching, wyes, any required prefab fittings	\$ 5,500.00
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Exposing and locating existing tile drains and utilities	\$ 900.00
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Tile connections and contingencies	\$ 1,300.00
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Allowances under Section 29 of the Drainage Act	\$ 1,710.00
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**BRANCH "C"**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

166 meters of 200mm dia. H.D.P.E. Pipe	\$ 7,100.00
Supply of the above listed pipe	\$ 4,000.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 166m)	\$ 1,000.00
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Supply and install four 600mm x 600mm on-line catchbasins, including grates, berms, ditching, wyes and any required prefab fittings	\$ 10,500.00
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Exposing and locating existing tile drains and utilities	\$ 900.00
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Tile connections and contingencies	\$ 1,200.00
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Allowances under Section 29 of the Drainage Act	\$ 1,110.00
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## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH  
Municipality of West Elgin****ST. THOMAS MOORE BRANCH**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

132 meters of 200mm dia. H.D.P.E. Pipe	\$ 5,600.00
11 meters of 250mm dia. H.D.P.E. Pipe	\$ 500.00
Supply of the above listed pipe	\$ 3,600.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 143m)	\$ 900.00
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Supply and install two 600mm x 600mm on-line catchbasins and connect existing 600mm x 600mm catchbasin including grates, berms ditching, wyes and any required prefab fittings	\$ 5,500.00
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Exposing and locating existing tile drains and utilities	\$ 900.00
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Tile connections and contingencies	\$ 900.00
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Allowances under Section 29 of the Drainage Act	\$ 950.00
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**BRANCH "D"**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

142 meters of 200mm dia. H.D.P.E. Pipe	\$ 6,000.00
Supply of the above listed pipe	\$ 3,400.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 142m)	\$ 900.00
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Supply and install four 600mm x 600mm on-line catchbasins, including grates, berms, ditching, wyes and any required prefab fittings	\$ 10,000.00
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Exposing and locating existing tile drains and utilities	\$ 900.00
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Tile connections and contingencies	\$ 1,100.00
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Allowances under Section 29 of the Drainage Act	\$ 950.00
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SCHEDULE 'B' - COST ESTIMATE (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH  
Municipality of West Elgin**

**ADMINISTRATION**

Interest and Net Harmonized Sales Tax	\$ 2,870.00
Survey, Plan and Final Report	\$ 18,460.00
Expenses	\$ 1,280.00
Supervision and Final Inspection	\$ <u>3,270.00</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$ <u><u>122,200.00</u></u></b>

## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

## McKENZIE DRAIN - SOUTH BRANCH &amp; ST. THOMAS MOORE BRANCH

## Municipality of West Elgin

Job No. 221321

August 17, 2022

\* = *Non-agricultural*

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
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**MCKENZIE DRAIN**

We assess the entire cost of this report to the landowner 1050165 Ontario Inc (Roll No 20-144) \$ 122,200.00

**TOTAL ASSESSMENT ON THE MCKENZIE DRAIN** \$ 122,200.00

## SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

## McKENZIE DRAIN - SOUTH BRANCH &amp; ST. THOMAS MOORE BRANCH

## Municipality of West Elgin

Job No. 221321

August 17, 2022

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
<b>SOUTH BRANCH</b>				
7	Pt. 6	0.13	20-148 (M. & L. Champigny)	1.5 %
7	Pt. 6	0.03	20-149 (W. & B. Roest)	0.1
7	Pt. 6	0.40	20-144 (1050165 Ontario Inc.)	30.4
7	Pt. 6	0.21	20-144-01 (Part 1)	2.8
7	Pt. 6	0.21	20-144-02 (Part 2)	9.0
7	Pt. 6	0.21	20-144-03 (Part 3)	9.0
7	Pt. 6	0.21	20-144-04 (Part 4)	8.2
7	Pt. 7	0.04	20-161 (J. Ossel)	0.3
7	Pt. 7	0.01	20-158 (J. & E. Okolisan)	0.1
7	Pt. 7	0.19	20-157 (K. Schhweitzer)	1.5
7	Pt. 7	0.11	20-156 (R. & G. McFadden)	0.9
7	Pt. 7	0.10	20-155 (E. & B. McFadden)	0.8
7	Pt. 7	0.12	20-154-02 (D. Thompson)	0.9
7	Pt. 7	0.05	20-153 (J. & K. Ginzel)	0.3
7	Pt. 7	0.01	20-152-10 (K. Quann & W. Kauzen)	0.1
				=====
TOTAL ASSESSMENT ON LANDS				65.9 %
				=====
Furnival Road		0.90	County of Elgin	34.1 %
				=====
TOTAL ASSESSMENT ON ROADS				34.1 %
				=====
<b>TOTAL ASSESSMENT FOR MAINTENANCE OF SOUTH BRANCH</b>				<b><u>100.0 %</u></b>
<b>BRANCH "C"</b>				
7	Pt. 6	0.07	20-148 (M. & L. Champigny)	4.4 %
7	Pt. 6	0.22	20-144 (1050165 Ontario Inc)	36.0
7	Pt. 6	0.10	20-144-01 (Part 1)	6.3
7	Pt. 6	0.15	20-144-02 (Part 2)	10.3
7	Pt. 6	0.15	20-144-03 (Part 3)	22.4
7	Pt. 6	0.15	20-144-04 (Part 4)	20.6
				=====
TOTAL ASSESSMENT ON LANDS				100.0 %
				=====
<b>TOTAL ASSESSMENT FOR MAINTENANCE OF BRANCH 'C'</b>				<b><u>100.0 %</u></b>

## SCHEDULE 'D' - COST ESTIMATE (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH  
Municipality of West Elgin****ST. THOMAS MOORE BRANCH**

7	Pt.	6	0.03	20-149 (W. & B. Roest)	1.7 %
7	Pt.	6	0.07	20-144 (1050165 Ontario Inc)	78.2

=====

TOTAL ASSESSMENT ON LANDS					79.9 %
---------------------------	--	--	--	--	--------

=====

Furnival Road			0.18	County of Elgin	20.1 %
---------------	--	--	------	-----------------	--------

=====

TOTAL ASSESSMENT ON ROADS					20.1 %
---------------------------	--	--	--	--	--------

=====

<b>TOTAL ASSESSMENT FOR MAINTENANCE OF THE ST. THOMAS MOORE BR.</b>					<b><u>100.0 %</u></b>
---	--	--	--	--	-----------------------

**BRANCH "D"**

7	Pt.	6	0.01	20-144 (1050165 Ontario Inc)	100.0 %
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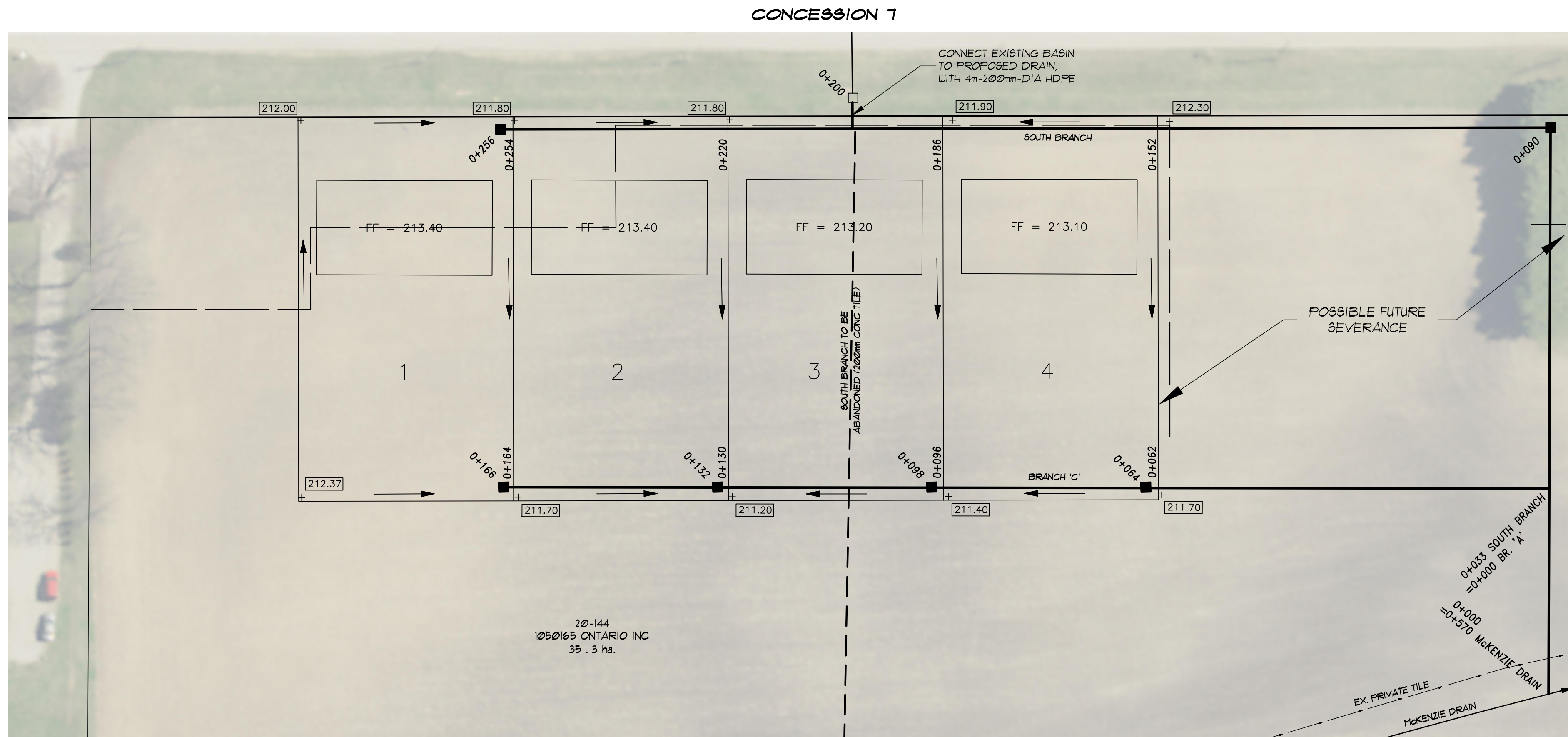
TOTAL ASSESSMENT ON LANDS					100.0 %
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=====

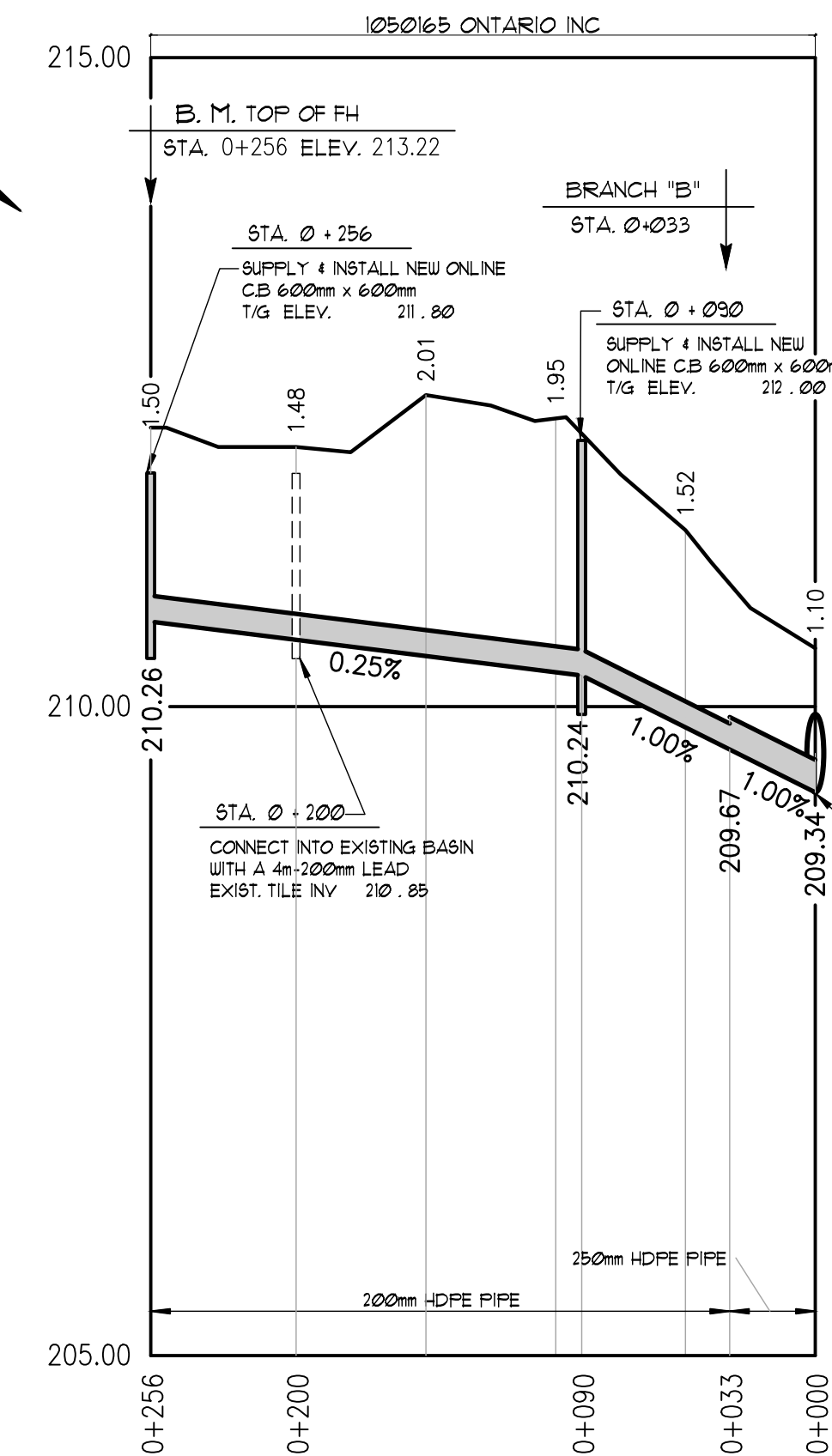
<b>TOTAL ASSESSMENT FOR MAINTENANCE OF BRANCH 'D'</b>					<b><u>100.0 %</u></b>
---	--	--	--	--	-----------------------



LOT 6

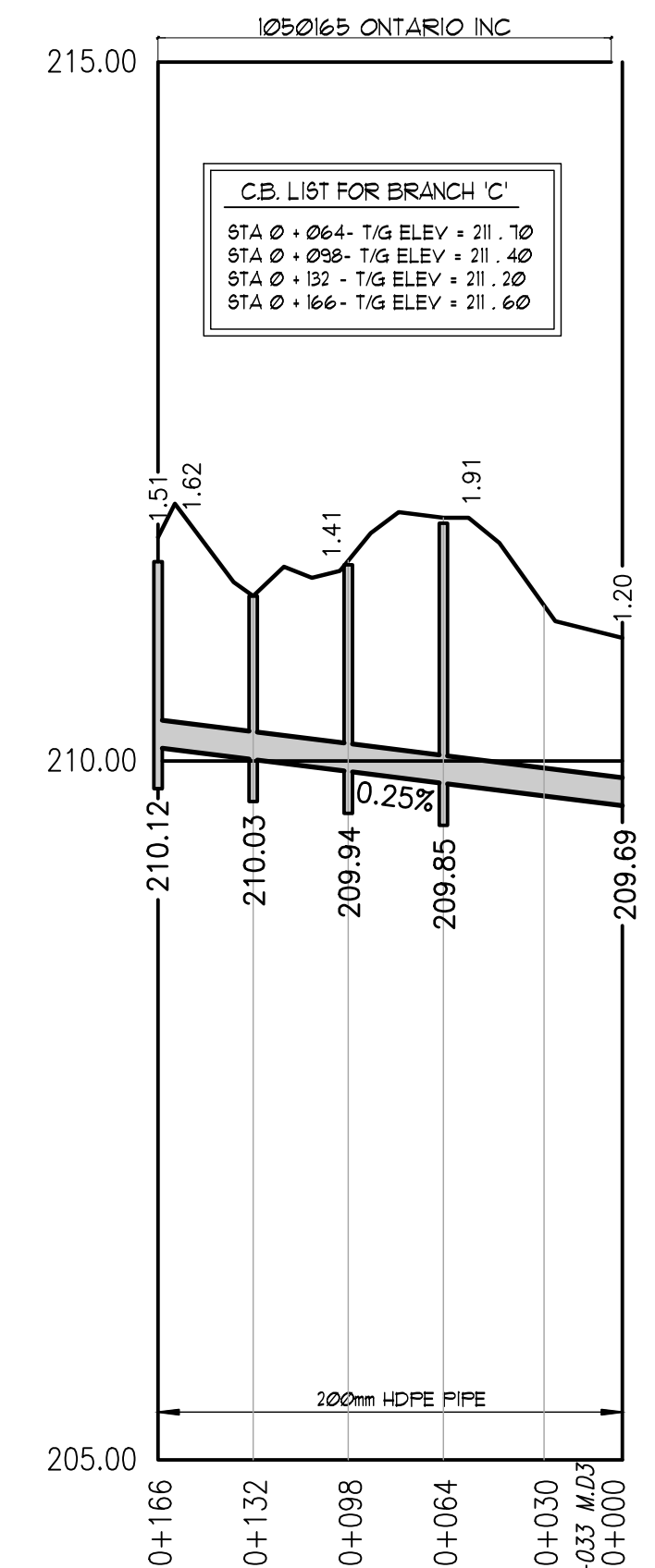


**SOUTH BRANCH PLAN** SCALE 1 : 500



**SOUTH BRANCH**

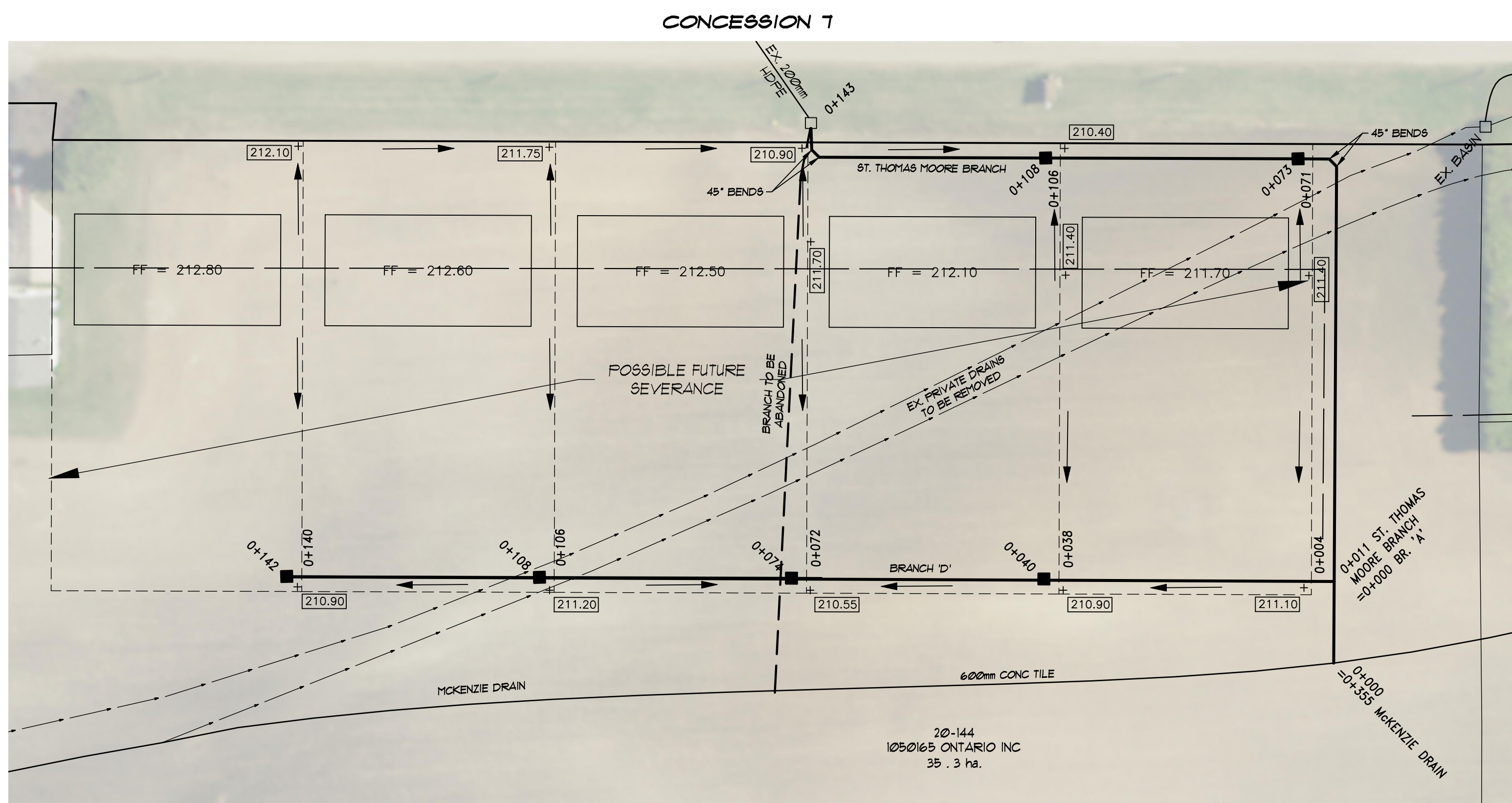
SCALE : HOR. 1 : 2,500  
VERT. 1 : 50



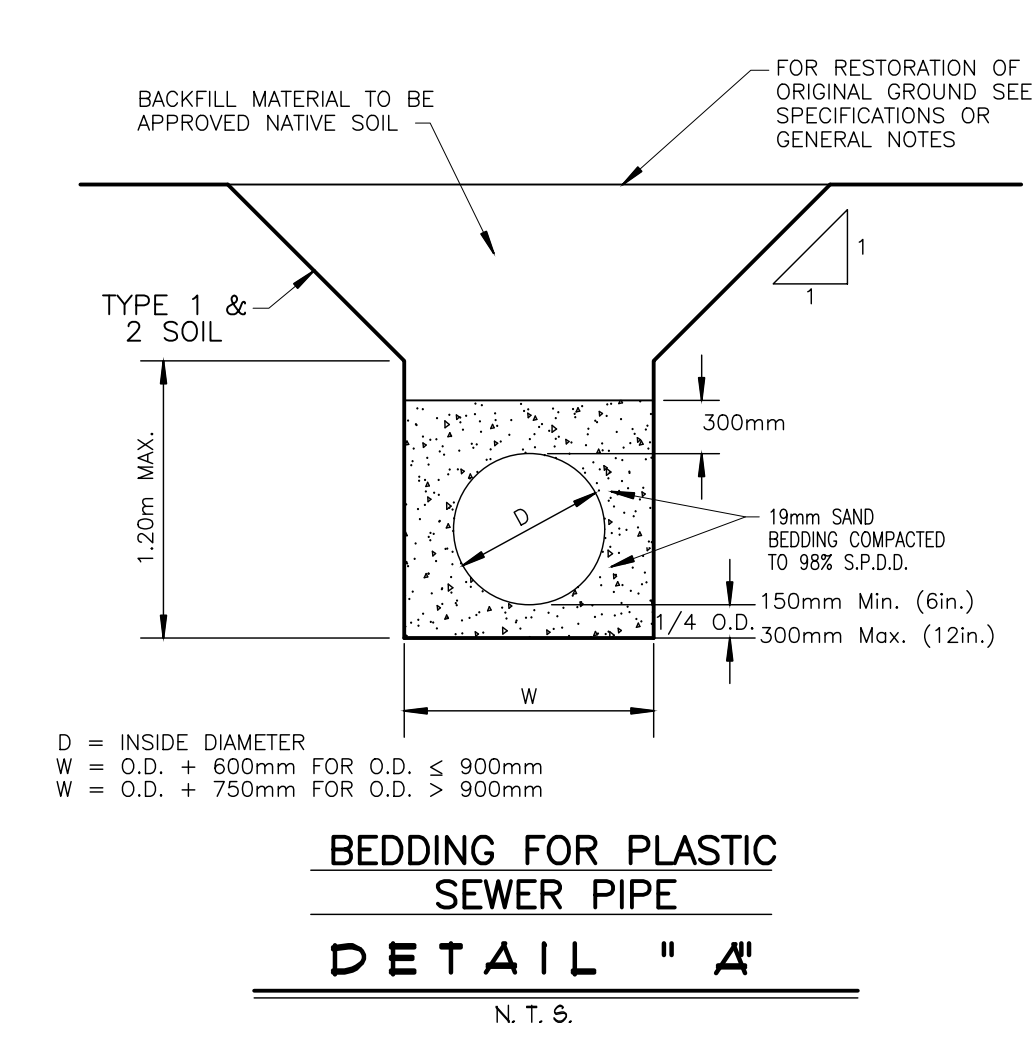
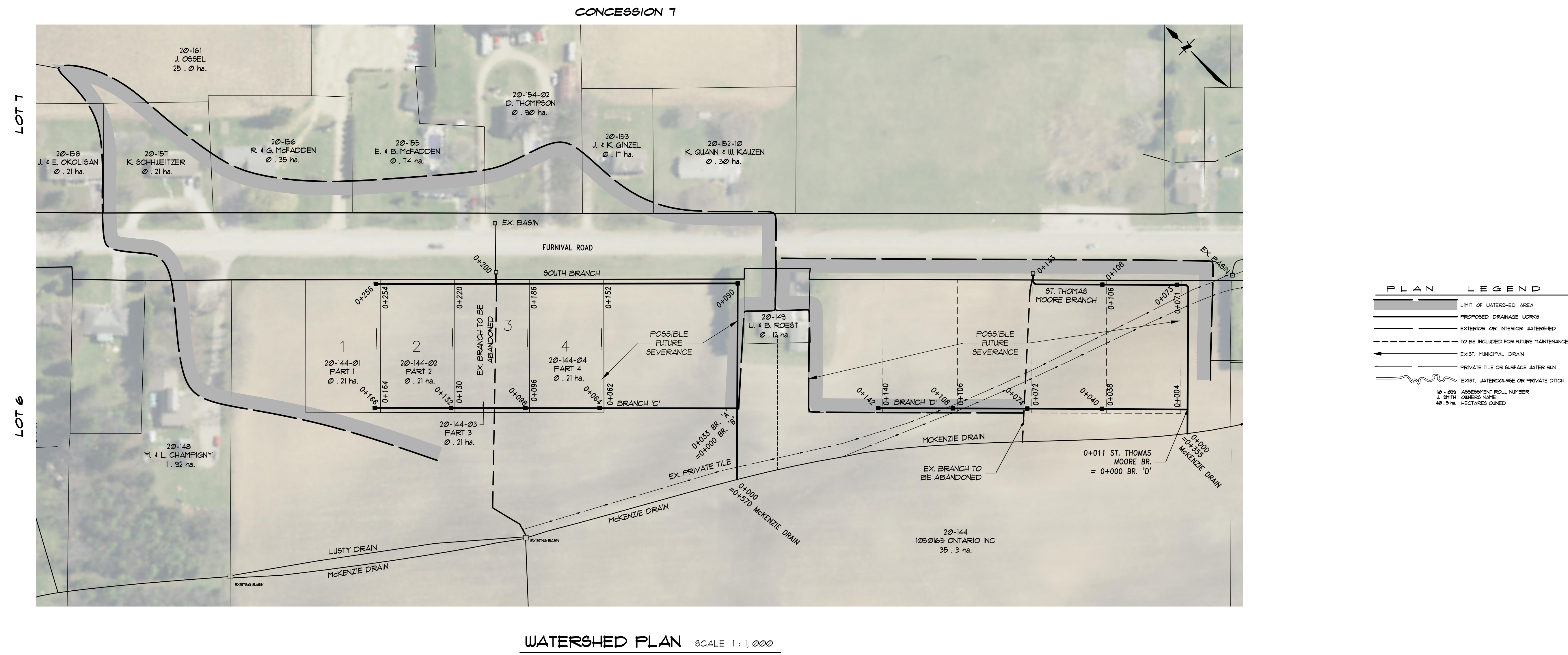
**BRANCH 'C'**

SCALE : HOR. 1 : 1,000  
VERT. 1 : 50

LOT 6







GENERAL NOTES

- 1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.
- 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:
- CLOSED PORTIONS - 15 meters
- THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE 6m.
- 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.
- 4/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.
- b) CONTRACTOR TO NOTIFY ALL UTILITIES 72 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
- 5/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.
- CLOSED PORTIONS
- 6/ ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO "SECTION C.1" IN THE SPECIFICATIONS.
- a) SEWER PIPE TO BE H.D.P.E. PLASTIC 320 KPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO C.S.A. 1016-08), PVC ULTRA RIB OR PVC SDR 35, OR HDPE DR-II PIPE.
- 7/ ALL CATCHBASINS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION C.16" IN THE SPECIFICATIONS. EXCEPT AS FOLLOWS:
- a) ALL CATCHBASIN LEADS TO BE CONNECTED TO NEW TILE DRAIN WITH PRE-FABRICATED "WYE"
- b) EXACT LOCATION OF NEW DRAIN TO BE DETERMINED AT TIME OF CONSTRUCTION BY DRAINAGE SUPERINTENDENT OR ENGINEER.
- 9/ a) INSTALLATION OF TILE AND TRENCH WIDTHS SHALL BE IN ACCORDANCE WITH "SECTION C - TILE DRAIN" IN THE SPECIFICATIONS.
- b) NO MACHINERY SHALL CROSS OVER THE MOUNDED BACKFILLED TILE TRENCHES UNTIL SUFFICIENT SETTLEMENT HAS OCCURRED.

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH**

Municipality of West Elgin

Drainage Superintendent: TOM MOHAN  
519 - 785 - 0560

No. REVISIONS DATE

Drawn By: MM Date: AUG. 17, 2022 Field Book: GFS JOB No. 221131 Drawing No. 1 of 2

PLAN, DETAIL, & NOTES

**SPRIET ASSOCIATES LIMITED**

LONDON CONSULTING ENGINEERS

155 YORK STREET - LONDON (519) 672-4100 - NEA 1A8

**MUNICIPALITY OF WEST ELGIN**  
**CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**



**MUNICIPALITY OF WEST ELGIN  
CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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<b>-1-</b>	Independent Auditor's Report
<b>-3-</b>	Consolidated Statement of Financial Position
<b>-4-</b>	Consolidated Statement of Operations and Accumulated Surplus
<b>-5-</b>	Consolidated Statement of Cash Flows
<b>-6-</b>	Consolidated Statement of Change in Net Financial Assets
<b>-7-</b>	Notes to the Consolidated Financial Statements
<b>-14-</b>	Schedule 1 - Consolidated Schedule of Tangible Capital Assets
<b>-15-</b>	Schedule 2 - Consolidated Schedule of Segmented Information



## **INDEPENDENT AUDITOR'S REPORT**

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### **To the Members of Council, Inhabitants and Ratepayers of the Municipality of West Elgin**

#### **Opinion**

We have audited the accompanying consolidated financial statements of Municipality of West Elgin (the "Municipality"), which comprise the Consolidated Statement of Financial Position as at December 31, 2021, and Consolidated Statements of Operations and Accumulated Surplus, Cash Flows and Change in Net Financial Assets for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Municipality of West Elgin as at December 31, 2021 and its financial performance and its changes in cash flows and net financial assets for the year then ended in accordance with Canadian public sector accounting standards.

#### **Basis of Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Municipality in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Municipality's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Municipality or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Municipality's financial reporting process.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Municipality's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Municipality to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**September 22, 2022**  
**London, Canada**

**LICENSED PUBLIC ACCOUNTANT**

**MUNICIPALITY OF WEST ELGIN**  
**CONSOLIDATED STATEMENT OF FINANCIAL POSITION**  
**AS AT DECEMBER 31, 2021**

	2021	2020
<b>FINANCIAL ASSETS</b>		
Cash and short-term investments	\$ 13,310,885	\$ 11,466,797
Taxes receivable	850,471	1,010,798
Accounts receivable	1,716,524	1,590,273
	<b>15,877,880</b>	<b>14,067,868</b>
<b>LIABILITIES</b>		
Accounts payable and accrued liabilities	1,261,283	1,016,529
Deferred revenue (note 6)	2,129,862	943,888
Net long-term liabilities (note 7.a)	208,809	276,988
	<b>3,599,954</b>	<b>2,237,405</b>
<b>NET FINANCIAL ASSETS</b>	<b>12,277,926</b>	<b>11,830,463</b>
<b>NON-FINANCIAL ASSETS</b>		
Tangible capital assets - Schedule 1 (note 1.e)	44,354,066	45,461,432
Capital work in progress	616,431	88,506
Prepaid expenses	52,180	80,826
Inventories	33,822	50,534
	<b>45,056,499</b>	<b>45,681,298</b>
<b>ACCUMULATED SURPLUS (page 4) (note 8)</b>	<b>\$ 57,334,425</b>	<b>\$ 57,511,761</b>

The accompanying notes are an integral part of these financial statements

**MUNICIPALITY OF WEST ELGIN**  
**CONSOLIDATED STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	<b>Budget 2021</b>	<b>Actual 2021</b>	<b>Actual 2020</b>
<b>REVENUE</b>			
Property taxation	\$ 3,771,300	\$ 3,717,505	\$ 3,734,823
User charges	4,277,763	4,598,774	4,358,989
Government grants (note 15)	2,801,905	2,919,934	2,725,148
Investment income	86,500	42,287	103,448
Penalty and interest on taxes	69,000	99,112	91,315
Other revenue	-	400	188,912
	<b>11,006,468</b>	<b>11,378,012</b>	<b>11,202,635</b>
<b>EXPENDITURES</b>			
General government	1,891,151	1,058,913	887,806
Protection to persons and property	1,663,669	1,704,904	1,650,318
Transportation services	3,839,780	2,431,436	2,601,761
Environmental services	5,840,401	3,952,675	4,226,440
Recreation and cultural development	1,412,621	1,309,978	1,357,675
Planning and development	207,423	189,739	248,113
	<b>14,855,045</b>	<b>10,647,645</b>	<b>10,972,113</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES (EXPENDITURES OVER REVENUE)</b>	<b>(3,848,577)</b>	<b>730,367</b>	<b>230,522</b>
<b>OTHER REVENUE (EXPENDITURES)</b>			
Government transfers related to capital	1,320,236	-	512,408
Net gain (loss) on disposal of tangible capital assets	27,500	(329,566)	33,908
Obligatory and other revenue related to capital	188,980	25,563	14,726
Transfer to obligatory reserve fund	-	(603,700)	-
	<b>1,536,716</b>	<b>(907,703)</b>	<b>561,042</b>
<b>EXCESS OF REVENUE OVER EXPENDITURES (EXPENDITURES OVER REVENUE)</b>	<b>(2,311,861)</b>	<b>(177,336)</b>	<b>791,564</b>
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>57,511,761</b>	<b>57,511,761</b>	<b>56,720,197</b>
<b>ACCUMULATED SURPLUS, END OF YEAR (note 8)</b>	<b>\$ 55,199,900</b>	<b>\$ 57,334,425</b>	<b>\$ 57,511,761</b>

The accompanying notes are an integral part of these financial statements

**MUNICIPALITY OF WEST ELGIN  
CONSOLIDATED STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
<b>NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:</b>		
<b>OPERATING ACTIVITIES</b>		
Excess of revenue over expenditures (page 4)	\$ (177,336)	\$ 791,564
Non-cash changes to operations		
Amortization	2,132,119	1,992,482
Net change in non-cash operating balances (A)	1,464,804	1,276,823
	<b>3,419,587</b>	<b>4,060,869</b>
<b>CAPITAL ACTIVITIES</b>		
Acquisition of tangible capital assets	(1,232,654)	(4,591,157)
Net loss on disposal of capital assets	207,901	117,078
Decrease (increase) in capital work in progress	(527,925)	2,314,048
Decrease (increase) in inventories	16,712	(10,699)
Decrease (increase) in prepaid expenses	28,646	(12,223)
	<b>(1,507,320)</b>	<b>(2,182,953)</b>
<b>FINANCING ACTIVITIES</b>		
Net change (repayments) in long-term debt	(68,179)	145,149
Net change in cash and cash equivalents during the year	<b>1,844,088</b>	<b>2,023,065</b>
Cash and cash equivalents, beginning of year	<b>11,466,797</b>	<b>9,443,732</b>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b>\$ 13,310,885</b>	<b>\$ 11,466,797</b>

(A) Non-cash operating balances includes taxes and accounts receivable, accounts payable and accrued liabilities and deferred revenue.

**MUNICIPALITY OF WEST ELGIN**  
**CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
Excess of revenue over expenditures (page 4)	\$ (177,336)	\$ 791,564
Amortization of tangible capital assets	2,132,119	1,992,482
Acquisition of tangible capital assets	(1,232,654)	(4,591,157)
Decrease (increase) in capital work in progress	(527,925)	2,314,048
Acquisition (disposal) of inventories	16,712	(10,699)
Net change in prepaid expenses	28,646	(12,223)
Net disposal of tangible capital assets	207,901	117,078
Increase in net financial assets	447,463	601,093
<b>NET FINANCIAL ASSETS, BEGINNING OF YEAR</b>	<b>11,830,463</b>	<b>11,229,370</b>
<b>NET FINANCIAL ASSETS, END OF YEAR</b>	<b>\$ 12,277,926</b>	<b>\$ 11,830,463</b>

The accompanying notes are an integral part of these financial statements

**MUNICIPALITY OF WEST ELGIN  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

---

The Municipality of West Elgin (the Municipality) is a municipality in the Province of Ontario, Canada. It conducts its operations guided by the provisions of provincial statutes such as the Municipal Act, Municipal Affairs Act and related legislation.

**1. Significant accounting policies**

The consolidated financial statements of the Municipality of West Elgin are prepared by management in accordance with Canadian public sector accounting standards.

The focus of these financial statements is on the consolidated financial position of the Municipality and changes thereto. The Consolidated Statement of Financial Position reports financial assets and liabilities. Financial assets are available to provide resources to discharge existing liabilities or finance future operations. Net financial assets represent the financial position of the Municipality and is the difference between financial assets and liabilities. This information presents the Municipality's overall future revenue requirements and its ability to finance activities and meet its obligations.

Significant aspects of the accounting policies adopted by the Municipality are as follows:

**a. i. Basis of consolidation**

These consolidated financial statements reflect the assets, liabilities, operating revenue and expenditures and accumulated surpluses and changes in investment in non-financial assets of the Municipality. The reporting entity includes the activities of all committees of Council and the following boards, municipal enterprises and utilities which are under the control of Council:

Four Counties Community Transportation Services

Port Glasgow Yacht Club

West Elgin Arena

Tri-County Water Board - Subsequent to year end an agreement was signed with participating municipalities which will be reflected in the subsequent financial statements.

**ii. Non-consolidated entities**

There are no local boards, joint local boards, municipal enterprises and utilities which are not consolidated.

**b. Revenue recognition**

Revenue is recognized when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured. Government grants and transfers are recognized in the consolidated financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.



**MUNICIPALITY OF WEST ELGIN  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

---

**1. Significant accounting policies continued**

**c. Accounting for County and School Board transactions**

The Municipality is required to bill, collect and remit provincial education and upper tier taxation in respect of residential and other properties on behalf of the School Boards and upper tier. The Municipality has no jurisdiction or control over the School Board or upper tier's operations or their tax rate. The taxation, other revenue, expenditures, assets and liabilities with respect to the operations of the School Boards, and the County of Elgin are not reflected in these consolidated financial statements.

**d. Trust fund**

Trust fund and its related operations administered by the Municipality are not consolidated, but are reported separately on the Trust Fund Statements of Financial Position and Operations and Accumulated Surplus.

**e. Non-financial assets**

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the ordinary course of operations. The change in non-financial assets during the year, together with the excess of revenue over expenditures, provides the Change in Net Financial Assets for the year.

The Municipality's non-financial assets consist of tangible capital assets. Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized on a straight-line basis over their estimated useful lives as follows:

Land Improvements	25 to 50 years
Buildings	30 to 70 years
Leasehold improvements	term of lease
Automotive	3 to 20 years
Information technology	3 to 10 years
Equipment	5 to 40 years
Infrastructure	20 to 75 years

The Municipality has a capitalization threshold of \$10,000, so that individual assets of lesser value are expensed unless they are pooled because collectively they have a significant value.

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expense as incurred.

Tangible capital assets received as contributions are recorded at their fair value at the date of the receipt. The fair value is also recorded as contributed revenue.



**MUNICIPALITY OF WEST ELGIN  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

---

**1. Significant accounting policies continued**

**f. Deferred revenue**

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used in the conduct of certain programs, in the completion of specific work or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenditures are incurred, services performed or the tangible capital assets are acquired.

**g. Use of estimates**

The preparation of consolidated financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenditures during the period. Such estimates are periodically reviewed and any adjustments necessary are reported in earnings in the period in which they become known. Actual results could differ from these estimates.

**h. Inventories**

Inventories held for consumption are recorded at the lower of cost or replacement cost.

**i. Financial instruments**

Financial instruments of the Municipality consist mainly of cash, investments, accounts receivable and taxes receivable. The carrying values of these financial assets approximate their fair values unless otherwise disclosed.

**2. Tax revenue**

Property tax billings are prepared by the Municipality based on an assessment roll prepared by the Municipal Property Assessment Corporation. All assessed property values in the Municipality were reviewed and new values established based on a common valuation date which was used by the Municipality in computing the 2021 property tax bills. Property tax revenue and tax receivables are subject to appeals which may not have been heard yet. Any supplementary billing adjustments made necessary by the determination of such appeals will be recognized in the fiscal year they are determined and the effect shared with the County of Elgin and the appropriate school boards.

**3. Trust fund**

Trust fund administered by the Municipality amounting to \$1,152 (2020 - \$1,141) has not been included in these consolidated financial statements.

**MUNICIPALITY OF WEST ELGIN**  
**NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

**4. Operations of School Boards and the County of Elgin**

Further to note 1.c, the taxation revenue of the School Boards and County of Elgin are comprised of the following:

	<b>School Boards</b>	<b>County</b>
Taxation and user charges	\$ 1,155,323	\$ 3,860,927
Requisitions	\$ 1,155,323	\$ 3,860,927

**5. Pension agreements**

The Municipality makes contributions to the Ontario Municipal Employees Retirement Fund (OMERS), which is a multi-employer plan, on behalf of members of its staff. The plan is a defined benefit plan which specifies the amount of the retirement benefit to be received by the employees based on the length of services and rates of pay.

The amount contributed to OMERS for 2021 was \$132,175 (2020 - \$140,150) for current service and is included as an expenditure on the Consolidated Statement of Operations and Accumulated Surplus. The Municipality had no obligation, as of December 31, 2021, under the past service provisions. The OMERS funding ratio for 2021 is 97.0% (2020 - 97.0%), with the goal of being fully funded by 2025.

**6. Deferred revenue - obligatory reserve funds**

A requirement of the Canadian public sector accounting standards is that obligatory reserve funds be reported as deferred revenue. This requirement is in place as provincial legislation restricts how these funds may be used and under certain circumstances these funds may possibly be refunded. The balances in the obligatory reserve funds of the Municipality are summarized as follows:

	<b>2021</b>	<b>2020</b>
Federal gas tax	\$ 1,013,718	\$ 700,079
Federal gas tax - transit	105,125	99,768
Safe Restart	172,866	139,981
OCIF	831,593	-
Other	6,560	4,060
	<b>\$ 2,129,862</b>	<b>\$ 943,888</b>

**MUNICIPALITY OF WEST ELGIN  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**7. Long-term liabilities**

**a. Composition of long-term liabilities**

The balance of long-term liabilities reported on the Consolidated Statement of Financial Position is made up of the following:

	2021	2020
Total long-term liabilities incurred by the Municipality including those incurred on behalf of school boards, other municipalities and municipal enterprises and outstanding at the end of the year amount to	\$ 326,198	\$ 357,410
Of the long-term liabilities shown above, the responsibility for payment of principal and interest charges for tile drain loans has been assumed by individuals. At the end of the year, the outstanding principal amount of this liability is	(117,389)	(80,422)
	\$ 208,809	\$ 276,988

**b. Debt retirement**

Debt repayments over the next five years are as follows:

	Recovered from Ratepayers
2022	\$ 66,879
2023	\$ 46,491
2024	\$ 25,295
2025	\$ 26,009
2026	\$ 10,432

**c. Approval**

Approval of the Ontario Municipal Board has been obtained for those pending issues of long-term liabilities and commitments to be financed by revenue beyond the term of Council and approved on or before December 31, 1992. Those approved after January 1, 1993 have been approved by by-law. The principal and interest payments required to service these pending issues and commitments are within the debt repayment limit prescribed by the Ministry of Municipal Affairs.

**MUNICIPALITY OF WEST ELGIN  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**7. Long-term liabilities continued**

**d. Contingent liability**

The Municipality is contingently liable for long-term liabilities with respect to tile drainage loans, and for those for which the principal and interest had been assumed by other municipalities, school boards and unconsolidated local boards, municipal enterprises, and utilities. The total amount outstanding as at December 31, 2021 is \$117,389 (2020 - \$80,422) and is not recorded on the Consolidated Statement of Financial Position.

**e. Interest**

The Municipality paid interest in 2021 on long-term liabilities of \$7,915 (2020 - \$5,221).

**8. Accumulated Surplus**

The accumulated surplus on the Consolidated Statement of Financial Position at the end of the year is comprised of the following:

	2021	2020
Operating Surplus		
- for general reduction of taxation	\$ -	\$ -
- for reduction of user fees	305,804	254,533
Invested in tangible capital assets	44,983,208	45,210,454
Reserves set aside for specific purpose	9,745,614	9,438,869
Reserve funds set aside for specific purpose	2,299,799	2,607,905
<b>ACCUMULATED SURPLUS</b>	<b>\$ 57,334,425</b>	<b>\$ 57,511,761</b>

**9. Budget figures**

The Municipality's Council completes separate budget reviews for its operating and capital budgets each year. The approved operating budget for 2021 is reflected on the Consolidated Statement of Operations and Accumulated Surplus. For capital spending, budgets are set for individual projects and funding for these activities is determined annually and made by transfers from the accumulated surplus and by the application of applicable grants or other funds available to apply to capital projects.

**10. Commitments**

- The Municipality has contracted with Ontario Clean Water Agency ("OCWA") to operate and maintain their water and wastewater systems for a total contracted amount in 2021 - \$951,028 (2020 - \$929,446).
- The Municipality contracts with the Ontario Provincial Police to provide policing services through the County of Elgin. The Municipality's share of this contract for 2021 was \$957,592 (2020 - \$954,156).

**MUNICIPALITY OF WEST ELGIN  
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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**11. Public sector salary disclosure**

There are two employees paid a salary, as defined in the Public Sector Disclosure Act, 1996 of \$100,000 or more.

**12. Post-closure landfill costs**

During 2007, the Municipality engaged a consultant to estimate the post-closure costs for the West Elgin Landfill site. It is estimated that it will cost \$296,180 in 2007 dollars which will approximate \$568,200 in the year 2022 which is the estimated year of closure. During 2019, the estimated year of closure has been extended to 2029. As of December 31, 2021 the Municipality has set aside \$805,763 (2020 - \$805,763) in the waste management reserve to fund these costs.

**13. Contaminated sites**

The Canadian public sector accounting standard 3510 requires municipalities to evaluate sites owned by the Municipality for potential contamination. This standard requires the Municipality to disclose the liability, if any, related to remediation of such sites. The Municipality is of the opinion there are no such contaminated sites and therefore, no liability is required.

**14. Segmented Information**

Segmented information is presented on Schedule 2. The Municipality is a diversified municipality and provides a wide range of services to its citizens including police through contracted services, fire, transportation, environmental services, including water, wastewater and waste disposal and community services, including recreation and planning. The general government segment includes such functions as finance and information services, council and administrative offices.

**15. Significant event**

In March 2020, the Province of Ontario declared a state of emergency in response to the COVID-19 virus. The Municipality has followed the Provincial orders regarding essential services and as a result, has closed some of its services as required under these orders in 2021 and 2020. During the year ending December 31, 2021, the Municipality recognized \$118,160 (2020 - \$39,819) of government grants under the Safe Restart Program. It is unclear the total financial impact the COVID-19 virus will have on the Municipality. Council and staff continue to monitor the situation.

**16. Comparative balances**

Certain comparative balances have been reclassified to conform with the current year's financial statement presentation.

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**MUNICIPALITY OF WEST ELGIN**  
**SCHEDULE 1 - CONSOLIDATED SCHEDULE OF TANGIBLE CAPITAL ASSETS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	Land	Land Improvements	Buildings	Automotive	Equipment	Roads and Bridges	Environmental Systems	2021 Total	2020 Total
<b>COST</b>									
Balance, beginning of year	\$ 5,041,873	\$ 2,316,760	\$15,011,443	\$ 5,424,931	\$18,563,821	\$12,827,679	\$14,512,791	\$73,699,298	\$69,299,279
Add:									
Additions during the year	-	-	71,131	661,870	499,653	-	-	1,232,654	4,591,157
Less:									
Disposals during the year	(36,198)	-	-	(328,693)	-	-	-	(364,891)	(191,138)
Balance, end of year	5,005,675	2,316,760	15,082,574	5,758,108	19,063,474	12,827,679	14,512,791	74,567,061	73,699,298
<b>ACCUMULATED AMORTIZATION</b>									
Balance, beginning of year	-	1,144,832	6,772,873	2,858,814	6,908,319	6,999,750	3,553,278	28,237,866	26,319,444
Add:									
Amortization during the year	-	47,288	340,749	250,354	856,574	447,312	189,842	2,132,119	1,992,482
Less:									
Disposals during the year	-	-	-	(156,990)	-	-	-	(156,990)	(74,060)
Balance, end of year	-	1,192,120	7,113,622	2,952,178	7,764,893	7,447,062	3,743,120	30,212,995	28,237,866
<b>NET BOOK VALUE OF TANGIBLE CAPITAL ASSETS</b>	<b>\$ 5,005,675</b>	<b>\$ 1,124,640</b>	<b>\$ 7,968,952</b>	<b>\$ 2,805,930</b>	<b>\$11,298,581</b>	<b>\$ 5,380,617</b>	<b>\$10,769,671</b>	<b>\$44,354,066</b>	<b>\$45,461,432</b>

This schedule is provided for information purposes only.

**MUNICIPALITY OF WEST ELGIN**  
**SCHEDULE 2 - CONSOLIDATED SCHEDULE OF SEGMENTED INFORMATION**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

	General Government	Protective Services	Transportation	Environmental	Recreation and Culture	Planning and Development	Total
<b>REVENUE</b>							
Taxation	\$ 3,717,505	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,717,505
User charges	60,595	133,491	187,649	3,534,134	636,109	46,796	4,598,774
Government grant	2,159,552	24,841	552,132	-	133,801	49,608	2,919,934
Investment income	20,044	-	-	21,957	286	-	42,287
Penalty and interest on taxes	99,112	-	-	-	-	-	99,112
Other	-	400	-	-	-	-	400
Capital related revenue (expenditures)	111,237	1,200	(653,098)	-	(367,042)	-	(907,703)
	6,168,045	159,932	86,683	3,556,091	403,154	96,404	10,470,309
<b>EXPENDITURES</b>							
Salaries and benefits	683,107	181,554	577,877	247,011	378,829	28,239	2,096,617
Materials and supplies	355,560	1,439,431	1,202,578	2,558,849	700,991	161,500	6,418,909
Amortization	20,246	83,919	650,981	1,146,815	230,158	-	2,132,119
	1,058,913	1,704,904	2,431,436	3,952,675	1,309,978	189,739	10,647,645
<b>EXCESS OF REVENUE OVER EXPENDITURES</b> <b>(EXPENDITURES OVER REVENUE)</b>	\$ 5,109,132	\$ (1,544,972)	\$ (2,344,753)	\$ (396,584)	\$ (906,824)	\$ (93,335)	\$ (177,336)

This schedule is provided for information purposes only.

**MUNICIPALITY OF WEST ELGIN**  
**TRUST FUND**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**



**MUNICIPALITY OF WEST ELGIN  
TRUST FUND  
FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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<b>-1-</b>	Independent Auditor's Report
<b>-3-</b>	Statement of Financial Position
<b>-4-</b>	Statement of Operations and Accumulated Surplus
<b>-5-</b>	Statement of Cash Flows
<b>-6-</b>	Notes to the Financial Statements

## **INDEPENDENT AUDITOR'S REPORT**

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### **To the Members of Council, Inhabitants and Ratepayers of the Municipality of West Elgin**

#### **Opinion**

We have audited the accompanying financial statements of Municipality of West Elgin Trust Fund (the "Trust Fund"), which comprise the Statement of Financial Position as at December 31, 2021, and Statements of Operations and Accumulated Surplus, and Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Municipality of West Elgin as at December 31, 2021 and its financial performance and its cash flows and net financial assets for the year then ended in accordance with Canadian public sector accounting standards.

#### **Basis of Opinion**

We conducted our audit in accordance with Canadian generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the Trust Fund in accordance with the ethical requirements that are relevant to our audit of the financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### **Responsibilities of Management and Those Charged with Governance for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Trust Fund's ability to continue as a going concern, disclosing, as applicable, matters relating to going concern and using the going concern basis of accounting unless management either intends to liquidate the Trust Fund or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Trust Fund's financial reporting process.

## **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Canadian generally accepted auditing standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with Canadian generally accepted auditing standards, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust Fund's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Trust Fund's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Trust Fund to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

**September 8, 2022**  
**London, Canada**

**LICENSED PUBLIC ACCOUNTANT**

**MUNICIPALITY OF WEST ELGIN  
TRUST FUND  
STATEMENT OF FINANCIAL POSITION  
AS AT DECEMBER 31, 2021**

	2021		2020	
FINANCIAL ASSETS				
Due from Municipality of West Elgin - Schleihauf (note 2)	\$	1,152	\$	1,141
		1,152		1,141
LIABILITIES				
		-		-
NET FINANCIAL ASSETS				
		1,152		1,141
ACCUMULATED SURPLUS (note 2)	\$	1,152	\$	1,141

The accompanying notes are an integral part of the financial statements

**MUNICIPALITY OF WEST ELGIN  
TRUST FUND  
STATEMENT OF OPERATIONS AND ACCUMULATED SURPLUS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
<b>REVENUES</b>		
Interest	\$ 11	\$ 1
Excess revenue over expenditures for the year	11	1
<b>ACCUMULATED SURPLUS, BEGINNING OF YEAR</b>	<b>1,141</b>	1,140
<b>ACCUMULATED SURPLUS, END OF YEAR</b>	<b>\$ 1,152</b>	\$ 1,141

The accompanying notes are an integral part of the financial statements

**MUNICIPALITY OF WEST ELGIN  
TRUST FUND  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

	2021	2020
<b>NET INFLOW (OUTFLOW) OF CASH RELATED TO THE FOLLOWING ACTIVITIES:</b>		
<b>OPERATING ACTIVITIES</b>		
Excess of revenue over expenditures (page 4)	\$ 11	\$ 1
(Increase) decrease in due from Municipality of West Elgin	(11)	(1)
Cash provided by operating transactions	-	-
Increase in cash	-	-
Cash, beginning of year	-	-
<b>CASH, END OF YEAR</b>	<b>\$ -</b>	<b>\$ -</b>

The accompanying notes are an integral part of the financial statements

**MUNICIPALITY OF WEST ELGIN  
TRUST FUND  
NOTES TO THE FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

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**1. Accounting policies**

The financial statements of the Municipality of West Elgin Trust Fund (the "Trust Fund") are prepared by management in accordance with Canadian public sector accounting standards.

**a. Revenue recognition**

Revenue is recognized as it is received or receivable if the amount to be received can be reasonably estimated and collection is reasonable assured.

**b. Financial instruments**

The financial instruments of the Trust Fund consist of cash. The carrying values of these financial assets approximate their fair values unless otherwise disclosed.

**c. Use of estimates**

The preparation of financial statements in conformity with Canadian public sector accounting standards requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenditures during the period. Actual results could differ from these estimates.

**d. Capital assets**

The Trust Fund does not own any capital assets.

**2. Schleihau Trust Fund**

The Schleihau Trust Fund is to be used for needy individuals of the former Village of West Lorne. Annually, interest earned can be distributed at the discretion of Council. The original bequest was \$1,000 and interest is accruing on a yearly basis. The cash is held by the Municipality of West Elgin.

**3. Significant event**

In March 2020, the Province of Ontario declared a state of emergency in response to the COVID-19 virus. Management is continuing to monitor the situation.

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# **Municipality of West Elgin**

## **Minutes**

### **Council Meeting**

**August 11, 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**  
**R. Brown, Planner**  
**B. Jessome, Records & Administrative Assistant**

**Also Present:**  
**Carolyn Krahn, Manager of Economic Development and Tourism, County of Elgin**  
**Delany Leitch, Business Enterprise Facilitator, County of Elgin**

**This meeting was held in a hybrid format.**

**1. Call to Order**

Mayor Duncan McPhail called the meeting to order at 9:32 a.m.

**2. Adoption of Agenda**



**Resolution No. 2022- 301**  
**Moved: Deputy Mayor Leatham**  
**Seconded: Councillor Rowe**

That West Elgin Council hereby adopts the Agenda as presented.

**Carried**

**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Delegations**

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

Carolyn Krahn presented information on revamped Elgin County Economic Development & Tourism Strategy along with the unveiling of a short Video to promote West Elgin.

**5. Adoption of Minutes**

**Resolution No. 2022- 302**  
**Moved: Councillor Tellier**  
**Seconded: Councillor Cammaert**

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

**Carried**

**6. Business Arising from Minutes**

None.

**7. Consent Agenda**

**Resolution No. 2022- 303**  
**Moved: Councillor Tellier**  
**Seconded: Deputy Mayor Leatham**

That West Elgin Council receives the Consent Items 7.1, 7.2 and 7.3

**Carried**

- 7.1 Monthly Staff Reports**
  - 7.1.1 Building Activity Report July 2022**
  - 7.1.2 Monthly Operations Update – July 2022**
  - 7.1.3 Summary of Ontario Invest Grant Spending.**
- 7.2 Communications from Other Municipalities**
  - 7.2.1 Elgin County Council Highlights - July 12, 2022**
- 7.3 Communications**
  - 7.3.1 Southwestern Public Health Annual Report**
  - 7.3.2 Changes to Investing in Canada Infrastructure Program**
  - 7.3.3 Invitation to Port Glasgow Dance Pavilion Anniversary**
- 8. Staff Reports**
  - 8.1 Operations & Community Services**
    - 8.1.1 Recycling Collection & Depot Operation During Transition Period 2023-2026**

**Resolution No. 2022- 304**  
**Moved: Deputy Mayor Leatham**  
**Seconded: Councillor Rowe**

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.

**Carried**

## **8.2 Planning**

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

**Resolution No. 2022- 305**

**Moved: Councillor Cammaert**

**Seconded: Deputy Mayor Leatham**

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.

**Carried**

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

**Resolution No. 2022- 306**

**Moved: Councillor Tellier**

**Seconded: Deputy Mayor Leatham**

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.

**Carried**

### **8.3 Clerk's**

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

**Resolution No. 2022- 307**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

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.

**Carried**

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

**Resolution No. 2022- 308**

**Moved: Councillor Tellier**

**Seconded: Councillor Cammaert**

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.

**Carried**

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

**Resolution No. 2022- 309**

**Moved: Councillor Cammaert**

**Seconded: Councillor Rowe**

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.

**Carried**

## **8.4 Finance/Administration**

### **8.4.1 M. Badura, CAO/Treasurer - IT Support Agreement**

**Resolution No. 2022- 310**

**Moved: Councillor Rowe**

**Seconded: Councillor Cammaert**

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.

**Carried**

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

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

Councillor Rowe reported that the Dutton Dunwich/West Elgin Community Fund has worked diligently to get the Founders Campaign off the ground. This campaign is coming to an end and so far has raised \$175,000 from generous residents.

Councillor Rowe also reported that the 101st Anniversary of the Port Glasgow Dance Hall Celebration is being held on Sunday August 28 between 2 and 4 pm.

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

## **10. Accounts**

### **Resolution No. 2022- 311**

**Moved: Councillor Rowe**

**Seconded: Deputy Mayor Leatham**

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.

**Carried**

## **11. Consideration of Items Requiring Discussion**

### **11.1 Request to Waive Fees**

#### **Resolution No. 2022- 312**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

That West Elgin Council hereby approve the waiver of fees in the amount of \$711.90 for the West Elgin Community Health Centre Children's Fitness Program, as requested.

**Carried**

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

Staff be directed to issue a letter to County of Elgin indicating their support of a bench being placed on private property on Furnival Road and requesting the County indicate their support to the requestor.

## **12. Council Inquires/Announcements**

### **12.1 Notice of Motion**

None.

### **12.2 Statements/Inquires by Councillors**

Councillor Tellier inquired when the launch of the Recycle Coach App would be? Clerk Jana Nethercott reported that staff are working on finalizing the information in the app and it will hopefully come out shortly.

## **13. By-Laws**

### **13.1 By-Law 2022-51 - Elections Compliance Audit Committee Appointment**

**Resolution No. 2022- 313**

**Moved: Councillor Tellier**

**Seconded: Councillor Cammaert**

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.

**Carried**

### **13.2 By-Law 2022-52 - Site Plan Agreement - 177 Victoria St Rodney**

**Resolution No. 2022- 314**

**Moved: Councillor Tellier**

**Seconded: Councillor Rowe**

That By-law 2022-52 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.

**Carried**

### **13.3 By-Law 2022-53 - By-Law Enforcement Services Agreement**

**Resolution No. 2022- 315**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Cammaert**

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.

**Carried**

### **13.4 By-Law 2022-54 - Shared IT Support Agreement**

**Resolution No. 2022- 316**

**Moved: Councillor Rowe**

**Seconded: Councillor Tellier**

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.

**Carried**

### **13.5 By-Law 2022-55 - Planning Services Agreement**

**Resolution No. 2022- 317**

**Moved: Councillor Rowe**

**Seconded: Deputy Mayor Leatham**

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.

**Carried**



**13.6 By-Law 2022-56 - Appoint By-Law Enforcement Officers**

**Resolution No. 2022- 318**

**Moved: Councillor Cammaert**

**Seconded: Councillor Tellier**

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.

**Carried**

**14. Closed Session**

**Resolution No. 2022- 319**

**Moved: Deputy Mayor Leatham**

**Seconded: Councillor Tellier**

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 10:38 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 12:47 p.m.

**Resolution No. 2022- 320**

**Moved: Councillor Tellier**

**Seconded: Councillor Cammaert**

That consideration was given to matters that pertain to personal matters about identifiable individual(s) including municipal or local board employee(s).

**Carried**

**16. Confirming By-Law**

**Resolution No. 2022- 321**

**Moved: Councillor Rowe**

**Seconded: Deputy Mayor Leatham**

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.

**Carried**

**17. Adjournment**

**Resolution No. 2022- 322**

**Moved: Councillor Tellier**

**Seconded: Councillor Cammaert**

That the Council of the Municipality of West Elgin hereby adjourn at 12:48 p.m. to meet again at 9:30 a.m. on September 8, 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:** 2022-09-22  
**Subject:** Building Activity Report August 2022

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### **Recommendation:**

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

### **Purpose:**

The purpose of this report is to provide Council with information regarding the type of permits issued between August 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 August: **12**
- Total Number of those being Demolition Permits issued: **2**
- Number of New Residence Building Permits within: **1**

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

- 2022: Number of Permits Issued to end of August: **68**
- 2021: Number of Permits Issued to end of August: **79**
- 2022: Total Construction Value to end of August: **\$7,140,438.00**
- 2021: Total Construction Value to end of August: **\$6,623,825.00**
- 2022: Total Permit Fees to end of August: **\$52,817.51**
- 2021: Total Permit Fees to end of August: **\$37,678.89**

### **Financial Implications:**

There are no financial implications associated with this report.



**Report Approval Details**

Document Title:	Building Activity Report August 2022 - 2022-10-Building.docx
Attachments:	
Final Approval Date:	Sep 7, 2022

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

Jana Nethercott



## Staff Report

---

**Report To:** Council Meeting  
**From:** Jeff McArthur, Fire Chief  
**Date:** 2022-09-22  
**Report:** 2022-12  
**Subject:** Monthly Report – July, August 2022

---

### **Recommendation:**

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

### **Purpose:**

To provide Council with an update on fire department activities in the month of July & August 2022.

### **Background:**

#### ***Emergency Responses***

Mutual Aid	2	Assist Dutton-Dunwich with barn fire, trailer fire
MVC	3	3 on Hwy 401, 1 with extrication
Alarms Sounding	6	3 residential, 3 commercial.
Other	3	Medical assists
<b>TOTAL</b>	<b>14</b>	

#### ***Training & Meetings***

Department topics in July & August included updated operational guidelines, hose testing, facility pre-planning tours, and live fire with the Ontario Fire College's Mobile Live Fire Training trailer.

Rodney Station #1 is hosting two NFPA 1072 Hazardous Material Operations courses this fall, through the Elgin-Middlesex Regional Fire School and the Ontario Fire College.

A full Fall Schedule has been sent out, including mandatory medical training.

An Officers Meeting was held in August. The agenda included an apparatus replacement schedule, and a tanker replacement committee – a blend of officers and firefighters from both stations is recommended. There is a consensus that low training and low incident attendance is noticeable at both stations, highlighting a need to enforce attendance minimum to ensure all firefighters are trained to an acceptable level.

Fire Chief attended a County Chiefs Meeting. Jason Rick, Deputy Chief of Operations, Medavie Elgin EMS attended to discuss Tiered Response Agreements (TRA) across the County. A removal

of 15-minute delays on West Elgin's TRA is recommended, once fall medical training is complete. Currently WEFD only responds to medical calls when EMS requests fire to attend or when there is a 15-minute delay. Removing the delay increases the opportunity that firefighters will arrive prior to paramedics to provide initial medical support and potentially life saving care for the residents of West Elgin.

### ***Fire Prevention***

An auto extrication demonstration and public education were conducted during Canada Day festivities at Miller Park.

Fire safety information was provided at the EarlyON Children's Festival in West Lorne, with up to 200 children participating.

Planning is underway for Fire Prevention Week, which runs from October 9-15. This year's theme is: Fire won't wait. Plan your escape.

### ***Other Activities/Information***

A recruitment is planned for this fall, for both stations. Recruits requiring NFPA 1001 Certification would start this fall and begin the Elgin-Middlesex Course in January.

Breathing air compressor installation is complete. Both original compressors were donated to Firefighters Without Borders.

Conversion of front-line SCBA to 4500psi is complete, annual SCBA flow testing also complete.

A draft automatic aid agreement for WEFD's response area south of Wardsville has been sent to Southwest Middlesex Fire for review.

### **Financial Implications:**

There are no financial implications associated with this report.

**Report Approval Details**

Document Title:	Monthly Activity Report - July, August 2022 - 2022-12-Fire.docx
Attachments:	
Final Approval Date:	Sep 20, 2022

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

Jana Nethercott





## Staff Report

---

**Report To: Council Meeting**

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

**Date: 2022-09-22**

**Subject: Monthly Operations Update**

---

### **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 West Elgin Council with an update on operations carried out within the Municipality during the month of August.

### **Background:**

#### Parks and Recreation

- Staff prepared Miller Park for the Soccer Cup Day tournament and Summer Fiesta Market which were held there during the month of August.
- Flowerpot brackets arrived for the decorative poles in Rodney and were immediately installed. This allowed flower baskets to be re-hung so residents could enjoy them for the remainder of the season. With the new brackets in place, all light poles will have hanging baskets in 2023.
- Summer students kept busy watering flowers and cutting grass until months end.
- Staff completed regular cleaning of the Rec Centre for summer day camp activities and washrooms in Miller Park.
- Staff also provided regular cleaning of washrooms and the fish cleaning station at the marina.
- Pool maintenance continued throughout the month of July, with the last swim taking place on August 26. Pool staff did an excellent job of handling what turned out to be a busy summer season
- Parks operator Matt Ross installed new plaques in the Memorial Park Cairn as preparation for the PGTP Dance Hall Anniversary celebration.

#### Public Works

- Crews began work on the Marsh Line rehabilitation project between Kerr Road and Graham Road. This included pulverizing the old surface treatment, installing improved drainage measures, and grading/compacting new granular material. The contractor will be in West Elgin early in September to complete the new surface treatment.
- Crews worked with Gillier Drainage to run a new ten-inch drain tile along Hoskins Line east of Blacks Road and install catch basins at the corner of Blacks and Hoskins.

- Shoulder slides were repaired on Blacks Road and Gray Line.
- Grass cutting operations continued during the month, with most areas having now received a second cut. Fall cutting will begin in September in preparation for the winter months.
- Problem trees were removed in August and stump grinding scheduled.
- Staff manufactured and installed a new catch basin lid to complete a drainage project on McMurchy Line.
- Staff assisted the parks department in re-hanging flowerpots in downtown Rodney.
- New gates were installed at the entrance to Memorial Park between the stone pillars. In the future, once the stone pillars/walls are removed, additional iron fencing can be added to match the new gate.

## Utilities

- Staff installed a meter pit for a new service on Stalker Line
- Two (2) curb box repairs were completed in Rodney
- Utilities staff assisted VanBree Drainage with work on Elgin County's reconstruction of Furnival Road and Queens Line. Sidewalks have now been installed on Queens Line and the boulevard re-instated. Outstanding deficiencies are being corrected and paving is scheduled for early September.
- Locate requests remain steady throughout August, with favorable weather promoting construction across the municipality.
- The Utility Supervisor assisted planning staff with reviewing construction drawings for potential development and providing comments on servicing.
- Staff were able to use some much-deserved holiday time during the month.

**Report Approval Details**

Document Title:	Monthly Operations Update - August 2022 - 2022-64-Operations Community Services.docx
Attachments:	
Final Approval Date:	Sep 20, 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:** Magda Badura, CAO/Treasurer & Jana Nethercott, Clerk

**Date:** 2022-09-22

**Subject:** Administration Activity Report – June, July & August 2022

---

### **Recommendation:**

That West Elgin Council hereby receives the report from Administration re: Administration Activity Report for June, July and August 2022

### **Purpose:**

The purpose of this report is to provide Council with an update on the activities of the Administration staff for the months of June, July and August 2022

### **Municipal Office Operations:**

In June staff finalized the automation of the Accounts Payable process within Laserfiche document management system and beta tested this system. Finance staff and the Clerk training the rest of the staff on this process by the end of June, with full implementation of the automation taking place as of July 1. This process was part of the Modernization Grant from the Province. Phase two of the process, final approvals by the Treasurer and Deputy Mayor is being developed currently.

Staff partnered with React Now Training out of Newbury to host the Babysitters Course and Home Alone Course on June 30, 2022. Both of these courses sold out quickly and staff have booked more of these on upcoming PD days (October 24, January 20, March 13 and June 2).

Staff developed and issued a request for proposal for the supply of a new Transit Bus for the Four Counties Transit System and reviewed the responses.

Staff worked in July to launch the Recycle Coach App. To date we have a total of 290 users signed up for the App. Staff will be continuing to market the use of this app.

Staff started working with Dutton Dunwich to plan the two commemorative ceremonies for the National Day for Truth and Reconciliation on September 30. West Elgin's ceremony would be at 1 pm at the West Lorne Arena.

Staff brought on board a new Janitorial Company, Giles Janitorial started cleaning municipal offices and buildings as of August 1.

Water Bills were produced and mailed out in the first week of August

Staff gathered information for the Final Tax Bill insert

**Election:**

West Elgin partnered with Dutton Dunwich and Southwold to host a Ministry of Municipal Affairs and Housing workshop for those interested in running for Council on June 27, 2022. This session was held with virtual, in person attendance as well as streamed live on the West Elgin YouTube channel. Recordings of this session were also made available on the municipal website.

August was a busy month for Elections, with the upload of the Voter's List, to update and review for duplications and corrections. Accepting of Nomination paperwork, approvals of the Voter Information Letters and certifying of the Nominations and Acclimations.

**Vital Statistics:**

Registered Deaths – 90

Marriage Licenses – 20

Marriage Ceremonies Performed – 3

Brittany Jessome was approved as a Deputy Registrar and able to issue Marriage Licenses and Register Deaths on behalf of the Municipality.

**Service Ontario:**

Month	Total Served	Capacity Percentage
June	283	77%
July	154	69%***
August	331	87%

\*\*\* July Numbers are lower due to staff vacation time.

**Service Requests (CityWide):**

Attached please find a summary of Open and Closed Calls for the months of June, July and August. All Open requests are either waiting for parts to complete the job or require more follow up. There is an additional report that list the Total Service Requests worked on with in.

## Closed Service Request (June 1 to Aug 31)

Table 1 of 1

Name	Service Requests Count
Administration - General	1
Animal Control Complaint	7
By-law/Property Standards Complaint	26
By-law/Property Standards Inquiry	3
Beach/Marina - General	4
Garbage / Litter - Parks	2
Grass Cutting - Parks	2
Parks - General	3
Catch Basins	2
Dead Animal	4
Garbage Collection	3
Grass Cutting - Roadside	2
Illegal Dumping	1
Public Works - General	3
Recycling Collection	2
Sidewalk - General	2
Sign - Maintenance	2
Sign - Request for New	3
Traffic Signs	1
Tree Fallen	4
Tree Inspection	3
Trees - General	1
Water Leak	2
Cumulative Total	83

## Open Service Requests (June 1 to Aug 31)

Table 1 of 1

Name	Service Requests Count
Administration - General	1
Fencing Permit	1
Zoning - Building	1
By-law/Property Standards Complaint	2
Burn Complaint	1
Beach/Marina - General	1
Grass Cutting - Parks	1
Community Improvement Plan	1
Garbage Collection	2
Grass Cutting - Roadside	4
Potholes	1
Recycling Collection	1
Shouldering	1
Streetlight - Maintenance	1
Traffic Signs	1
Sewer Smell	1
Water - General	1
Water Meter	1
Cumulative Total	23

## Total Service Requests (June 1 to Aug 31)

Table 1 of 1

Name	Service Requests Count
Administration - General	1
Animal Control Complaint	8
By-law/Property Standards Complaint	32
By-law/Property Standards Inquiry	4
Beach/Marina - General	4
Garbage / Litter - Parks	2
Grass Cutting - Parks	2
Parks - General	4
Catch Basins	3
Dead Animal	4
Dust Complaint	1
Flooding	1
Garbage Collection	3
Grass Cutting - Roadside	4
Illegal Dumping	1
Permit - Entrance/Road Occupancy	1
Potholes	1
Public Works - General	5
Recycling Collection	3
Sidewalk - General	2
Sign - Maintenance	4
Sign - Request for New	10
Street Sweeping	1
Streetlight - Maintenance	6
Streetlight - General	1
Traffic Signs	1
Tree Fallen	4
Tree Inspection	6
Trees - General	1
Meter Read	1
Sewer - General	1
Water - General	1
Water Leak	2



Name	Service Requests Count
Water Meter	3
Meter Inspection	1
Cumulative Total	129

# Elgin County Council Highlights



## In this Issue

- Council Approves Civility and Respect Policy
- Warden Mary French Raises Pride Flag
- Port Stanley Traffic Study
- Council Endorses Corporate Asset Management Plan
- Council Approves Centennial Avenue and Elm Line Roundabout Landscaping Design

### Council Approves Civility and Respect Policy

Elgin County Council approved Human Resources Policy 2.80 and 2.80.1 – Civility and Respect – Policy and Procedures Against Harassment and Discrimination. These new policies are a result of many months of organizational culture work completed by the County’s management team. These policies are meant to act as tools for County leadership and staff to understand the expectations of the organization, and to help staff work through inevitable workplace conflicts as they arise. The Council report and policies can be viewed in the August 9, 2022, County Council Agenda Package.

## **Warden Mary French Raises Pride Flag**

On August 9, 2022, Elgin County Warden Mary French proclaimed August 8-14, 2022, as Pride Week within the County of Elgin. To celebrate the occasion, Warden French raised the Pride flag with Martin Withenshaw of the Rainbow Optimist Club of Southwestern Ontario (pictured below). The County of Elgin recognizes that supporting Lesbian, Gay, Bi-sexual, Transgender, two-spirited, Queer, and all other sexual orientation and gender identities as full and equal members of our community is a vital and integral part of strengthening our Municipality.



## **Port Stanley Traffic Study**

At its meeting on July 26, 2022, County Council directed staff to complete a traffic study along County Roads at nine (9) locations within the Village of Port Stanley. Staff deployed radar traffic data collectors in strategic areas along these County roads and collected information between July 27, 2022, and August 3, 2022. Staff provided a summary of the findings at the August 9, 2022 meeting, and the results can be viewed in the staff report in the August 9, 2022, County Council Agenda Package. Council directed staff to prepare a follow-up report at its September 14, 2022, Council meeting detailing costs and maintenance considerations associated with a pilot project including traffic calming measures on East Road in Port Stanley.



## Council Endorses Corporate Asset Management Plan



County Council endorsed the Elgin County Corporate Asset Management Plan at their August 9, 2022, meeting. Asset Management is the process of collecting a variety of data and information regarding municipal assets and infrastructure, and using the data and information to make the best long-term decisions in regards to building, operating, maintaining, renewing, replacing, and disposing of those assets. The County's latest Corporate Asset Management Plan was prepared exclusively by staff and focuses on the County's stormwater, sanitary, transportation, fleet, long-term care homes, and corporate facilities. The plan can be viewed [here](#).

## Council Approves Centennial Avenue and Elm Line Roundabout Landscaping Design

The County of Elgin is preparing to construct its first roundabout at the intersection of Centennial Ave and Elm Line. Council considered many options for the landscaping of the open space in the centre of the roundabout and, with the support of the County's Environmental Committee, approved the installation of a naturalized habitat with a stone buffer for \$55,000 in estimated capital costs and \$1,000 in estimated annual maintenance costs. More information about the design can be found in the August 9, 2022, County Council Agenda.

For the complete August 9, 2022 County Council Agenda Package please visit the Elgin County [website](#).

August 4, 2022

Honourable Sylvia Jones  
Minister of Health and Deputy Premier  
[Sylvia.Jones@pc.ola.org](mailto:Sylvia.Jones@pc.ola.org)

**Re: Warming and Cooling Centre Policy**

Dear Honourable Sylvia Jones,

At their meeting of July 13, 2022, Aylmer Town Council adopted the following resolution regarding a request for increased federal and provincial funding for Health Units to develop uniform and comprehensive local responses to extreme heat and cold events:

That Report CAO 49-22 entitled Warming and Cooling Centre Policy, be received for information; and

That Council approve adoption of the Warming and Cooling Centre Policy; and

That Council request increased federal and provincial funding for Health Units to develop uniform and comprehensive local responses to extreme heat and cold events; and,

That a copy of this resolution be sent to the Minister of Environment and Climate Change, Minister of Health Canada, Minister of Natural Resources and Forestry Ontario, Ontario Minister of Health, Ontario municipalities and the Southwestern Public Health Unit.

Thank you,

**Owen Jaggard**  
**Deputy Clerk / Manager of Information Services | Town of Aylmer**  
46 Talbot Street West, Aylmer, ON N5H 1J7  
519-773-3164 Ext. 4913 | Fax 519-765-1446  
[ojaggard@town.aylmer.on.ca](mailto:ojaggard@town.aylmer.on.ca) | [www.aylmer.ca](http://www.aylmer.ca)

Cc:  
Honourable Steven Guilbeault, Minister of Environment and Climate Change  
Honourable Jean-Yves Duclos, Minister of Health

Honourable Graydon Smith, Minister of Natural Resources and Forestry Ontario,  
Ontario Municipalities

Delivered by email to: [Sylvia.Jones@pc.ola.org](mailto:Sylvia.Jones@pc.ola.org); [Steven.Guilbeault@parl.gc.ca](mailto:Steven.Guilbeault@parl.gc.ca);  
[hcmminister.ministresc@hc-sc.gc.ca](mailto:hcmminister.ministresc@hc-sc.gc.ca), [Graydon.Smith@pc.ola.org](mailto:Graydon.Smith@pc.ola.org)

# Report CAO 49-22



<b>Report Title:</b>	<b>Warming and Cooling Centre Policy</b>
<b>Submitted for:</b>	<b>Council – July 13, 2022</b>
<b>Report Author:</b>	Andy Grozelle, Chief Administrative Officer
<input type="checkbox"/> Receive for Information	<input checked="" type="checkbox"/> Recommendation

## Recommendation

That Report CAO 49-22 entitled Warming and Cooling Centre Policy, be received for information; and

That Council approve the adopting of the Warming and Cooling Centre Policy; and

That Council request increased federal and provincial funding for Health Units to develop uniform and comprehensive local responses to extreme heat and cold events; and

That a copy of this resolution be sent to the Minister of Environment and Climate Change, Minister of Health Canada, Minister of Natural Resources and Forestry Ontario, Ontario Minister of Health, Ontario municipalities and the Southwestern Public Health Unit.

## Executive Summary

This report seeks formalize measures the Town of Aylmer will take in response to incidents of extended heat or cold events. This policy is intended to be a starting point for the Town.

## Background

The 2021 impact of a heat dome in British Colombia illustrated that extreme temperatures are not just an issue facing large urban municipalities. Small communities are susceptible to adverse affects and loss of life from heat and cold events. Small communities are also less likely to have extensive amenities or social supports to address the impact of extreme weather caused by climate change.

As the Town of Aylmer evaluates our response to extreme heat or cold events it is important to consider that it is still discretionary upon municipalities to provide any supports. This illustrates the lack of complex framework to address the foreseeable impacts of climate change and places vulnerable populations at heightened risk.

## **Analysis**

The proposed Warming and Cooling Centre policy formally establishes what staff understand to be our normal operating procedures. Staff are not recommending enhancements until the efforts of our proposed advocacy upon this issue are known.

The underlying issue with warming and cooling centres is that they provide the illusion of a governmental safety net that is patchwork at best. The Town of Aylmer has no mandate related to public health and cannot provide a meaningful framework to support our vulnerable populations.

Items like in-home visits and transportation are required to support an effective response to extended extreme heat events and it is beyond the, expertise, resource capability and mandate of most municipalities to provide.

Larger urban municipalities often have Boards of Health that are comprised of their respective sitting councils. This results in some municipalities having a broader tool set and expertise to address extreme heat. Even these urban centres though do not have stable funding to establish comprehensive programs to address incidents like the BC heat dome. Reliance upon the local tax base to provide non-mandatory responses creates a wide range of policy approaches and service levels. As temperature extremes become more frequent there is a need to advocate for uniform public health program development in all jurisdictions to avoid preventable loss of life.

## **Conclusion**

Staff recommend Council adopt the proposed Warming and Cooling Centre Policy and proceed with the advocacy described in this report.

Attachments:

Draft – Warming and Cooling Centre Policy

### **Strategic Priorities**

- ☐ Pillar One – Dynamic, Inclusive Community
- ☒ Pillar Two – Planning for the Future
- ☐ Pillar Three – Economic Vitality
- ☒ Pillar Four – Environmental Stewardship
- ☐ Pillar Five – Public Service Excellence



Submitted by:

Andy Grozelle  
CAO  
Town of Aylmer

Town of Aylmer

**Subject:** Cooling and  
Warming Centres  
Policy

**Policy #:** ##

**Date Approved:** July 13, 2022

### **Purpose**

This policy establishes service levels provided by the Town in response to extended extreme heat or extreme cold events.

### **Definitions**

**Extended extreme cold event** – Environment & Climate Change Canada have different definitions for extreme cold across the country. In Southwestern Ontario the criteria is when the temperature including windchill reaches -30°C for two or more hours. The Town of Aylmer defines 'extended extreme cold event' as occurrences when the conditions as outlined above extend into a second consecutive day.

**Extended extreme heat event** - Environment & Climate Change Canada issues Heat Warnings across Canada. A Heat Warning is issued for an area when there is a forecast of two or more consecutive days with daytime maximum temperatures of 31°C or warmer, together with nighttime minimum temperatures of 20°C or warmer or when there is a forecast of two or more consecutive days with humidex values expected to reach 40°C or higher. The Town of Aylmer defines an 'extended extreme heat event' as occurrences when conditions as outlined above extend into three consecutive days.

### **Warming and Cooling Centres**

During extended extreme heat or cold events the East Elgin Community Centre shall be utilized as a warming or cooling station during regular hours of operations.

For extended heat or cold events the Town of Aylmer will undertake the following:

- i) Posting of warming or cooling centres.
- ii) Links to the Southwestern Public Health information and advice upon heat waves or extreme cold.

For extended heat or cold events the Town of Aylmer will consider the following:

- i) Convening an Emergency Operations Control Group meeting to consider additional measures.
- ii) Potential addition of warming or cooling centres including hours of operation.
- iii) Optimizing existing infrastructure such as parks, splash pad and pool to provide additional relief.
- iv) Providing bottled water.
- v) Consultation with the Southwestern Public Health Unit upon additional measures.

Notwithstanding the above the Town of Aylmer shall allow access to open facilities during a period of heat wave or extreme cold as defined by Environment & Climate Change Canada.

There is no expectation that additional amenities or services will be provided at any warming or cooling centre operated by the Town of Aylmer.



# Township of Lucan Biddulph

270 Main Street  
P.O Box 190, Lucan, Ontario N0M 2J0  
Phone (519) 227-4491; Fax (519) 227-4998; E-mail ([info@lucanbiddulph.on.ca](mailto:info@lucanbiddulph.on.ca))

September 14, 2022

Town of Wasaga Beach  
30 Lewis Street  
Wasaga Beach, ON  
L9Z 1A1  
[eamc@wasagabeach.com](mailto:eamc@wasagabeach.com)

AND TO:

Town of Kingsville  
2021 Division Road North  
Kingsville, ON  
N9Y 2Y9  
[jsettington@kingsville.ca](mailto:jsettington@kingsville.ca)

## RE: STRONG MAYORS BUILDING HOMES ACT

Please be advised that at the Regular Council Meeting on September 6, 2022, the Township of Lucan Biddulph Council passed the following motion, supporting the resolutions from the Council of the Town of Wasaga Beach and Town of Kingsville regarding *Strong Mayors, Building Homes Act*.

### **Resolution No. 2022 - 203**

***Moved by D. Regan***

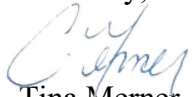
***Seconded by D. Manders***

***That Council of the Township of Lucan Biddulph supports the following resolutions regarding opposition to Bill 3, Strong Mayors, Building Homes Act, 2022:***

- *Town of Kingsville dated September 1, 2022*
- *Town of Wasaga Beach dated August 19, 2022*

Should you have any questions regarding the above motion, please do not hesitate to contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Tina Merner', is positioned above the printed name.

Tina Merner  
Deputy Clerk

cc: The Honourable Steve Clark, Minister of Municipal Affairs and Housing ([Steve.Clark@pc.ola.org](mailto:Steve.Clark@pc.ola.org))  
Monte McNaughton, MPP – Lambton, Kent, Middlesex ([Monte.McNaughtonco@pc.ola.org](mailto:Monte.McNaughtonco@pc.ola.org))  
Association of Municipalities of Ontario (AMO) ([amo@amo.on.ca](mailto:amo@amo.on.ca))  
All Ontario Municipalities



August 19, 2022

The Honourable Steve Clark  
Minister of Municipal Affairs and Housing  
777 Bay Street  
17<sup>th</sup> Floor  
Toronto ON  
M7A 2J3

Dear Minister Clark:

**Re: Strong Mayors, Building Homes Act**

Please be advised that the Council of the Town of Wasaga Beach, during their August 18, 2022 Council meeting adopted the following resolution:

"That Council receive the letter dated August 10, 2022 from the Ministry of Municipal Affairs and Housing pertaining to Strong Mayors, Building Homes Act, for information;

And further that a letter be sent to the Minister of Municipal Affairs and Housing outlining these proposed powers are not appropriate and to outline other ways for the province to institute housing and other matters, and that the motion be circulated to all Ontario municipalities."

The Town of Wasaga Beach Council does not support the Strong Mayors, Building Housing Act as the proposed changes will not demonstratively speed up the construction of housing and will erode the democratic process at the local level where members of Council have to work together to achieve priorities. What is needed to speed up construction of housing is greater authority for local municipalities to approve development without final clearances from outside agencies after they have been given reasonable time to provide such clearances.

Your favourable consideration of this matter is appreciated.

Should you have any questions, please contact me at [mayor@wasagabeach.com](mailto:mayor@wasagabeach.com) or (705) 429-3844 Ext. 2222.

Yours sincerely,

Nina Bifulchi  
Mayor

c. Members of Council  
All Ontario Municipalities

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M7A 2J3  
Tel.: 416 585-7000

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M7A 2J3  
Tél. : 416 585-7000



234-2022-3540

August 10, 2022

Dear Head of Council:

As Ontarians face the rising cost of living and a shortage of homes, our government was re-elected with a strong mandate to help more Ontarians find a home that meets their needs.

Our government also made an election promise to build 1.5 million new homes for the people of Ontario over the next 10 years to address the housing supply crisis.

I am pleased to inform you that our government introduced the proposed Strong Mayors, Building Homes Act on August 10, 2022, that, if passed, would make changes to the *Municipal Act, 2001*, *City of Toronto Act, 2006*, and the *Municipal Conflict of Interest Act*. These amendments would empower mayors in the City of Toronto and City of Ottawa to deliver on shared provincial-municipal priorities and get more homes built faster.

If passed, the proposed changes impacting the City of Toronto and City of Ottawa are intended to take effect on November 15, 2022, which is the start of the new municipal council term. Other growing municipalities could follow at a later date.

If you have any comments or feedback regarding these proposed changes, you may submit them to the Ministry of Municipal Affairs and Housing at:  
[StrongMayors@ontario.ca](mailto:StrongMayors@ontario.ca).

Sincerely,

Steve Clark  
Minister





2021 Division Road North  
Kingsville, Ontario N9Y 2Y9  
Phone: (519) 733-2305  
www.kingsville.ca  
kingsvilleworks@kingsville.ca

COPY VIA EMAIL ([Premier@ontario.ca](mailto:Premier@ontario.ca))

September 1, 2022

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

Dear Premier Ford:

**RE: Town of Kingsville Council Resolution #336-08292022 in opposition to  
Bill 3, Strong Mayors, Building Homes Act, 2022**

---

At its Special Meeting held August 29, 2022 Council of The Corporation of the Town of Kingsville passed a Resolution against Bill 3 as follows:

**Resolution #336-08292022**

Moved by Councillor Kimberly DeYong  
Seconded by Councillor Laura Lucier

**"WHEREAS** the Government of Ontario, through the Minister of Municipal Affairs and Housing, has introduced Bill 3 which is described as "An Act to amend various statutes with respect to special powers and duties of heads of council";

**AND WHEREAS** this Bill, if enacted, will initially apply to the City of Toronto and City of Ottawa, but will later be expanded to include other municipalities according to a statement made by the Premier at the 2022 AMO annual conference;

**AND WHEREAS** this Bill, if enacted, will give Mayors additional authority and powers, and correspondingly take away authority and powers from Councils and professional staff, and will include giving the Mayor the authority to propose and adopt the Municipal budget and to veto some decisions of Council;

**AND WHEREAS** this Bill, if enacted, will give authority over professional staff to the Mayor, including that of the Chief Administrative Officer;



**AND WHEREAS** these changes will result in a reduction of independence for professional staff including the CAO, who currently provide objective information to the Council and public and will now take direction from the Mayor alone when the Mayor so directs;

**AND WHEREAS** these are surprising and unnecessary changes to the historical balance of power between a Mayor and Council, and which historically gave the final say in all matters to the will of the majority of the elected Council.

**THEREFORE**, this Council of the Town of Kingsville, passes this resolution to petition the Government of Ontario that:

1. These changes to the *Municipal Act, 2001*, are unnecessary and will negatively affect the Town of Kingsville;
2. That if the Ontario Government deems these changes necessary in large single-tier municipalities such as Toronto and Ottawa, that such changes should not be implemented in smaller municipalities;
3. That the Ontario Government should enact legislation clarifying the role of Mayor, Council and Chief Administrative Officer, similar to those recommended by the Ontario Municipal Administrator's Association and those recommended by Justice Marrocco in the Collingwood judicial inquiry of 2020; and
4. That if the stated goal of this legislation is to construct more housing in Ontario that this can be accomplished through other means including amendment of the *Planning Act* and funding of more affordable housing.

Council further directs the Clerk to ensure that a copy of this resolution be provided to the Premier of Ontario, the Minister of Municipal Affairs and Housing, the "Standing Committee on Heritage, Infrastructure and Cultural Policy", Kingsville's MPP, the Association of Municipalities of Ontario, and other Municipalities in Ontario."

RECORDED VOTE – Carried Unanimously

	YEA	NAY
Deputy Mayor Gord Queen	X	
Councillor Kimberly DeYong	X	
Councillor Tony Gaffan	X	
Councillor Laura Lucier	X	
Councillor Thomas Neufeld	X	
Councillor Larry Patterson	X	
Results	6	0

If you have any questions or comments please contact Paula Parker at [pparker@kingsville.ca](mailto:pparker@kingsville.ca).

Yours very truly,



Paula Parker  
Town Clerk, on behalf of Kingsville Council

cc: The Honourable Steve Clark, Minister of Municipal Affairs and Housing  
([Steve.Clark@pc.ola.org](mailto:Steve.Clark@pc.ola.org))  
Standing Committee on Heritage, Infrastructure and Cultural Policy; Attn.: Committee Clerk  
Isaiah Thorning ([schicp@ola.org](mailto:schicp@ola.org))  
Anthony Leardi, MPP – Essex ([Anthony.Leardi@pc.ola.org](mailto:Anthony.Leardi@pc.ola.org))  
Association of Municipalities of Ontario (AMO) ([amo@amo.on.ca](mailto:amo@amo.on.ca))  
All Ontario Municipalities

# Elgin County Council Highlights

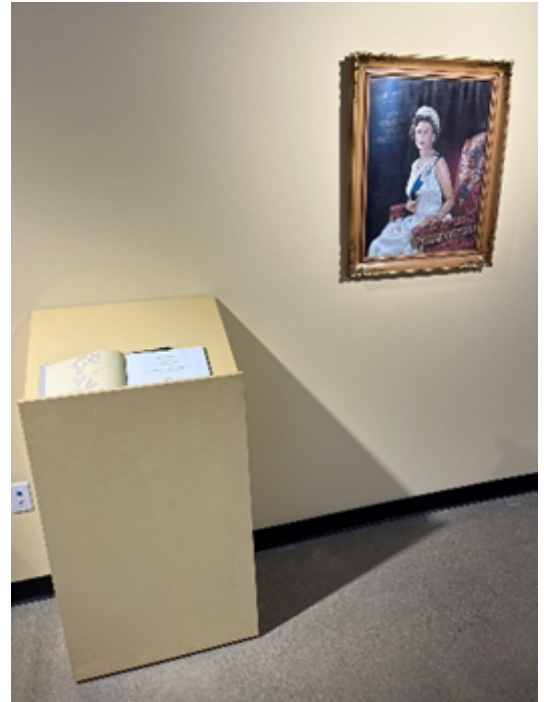


## In this Issue

- County Council Observes Moment of Silence in Honour of Queen Elizabeth II
- Council Celebrates BPSO Designation for Elgin County Homes
- Warden French Raises Flag in Honour of Childhood Cancer Awareness Month
- Council Reignites Elgin–St. Thomas Age Friendly Network
- Council Approves Revisions to Collection Development Policy for County Libraries
- Council Endorses Amendment to Township of Southwold Official Plan
- Council Approves the 2021 Financial Statements
- Council Grants Exemption to Draft Plan Approval for Plan of Condominium in Town of Aylmer
- Council Approves Extension of Reduced Speed Zone in Hamlet of Eden
- Proposed Redistribution of Federal Electoral Districts
- Council Awards Contract for Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman
- Pilot Project for East Road

## County Council Observes Moment of Silence in Honour of Queen Elizabeth II

At the beginning of their meeting, County Council observed a moment of silence to mourn and reflect on the life and legacy of Queen Elizabeth II, Britain's longest serving monarch. Residents are invited to sign a book of condolences in-person at the Elgin County Heritage Centre until after the Queen's funeral on Monday, September 19, 2022.



## Council Celebrates Best Practice Spotlight Organization Designation for Elgin County Homes

Sue Sweeney, Registered Nurses' Association of Ontario Best Practice Spotlight Organization Coach presented Warden French and staff from each of the three (3) Elgin County Long-Term Care Homes with certificates to celebrate their Best Practice Spotlight Organization (BPSO) designation. The County of Elgin began the process in May of 2019, and staff worked through the pandemic and other challenges to receive BPSO designation status across all three (3) homes. The County of Elgin Homes implemented best practice guidelines in the following areas: Preventing Falls and Reducing Injury from Falls, Promoting Safety: Alternative to the Use of Restraints, and Assessment and Management of Pressure Injuries. More information can be found in the presentation included in the September 14, 2022 County Council Agenda Package.



## **Warden French Raises Flag in Honour of Childhood Cancer Awareness Month**

On Wednesday, September 14, 2022, Warden Mary French proclaimed September as Childhood Cancer Awareness Month in the County of Elgin. Along with representatives from Childcan, Warden French raised the Childhood Cancer Awareness Flag to mark the occasion. By raising this flag, the County hopes to provide awareness about an organization that helps families and children faced with childhood cancer deal with the emotional and financial tolls associated with this disease.



“Elgin County is proud to raise the Child Cancer Awareness flag to demonstrate that we stand with the brave children battling cancer and the families that have not been so fortunate,” said Warden Mary French. “It truly was a privilege to hear the stories shared today and draw attention to such an important topic within our community.”

## **Council Reignites Elgin–St. Thomas Age Friendly Network**

Elgin County Council supported re-engaging the Elgin–St. Thomas Age Friendly Network. The Network is a multi-stakeholder group that takes a leadership role in planning to respond to the growing needs of older adults in our communities. Re-engaging the Network will establish ongoing and productive partnerships between a network of individuals, groups, and organizations committed to planning and incorporating age-friendly principles within a community; encourage existing organizations to incorporate age-friendly activities into their core missions; produce evaluation and document findings on the benefits of age-friendly communities; and secure long-term sources of both non-financial and financial support. By working together with community members and service providers, the Network can ensure that everyone’s future in St. Thomas and Elgin is friendly, safe, inclusive and supportive. To read more about the Elgin–St. Thomas Age Friendly Network, please view the staff report in the September 14, 2022 County Council Agenda Package.



## **Council Approves Revisions to Collection Development Policy for County Libraries**

County Council approved revisions to the Elgin County Library Collection Development Policy. The policy is a critical tool in maintaining a healthy and diverse collection in all formats that respects diversity and upholds principles of intellectual freedom. The policy guides important matters such as purchasing decisions, requests from the public for new acquisitions, and decisions about when to discard materials. The revised policy can be found in the September 14, 2022 County Council Agenda Package.

## **Council Endorses Amendment to Township of Southwold Official Plan**

County Council approved Official Plan Amendment No. 1 to the Township of Southwold Official Plan. The amendment redesignates approximately 10 ha (25 acres) of land at 4485 Thomas Road from “Residential” to “Agricultural Area”, as well as 10 ha (25 acres) of the land at 4509 Union Road from “Agricultural Area” to “Residential”. The amendment will impact the Township of Southwold and ensure that the Township has an adequate supply of ‘shovel ready’ residential land. More information can be found in the September 14, 2022 County Council Agenda Package.

## **Council Approves the 2021 Financial Statements**

County Council approved the 2021 Financial Statements. The statements show a small surplus of \$3M, some of which has been set aside to support future years. The Corporation of the County of Elgin Consolidated Financial Statements can be viewed in the September 14, 2022 County Council Agenda Package, as well as on the County website.

## **Council Grants Exemption to Draft Plan Approval for Plan of Condominium in Town of Aylmer**

County Council granted an exemption to draft plan approval for Plan of Condominium on Part of Park Lot 6, Plan 145; Parts 1, 2 and Parts 7-10, 11R-8159, in the Town of Aylmer, County of Elgin (85 Forest Street, Aylmer), File No. 34CD-AY2201. The subject lands are located in the Town of Aylmer, which is designated Tier 1 Settlement Area on Schedule 'A' of the County of Elgin Official Plan. Tier 1 settlement areas are the primary focus areas for growth in the County OP, in part due to the level of services and infrastructure available. Policy E1.2 of the County OP states that County Council shall approval only those plans of condominium which comply with the provisions of the plan and applicable local official plan. The proposal conforms to the purpose and intent of the County OP and Town of Aylmer OP and has undergone a previous planning review as part of the site plan approval process in the Town of Aylmer.

Full details can be found in the September 14, 2022 County Council Agenda Package.

## **Council Approves Extension of Reduced Speed Zone in Hamlet of Eden**

In response to a resident request, County Council approved an extension to the reduced speed zone along Plank Road (CR #19) in the Hamlet of Eden. Elgin County Engineering staff supported the extension of the reduced speed limit as additional residences are being constructed in that area. The existing 50km/h speed zone will be extended by 231 metres to the north and by 450 metres to the south to the Hamlet's limits along Plank Road.

## **Proposed Redistribution of Federal Electoral Districts**

On August 19, 2022, the Federal Electoral Boundaries Commission for the Province of Ontario released its proposed new electoral map for consideration at public hearing this fall. County Council is committed to coordinating efforts with Local Municipal Partners and the City of St. Thomas to represent interests and concerns pertaining to the proposed federal electoral boundary districts. Council approved by resolution to develop a submission and make a presentation at the Federal Electoral Boundaries Commission for the Province of Ontario that emphasizes the necessity for the County of Elgin to remain contained and represented within one federal electoral district with the entirety of Elgin County and the City of St. Thomas. More information regarding the proposed redistribution of the federal electoral districts can be found in the September 14, 2022 County Council Agenda Package.

## **Council Awards Contract for Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman**

County Council awarded the contract for Integrity Commissioner, Closed Meeting Investigator and Municipal Ombudsman to Aird & Berlis LLP for a two-year term. The request for proposal was issued as a cooperative purchasing project that included the City of St. Thomas and all constituent municipalities, except the Town of Aylmer. More information can be found in the September 14, 2022 County Council Agenda Package.

### **Pilot Project for East Road**

The General Manager of Engineering, Planning & Enterprise/Deputy CAO presented a report that provided three (3) different traffic calming options for East Road in Port Stanley. County Council directed staff to proceed with Option #1 – Reduced Lane Widths with Flexible Bollards with an estimated cost of \$15,000 with all costs associated with installation, maintenance and removal to be funded by the Municipality of Central Elgin. The pilot project will be in place for one-year and staff will report to Council immediately after the project's completion. Full details of the project can be found in the Council Agenda Package.

For the complete September 14, 2022 County Council Agenda Package please visit the Elgin County [website](#).





August 9, 2022

Honourable Michael Kerzner  
Solicitor General of Ontario  
830 Sheppard Ave. W.,  
Toronto ON M3H 2T1  
[Michael.Kerzner@pc.ola.org](mailto:Michael.Kerzner@pc.ola.org)

Dear Solicitor General Kerzner:

**Re: Mandatory Firefighter Certification**

The Ontario Government has been making great improvements to the legislation which governs the manner in which municipalities conduct their business. One such piece of legislation is the *Fire Protection and Prevention Act, 1997* and particularly, the requirements for firefighter certification.

While the Town of South Bruce Peninsula supports, in principle, the updates to requirements for volunteer and full-time fire service professionals, we must provide our comments in order for the Province to understand the great burden that the regulations will place on municipalities. Council discussed this issue at their regular Council meeting held on August 2, 2022 and adopted resolution R-296-2022 directing that you are contacted for assistance.

Smaller municipalities such as ours, are not fortunate enough to have full-time firefighters. Our emergency personnel are all volunteers with the exception of our Fire Chief who is a full-time employee and our Deputy Fire Chief who is a part-time employee. It is difficult for our volunteers to dedicate the time to obtaining full certification in the manner legislated, as the fire service is not their primary employment. We have found that the average retention period for volunteers is three to five years meaning that once fully trained, most of our volunteers would leave the service or may even leave the service before they are fully trained and certified.

As you can imagine, this places a huge financial burden on our taxpayers as the certification is an additional cost which is funded wholly from the tax base. No grant funding or other financial assistance has been offered from the Province.

We are under the understanding that the Association of Municipalities of Ontario, many municipal governments and the Fire Chiefs across Ontario have raised concerns regarding the legislated requirements for certification. We are respectfully requesting that meaningful consultation and collaboration with the commenting parties takes place

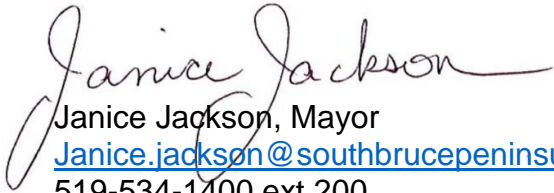


TOWN OF  
**SOUTH BRUCE PENINSULA**

quickly so that municipalities can better manage their finances and workforce where emergency service provision is concerned.

We look forward to hearing from you and to discussing our position on this important matter with you further.

Yours very truly,



Janice Jackson, Mayor

[Janice.jackson@southbrucepeninsula.com](mailto:Janice.jackson@southbrucepeninsula.com)

519-534-1400 ext 200

Enclosure (1)

cc: Premier Doug Ford, MPP Rick Byers, AMO, OSUM, All Ontario Municipalities,  
Ministry of the Solicitor General (Ministry Office)



## Staff Report

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**Report To:** Council Meeting

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

**Date:** 2022-09-22

**Subject:** Decorative Lighting for Downtown Areas

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### **Recommendation:**

That West Elgin Council hereby receives the report from Lee Gosnell re: purchase of Decorative Lighting for the Downtown Areas for information purposes.

### **Purpose:**

The purpose of this report is to provide Council information on the purchase of Decorative Lighting for the Downtown Areas of the Municipality as approved in the 2022 Budget.

### **Background:**

The 2022 Budget approved the purchase of new decorative lighting in the downtown cores of both Rodney and West Lorne for up to \$50,000. Staff issued an RFP and received two responses. Ultimately staff chose Classic Displays of Mississauga ON. We will be purchasing 20 Snow Diamond (picture attached) and 20 Frostbite (picture attached) at a total cost of \$41,425 plus applicable taxes, this price includes shipping.

Winter themed designs were chosen for their versatility and being able to brighten up the downtowns for more than just a few weeks around the Holiday season. These lights can be put up in November and easily stay to brighten the dreary winter nights into March and not look out of place. Staff have chosen Snow Diamond in the classic White and Blue colours and Frostbite in the bright white. These will alternate on the light poles in the downtown areas, with both Rodney and West Lorne having the same lighting scheme.

These LED lights are in the production line and will be able to be installed and operational prior to the Rodney Night Market on November 19, 2022. The mounting brackets will most likely arrive and be installed shortly so that once the lights are ready they can just be slid into place easily.

### **Financial Implications:**

\$50,000 was allocated in the 2022 Capital Budget and these lights come in under budget at \$41,425.00 plus applicable taxes.

# Snow Diamond



The Snow Diamond incorporates the strength of the classic diamond shape into a 6 point two-coloured snowflake style display. The perimeter is popularly illuminated in pure white rope light and matched with a contrasting interior colour, however any colour combination is possible. The Snow Diamond is a winter-themed display that can stay up into March, brightening up city streets and commercial settings through the long winter nights. The Snow Diamond features 0.5" LED commercial-grade rope light, with outward facing diodes spaced at 1" for the brightest illumination available. Wall-mounting application is also available.

## LED Rope Light Colours

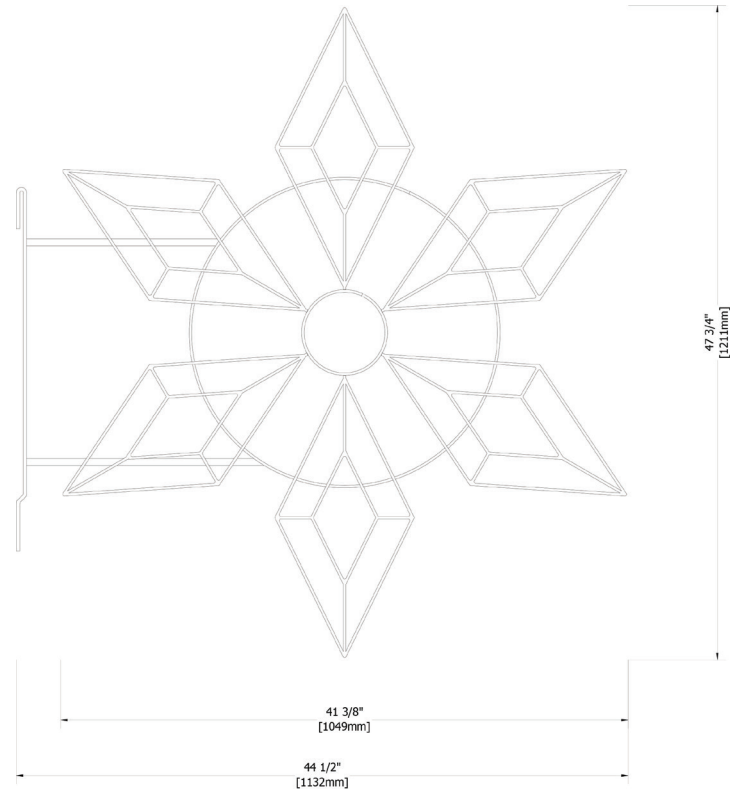
Pure White		Red	
Warm White		Orange	
Blue		Purple	
Green		Pink	
Yellow			

\*Contact sales rep for more information on rope light colours

# Snow Diamond



Height	47.8"	1211mm
Width	41.4"	1049mm
Span	44.5"	1130mm
Weight	26.4 lbs	11.97 kg
Power	45w	120v



## Materials

- Zinc Plated Steel Frame and Mounting Bracket For Maximum Rust Protection
- 1/2" Commercial Grade 120V LED Rope Light with 1" Diode Spacing
- All display items are equipped with 120 VAC plugs with 5' cord length
- All Units are CSA Approved

## Finishes

- Powdercoated Steel Frame (White) and Mounting Bracket (Black)
- Rope Light Colour Options Include Warm White, Pure White, Blue, Green, Yellow, Red, Orange, Pink, and Purple
- Optional Colour Match Mounting Bracket
- Optional Wall Mount Application
- Optional Aluminum Frame

## To Specify

- Side Mount or Wall Mount
- Rope Light Colour
- Optional Colour Match Mounting Bracket
- Optional Aluminum Frame

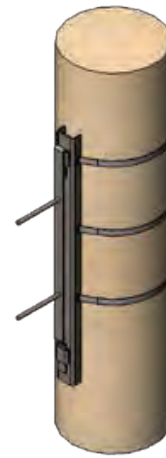


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# Mounting Bracket (Pole Plate)

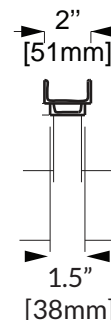
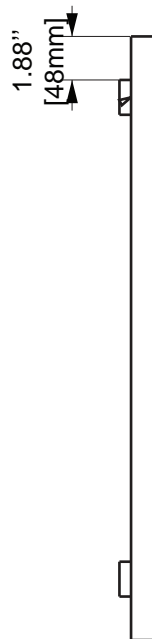
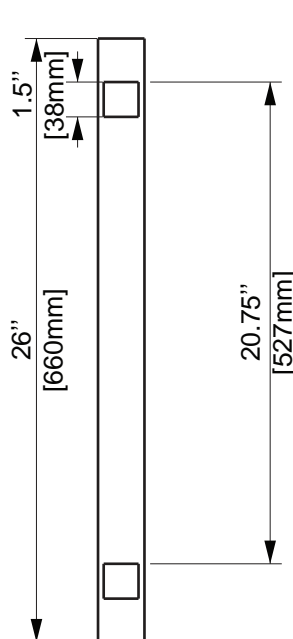


## Materials

- 2" x 1" x 1/8" thick A36 structural zinc-plated, powder coated steel main channel
- 1 1/2" x 1/2" x 1/8" A36 thick structural zinc-plated, powder coated steel decoration bracket channel
- 5/8" width x 0.30" thick Stainless Steel Banding (sold separately). Two bands recommended per standard sized displays, three bands recommended for displays greater than 48" x 48"

## Features

- Zinc-plated and powder coated for maximum durability and rust protection
- Standard paint colour is black, optional custom "colour match" to pole colour upon request (additional costing and lead times for custom paint colours)
- Suitable for permanent or temporary side mounted pole displays
- Mounting bracket designed to remain on pole year-round for ease of installation and removal of side mounted display units



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# *Side-Mount LED Display Usage Guide*

## General Requirements

1. Power requirements for LED displays are standard 120VAC (60 HZ, 1.25A).
2. Ground fault interrupter (GFI) protection should be provided on circuit or outlet.
3. Use only outdoor extension cords, such as type SOW, STW, SJOW or SJTW.

## Installation

1. Test all units prior to installation on poles. (New units are tested at our facility prior to shipping).
2. Secure mounting bracket (pole plate) (included) to pole using 5/8" stainless steel strapping with .03" thickness. Use 2-3 bands per mounting bracket (pole plate), depending on weight of display.
3. Insert display into mounting bracket (pole plate). Refer to installation instructions for more details.
4. Recommended clearance above roadway is 18' from bottom of display.
5. Recommended clearance above sidewalk is 9.5' from bottom of display.

## Storage

1. Power-wash displays to remove any road salt/grime prior to storage during off-season (strongly recommended).
2. Store displays indoors and away from direct sunlight in a dry environment.
3. Store displays hanging by mounting portion of frame or upright on the mounting portion of the frame
4. Do not stack items on top of displays, or store displays on top of each other.

## Maintenance/Care

1. Grasp plug and remove from receptacle or other outlet device. Do not unplug by pulling on the cord.
2. If no power to display unit, verify power supply, then check fuse in male plug under access cover.
3. Disconnect power before replacing fuse. Use only 5 Amps, 125 Volt fuse.
4. Carefully remove old fuse and replace fuse. Reinstall fuse cover.
5. Rope light fails in 3' sections (red and orange rope light fails in 5' sections). Should section failure occur, please refer to Classic Displays rope light repair instructions.



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# Warranty

## Classic Displays Product Warranty

Classic Displays warrants to the original owner of a Classic Displays product for five (5) years from the date of substantial completion, that the product they receive will be free from defective workmanship and materials when subjected to proper and normal uses.

## Lighting Warranty

Classic Displays warrants to the original owner of a Classic Displays product for one (1) year on all LED lighting from the date of substantial completion, that the product they receive will be free from defective workmanship and materials when subjected to proper and normal uses.

## Limitations of Liability

Classic Displays shall not be liable for any consequential damages that products may receive through incorrect usage, rough handling, adverse environmental conditions, damage caused by the public or animals, or used in conjunction with materials harmful to products (i.e salt). Maintenance work is not considered a warranty issue.

## Insurance, Licenses, and Accreditation

- Classic Displays is registered with WSIB and remains in good standing
- Classic Displays is a member of ContractorCheck and ComplyWorks
- \$5,000,000.00 in Commercial General Liability Insurance is carried by Classic Displays

Classic Displays warrants that should defects occur with a Classic Displays product, the company herein recognizes that it will produce a replacement product and ship it to the original owner at no charge. In the event that defective materials are received, please advise us our office immediately to expedite replacement materials.

\* Acceptance of Merchandise: Claims of products that are lost or damaged in transit are the responsibility of the customer in reporting the claim. When accepting shipment, missing cartons or visible damage must be noted on delivery driver's bill of lading/receipt of delivery, and reported to our office. Claims must be filed with the delivering carrier as soon as possible or may result in refusal of claim by the carrier.

\*Product design and specifications are the intellectual property of Classic Displays and may not be recreated without Classic Displays written consent.



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# *Frostbite*



Frostbite is a dynamic larger sized snowflake styled display based on a traditional 6 point snowflake design, and featuring over 100' of rope light outlining the many branches of its 54" frame. Frostbite can be specified in any of the 9 available LED rope light colours, however Pure White is the suggested and most popular colour allowing Frostbite to brightly shine its most authentic self. Frostbite is constructed from a zinc-plated, powder coated steel frame for maximum longevity, and is designed to remain on poles throughout the winter months over multiple seasons. Frostbite can be ordered as a wall-mount unit.

## LED Rope Light Colours

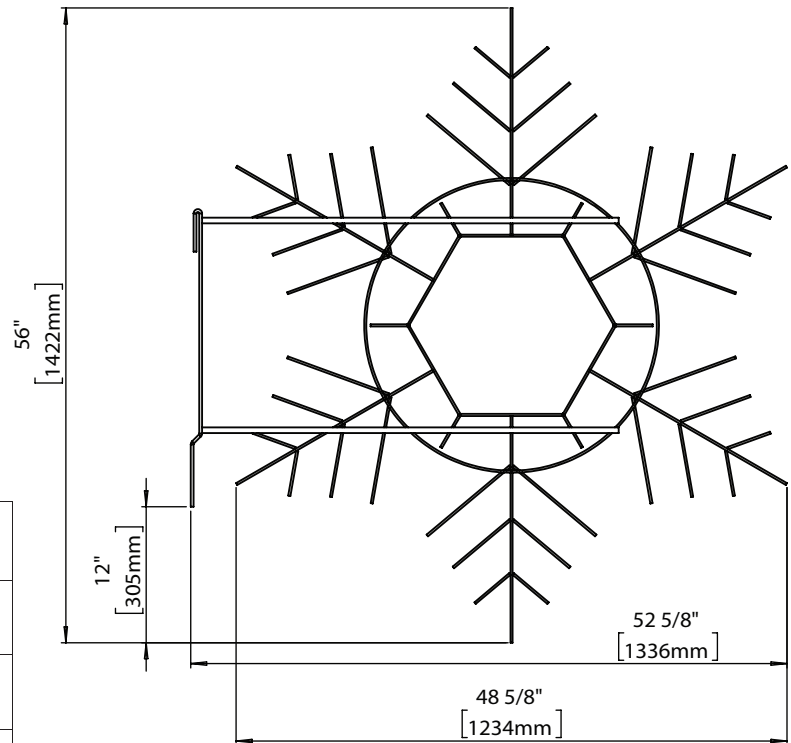
Pure White		Red	
Warm White		Orange	
Blue		Purple	
Green		Pink	
Yellow			

\*Contact sales rep for more information on rope light colours

# Frostbite



Height	56"	1422mm
Width	48.6"	1234mm
Span	52.6"	1336mm
Weight	28.5 lbs	12.93 kg
Power	69w	120v



## Materials

- Zinc Plated Steel Frame and Mounting Bracket For Maximum Rust Protection
- 1/2" Commercial Grade 120V LED Rope Light with 1" Diode Spacing
- All display items are equipped with 120 VAC plugs with adequate cabling for connection to duplex receptacle
- All Units are CSA Approved

## Finishes

- Powdercoated Steel Frame (White) and Mounting Bracket (Black)
- Rope Light Colour Options Include Warm White, Pure White, Blue, Green, Yellow, Red, Orange, Pink, and Purple
- Optional Colour Match Mounting Bracket
- Optional Wall Mount Application
- Optional Aluminum Frame

## To Specify

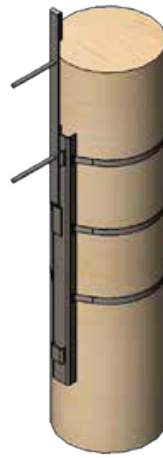
- Side Mount or Wall Mount
- Rope Light Colour
- Optional Colour Match Mounting Bracket
- Optional Aluminum Frame



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# Mounting Bracket (Pole Plate)

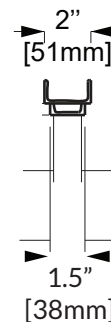
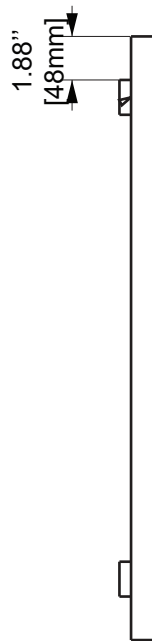
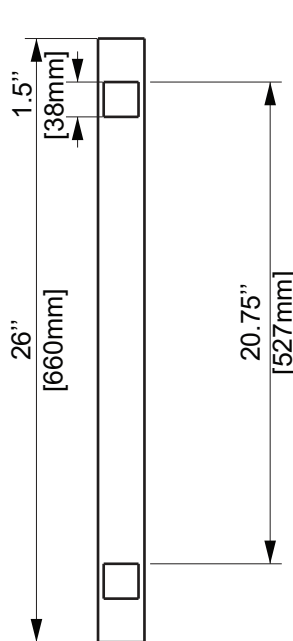


## Materials

- 2" x 1" x 1/8" thick A36 structural zinc-plated, powder coated steel main channel
- 1 1/2" x 1/2" x 1/8" A36 thick structural zinc-plated, powder coated steel decoration bracket channel
- 5/8" width x 0.30" thick Stainless Steel Banding (sold separately). Two bands recommended per standard sized displays, three bands recommended for displays greater than 48" x 48"

## Features

- Zinc-plated and powder coated for maximum durability and rust protection
- Standard paint colour is black, optional custom "colour match" to pole colour upon request (additional costing and lead times for custom paint colours)
- Suitable for permanent or temporary side mounted pole displays
- Mounting bracket designed to remain on pole year-round for ease of installation and removal of side mounted display units



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# *Side-Mount LED Display Usage Guide*

## General Requirements

1. Power requirements for LED displays are standard 120VAC (60 HZ, 1.25A).
2. Ground fault interrupter (GFI) protection should be provided on circuit or outlet.
3. Use only outdoor extension cords, such as type SOW, STW, SJOW or SJTW.

## Installation

1. Test all units prior to installation on poles. (New units are tested at our facility prior to shipping).
2. Secure mounting bracket (pole plate) (included) to pole using 5/8" stainless steel strapping with .03" thickness. Use 2-3 bands per mounting bracket (pole plate), depending on weight of display.
3. Insert display into mounting bracket (pole plate). Refer to installation instructions for more details.
4. Recommended clearance above roadway is 18' from bottom of display.
5. Recommended clearance above sidewalk is 9.5' from bottom of display.

## Storage

1. Power-wash displays to remove any road salt/grime prior to storage during off-season (strongly recommended).
2. Store displays indoors and away from direct sunlight in a dry environment.
3. Store displays hanging by mounting portion of frame or upright on the mounting portion of the frame
4. Do not stack items on top of displays, or store displays on top of each other.

## Maintenance/Care

1. Grasp plug and remove from receptacle or other outlet device. Do not unplug by pulling on the cord.
2. If no power to display unit, verify power supply, then check fuse in male plug under access cover.
3. Disconnect power before replacing fuse. Use only 5 Amps, 125 Volt fuse.
4. Carefully remove old fuse and replace fuse. Reinstall fuse cover.
5. Rope light fails in 3' sections (red and orange rope light fails in 5' sections). Should section failure occur, please refer to Classic Displays rope light repair instructions.



**Classic Displays**

Right for you since 1977



# Warranty

## Classic Displays Product Warranty

Classic Displays warrants to the original owner of a Classic Displays product for five (5) years from the date of substantial completion, that the product they receive will be free from defective workmanship and materials when subjected to proper and normal uses.

## Lighting Warranty

Classic Displays warrants to the original owner of a Classic Displays product for one (1) year on all LED lighting from the date of substantial completion, that the product they receive will be free from defective workmanship and materials when subjected to proper and normal uses.

## Limitations of Liability

Classic Displays shall not be liable for any consequential damages that products may receive through incorrect usage, rough handling, adverse environmental conditions, damage caused by the public or animals, or used in conjunction with materials harmful to products (i.e salt). Maintenance work is not considered a warranty issue.

## Insurance, Licenses, and Accreditation

- Classic Displays is registered with WSIB and remains in good standing
- Classic Displays is a member of ContractorCheck and ComplyWorks
- \$5,000,000.00 in Commercial General Liability Insurance is carried by Classic Displays

Classic Displays warrants that should defects occur with a Classic Displays product, the company herein recognizes that it will produce a replacement product and ship it to the original owner at no charge. In the event that defective materials are received, please advise us our office immediately to expedite replacement materials.

\* Acceptance of Merchandise: Claims of products that are lost or damaged in transit are the responsibility of the customer in reporting the claim. When accepting shipment, missing cartons or visible damage must be noted on delivery driver's bill of lading/receipt of delivery, and reported to our office. Claims must be filed with the delivering carrier as soon as possible or may result in refusal of claim by the carrier.

\*Product design and specifications are the intellectual property of Classic Displays and may not be recreated without Classic Displays written consent.



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# Classic Displays

5959 Ambler Dr.  
Mississauga, ON  
L4W 2K2

Phone #	Fax #
905 282 8888	905 282 1832

# Quote

Date	Quote #
2022-09-12	15884

Name / Address
Municipality of West Elgin 22413 Hoskings Line Rodney ON N0L 2C0

Ship To
Municipality of West Elgin 22413 Hoskings Line Rodney, ON N0L 2C0

P.O. No.	Terms	Due Date	Rep	FOB	Project
	Net 30	2022-10-12	CT		

Item	Description	Qty	Rate	Total	Tax
FB4.5'SML...	Frostbite, 4.5' Side Mount, Pure White LED Rope Light with Pole Plate	20	1,065.00	21,300.00	H
SD4.5'SM...	Snow Diamond, 4.5' Side Mount Illuminated with LED Rope Light, White and Blue, with pole plate bracket	20	960.00	19,200.00	H
FREIGHT	Delivery charge for product, Dock to Dock. ESTIMATED RATE, to be confirmed at time of shipping based on changing fuel rates.	1	925.00	925.00	H
	*additional \$55.00 for tailgate will apply if no loading dock available HST (ON) on sales		13.00%	5,385.25	

"Please note that due to the current pricing fluctuations, based on the pandemic, all quoted prices can only be guaranteed for 15 days from the date of the estimate."

Classic Displays is registered and in good standing with the following Health and Safety Programs:  
Contractor Check and Comply Works

Subtotal	CAD 41,425.00
Tax	CAD 5,385.25
Total	CAD 46,810.25

GST/HST No.

105601025

Signature

**ROB FLACK, MPP**  
Elgin-Middlesex-London



**Constituency Office**

750 Talbot St., Suite 201, St. Thomas, Ontario N5P 1E2

☎ 519-631-5995 ☎ 1-800-265-7638

📠 519-631-9478 ✉ rob.flack@pc.ola.org

🌐 www.robflackmpp.ca

Duncan McPhail  
22413 Hoskins Line  
Rodney, Ontario, N0L2C0  
Canada

August 12, 2022

Dear Duncan,

*Dunc.*

Thank you for taking the time to send a congratulatory message. My team and I sincerely appreciate it.

I am so fortunate for the support I have received from amazing individuals across Elgin-Middlesex-London, including many who live in the Municipality of West Elgin.

As the newly elected MPP for EML, I am excited to get to work and support the diverse needs of all my constituents. Our government has a strong mandate to support Ontarians, and I can assure you that I will work hard for the region.

In the future, I hope you and your colleagues will be able to join my team and I as we conduct community outreach projects and roundtables. The constituents that we share will greatly benefit from us working together, which I look forward to.

If you are ever in need of any help from my office, please reach out. We will gladly provide any support that we can.

Sincerely,

*Rob*

Rob Flack



August 15, 2022

Attn: Mayor and Council Members

Re: Eagle Community Centre

Community Grant

Dear Mayor and Council Members,

The Board of Directors of the Eagle Community Centre are pleased to provide the following update regarding the \$10,000 Community Grant that was provided to us in 2021.

Stephen Self – Licensed Structural Engineer was hired to provide input and direction for the required foundation repairs. He was able to identify the areas that required immediate attention, and those areas we could look at later as a phase 2 project.

Stephen contacted Fred Dowling, President of Dowling General Construction Limited – London who visited the site and gave a cost estimate to repair the south and north west Foundation corners and the north east corner. He could commence work the first week in August. Quote for this work was \$16, 995.00 plus tax.

To complete the foundation repairs, some of the existing sidewalk was removed and the cost to replace was \$2,994.00 plus tax.

While present at the Centre, it was noticed that the chimney was in desperate need of repair. Cost to rebuild the chimney was \$5,994.00 plus tax.

In total the Eagle Community Centre paid approx. \$34,000 in repairs plus a fee to Stephen Self for his services. Stephen knowing that our funding was getting tight with the unexpected chimney repairs donated \$1,500 to the Eagle Community Centre to assist with the completion of the project.

Overall, with the financial assistance from West Elgin, Green Lane and the board and members of the Eagle Community Centre and their continued fundraising efforts, this phase of our project is now complete.

The Eagle Community Centre would like to thank the Municipality of West Elgin for the Community Grant that assisted in the completion of the above-mentioned work. We invite you come out to the Centre and view the improvements. Our Summer Celebration takes place Saturday, August 20<sup>th</sup> from 8 am to 3 pm. Please join us if you can for our Yard, Bake, Book Sale and BBQ.

Sincerely,

Janet Given President  
Eagle Community Centre  
519-768-2698  
[eagleccentre@gmail.com](mailto:eagleccentre@gmail.com)

Great things Happen at the ECC



# Please Join us September 30th

## NATIONAL DAY FOR TRUTH AND RECONCILIATION

#OrangeShirtDay



- Welcome
- Land Acknowledgement
- Every Child Matters Flag Raising
- Indigenous Storytime with Elgin county Library
- Wear Orange to Commemorate and Honour

10:00am Dutton Dunwich Sons of Scotland Park



1:00pm West Elgin Arena



MUNICIPALITY OF  
**West Elgin**



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

1266 West Elgin Distribution System  
Operations Report  
Second Quarter 2022

Ontario Clean Water Agency, Southwest Region  
Sam Smith, Senior Operations Manger  
Robin Trepanier, Business Development Manager  
Issue Date: August 12, 2021

### Facility Description

**Facility Name:** West Elgin Distribution System

**Facility Type:** Municipal

**Classification:** Class 1 Water Distribution

**Drinking Water System Category:** Large Municipal Residential

**Title Holder:** Municipality

### Service Information

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

### Operational Description:

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

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

Key information on the Rodney Tower:

- Single fill/draw 300mm diameter pipe
- Constructed in 1994 by Landmark
- Volume of 1,200m<sup>3</sup>
- Base elevation: 210.8m; Storage elevations: 238.9m to 250.6m; therefore resulting water pressure 276-386kPa (40-56psi)
- Located at 192 Victoria Street in Rodney

## SECTION 1: COMPLIANCE SUMMARY

### **FIRST QUARTER:**

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

### **SECOND QUARTER:**

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

## SECTION 2: INSPECTIONS

### **FIRST QUARTER:**

On February 11<sup>th</sup>, 2022 a routine MECP inspection took place by Angela Stroyberg. A rating of 100% was received.

### **SECOND QUARTER:**

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

## SECTION 3: QEMS UPDATE

### **FIRST QUARTER:**

There have been no updates to QEMS at this time.

### **SECOND QUARTER:**

There have been no updates to QEMS at this time.

## SECTION 4: PERFORMANCE ASSESSMENT REPORT

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

	# Samples	Total Coliform Range (cfu/100mL)	E. coli Range (cfu/100mL)	# Samples	HPC (cfu/100mL)
January	20	0 - 0	0 - 0	10	<10 – <10
February	16	0 - 0	0 - 0	8	<10 – <10
March	16	0 - 0	0 - 0	8	<10 – <10
April	16	0 - 0	0 - 0	8	<10 – 20
May	20	0 - 0	0 - 0	10	<10 – <10
June	16	0 - 0	0 - 0	8	<10 – 60
July					
August					
September					
October					
November					
December					

Trihalomethanes are sampled on a quarterly basis. The table below shows the current running average in 2022. The annual average in 2021 was 51.25 ug/L, therefore the current running average has decreased 3% when compared to the annual average in 2021.

	Limit (ug/L)	THM Result (ug/L)
January 2022	-	43
April 2022	-	36
July 2021	-	47
October 2021	-	73
Running Average	100	49.75

Haloacetic Acids (HAAs) are sampled on a quarterly basis in accordance with O. Reg. 170/03. The table below shows the running average so far in 2022. The annual average in 2021 was 26.4 ug/L, therefore the current running average has decreased 9% when compared to the annual average in 2021.

	Limit (ug/L)	HAA Result (ug/L)
January 2022	-	18.1
April 2022	-	20.5
July 2021	-	21.6
October 2021	-	35.5
Running Average	80	23.93

The Rodney Tower continuously monitors the free chlorine residual of the water. The results fluctuate based on fill cycles. During the winter months the results are usually very good, however, once there is warmer weather the chlorine residuals dissipate. In spring of 2018 the Rodney tower installed a re-chlorination facility. Chlorine residuals are taken throughout the distribution system in accordance to O. Reg. 170/03 requirements. The graph below provides the minimum, maximum and average chlorine residuals throughout the distribution system in 2022.

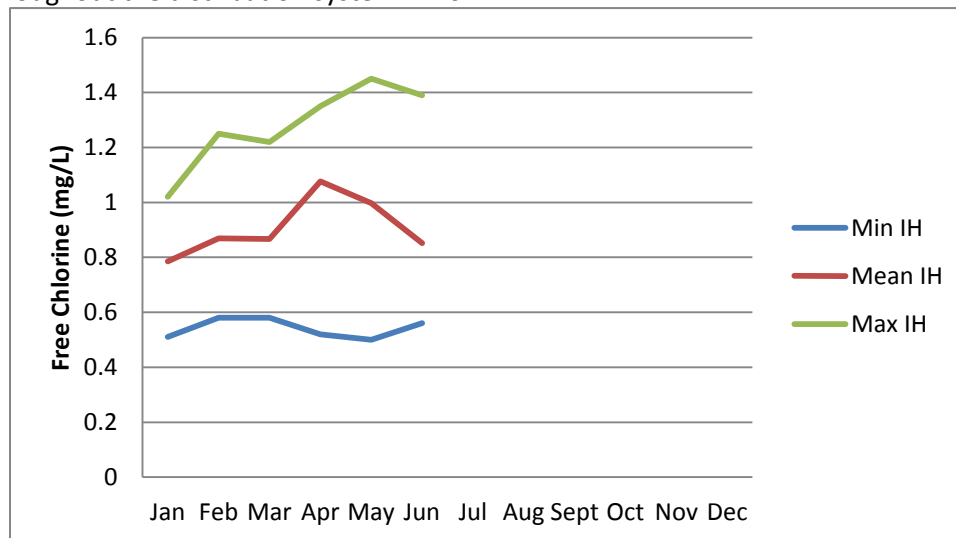


Figure 1. Free Chlorine Residuals in Distribution System

## SECTION 5: OCCUPATIONAL HEALTH & SAFETY

### **FIRST QUARTER:**

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

### **SECOND QUARTER:**

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

## SECTION 6: INSPECTIONS:

### **FIRST QUARTER:**

There were no inspections this quarter.

### **SECOND QUARTER:**

There were no inspections this quarter.

## SECTION 7: GENERAL MAINTENANCE:

### **JANUARY**

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

18: On site on Highway #3-new build; completed live tap.

### **FEBRUARY**

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

03: PH calibration at analyzers.

24: On site at Fletchers Lane & Centre Street Rodney for service leak on 2 inch service. Working alongside municipal workers, replaced approximately 1.5 feet of two inch PVC pipe.

### **MARCH**

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

17: Operator on site at Bus depot West Lorne for Fire Flow testing with Forest City Fire Protection.

28: Operator on site at 154 John Street, West Lorne for water leak. Operator installed 4 inch saddle on main, re-tapped water service to home, re-opened valves and flushed before leaving site.

### **SECOND QUARTER:**

#### **APRIL:**

Sampled As Per Sampling Calendar

Completed Set 2 of Weekly Residuals

General maintenance as schedule by WMS

Spring Hydrant Flushing commence from April 4<sup>th</sup>- April 15<sup>th</sup>

06: Hydrant # 36 @ Funival Rd and Gray Line repaired  
07: Hydrant # 42 @ 21257 Gray Lie repaired  
12: PVEX Contracting on site at Gray Line for new water meter installation to future sub-division  
26: On site at Graham Road and Marsh Line for fire flow testing with Kent Sprinkler System.

MAY:

Sampled As Per Sampling Calendar  
Completed Set 2 of Weekly Residuals  
General maintenance as schedule by WMS  
No out of scope maintenance completed.

JUNE:

Sampled As Per Sampling Calendar  
Completed Set 2 of Weekly Residuals  
General maintenance as schedule by WMS  
09: Hydrant #18 at 10794 Graham Road repaired  
29: Service repair with West Elgin Roads crew at 188 Munroe St, West Lorne; replaced 1.5 feet of 5/8 service pipe and brand new curb box.

## SECTION 8: ALARMS:

JANUARY

23: High Cl2 Alarm at Rodney Tower. Arrived on site and analyzers were out of alarm. Operator tested and calibrated before leaving site.

FEBRUARY

11: Received call from Tri County operator for high PH at Rodney Tower due to CO2 issues at Water Plant. Operator gave Andrew Trask of Tri County permission to increase PH set point from 8.50 to 8.60 as approved by ORO and PCT.

MARCH

No alarms this month.

**SECOND QUARTER:**

APRIL:

No alarms this month.

MAY:

No alarms this month.

JUNE:

17: No communications to Rodney tower, due to power outage. Operator contacted Hydro One to inquire restoration time and monitored until power was restored.

## SECTION 9: COMPLAINTS & CONCERNS:

**FIRST QUARTER**

No customer complaints this quarter.

**SECOND QUARTER:**

No customer complaints this quarter.





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

# 5526 West Lorne Wastewater Treatment Plant Operations Report Second Quarter 2022

Ontario Clean Water Agency, Southwest Region  
Sam Smith, Senior Operations Manager  
Robyn Trepanier, Business Development Manager  
Issue Date: August 12, 2022

### **Facility Information:**

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

### **Operational Description:**

The village of West Lorne is served by an extended aeration Wastewater Treatment Plant, comprised of aeration, clarification, filtration, disinfection and sludge disposal. Also included is the collection system with one pumping station and a sanitary sewer system. The operations are in accordance to ECA # 5873-B4RLEJ, which covers the entire plant including the pumping stations.

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

### **Service Information**

Areas Served: Village of West Lorne

### **Design Capacity:**

Total Design Capacity: 900 m<sup>3</sup>/day  
Total Annual Flow (2017 Data): 181,074 m<sup>3</sup>/year  
Average Day Flow (2017 Data): 496 m<sup>3</sup>/day  
Maximum Day Flow (2017 Data): 1,512 m<sup>3</sup>/day

### **Treatment Process Features:**

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

### **Contacts:**

Regional Manager: Dale LeBritton 519: 476-5898  
Sr. Operations Manager: Sam Smith 226-377-1540  
Business Development Manager: Robin Trepanier 519- 791-2922

## SECTION 1: COMPLIANCE SUMMARY

### FIRST QUARTER:

There were no non-compliances reported this quarter.

### SECOND QUARTER:

There were no non-compliances reported this quarter.

## SECTION 2: INSPECTIONS

### FIRST QUARTER:

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

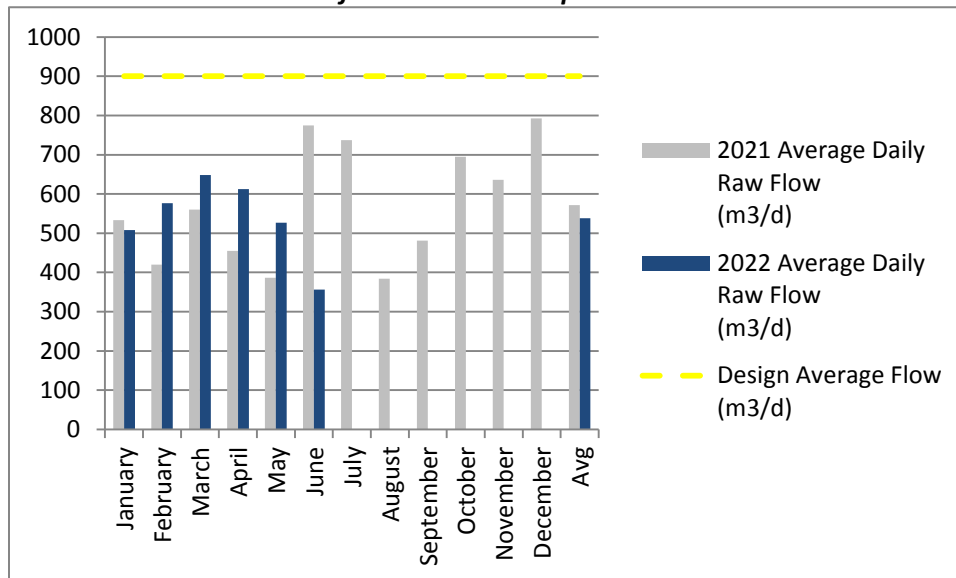
### SECOND QUARTER:

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

## SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow for the wastewater treatment plant in 2022 is 538.19m<sup>3</sup>/d. The average daily flow in 2021 was 571.26 m<sup>3</sup>/d, therefore the flow for 2022 is down 5.8% when compared to 2021. The plant is currently at 60 % of its rated capacity of 900m<sup>3</sup>/d.

**Chart 1. Raw flows in 2022 Compared to 2021 Flows**



Raw samples are taken on a biweekly basis following the ECA requirements. The table below shows the raw sample results for 2021.

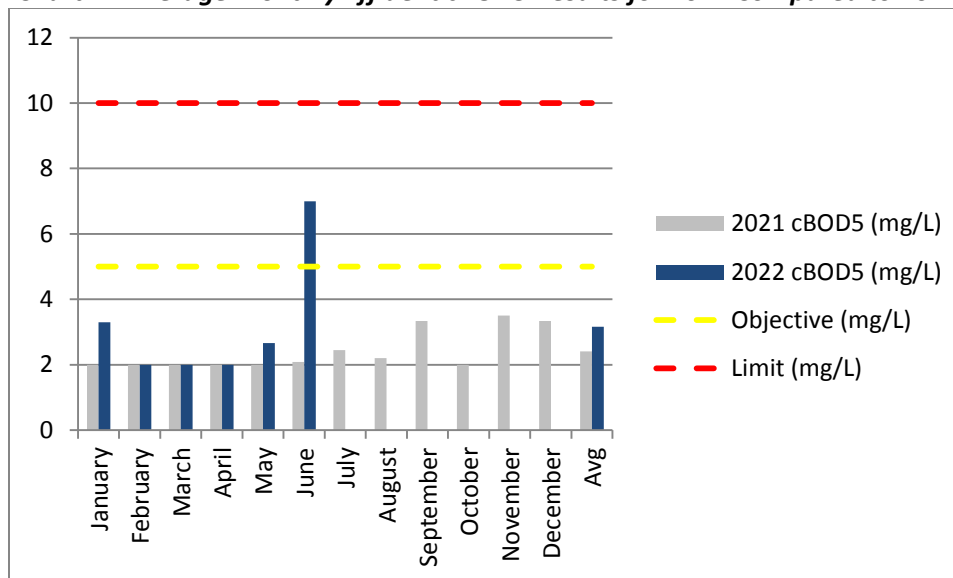
**Table 1. Raw Water Sample Results for 2021.**

	BOD5 (mg/L)	TKN (mg/L)	TP (mg/L)	TSS (mg/L)	Alkalinity (mg/L)
January Results	52.5	13.35	1.255	184	203
February Results	108.5	21	3.31	120	241
March Results	70.5	25.05	2.7	97	311.5
April Results	83.5	15.25	1.53	130	232.5
May Results	97	17.1	1.51	80.3	238
June Results	56	19.95	1.61	65	192.5
July Results					
August Results					
September Results					
October Results					
November Results					
December Results					
Annual Average	79.46	18.5	1.95	110.23	236.5

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

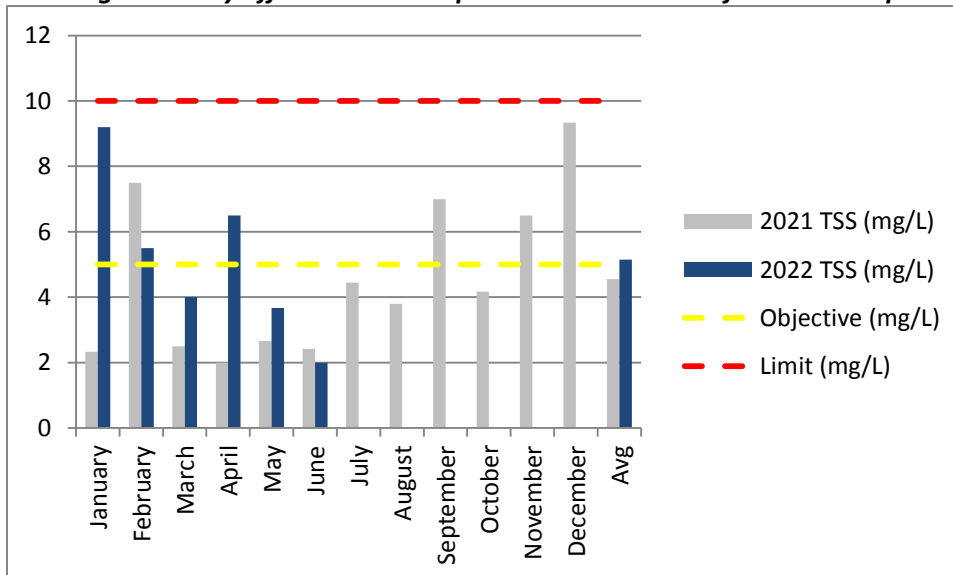
The average effluent cBOD5 for 2022 is 3.16mg/L, meeting the limits identified in the ECA. The objective was exceeded in June. The annual average result for cBOD5 in 2021 was 2.41mg/L, therefore the results for 2022 are up by 31% when compared to 2021 (refer to Chart 2).

**Chart 2. Average Monthly Effluent cBOD5 Results for 2022 Compared to 2021**



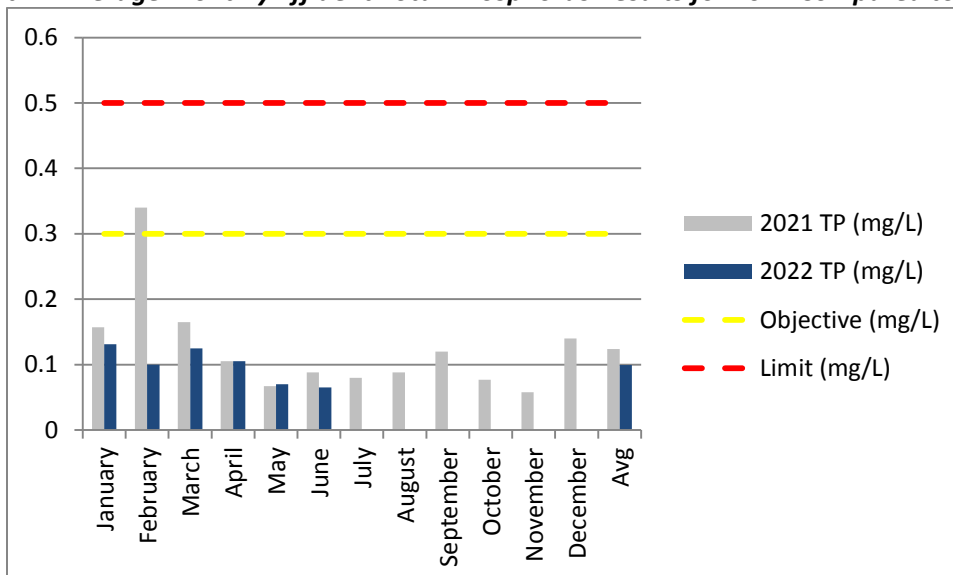
The average effluent TSS for 2022 is 5.1mg/L, meeting the effluent limits identified in the ECA, exceeding the effluent objective in January and February and April. The annual average result for TSS in 2021 was 4.6mg/L; therefore the results for 2022 are up by 31% when compared to 2021 (refer to Chart 3).

**Chart 3. Average Monthly Effluent Total Suspended Solids Results for 2022 Compared to 2021**



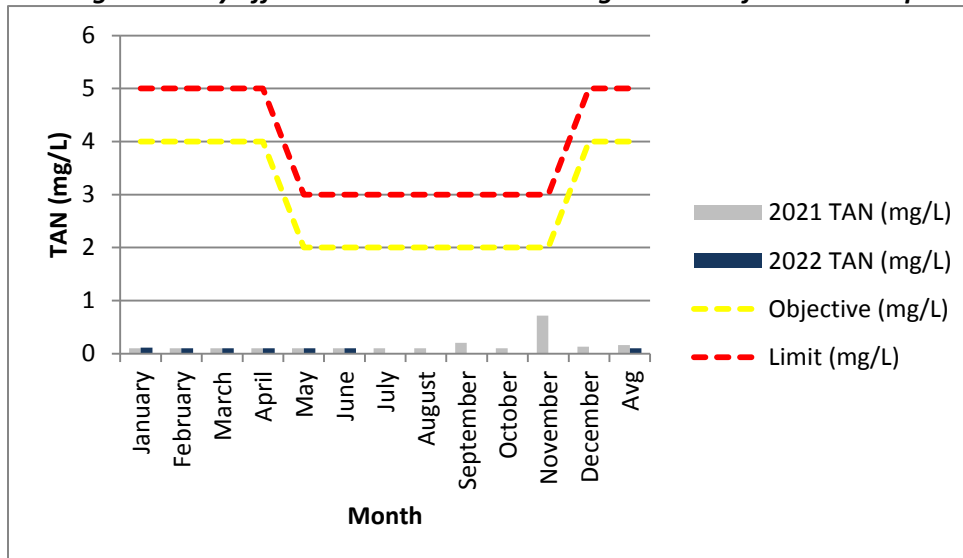
The average effluent TP for 2022 is 0.10 mg/L, meeting effluent objective and limits identified in the ECA. The annual average result for TP in 2021 was 0.124mg/L, therefore the results for 2022 is down 19.7% when compared to 2021 (refer to Chart 4).

**Chart 4. Average Monthly Effluent Total Phosphorus Results for 2022 Compared to 2021**



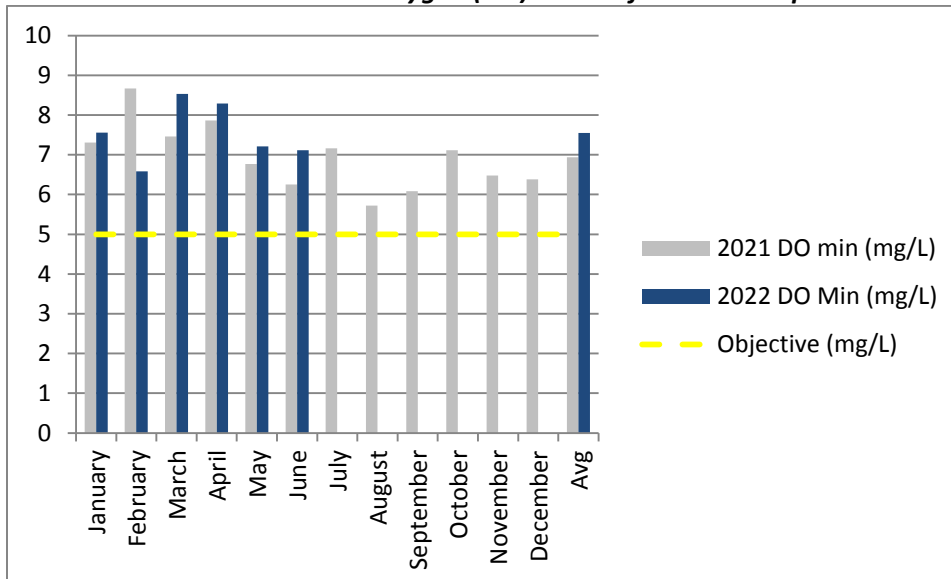
The average effluent TAN for 2022 is 0.10mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2021 was 0.16mg/L, therefore the results for 2022 are down 37% compared to 2021 (refer to Chart 5).

**Chart 5. Average Monthly Effluent Total Ammonia Nitrogen Results for 2022 Compared to 2021**



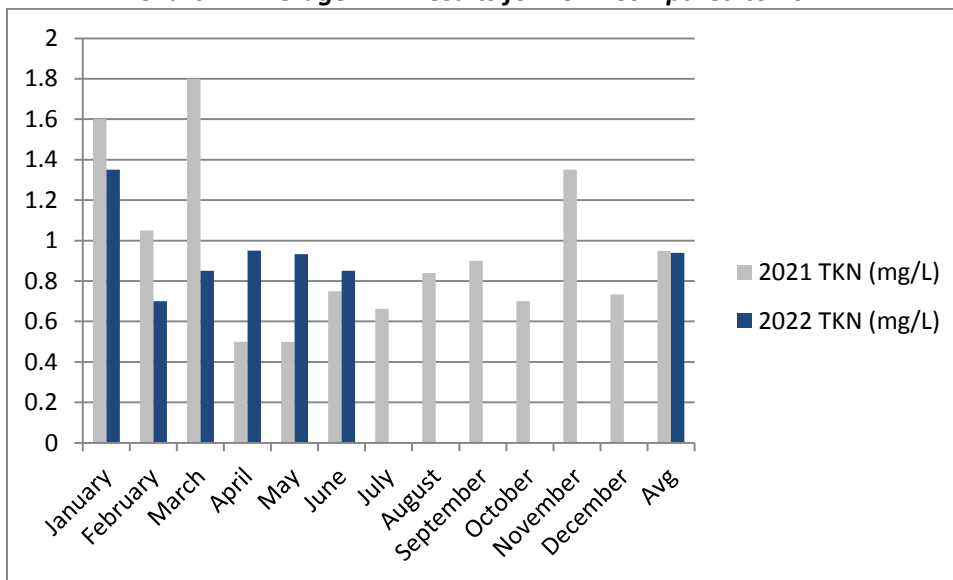
Dissolved oxygen (DO) of the effluent is tested on site at the plant, the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (chart 7) shows the minimum DO concentrations; there have been no objective exceedances.

**Chart 6. Minimum Dissolved Oxygen (DO) Results for 2022 Compared to 2021**



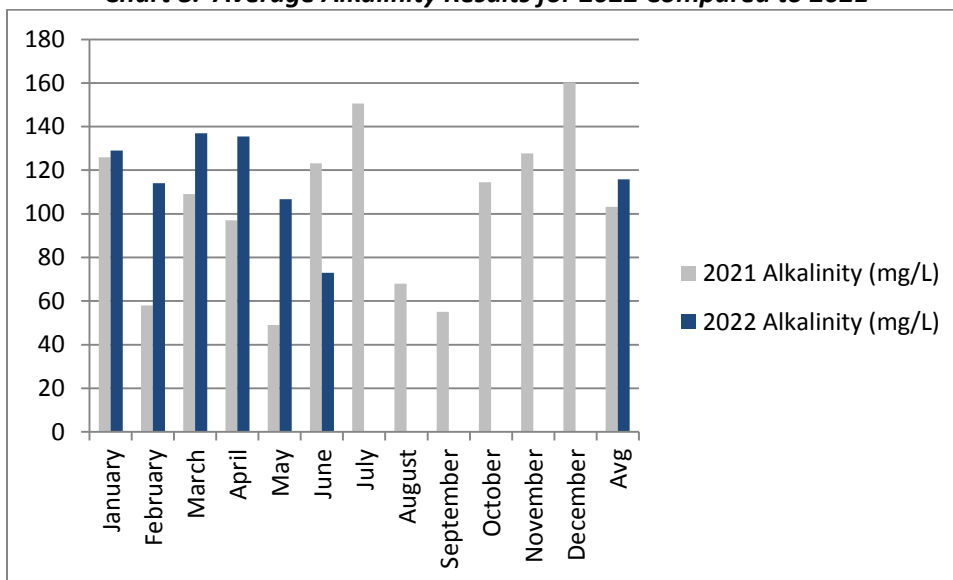
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2022 is 0.94mg/L. The annual average result for TKN in 2021 was 0.95mg/L, therefore the results for 2022 are down by 1% when compared to 2021 (refer to Chart 7).

**Chart 7. Average TKN Results for 2022 Compared to 2021**



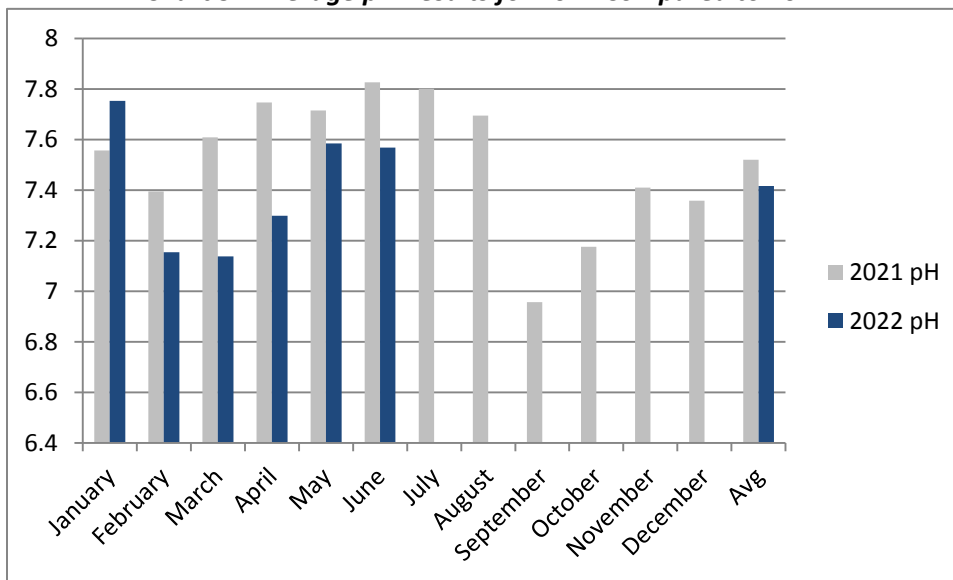
Alkalinity is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2022 is 116mg/L. The annual average result for alkalinity in 2021 was 103mg/L, therefore the results for 2022 are up by 12% when compared to 2021(refer to Chart 8).

**Chart 8. Average Alkalinity Results for 2022 Compared to 2021**



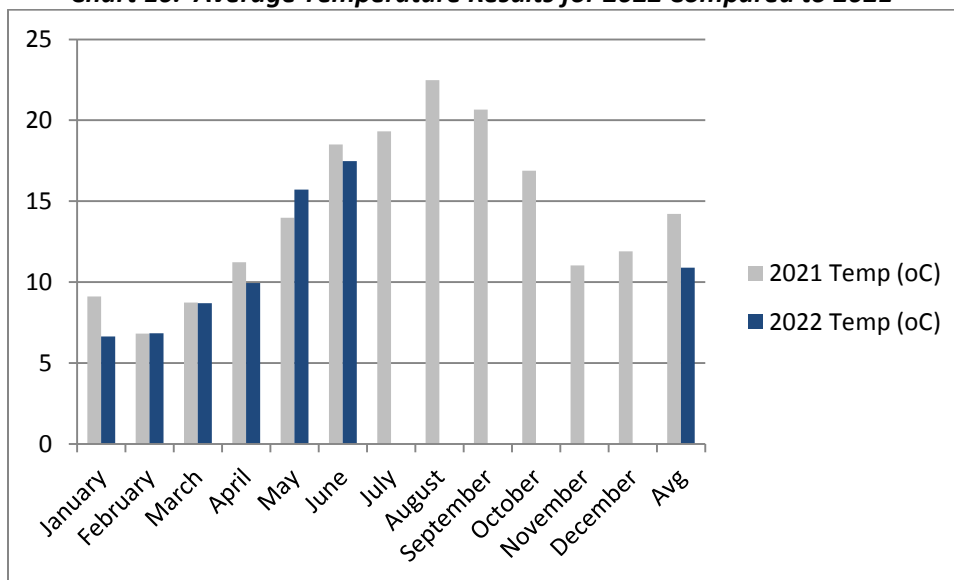
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2022 is 7.41. The annual average result for pH in 2021 was 7.52, therefore the results for 2022 are down by 1.4% when compared to 2021 (refer to Chart 9).

**Chart 9. Average pH Results for 2022 Compared to 2021**



Temperature is measured at least biweekly in accordance with ECA requirements; there are not any objectives or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2022 is 10.9°C. The annual average temperature in 2021 was 14.2°C, therefore the results for 2022 are down by 23% when compared to 2021 (refer to Chart 10).

**Chart 10. Average Temperature Results for 2022 Compared to 2021**





## SECTION 4: OCCUPATIONAL HEALTH & SAFETY

### **FIRST QUARTER:**

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

### **SECOND QUARTER:**

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

## SECTION 5: GENERAL MAINTENANCE:

### **FIRST QUARTER:**

#### **JANUARY**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

04: NCA compressors on site to change oil on sand filter compressor as it wouldn't stay running due to internal sensor tripped.

05: Started to decant West lagoon and closed east to west interconnect. Lagoon level was at 32.5"

06: High flow sample taken and shipped to lab.

10: High flow sample taken due to high numbers over weekend and shipped to lab. Decant flow was lowered to prevent high flows.

13: Auma on site to replace parts on the pinch valve. Valve is used for RAS/WAS system.

18: High flow sample taken and shipped to lab.

21: Lagoon measured and at 44"

24: Heytech on site to calibrate gas detectors in head works room.

24: Received alum delivery of 9000L

25: Gerber Electric on site to test MCC panel for RAS pump P108 due to issues; pump was reset and all appears normal.

26: High flow samples taken and shipped to lab.

31: Lagoon measured and at 51" - a total drop of 18.5" for the month.

#### **FEBRUARY**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

11: Reset SCADA computer due to communication error

#### **MARCH**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

02: Updated RAS/ WAS pump duty table

30: Flowmetrix on site to calibrate flowmeters

## **SECOND QUARTER:**

### **APRIL:**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

20: On site with Gerber Electric and T&T power to investigate PLC issues; found P100 faulted and it was determined that the pump needs to be pulled - P102 running but very low flow. Gerber Electric reversed direction and pump is now flowing at 17L/s.

25: On site with Kone Cranes for lifting devices inspections

27: Flowmetrix on site to complete effluent flow meter calibrations

### **MAY:**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

04: Turned off lagoon decant

16: Cleaned D.O probes in aeration tanks

16: Turned off decant due to high flows from rain.

18: Received call from Mike Kalita in regards to a sewer back up reported on McGregor Street. Operator arrived on site and found that manhole located at dead end appeared to have slight back up. Manhole located at McGregor and Wood Street appeared to be okay and flowing slightly still. Operator suspected there to be an issue between the two manholes. Hurricane Hydrovac in to flush from manhole to manhole. Completed flushing of line and all systems appeared to be ok.

25: On site with Chemtrade for alum delivery

25: On site with Nevro to drop off pump from Rodney scum pit.

### **JUNE:**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

09: Cleaned clarifiers and effluent chambers

13: Cleaned entire process and effluent chamber

17: Cleaned clarifiers and effluent channel

## **SECTION 6: ALARMS:**

### **FIRST QUARTER:**

#### **JANUARY**

11: Operator received page for communication fail. Operator reset computer and all was normal.

27: Scada computer communication fail. Operator reset computer all was normal.

#### **FEBRUARY**

03: Received page at 19:55 for gateway communication alarm. Arrived on site at 20:58, and restarted SCADA computer. All systems now appear okay.

- 18: Received channel 2 network gateway alarm at 21:34. Arrived on site and reset SCADA computer, all systems are now operating normally at time.
- 23: Received alarm page out at 18:04 to West Lorne WWTP for channel 1 communication loss. Arrived on site and reset SCADA computer and regained communication. Completed facility walk- through to make sure all systems are operating as designed.

#### MARCH

- 03: Received page for channel 2 communication alarm. Operator restarted SCADA computer and reset sand filter air compressor. All systems running normal.
- 12: Received call from spectrum at 17:01 for "West Lorne SCADA communication alarm gateway 2." Operator reset SCADA computer and completed plant walk through.
- 20: Received call for communication alarm at 22:26. Arrived on site at 00:30, reset SCADA computer and completed plant walk through. All systems appeared okay at the time.
- 27: Received call for communication alarms at 11:06. Arrived at 11:55, restarted computer and completed plant walk through. All systems appeared okay at the time.

#### SECOND QUARTER:

##### APRIL:

No alarms this month

##### MAY:

- 03: On site after receiving call out for pump station high level; operator found wet well level at 3.60m and still in alarm. Pump was operating normal and plant was receiving flow at 14 l/s. Notified S.O.M Sam Smith

##### JUNE:

No Alarms this month

## SECTION 7: COMPLAINTS & CONCERNS:

#### FIRST QUARTER:

There were no complaints or concerns this quarter.

#### SECOND QUARTER:

There were no complaints or concerns this quarter.



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

5834 Rodney Wastewater Treatment Plant  
Operations Report  
Second Quarter 2022

Ontario Clean Water Agency, Southwest Region  
Sam Smith, Senior Operations Manager  
Robin Trepanier, Business Development Manager  
Issue Date: August 12, 2022

### **Facility Information:**

Facility Name: Rodney Wastewater Treatment Plant  
Facility Type: Municipal  
Classification: Class 2 Wastewater Collection, Class 2 Wastewater Treatment

### **Operational Description:**

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

### **Service Information**

Areas: Serviced: Village of Rodney

### **Design Capacity:**

Total Design Capacity: 590 m<sup>3</sup>/day  
Total Annual Flow (2017 Data): 127,060 m<sup>3</sup>/year  
Average Day Flow (2017 Data): 348.1 m<sup>3</sup>/day  
Maximum Day Flow (2017 Data): 588 m<sup>3</sup>/day

### **Treatment Process Features:**

Effluent Receiver: Sixteen Mile Creek to Lake Erie  
Major Process: Extended aeration  
Phosphorus Removal: Continuous, Use of alum  
Additional Treatment: Effluent filtration  
Discharge Mode: Continuous discharge  
Effluent Disinfection Practice: UV Disinfection  
Sludge Stabilization: Lagoon storage

### **Contacts:**

Regional Manager:	Dale LeBritton	519- 476-5898
Sr. Operations Manager:	Sam Smith	226- 377-1540
Business Development Manager:	Robin Trepanier	519- 791-2922

## SECTION 1: COMPLIANCE SUMMARY

### FIRST QUARTER:

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

### SECOND QUARTER:

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

## SECTION 2: INSPECTIONS

### FIRST QUARTER:

There were no MECP or MOL inspections during this quarter.

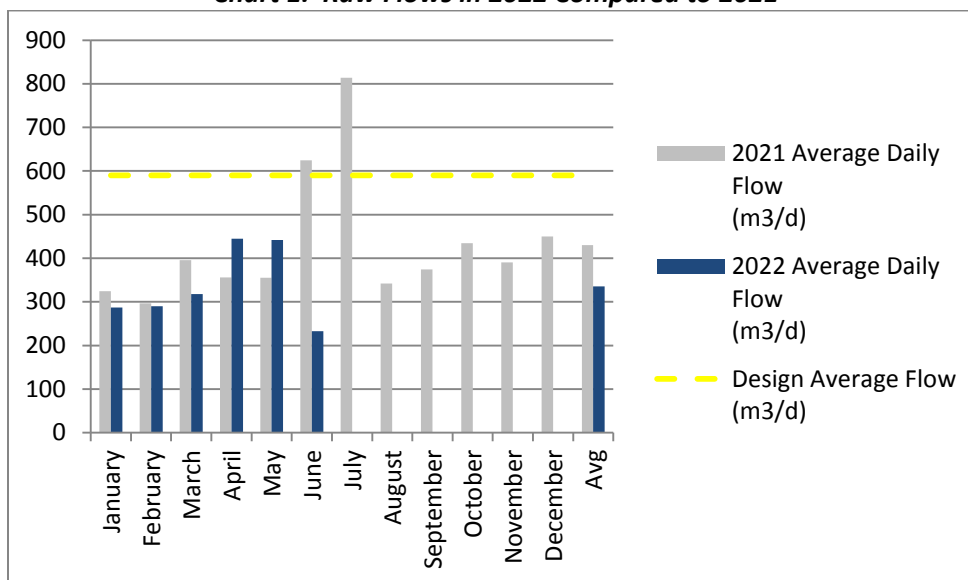
### SECOND QUARTER:

There were no MECP or MOL inspections during this quarter.

## SECTION 3: PERFORMANCE ASSESSMENT REPORT

The average daily flow for the wastewater treatment plant in 2022 is 335.52m<sup>3</sup>/d. The average daily flow in 2021 was 429.71 m<sup>3</sup>/d, therefore the flow for 2022 is down by 22% when compared to 2021. The plant is currently at 57% of its rated capacity of 590m<sup>3</sup>/d.

**Chart 1. Raw Flows in 2022 Compared to 2021**



Raw samples are taken on a biweekly basis following the ECA requirements. The table below shows the raw sample results for 2022.

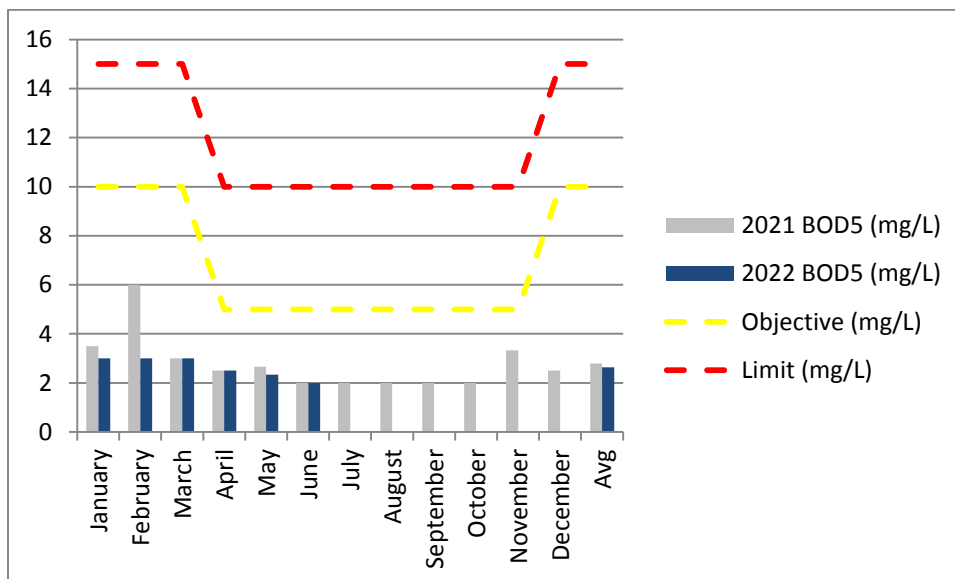
**Table 1. Raw water sample results for 2022.**

	BOD5 (mg/L)	TKN (mg/L)	TP(mg/L)	TSS (mg/L)
January Results	124	38.55	4.205	113
February Results	201	46.7	6.5	286.5
March Results	125	38.3	4.51	163.5
April Results	114.5	33.2	3.9	124.5
May Results	128.7	41.7	4.3	108
June Results	44.5	17.1	2.2	69
July Results				
August Results				
September Results				
October Results				
November Results				
December Results				
Annual Average	123.4	36.4	4.3	141.3

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

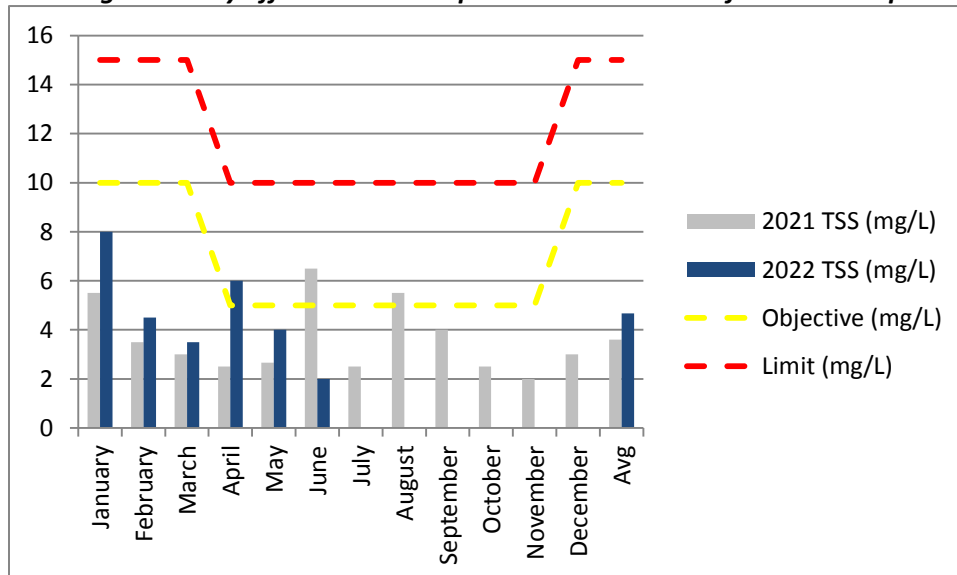
The average effluent BOD5 for 2022 is 2.6mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for BOD5 in 2021 was 2.79mg/L, therefore the results for 2022 so far are down by 5.5% when compared to 2021 (refer to Chart 2).

**Chart 2. Average Monthly Effluent BOD5 results for 2022 compared to 2021.**



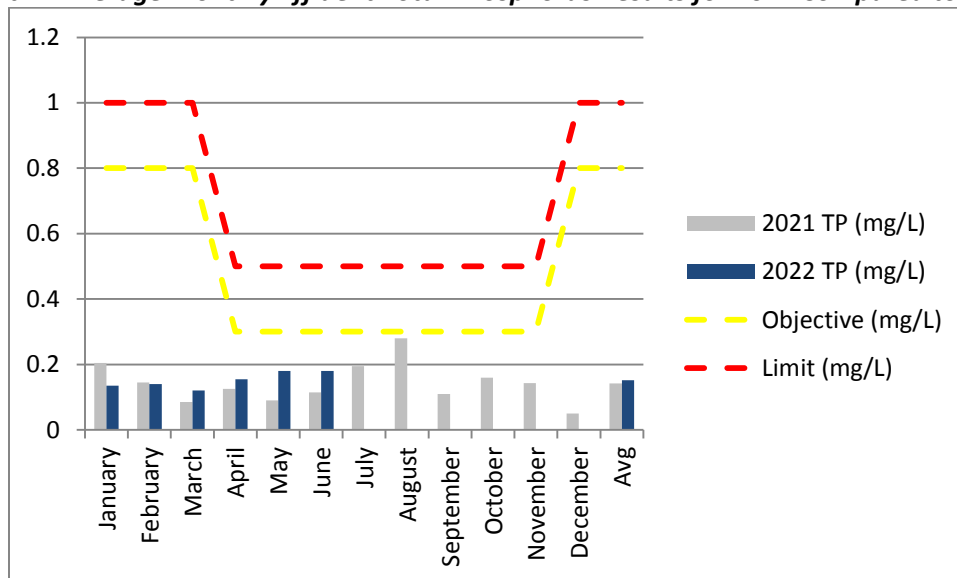
The average effluent TSS for 2022 is 4.7 mg/L, meeting effluent limits identified in the ECA. The objective was exceeded in April. The annual average result for TSS in 2021 was 3.6mg/L, therefore the results for 2022 are up by 30% when compared to 2021 (refer to Chart 3).

**Chart 3. Average Monthly Effluent Total Suspended Solids Results for 2022 Compared to 2021**



The average effluent TP for 2022 is 0.15mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TP in 2021 was 0.14mg/L, therefore the results for 2022 are up 6.9% when compared to 2021 (refer to Chart 4).

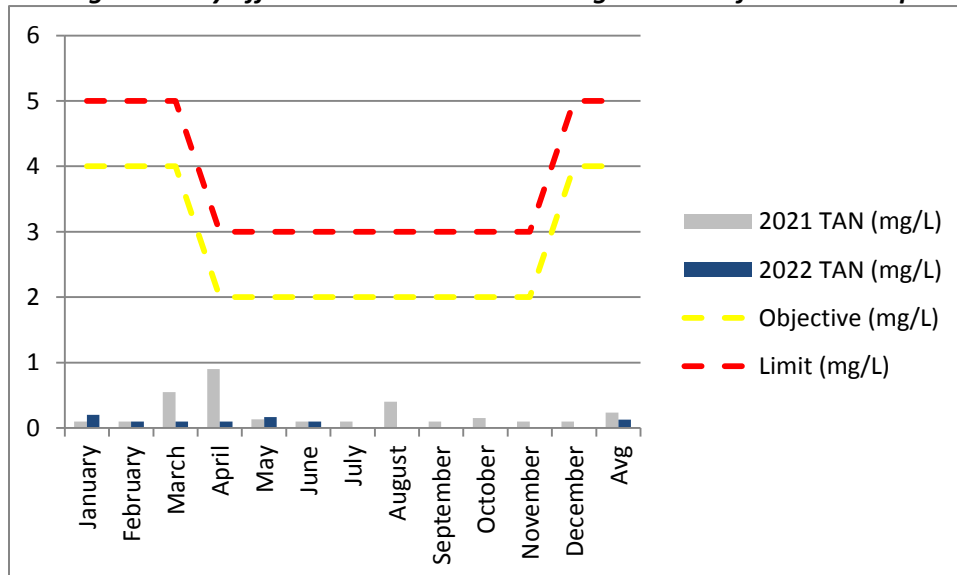
**Chart 4. Average Monthly Effluent Total Phosphorus Results for 2022 Compared to 2021**





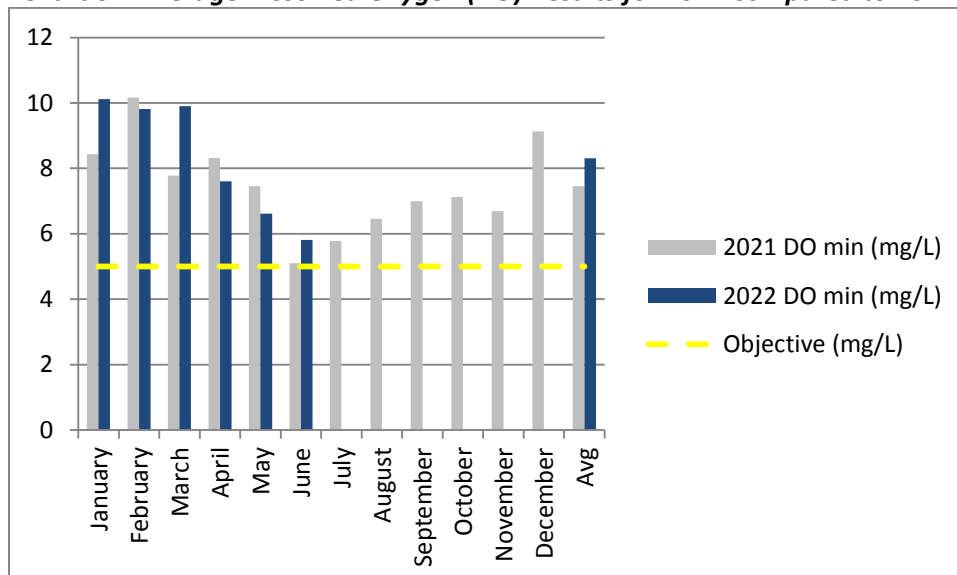
The average effluent TAN for 2022 is 0.13 mg/L, meeting both effluent objectives and limits identified in the ECA. The annual average result for TAN in 2021 was 0.24mg/L, therefore the results for 2022 are down by 46% when compared to 2021 (refer to Chart 5).

**Chart 5. Average monthly Effluent Total Ammonia Nitrogen Results for 2022 Compared to 2021**



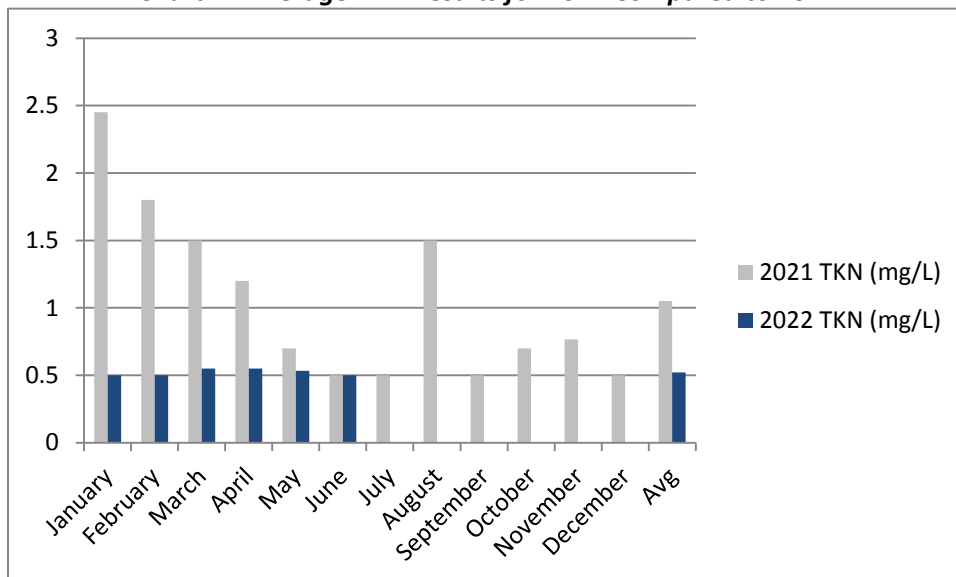
Dissolved oxygen (DO) of the effluent is tested on site at the plant; the ECA identifies a minimum level required as an objective. This objective is 5mg/L. The chart below (Chart 6) shows the minimum DO concentrations, there have been no objective exceedances.

**Chart 6. Average Dissolved Oxygen (DO) Results for 2022 Compared to 2021**



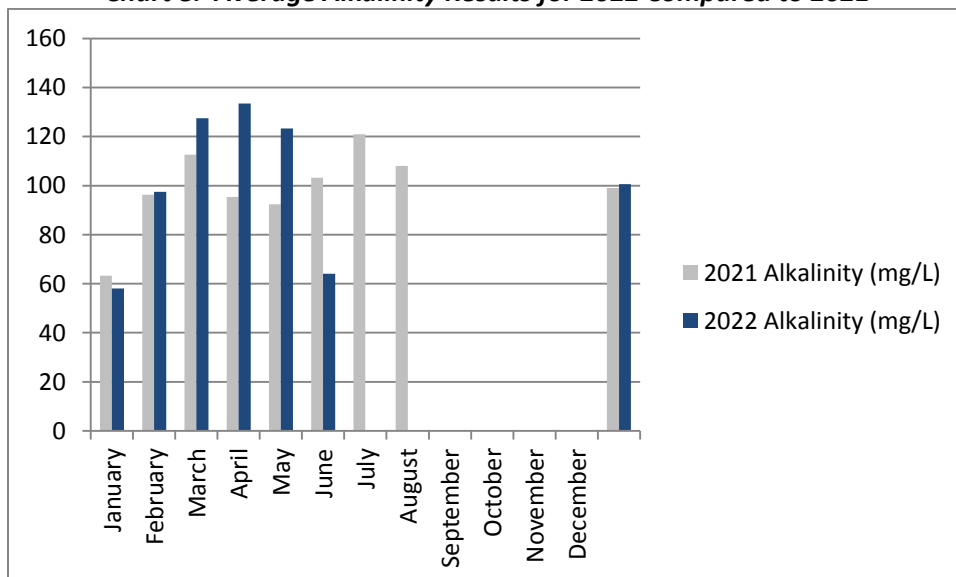
Total Kjeldahl Nitrogen (TKN) is sampled biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The average effluent TKN for 2022 is 0.52 mg/L. The annual average result for TKN in 2021 was 1.05mg/L; therefore the results for 2022 are down by 50% when compared to 2021 (refer to Chart 7).

**Chart 7. Average TKN Results for 2022 Compared to 2021**



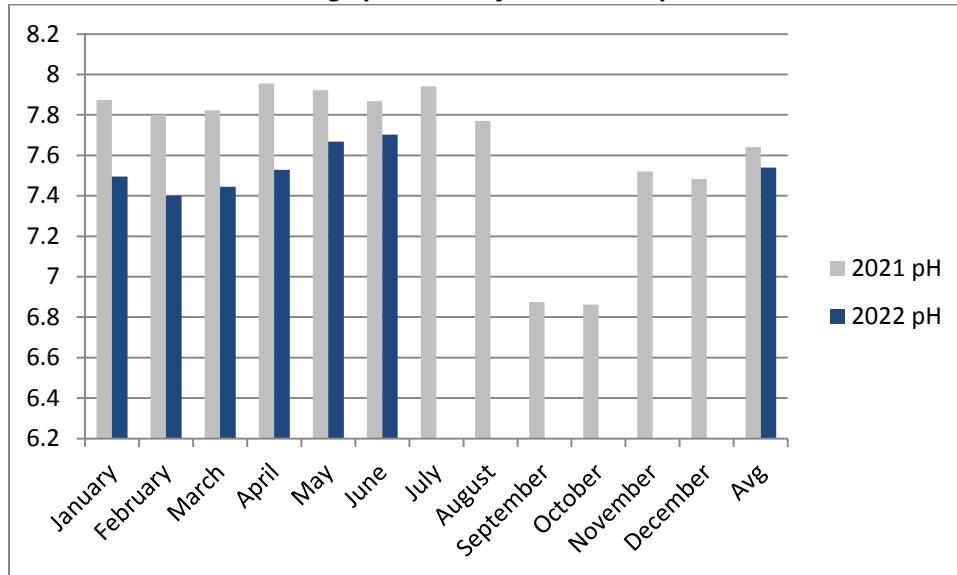
Alkalinity is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that at least 50mg/L is present in the effluent. The average effluent alkalinity for 2022 is 100mg/L. The annual average result for alkalinity in 2021 was 99mg/L, therefore the results for 2022 so far are up by 1.6% when compared to 2021 (refer to Chart 8). A non compliance was reported in 2021 due to bi weekly samples being missed.

**Chart 8. Average Alkalinity Results for 2022 Compared to 2021**



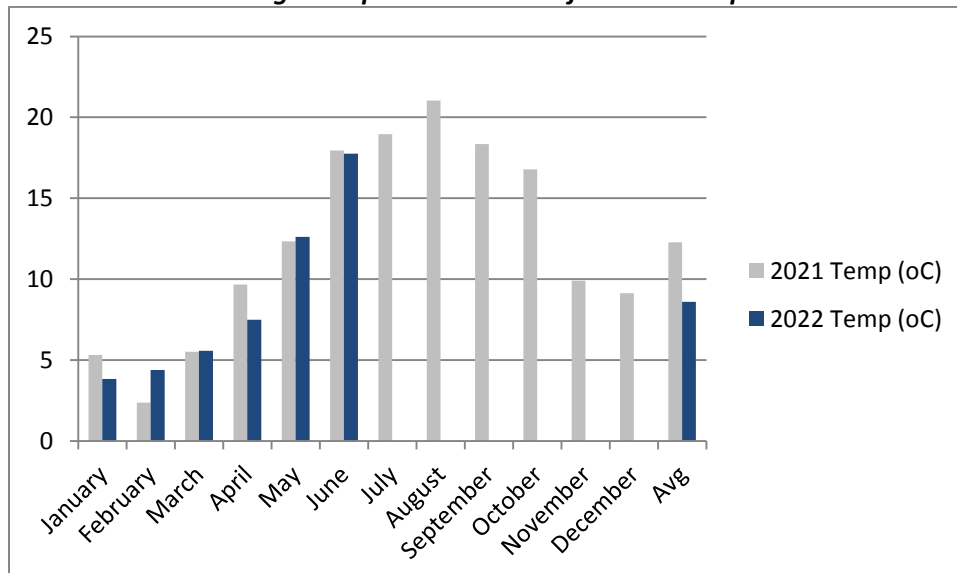
pH is sampled at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. It is recommended that the pH is in the range of 6.5-8.5. The average effluent pH for 2022 is 7.54. The annual average result for pH in 2021 was 7.64; therefore the results for 2022 is down by 1.3% when compared to 2021 (refer to Chart 9).

**Chart 9. Average pH Results for 2022 Compared to 2021**



Temperature is measured at least biweekly in accordance with ECA requirements; there are no objective or limits imposed on this parameter. The temperature of the effluent fluctuates based on outdoor temperatures. The average effluent temperature for 2022 is 8.6°C. The annual average temperature in 2021 was 12.3°C, therefore the results for 2022 are down 30% when compared to 2021 (refer to Chart 10).

**Chart 10. Average Temperature Results for 2022 Compared to 2021**



## SECTION 4: OCCUPATIONAL HEALTH & SAFETY

### **FIRST QUARTER:**

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

### **SECOND QUARTER:**

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

## SECTION 5: GENERAL MAINTENANCE:

### **FIRST QUARTER:**

#### **JANUARY**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

05: Sanitary Sewer service on site to clear liquid from scum pit.

05: Gerber Electric on site to scheme scum pump electrical. Found that the MCC needs to be upgraded for size of pump.

05: Gerber Electric on site at pump station to verify electrical to Pump 2 as there have been issues with newly installed rebuild pump. No electrical issues found.

24: Alum delivery of 5000L

#### **FEBRUARY**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

14: Found sand filter plugged; used air lance and hose to backwash sand filter.

22: Completed monthly generator checks and operated generator for 1 hour.

25: Increased alum dosing on pump from 31.7 mL/min to 36.7 mL/min due to increase in flows

25: Completed monthly alarm and dialer checks at Rodney WWTP and Pump Station

#### **MARCH**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

04: Flushed return activated sludge line and cleared debris from pumps to increase return activated sludge flow rate

23: Pulled sump pump to remove rags from impeller

29: Placed UV system back online as requested by Senior Operations Manager Sam Smith

30: Mike Nagy from Sanitary Sewer on site to clean out scum pit

31: Completed monthly alarm and dialer checks

## **SECOND QUARTER:**

### **APRIL:**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

13: Replaced burnt out UV bulbs

20: On site to troubleshoot high level alarm issue with T&T power and Gerber Electric. Discovered that a "second float" high level was causing the alarm. Disabled this alarm as there is a high level alarm triggered by milltronics. Tested alarm to ensure it was working properly.

25: On site with Kone Cranes to do lifting device inspections

27: Flowmetrix on site for flowmeter calibrations

### **MAY:**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

12: Pumped down inside sand filters to repair plugged reject pipe

18: On site with Gerber Electric to disconnect wiring from scum pump

19: Kone Cranes on site to repair crane #3

23: Found RAS/WAS pumps had faulted, reset both pumps

25: On site for alum delivery from Chemtrade

25: On site with Nevtro to install pump 2 at Rodney pump station

27: Found pump 2 not operating properly at Rodney pump station; operator turned pump off and notified SOM

### **JUNE:**

Sampled As Per Sampling Calendar

General maintenance as schedule by WMS

Operator manually wastes solids daily to lagoon due to valve and flow meter issues that require upgrades in facility.

Third Street and Stinson Street man holes checked weekly for buildup.

20: Operator turned off and isolated RAS/WAS pump #2 due to problems with pump

24: Nevtro on site to remove ras pump 2 for seal repairs

## **SECTION 6: ALARMS:**

### **FIRST QUARTER:**

There were no alarms this quarter.

### **SECOND QUARTER:**

#### **APRIL:**

12: Received alarm for power failure. Operator arrived on site to found no power to site. Reset main breaker on MCC panel and regained power to site. Reset alum pump as it was faulted; reset both mixers as were also faulted. Completed plant walk through to ensure that all systems normal.

MAY:

No alarms reported this month.

JUNE:

- 01: Received alarm page out for power failure; operator arrived on site and confirmed power out. Reset main breaker on MCC panel, reset alum pump, reset RAS pumps and completed walk through. All systems appeared ok.
- 20: Received page for channel 7 alarm; operator arrived on site and completed facility walkthrough and checks. Operator found alarm message on SCADA screen in office saying Rodney pump station dialer alarm. Arrived at pump station and found milltronics in alarm for wet well high level. Operator pumped well down in hand, and out of alarm; monitored wet well as it filled and pumps operated properly.

## SECTION 7: COMPLAINTS & CONCERNS:

FIRST QUARTER:

There were no complaints or concerns this quarter.

SECOND QUARTER:

There were no complaints or concerns this quarter.



## Staff Report

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**Report To: Council Meeting**

**From: Robert Brown, Planner**

**Date: 2022-08-24**

**Subject: Severance Application E59-22 – Comments to County of Elgin (Planning Report 2021-33)**

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### **Recommendation:**

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the severance application, File E59-22 – Comments to Elgin County (Planning Report 2022-33);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E59-22, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

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

### **Purpose:**

The purpose of this Report is to provide Council with recommendations related to authorizing municipal comments to the County of Elgin regarding County of Elgin Severance Application E59-22, as Elgin County is the planning approval authority for severances.

The purpose of the application is to facilitate lot creation for an existing dwelling which is surplus to the farming operations of the applicant, on Argyle Line.

### **Background:**

Below is background information, in a summary chart:

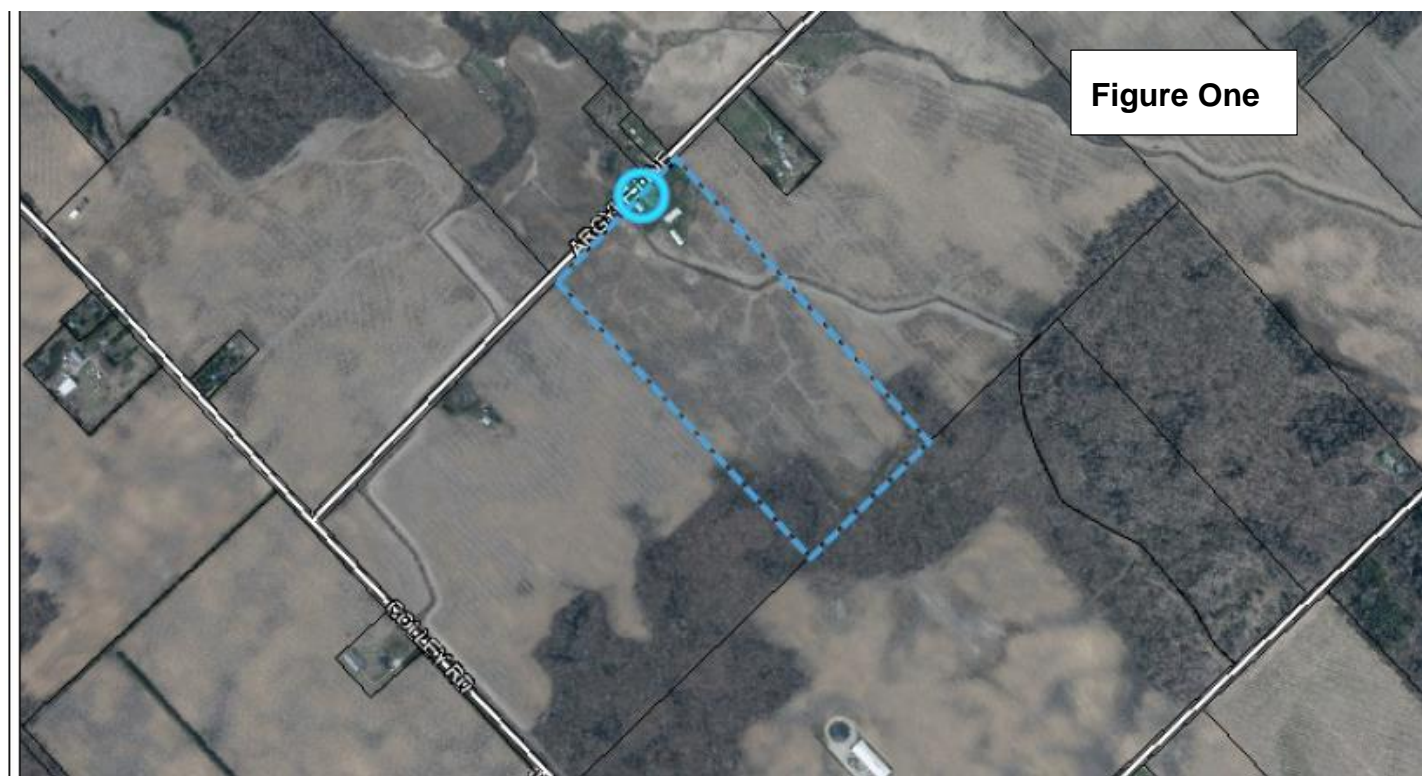
<b>Application</b>	E59-22
<b>Owner/Applicant</b>	Henk & Ans Dieker
<b>Legal Description</b>	Part Lot of 18, Concession 4
<b>Civic Address</b>	24397 Argyle Line
<b>Entrance Access</b>	Argyle Line
<b>Water Supply</b>	Municipal water service
<b>Sewage Supply</b>	Private on-site individual septic system
<b>Existing Land Area</b>	18.41 ha (45.52 ac)

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

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
<b>E59-22</b>	59.3 m (194.5 ft)	118.1 m (387.5 ft)	0.81 ha (2.0 ac)	227.6 m (746.7 ft)	669.4 m (2,196.2 ft)	17.61 ha (43.52 ac)

The Public Hearing is scheduled for September 28, 2022, at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the applicants existing parcel of land.



The severance sketch, showing E59-22 is attached to this report as Appendix One for reference purposes.

### **Financial Implications:**

None. Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended time to time. The severance may result in a minimal increase 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 creation in agricultural areas is permitted for a residence surplus to a farming operation because of farm consolidation, provided that the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and the planning authority created by the severance, in accordance with Section 2.3.4.1(c) of the PPS. New land uses, including the creation of lots and new or expanding livestock facilities shall comply with the minimum distance separation formulae, in accordance with Section 2.3.3.3 of the PPS. The severed parcel is limited in area to accommodate the existing infrastructure associated with the existing dwelling; and the Applicant notes that there are livestock barns within 750 metres of the subject lands, as concurred by Planning Staff, but MDS-1 is exempt on the surrounding lands as per Guideline 9 of the MDS Guidelines, as there is no specific policies contained in the OP requiring this aspect and there are no existing livestock facilities on the retained parcel.

No development is proposed within the natural heritage (Section 2.3) and natural hazard (Section 3.1) portions of the property.

This proposal is consistent with the PPS.

#### **CEOP:**

The subject lands are designated Agricultural Area on Schedule 'A' Land Use in the CEOP. A portion of the proposed retained parcel is within Woodlands as indicated on Appendix #1 Natural Heritage Features and Areas in the CEOP.

Section E1.2.3.4 b) of the CEOP permits the creation of new lots provided the local Official Plan supports their creation and if the lot is to be created to accommodate a habitable residence that has become surplus to a farming operation as a result of a farm consolidation provided that the development of a new residential use is prohibited on any retained parcel of farmland created by the consent to sever. The residence to be severed is habitable and is surplus to the owner's farming operations. The proposed severed parcel meets the MDS I setbacks. The residence is connected to the municipal water and private individual on-site septic system.

No development is proposed within the natural heritage (Section D1.2) and natural hazard (Section D3.1) portions of the property.

Therefore, this proposal appears to conform to the CEOP.

#### **OP:**

The subject lands are designated as Agricultural, as shown on Rural Area Land Use and Transportation Schedule 'E' of the OP. A portion of the proposed retained parcel is within the Elgin Nature Reserve and a Provincially Significant Wetland as indicated on Schedule 'B' on Map 1 and Woodlands as indicated on Schedule 'B' Map 2 Natural Heritage Features of the OP. Neither of these impact on the requested severance.

The agricultural land use policies, under Section 6.2 of the OP, permit a farm dwelling on the farm operation.

Section 6.2.9 policies of the OP, state that the creation of a lot for the purposes of disposing of a dwelling considered surplus as a result of farm consolidation, being the acquisition of additional farm parcels to be operated as one farm operation, shall be considered in accordance with the following:

- a) The dwelling considered surplus has been in existence for at least 10 years;
- b) The dwelling is structurally sound and suitable, or potentially made suitable, for human occupancy;
- c) No new or additional dwelling is permitted in the future on the remnant parcel which shall be ensured through an amendment to the Zoning By-law;
- d) Compliance with MDS I with respect to any livestock building, structure, or manure storage facility on the remnant parcel;
- e) Minimizing the loss of productive farmland; and
- f) Deteriorated derelict abandoned farm buildings (including farm buildings and structures with limited future use potential) are demolished and the lands rehabilitated.

Administration advises that:

- The proposed severance demonstrates that the residence is surplus to the owners' farming operation and the dwelling has been in existence greater than ten years and is structurally sound and suitable for human occupation;
- A zoning by-law amendment to prohibit a new or additional dwelling on the proposed retained parcel is recommended as a condition of severance;
- There is a livestock operation to the southwest of the subject parcel however it is located some 900 m+ from the proposed dwelling and lot. As a precautionary measure MDS 1 calculations were done and the proposed surplus dwelling lot is well outside the required setback;
- The proposed severed parcel does not include any productive farmland; and
- There are no farm buildings that are deteriorated, derelict or abandoned for consideration of removals.

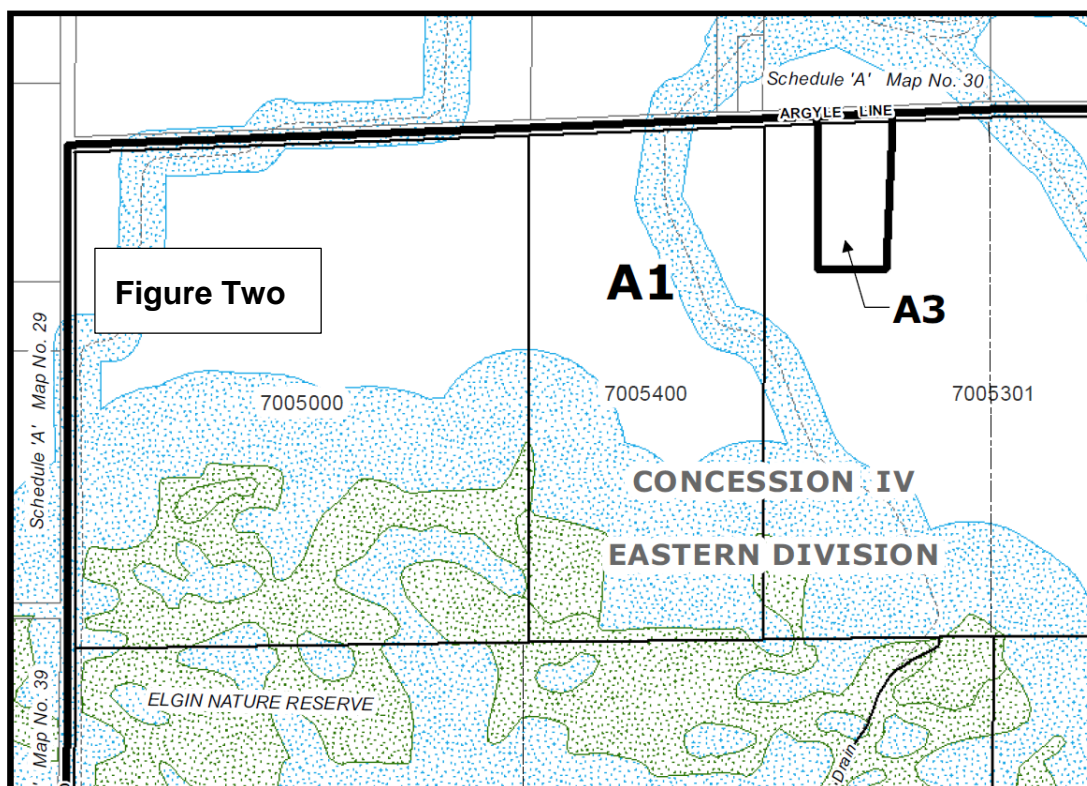
No development is proposed within the natural heritage and natural hazard portions of the property.

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

Therefore, this proposal conforms to the OP.

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

The subject lands are zoned General Agricultural (A1) on Schedule A, Map 40 of the ZBL, as depicted in Figure Two below:



Permitted uses within the General Agricultural (A1) Zone include single unit dwellings. The minimum lot area and lot frontage requirements of the General Agricultural (A1) Zone are 20.2 hectares and 300 m respectively.

The proposed severed parcel area is 0.81 ha (2 ac.), with a lot frontage of 59.3 m (176.67 feet); and would need to be rezoned to implement the proposed lot creation, by rezoning it to the Restricted Agricultural (A3) Zone, as a condition of approval. The Restricted Agricultural Zone (A3) Zone has a minimum lot area of 4,000 sq. m and a minimum lot frontage of 30 m.

The proposed retained parcel would also need to be rezoned to Agricultural (A2) Zone, to permit agricultural uses and prohibit new dwellings.

Provided a Zoning By-law Amendment is obtained for the severed and retained parcels, as a condition of the consent application, the proposal will comply with the Zoning by-law.

**Interdepartmental Comments:**

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

**Drainage:**

- The subject lands are within the Garlick Drain municipal drainage area.

Planning Staff notes that this will be addressed as condition of approval for reassessment process.

**Utilities:**

- No issues of concern, as the proposed severed parcel is connected to municipal water service.

**Public Works:**

- If any entrance modifications are needed, an entrance permit would be required.

**Building Dept:**

- A septic system inspection will need to be completed as a condition of the severance.

No other comments or concerns were received from Administration.

**Summary:**

Therefore, it is Planning Staff's opinion that the proposed surplus farm dwelling lot creation consent, is consistent with the PPS, conforms to the CEOP and conforms to the OP, complies with the ZBL (subject to prohibition of future dwellings on the retained parcel); 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 E59-22 - Comments to Elgin County - 2022-33-Planning.docx
Attachments:	<ul style="list-style-type: none"><li>- Planning Report 2022-033 Appendix One - Survey Sketch.pdf</li><li>- Planning Report 2022-33 Appendix Two - Comments to the County of Elgin.pdf</li></ul>
Final Approval Date:	Sep 7, 2022

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

Jana Nethercott

SKETCH

ILLUSTRATING PROPOSED SEVERANCE  
FOR: HENK AND ANS DIEKER

CAUTION

THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT  
FOR THE PURPOSE INDICATED IN THE TITLE BLOCK  
DO NOT CONVEY FROM THIS PLAN

SCALE - 1: 1000



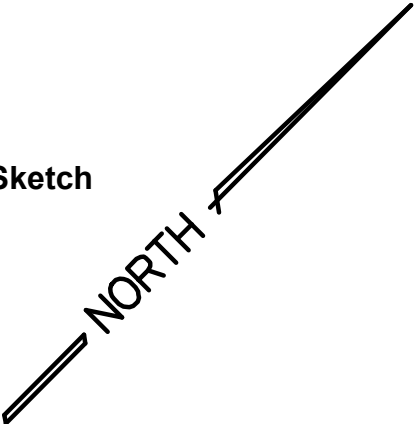
METRIC

DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN  
BE CONVERTED TO FEET BY DIVIDING BY 0.3048

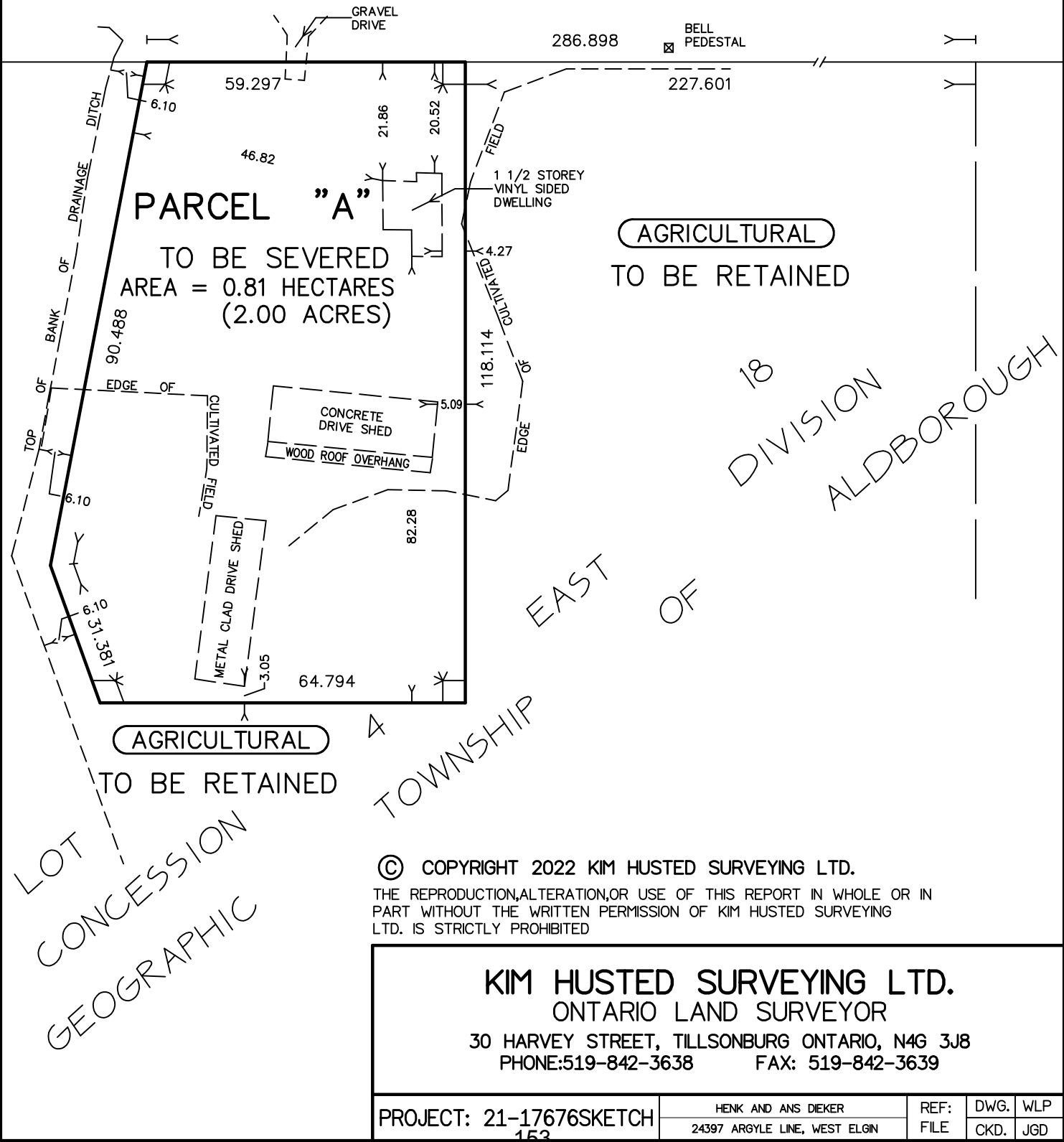
KIM HUSTED SURVEYING LTD.

Appendix One - Survey Sketch

PROPERTY DESCRIPTION:  
PART OF LOT 18  
CONCESSION 4 EAST DIVISION  
GEOGRAPHIC TOWNSHIP OF ALDBOROUGH  
MUNICIPALITY OF WEST ELGIN  
COUNTY OF ELGIN



ARGYLE LINE  
ROAD ALLOWANCE BETWEEN CONCESSIONS 3 & 4



**Planning Report 2022-33: Severance Report E59-22 –**  
**Comments to the County of Elgin**

**Appendix Two: Severance Application E59-22 Conditions**

Severance Application E59-22 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 Applicant successfully apply to the Municipality for a Zoning By-law Amendment for the severed and retained parcels and having such rezoning of the Zoning By-law come into full force and effect pursuant to the Planning Act, to the satisfaction and clearance of the Municipality.
5. That the Applicant have a septic system assessment be completed by a qualified individual, on the proposed severed parcel to ensure that the lands are suitable for a privately owned and operated septic system, to the satisfaction and clearance of the Municipality.
6. That the Applicant have a drainage reapportionment completed (if required) pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
7. That prior the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.
8. 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:** 2022-08-31  
**Subject:** Severance Report

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### **Recommendation:**

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding the consent application File E65-22 – Comments to Elgin (Planning Report 2022-035);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E65-22, subject to the Lower-Tier Municipal conditions in Appendix Two of this report;

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

### **Purpose:**

The purpose of this Report is to provide Council with recommendations related to authorizing municipal comments to the County of Elgin regarding County of Elgin Severance Application E65-22, as Elgin County is the planning approval authority for severances.

The purpose of the application is to facilitate the severance of a portion of the lands located within the settlement area of Rodney.

### **Background:**

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

<b>Application</b>	E65-22
<b>Owner/Applicant</b>	Donald Francis Ciparis
<b>Legal Description</b>	Pt. Lots 7 & 8 Concession 7, Lots 20 & 21 & Pt. of Lot 25 Plan 202 & Pt. 1, RP 11R 1513
<b>Civic Address</b>	22576 Queens Line
<b>Entrance Access</b>	22576 Queens Line
<b>Water Supply</b>	Severed Parcel – Municipal water available Retained Parcel – Connected to municipal water
<b>Sewage Supply</b>	Severed Parcel – Municipal sanitary sewage service available

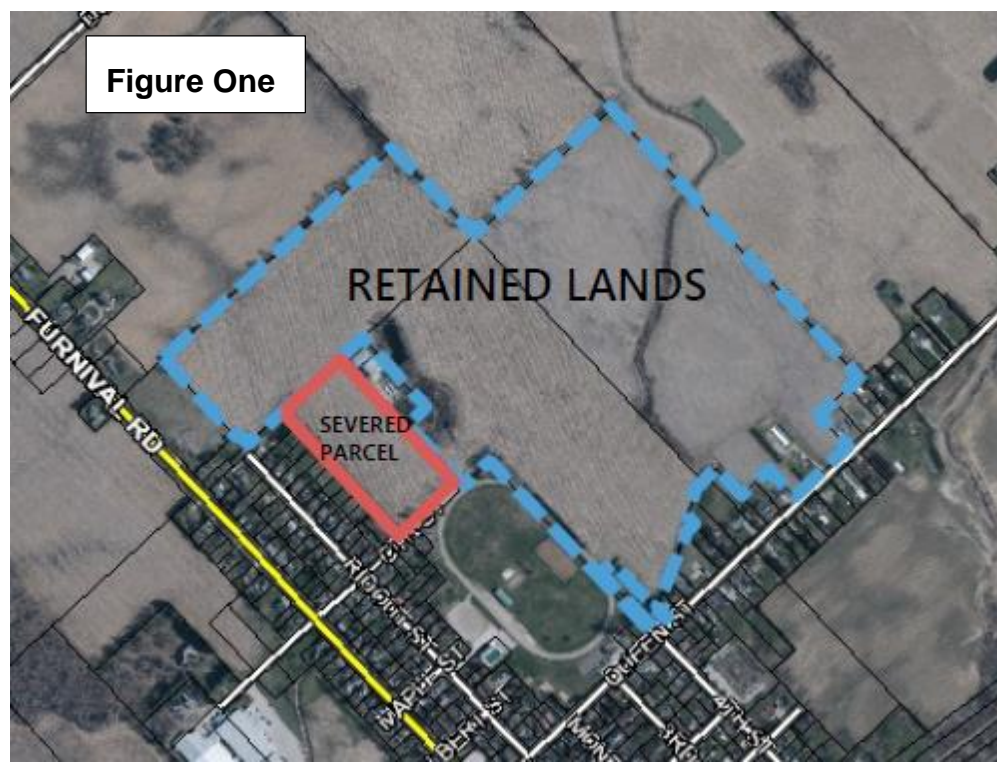
	Retained Parcel – Private Septic system
<b>Existing Land Area</b>	46.1 ha (114 ac)
<b>Buildings and/or Structures</b>	Severed Parcel – vacant Retained Parcel – Single detached dwelling and outbuildings

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

Application	Severed Parcel			Retained Lands		
	Frontage	Depth	Area	Frontage	Depth	Area
<b>E51-22</b>	122.59 m (402.2ft)	275.44 m (903.7 ft)	3.38 ha (8.34 ac)	121.27 m (397.86 ft)	Irregular	42.76 ha (105.6 ac)

The Public Hearing is scheduled for September 28, 2022, at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the existing parcel of the Ciparis Lands.



The severed and retained parcels for E65-22 are shown in a draft survey sketch, attached to this report as Appendix One for reference purposes.

### **Financial Implications:**

Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended from time to time. Typically, cash-in-lieu of parkland is required due to the creation of a

new lot in a settlement area however since the lands are being severed from the larger property for the purpose of future development the park land fees can be collected at that time.

### **Policies/Legislation:**

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

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

### **PPS:**

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

The proposal is consistent with the PPS.

### **CEOP:**

The subject lands are designated Tier I Settlement Areas and Agricultural Area on Schedule 'A' Land Use (Figure Two) in the CEOP. The proposed severed parcel and a portion of the retained lands are within the Tier I Settlement Area with the remaining retained lands within the Agricultural Area. Detailed land use designations are provided within the OP.

New lot creation policies of the CEOP contained under Section E1.2.3.1, have several criteria and can be achieved through an eventual plan of subdivision detailing all requirements.

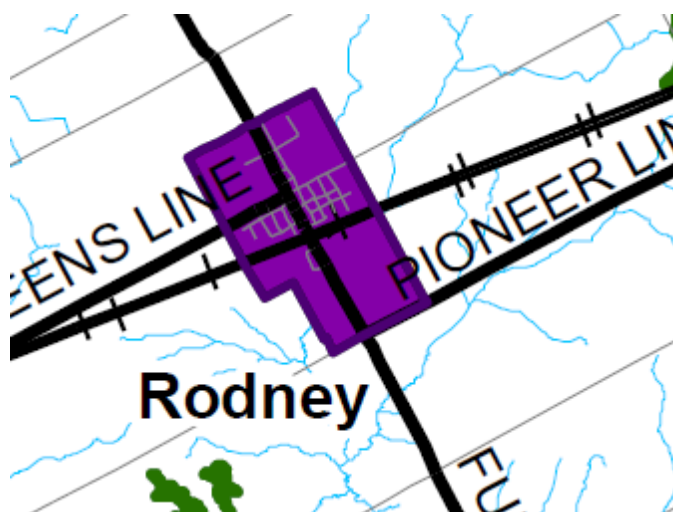


Figure Two

Therefore, this proposal will conform to the CEOP.

**OP:**

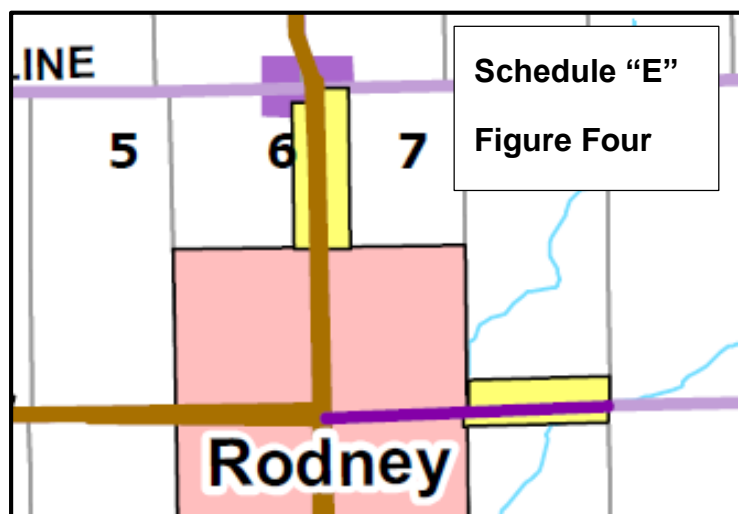
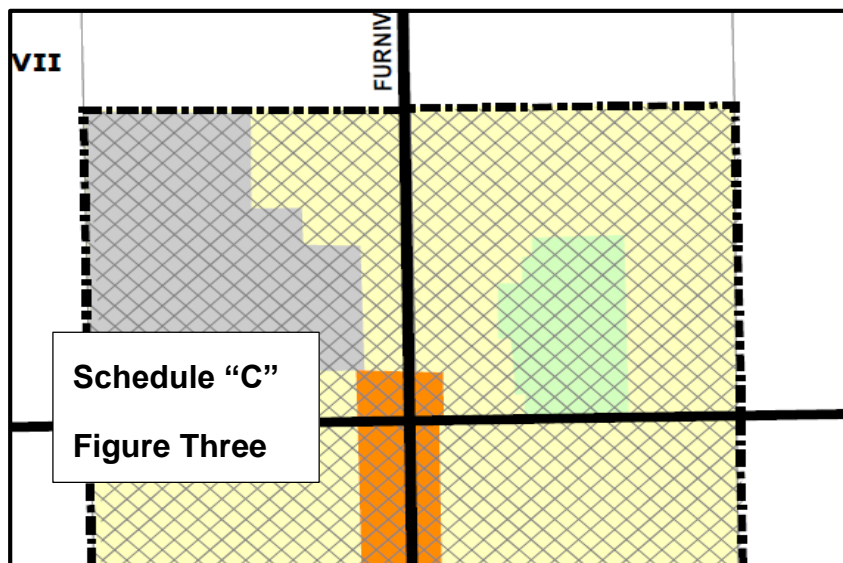
The proposed severed parcel is designated as Residential on the Village of Rodney Land Use and Transportation Plan Schedule 'C' of the OP, as shown on Figure Three, in yellow.

The proposed severed parcel is within the Urban Area, as shown on Rural Area Land Use & Transportation Plan Schedule 'E' of the OP, as shown in Figure Four, in pink. The retained lands are mostly within the Agricultural designation however there are some of the lands within the residential designation and within the settlement area boundary.

The Residential designation permits a variety of residential uses, with single detached dwellings being the predominant dwelling type.

Lot creation policies under Section 10.4.1 of the OP, allow for severance (consent) applications. The proposed severance application meets the policy of Section 10.4.1.

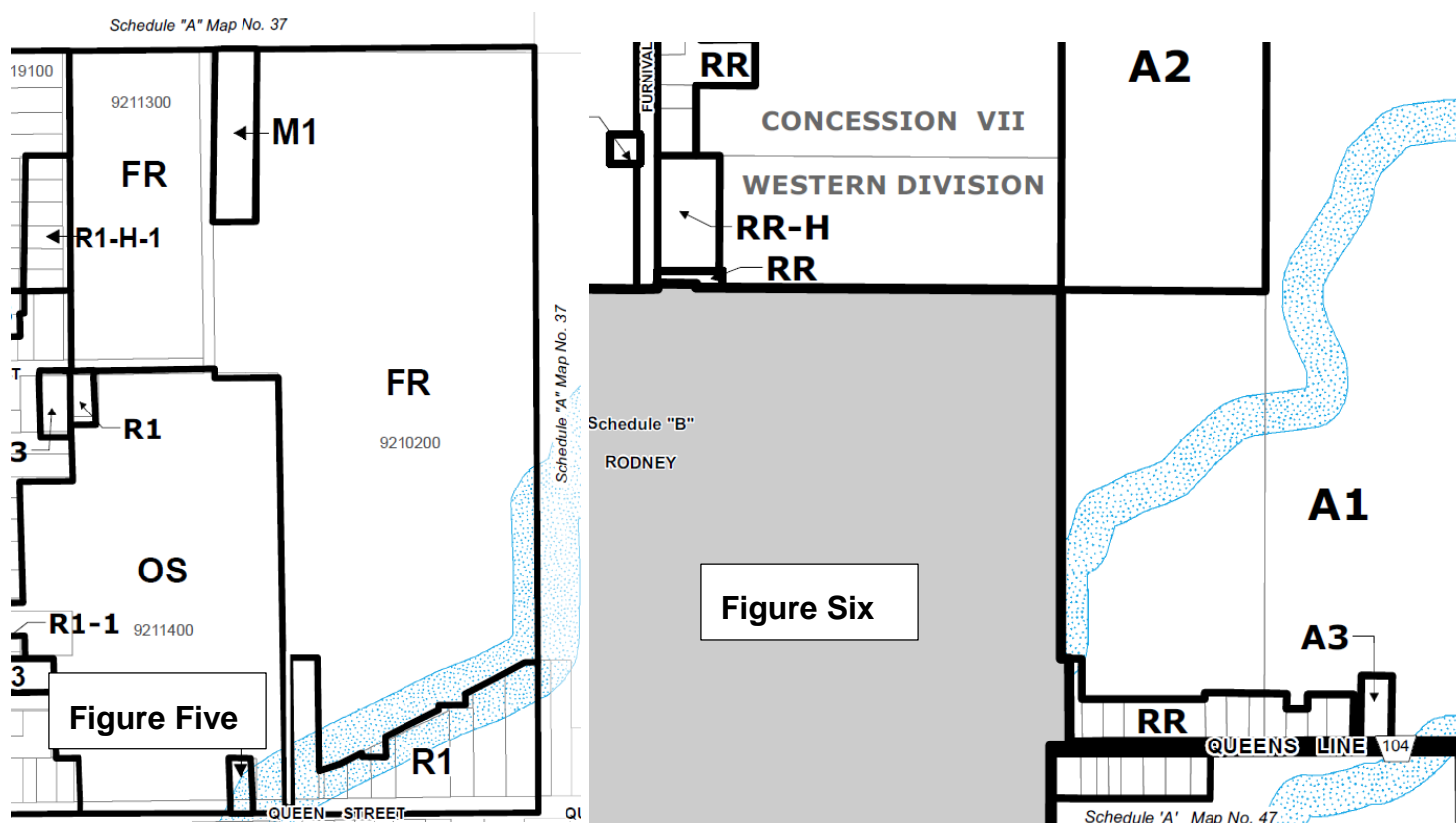
Therefore, this proposal conforms to the OP.



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

The proposed severed parcel is zoned Future Residential Zone (FR) on Schedule B, Map 2 (Figure Five) of the ZBL. The proposed retained parcel is zoned both Future Residential Zone (FR) on Schedule B, Map 2 and Agricultural Zone (A1) and Rural Residential (RR) on Schedule A, Map 37 (Figure Six) of the ZBL.

The FR Zone will only permit the continuation of the existing agricultural use, excluding any livestock. Once a development plan is prepared a zoning amendment would be necessary to permit eventual development of the lands for residential use. The severance doesn't impact any zoning requirements at present as there is no change in use or lands located in one of the three zones. Therefore, the proposal would comply with the ZBL.



### Interdepartmental Comments:

The severance application was circulated to municipal staff for comment. The only comment that was raised was to note that the severed parcel does contain a future road allowance which has not yet been conveyed to the Municipality. The road allowance abuts the rear of existing lots fronting on Ridout St. and will provide access to a number of existing lots which have not yet developed as they have not frontage. It is anticipated that the future road allowance will be conveyed as a requirement of any future development of the severed parcel.

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

**Summary:**

Therefore, it is Planning Staff's opinion that the proposed lot creation consent, is consistent with the PPS, conforms to the CEOP and conforms to the 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:

A handwritten signature in black ink, appearing to read 'Robert Brown', with a long horizontal line extending to the right.

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

**Report Approval Details**

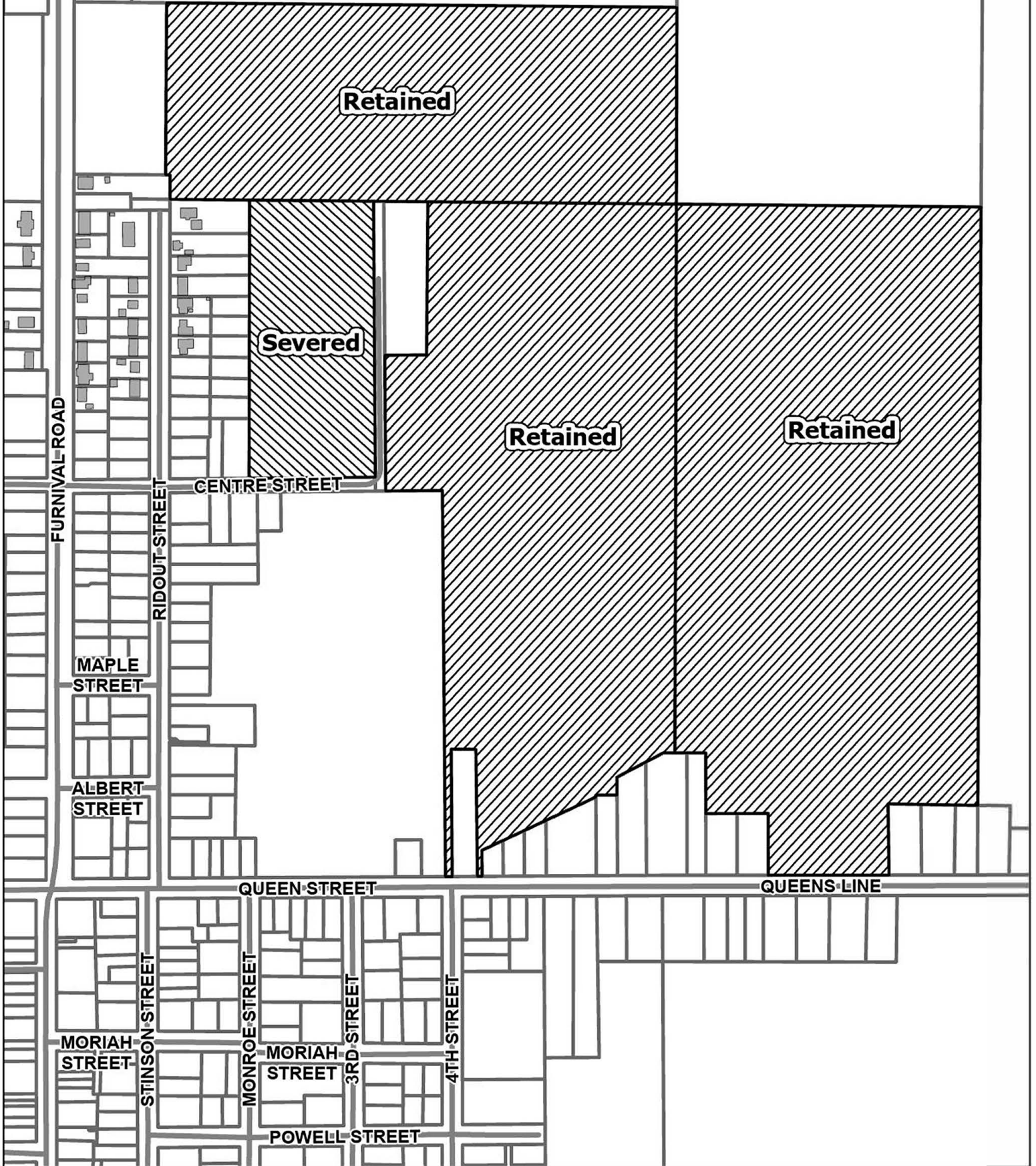
Document Title:	Severance Application E65-22 - Comments to Elgin County - 2022-35-Planning.docx
Attachments:	<ul style="list-style-type: none"><li>- Plannning Report 2022-35 Appendix One - Detail.pdf</li><li>- Planning Report 2022-35 Appendix Two - Comments to the County of Elgin.pdf</li></ul>
Final Approval Date:	Sep 7, 2022

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

Jana Nethercott



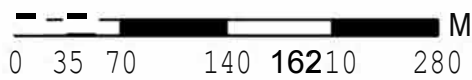
## Appendix One - Detail



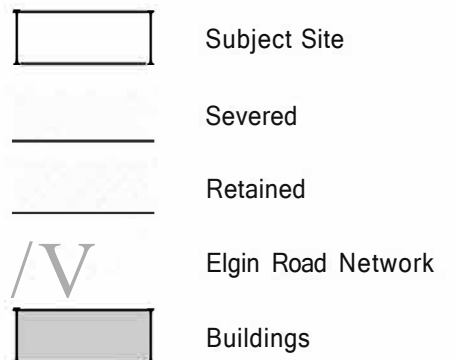
## Location Map

Subject Site: Con 7, Lot 20-21 Centre Street  
File Number: E 65-2022  
Owner: Donald Francis Ciparis  
Planner: Unknown  
CA: Lower Thames Valley Conservation Authority  
Created By: TE  
Date: 08/08/2022  
Municipality of West Elgin

The Corporation of the County Elgin  
Prepared By: Planning and Development



### Legend





**Planning Report 2022-35: Severance Report E65-22 –**  
**Comments to the County of Elgin**

**Appendix Two: Severance Application E65-22 Conditions**

Severance Application E65-22 Conditions:

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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.
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6. That prior the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.
7. 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:** Jeff McArthur, Fire Chief  
**Date:** 2022-09-22  
**Report:** 2022-13  
**Subject:** Elgin County Fire Communications System Study

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### **Recommendation:**

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

### **Purpose:**

To provide Council with a summary of the Elgin County Fire Communications System Study Final Report.

### **Background:**

KVA Communications Inc. was hired by the municipal Fire Departments of Elgin County; to review the existing radio paging and two-way communications systems shared among the Departments. This was for the Fire Chiefs to have an independent report on the system to determine any necessary upgrades and to plan accordingly for future capital expenses. KVA Communications Inc has completed several previous reviews for various fire departments.

The entire report has been included with this report. In summary, the system's overall capacity and functionality requires no action. Outside of a few maintenance related items, no immediate upgrades are needed.

The study acknowledges a complete system replacement would cost approximately \$1,000,000. The study recommends each department should budget at least \$30,000 per year, over and above their current expenditures, into system replacement reserves.

The Elgin County Chiefs support the study's recommendations.

### **Financial Implications:**

No immediate implications. Staff recommend budgeting the study recommended \$30,000 into reserves each year going forward, to be prepared to fund a future communications system replacement.



**Report Approval Details**

Document Title:	Elgin County Fire Communications System Study - 2022-13-Fire.docx
Attachments:	- KVA Elgin Fire Communications Final Report.pdf
Final Approval Date:	Sep 20, 2022

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

Jana Nethercott



# KVA

## THE FIRE DEPARTMENTS OF ELGIN COUNTY



# FIRE PAGING AND TWO-WAY RADIO COMMUNICATIONS SYSTEMS STUDY FINAL REPORT

**Prepared By:**

**KVA Communications Inc.**  
113 Gerald Ave.  
Orillia, Ontario L3V 3S4  
Telephone: (705) 259-1282  
E-mail: [kvacommunications@rogers.com](mailto:kvacommunications@rogers.com)

**Prepared For:**

**The Fire Departments of Aylmer, Bayham, Central Elgin,  
Dutton-Dunwich, Malahide, Southwold and West Elgin**

**KVA Project Number: 22-38937**

**Date:**

**August 31, 2022**

**Signed:**

**Al Forest, P. Eng.,  
President**

## EXECUTIVE SUMMARY

KVA Communications Inc. has been hired by the municipal Fire Departments of Elgin County to review the existing radio paging and two-way voice communications systems shared among the Departments.

The primary focus of this effort is to confirm that the current situation is consistent with norms established for Public Safety agencies with regard to the quality, stability and redundancy for radio communications. Furthermore, the Fire Departments are looking for guidance regarding short and long term actions to ensure that effective mission critical communications are maintained and enhanced for years to come.

Prior to KVA Communications taking on this assignment in Elgin County, we had certain pre-conceived notions of what to expect for rural Fire Department paging and voice radio communications – these, based on our experience over many years. To say the least, we were pleasantly surprised by what we found here. There are many very good elements about the system, but, it is not perfect.

### Shoreline Coverage

The biggest complaint regarding radio operations was the shadowing of OPS channel signals at the beach shorelines of Lake Erie, especially near the towns of Port Burwell, Port Bruce, Port Stanley and Port Glasgow. One possible solution might be strategically located and remotely controlled “fixed” VR units to relay radio calls automatically between a TAC channel and an OPS channel in those areas. Such devices would cost about \$15,000 each, assuming suitable locations; for example, utility poles could be secured at little or no extra cost.

### Future Plans

The Departments may wish consider other providers of dispatching and maintenance/repair services; however, they are cautioned to make “apples-to-apples” comparisons, especially with regard to the specific service levels.

In our view, over the next five-to-ten years, there will not be any new technology emerging to supplant the radio system that exists today. Also, now is not the time for system replacement – certainly not a wholesale or “forklift” replacement. The system and equipment has been reliable and should continue to be so.

However, the Departments should keep aware of any developing and troubling trends with the system and take action as needed. There would be not be any specific “upgrades” necessary.

If not already doing so, each Department should be putting aside funds in anticipation for the recommended future “replacement-in-kind” solution, which would cost in the neighbourhood of \$1,000,000. Therefore, each Department should budget at least \$30,000 per year, over and above their current expenditures, for their System Replacement Fund in order to reach that goal in five years and then plan the system replacement process. Hopefully no extraordinary outlay of funds would eat into these reserves.

## 1.0 INTRODUCTION

KVA Communications Inc. has been hired by the municipal Fire Departments of Elgin County; that is, those of the Town of Aylmer, the Municipality of Bayham, the Municipality of Central Elgin, the Municipality of Dutton-Dunwich, the Township of Malahide, the Township of Southwold and the Municipality of West Elgin, to review the existing radio paging and two-way communications systems shared among the Departments. The scope of the study was outlined in our proposal dated January 20, 2022.

The primary focus of this effort is to confirm that the current situation is consistent with the norms established for Public Safety agencies with regard to the quality, stability and redundancy for radio communications. Furthermore, the Fire Departments are looking for recommendations to guide them regarding near and long term actions to ensure that effective mission critical communications are maintained and enhanced for years to come.

### Background

KVA Communications was approached in early 2022 to consider undertaking this study. Given our background in the Land Mobile Radio Industry and a host of similar projects in the recent past including reviews for the Fire Departments of Perth County, Wellington County, York Region and Waterloo Region, not to mention Fire radio studies in the distant past for Middlesex County, Northumberland County, Victoria County and Lennox and Addington County, we gladly accepted the opportunity.

### Objectives

The specific objectives of the study are:

- to review the existing Operations and Paging radio systems utilized by the municipal Fire Departments across the County,
- to ascertain the requirements for mission critical voice radio communications based on our experience and as expressed by operational personnel,
- to provide an assessment of the effectiveness of the current equipment and systems, including their strong and weak points,
- to identify any technical or other issues which require immediate remedial action,
- to provide a set of alternatives and recommendations as a road map to guide the member departments on upgrade and/or replacement strategies,
- to prepare a report which summarizes the findings of our study.

### Sources of Information

The sources of information for this report include the following:

- a project “kick-off” meeting with the Fire Chief at their regular monthly meeting in Aylmer to discuss the scope of the study and other details,
- a meeting at the primary service provider, BearCom Canada (formerly Spectrum Communications), with their account and technical personnel, to determine the system operational and technical details,
- a meeting and site visit with each of the six Fire Chiefs,
- a site visit and discussions with the Tillsonburg Fire Chief and representatives from Five 9 Solutions, their service provider, regarding dispatch operations,
- site visits to three representative base radio sites – master and slaves – to view typical installations,
- review of relevant documentation, including the Industry, Science and Economic Development (ISED) Canada [formerly Industry Canada] Technical and Administrative (Radio) Frequency List (TAFL) website for radio licence technical information,
- radio equipment vendor specifications sheets, as obtained on-line,
- municipal and township websites for background information for each Fire Department.

## 2.0 REVIEW OF THE EXISTING SYSTEM

### 2.1 Overview

The fire protection services throughout Elgin County are handled by the seven municipal Fire Departments, one for each of the seven municipalities within the County (not St. Thomas) with a total of fourteen Fire Stations serving a total population of over 51,000. In 2021, there were a total of 1737 call for service among the departments and this represented 30% of the total calls handled by the Tillsonburg Fire Dispatch Centre, which provides primary dispatching services for all departments. Six Fire Chiefs lead the Fire Departments with one Chief covering Southwold and West Elgin.

There are various agreements in place for mutual aid support to Fire Departments and areas outside of the County, including in Norfolk County, Oxford County, Middlesex County and Chatham-Kent. Our study concentrates on the seven departments within Elgin County and on the radio infrastructure owned and operated by the Fire Departments.

### 2.2 Fire Department Operations and Equipment

Nine-One-One calls from areas serviced by the Fire Stations within Elgin County are initially answered by the Public Safety Answering Point (PSAP), Northern 9-1-1 in Sudbury and then routed, as necessary, to the Tillsonburg Fire Dispatch Centre, located at 80 Concession Street East, where the calls are answered by one of the Fire Dispatchers on duty.

ANI/ALI information pertaining to the calls is also provided to the Dispatcher and the Computer Aided Dispatch (CAD) system which provides the specific instructions, called the **Run Sheet**, for that particular Department/Station. These Run Sheets have been developed, refined and updated by each user organization themselves, in conjunction with the Tillsonburg Fire Department. Among other elements displayed, there is an electronic map of the incident location provided for the Dispatcher. For ease of identification and accuracy, these maps are colour coded and scalable.

It should be noted that the seven Fire Departments have adopted common Standard Operating Guidelines in order to provide appropriate responses to emergency incidents and to ensure effective communications among Fire Fighters, between Departments and with Fire Dispatch.

Using the Run Sheet information provided, the Dispatcher would alert the volunteer Fire Fighters from the designated Fire Station by activating the appropriate console module. This action would cause a specific two-tone audio signal to be broadcast from the VHF simulcast paging system, whose transmitters are located at seven strategically located sites around the County (not including the Oneida Water Tower). The Dispatcher would then broadcast the details of the call by voice. This sequence is repeated approximately one minute after the initial page with tones and voice being broadcast a second time throughout the County.

All of the radio pagers worn by volunteer Fire Fighters that are within range of the broadcast would receive the signals, but only the pagers of the designated Fire Station personnel would respond and enable their unit's speaker to allow the Dispatcher's voice message to be heard.

There are typically about 20 volunteer Fire Fighters per Fire Station and each would be provided with a radio pager –the majority of units are understood to be Motorola Minitor V and VI, although other models including some Swissphone and Unication pagers are used. The primary requirement is for a rugged and reliable unit, operating at the paging frequency of 151.970 MHz.

In addition to the VHF paging channel, there is a mechanism in place to convey alerts to volunteers' "smartphones" via the Internet and cellular telephone using the "SINIRJI", "IamResponding", or "Who's Responding" applications. These also provide data to some of the Fire Halls where the information is displayed on large TV screens.



Anecdotal information indicates that sometimes these alerts are received prior to the actual VHF paging signal.

In virtually every case, the volunteers would respond to their Fire Station and typically, the first one to arrive would call back to the Fire Dispatcher in Tillsonburg to acknowledge details of the call for service. This return call would be made on the Elgin OPS 1 channel via the Fire Hall base radio unit. The local Fire Chief may also respond on his mobile or portable radio. Once the Dispatcher receives the call from the responding unit, they will repeat this message on the paging channel, so that volunteers still enroute would be aware of the unfolding events.

All radio communications for the enroute units and personnel would continue via Elgin OPS 1 until their arrival at the incident location and the Incident Command is established. Once that happens, the Dispatcher would assign one of the three Elgin TAC channels for fireground operations. All Fire Fighters arriving to the scene would be advised of the Elgin TAC channel which would be used for that incident.

The on-scene Fire crew would continue their operations on their assigned Elgin TAC channel with all voice radio traffic being recorded in Tillsonburg. A second Elgin TAC channel may be requested for the same incident to alleviate excess radio comms on the primary channel for activities such as water supply and equipment staging. In some cases, depending on the distances or terrain involved, these secondary communications may be conducted on the Elgin OPS 2 channel.

The Incident Commander may be instructed to, or they may initiate a request to, switch to the Elgin OPS 2 channel. The main purpose of this switch would be to make Elgin OPS 1 clear, should another incident arise during the original call. The Incident Commander would monitor both the Elgin OPS 1 (or 2) and the assigned Elgin TAC channel with his portable and truck radios (some of these are equipped with a Bluetooth or Wi-Fi wireless remote microphone) or with two portable radios.

Like the paging channel, Elgin OPS 1 and 2 are VHF simulcast from eight sites (now including the Oneida Water Tower); however, they utilize repeater channels, so they are two-way, with separate transmit and receive frequencies. The Elgin TAC 1, 2, 3 channels are direct or simplex; that is, they use the same VHF frequency for both transmit and receive modes of operation.

Unlike the OPS channels, which provide wide-area coverage, the TAC channels are local, primarily because of the use of portable radios; however, since there are base receivers located at all eight repeater sites, these local transmissions are by and large extended back to the Tillsonburg Comm Centre where they are recorded for future reference, as necessary.

Regarding interoperability with outside agencies, the Fire Departments have some alternatives. Within Elgin County, the first eight channels for all radios are programmed identically, so that communications may proceed easily. Outside of the County, depending on the location, the Departments may interoperate with units from Norfolk County, Oxford County, Tillsonburg, Middlesex County, St. Thomas, Chatham-Kent and the Oneida First Nation. All of these utilize VHF, so the channels may be programmed, assuming sufficient space is available in the specific radio units. The Ontario Fire Marshal (OFM) channel may also be used for direct interoperability among radios from different Fire Departments. As a last resort, a more practical solution may be to swap portable radios for the duration of the specific Mutual Aid activities.

All radios in Elgin County have a VHF Canadian Coast Guard frequency programmed for water rescue operations, as needed. For other outside agencies, for example, Police and Public Works, initial contact would be facilitated through Dispatch and on-scene communications would be done face-to-face.

Each Fire Department has a similar complement of radio equipment which include a Fire Hall base complete with a paging encoder, Fire Truck mobile radios, with the Incident Command vehicle sometimes having two radios, portable radios and pagers for the volunteer Fire Fighters. The majority of radio units are from Motorola, although it is understood that some Kenwood radios are in use. Pagers are manufactured by Motorola, Swissphone and Unication and some portable radios are equipped with a voice annunciator function, so that the user does not need to see the front panel in order to confirm which channel is being selected.

The user radio equipment repairs are done by BearCom Canada or Five 9 Solutions on an “as required” basis.

For privacy and to keep the County radio channels clear for mission critical communications, it is understood that administrative and other non-emergency calls would be conveyed by cell phones.

### 2.3 Radio Infrastructure

Refer to Appendix A, Block Diagrams, for a schematic representation of the paging and operations radio communications infrastructure. The radio infrastructure is located at ten (eleven, if you count the Tillsonburg Comm Centre) sites strategically situated around Elgin County and a bit beyond. These sites are as follows:

- the tower on John Wise Line at Imperial Road (master site)
- Straffordville: at the FS Partners Feed Mill, Jackson Line & Plank Road
- the Belmont Water Tower
- the Ford Water Tower
- the Oneida Water Tower
- the Port Stanley Water Tower (back up master site)
- the Wallacetown Water Tower
- the Rodney Water Tower
- the AGRIS Co-operative Feed Mill in Dutton
- the town reservoir site in Tillsonburg

Among other reasons, these sites have been selected due to the heights of their existing structures – ranging from 120’ to 220’ above ground level – allowing the primary VHF broadband antennas to be placed at the top for maximum coverage.

We first consider the John Wise Line site, which is designated the “Master” for the paging and OPS transmitter systems. The remaining infrastructure sites utilize similar equipment, with the Port Stanley site designated as the back up Master. Should any failure at the John Wise site cause its functioning to stop, the control system automatically switches over to Port Stanley until the failure(s) are rectified.

The **VHF ANTENNA MULTICOUPLER**, designed and built by Sinclair Technologies, is used to combine the various transmit and receive frequencies at the site onto a single wideband Sinclair **SD214** (four bay dipole) **ANTENNA**. The multicoupler consists of a number of tuned cavities (aluminum “cans”) which are specifically and precisely set up to pass certain frequencies and to block others. It allows for the simultaneous transmission and reception of VHF radio signals (full duplex) at the site.

At some sites, there are **SD212** (two bay dipole) antennas and there are other, non-Fire Department base radios connected to the same antenna. It is assumed the any actual or potential interference conditions were rectified during the original installation in 2014.

The frequencies used are:

CHANNEL	BASE TRANSMIT	BASE RECEIVE
PAGING	151.970 MHz	---
OPS 1/2 Transmitter	164.910 MHz	---
OPS 1/2 Receiver	---	168.555 MHz
TAC 1	---	171.420 MHz
TAC 2	---	165.555 MHz
TAC 3	---	163.830 MHz

The entire radio system operates as an IP (Internet Protocol) data network, with virtually all active elements having an IP address. Although the Paging channel and the three TAC channels end up being in analog mode, these are converted to digital streams, so that along with the two OPS channel signals, all voice information is being processed as data.

The OPS channels operate in digital mode per the DMR Tier 2 Standard in what is known as two slot TDMA (Time Division Multiple Access). The radio channel which is 12½ KHz wide is divided into time slots, with slots 1, 3, 5, 7, ... assigned to OPS 1 and slots 2, 4, 6, 8, ... assigned to OPS 2. The analog voice audio from the Dispatcher's microphone is converted into a stream of data packets by means of a device called a Vocoder and transmitted over the air. The receiver reconstitutes these packets back into analog mode as heard in the radio speaker. To ensure correct receipt, the data stream contains redundant bits to help overcome the inevitable fades in signal that occur at VHF. At the limits of coverage, there are too many data errors to be corrected and the audio falls apart.

All of the VHF base radio equipment is manufactured by Radio Activity SRL from Milan, Italy.

The **ROUTER**, made by MicroTik of Markham, is used to distribute the various data packets to/from the respective radios over the **4.9 GHz ANTENNAS / MICROWAVE** system, manufactured by Ubiquiti Networks of New York, for pick up from, and delivery to, the Tillsonburg consoles. Unlike in the past, microwave antennas and RF units are now supplied as integrated pairs, with power and data being the only connections to the equipment in the shelter below.

To facilitate wide area coverage, the OPS channels take the audio received at one or more sites and distributes it to all sites for re-broadcast. The mechanism for this includes the use of receiver voting – now primarily achieved the use of software rather than a physical piece of equipment. This voting process analyzes the quality of signals conveyed from each remote site and selects the best quality for re-transmission. The TAC signals received at each site are also analyzed so that the best is chosen to be recorded at Tillsonburg. The direct connection from the consoles ensures that Dispatcher priority is normally in effect; that is, the Dispatcher may pre-empt a call in progress between field radios, should the need arise.

Being simulcast systems, the paging and OPS transmissions must be carefully controlled to make sure that mutual interference between sites does not occur. (You may be aware of what happens when two radios are keyed up on the same channel at the same time – generally speaking, both transmissions are garbled, due to heterodyning.) To ensure successful simulcasting, the transmit frequencies, modulation levels and “launch” times at each site must be precisely established and controlled.

Now-a-days, the most practical way to control base transmit and receive frequencies sufficiently precisely is by means of **GPS RECEIVERS**. A “normal” base FM transmitter, such as ones used

for non-simulcast VHF systems, must maintain an accuracy and frequency stability to within about one part per million ( $\pm 1$  ppm). A simulcast transmitter requires stability to about one part per billion ( $\pm 1$  ppb). This is orders of magnitude more stringent and requires the use of an external frequency source. The GPS system of global satellites generates extremely precise time signals which provides the needed accuracy.

To make sure the connections to/from each site are controlled, stable and interference free, microwave links in the 4.9 GHz band reserved for Public Safety have been established. High gain, directional dish antennas, aimed at the remote sites, focus the radio waves to ensure reliable connections, not prone to fading due to weather or other environmental factors. Since the distance between the Rodney Water Tower and the Oneida Water Tower is too great to allow a dependable link, an intermediary “hop” site was established in Dutton.

As shown in Figure 5, the microwave system is configured as a RING (actually two rings). This arrangement increases significantly the overall reliability of signal distribution. Should a single link be lost due to equipment failure or an atmospheric fade, the flow of data would automatically reverse and the system would return to complete functionality. Within this set up, there is only one single point of failure and that is the link between the Tillsonburg reservoir site and the Comm Centre; however, it is understood that there are currently plans to expand this connection into a ring between the reservoir, Comm Centre and the backup Comm Centre facility.

All of the radio and control equipment at each site operates from a **UPS** (Uninterruptable Power Supply) unit, made by Alpha Technologies of Burnaby, BC, which is powered by eight (8) batteries, each with a capacity of 100 Amp Hours. While it is unclear exactly how long this power system could maintain operations should the primary AC power fail, it would certainly be well in excess of 8 hours, the norm for most Public Safety radio systems.

All site equipment and cabinets are connected to ground and each antenna cable has a grounded Polyphaser protection device to minimize damage from lightning strikes to the tower.

BearCom has set up its monitoring system for remote access to status and “health” data for each site and all of the radio units (but not the paging power amplifiers used at some sites). This provides alarm information to their service personnel should performance parameters fall below prescribed thresholds, allowing quick deployment for repairs. The remote monitoring system includes alarms for loss of primary AC power and in some cases, high and low temperature alarms should the controls at the site fail to regulate the ambient environment.

## **2.4 Communications Centre Equipment**

The primary access points to the paging and radio systems in Elgin County are two Avtec IP Consoles located at the Tillsonburg Comm Centre. (It is understood that there is an expansion program in place with a plan to have four active consoles. To date, this expansion may have already been completed.) The path for the radio signals is via the Tillsonburg Reservoir site and through a number of router, gateway, and server units for the OPS and Tac channels. The Paging gateway unit is located at the Reservoir. The gateways are manufactured by Avtec and Radio Activity.

During active calls, the dispatcher monitors both Elgin OPS channels which are recorded using the centre’s Komutel logging recorder. The TAC channel audio is received and recorded for future reference; however, it is not readily available to the dispatchers in real time and therefore not typically monitored. The OPS channels are the primary means for the Incident Commander to call for additional support.

When the Dispatcher activates the paging function, to ensure that the correct tone code was actually broadcast on the system, there is an annunciator panel available which by a series of lights provides a positive visual confirmation. (This panel is critical when Tillsonburg is alerting a remote Department such as Fort Erie.)

As a backup mechanism, should the primary links fail, the Dispatcher has a base radio at their disposal on the Elgin OPS channels to access the system directly.

Furthermore, if the Comm Centre itself were to be evacuated, the Dispatchers would move to the Tillsonburg Customer Service Centre (CSC) which is in a geographically separate location. At the CSC, there is an identical Avtec Console which is connected by means of a fibre optic cable and it can be configured to have the same “look and feel” of the primary consoles. Also, if there is need for additional dispatching resources during a surge in activity, this console may be utilized. The CSC location is also equipped with a base radio unit and access to the paging gateway at the Reservoir.

### **3.0 ASSESSMENT**

#### **3.1 Effective Radio Communications**

Effective two-way voice radio communications are a necessary part of the “mission critical” operational requirements for municipal Fire Fighters when dealing with the routine and emergent situations which they can face on any given day. In order to be effective, all six of the following basic requirements must be satisfied.

**The two-way voice radio communications system must:**

- i) have adequate coverage,**
- ii) have sufficient capacity,**
- iii) provide the required functionality,**
- iv) deliver reliable operation,**
- vi) be compliant with Industry (ISED) Canada regulations, and,**
- v) be cost effective.**

Coverage is the unique requirement for radio systems; without coverage, there is no radio system. To be effective, radio coverage must encompass, in a reliable manner, the areas and modes of operation which municipal personnel utilize on a daily basis.

Excellent radio coverage throughout the required areas would be useless, if the radio communications were to be disrupted and Fire Fighters could not gain access to their co-workers, supervisors or dispatchers within a reasonable length of time, especially during critical life and death situations that can occur during fire suppression activities.

The radio system must satisfy the functional and operational requirements of the end users, including the need for interoperability among user groups, as and when needed.

Operational reliability is a critical aspect to overall radio system effectiveness. Down time must be minimized and a robust system configuration is required with adequate redundancy of equipment and components throughout the radio infrastructure. Back up power is needed at all radio and control sites to ensure continued operation without the main AC power feed.

Any failures causing a *complete* system shut down would be unacceptable. Work around equipment, plans and procedures must be set up to ensure that radio communications continue at all times with perhaps reduced performance levels. Users should be fully trained and comfortable with back up procedures and to understand the limitations of all failure-mode operations.

An effective maintenance and repair program should be in place to ensure that the inevitable equipment failures are rectified quickly. The remote monitoring of equipment status, in order to

ensure timely equipment repair, is an important aspect of system reliability. There should be plans in place to periodically update and/or replace obsolete equipment and sub-systems.

The radio systems must comply with all ISED Canada technical regulations including the Redeployment Plan for Land Mobile Radio equipment operating within the frequency range of 100 - 500 MHz. Furthermore, if there were to be a need for additional radio channels, user agencies should be aware of the justification process utilized by Industry Canada.

The radio systems and ancillaries should be cost effective for the respective agencies to own and operate.

### 3.2 Analysis of the Current Systems

How well does the radio system currently in place satisfy the operational needs of the municipal Fire Departments in Elgin County ?

#### Coverage

Refer to Appendix B for a set of coverage maps generated using the available technical information for the eight base paging/repeater sites. There is a plot for each site individually and three with (i) all sites together, (ii) all sites except Oneida representing paging coverage, and (iii) all sites except the Ford Water Tower, representing coverage for the TAC 1 channel.

Paging is, of course, one-way from the base transmitter to the pagers and the TAC channel is also one-way from the user equipment back to the base receivers. The OPS channels are two-way, the so-called “talkout” and “talkback” paths. In our analysis, based on the various technical parameters understood to be in place – things such as transmitter RF power output, cable and multicoupler losses, antenna heights, etc. – the coverage is approximately the same for talkout to portable radios and pagers and for talkback. Hence, only one coverage plot is shown.

These coverage predictions are based on the expected coverage for portable radios at chest level as used by Fire Fighters outdoors at an incident. The parameters include an expectation of Circuit Merit (CM) or Delivered Audio Quality (DAQ) for digital calls of at least 3.4 (on a scale of 1 to 5) and the zones in red show the extent of an Area Reliability figure of 95%. This means that in those areas, of 100 points taken at random, at least 95 would be expected to have good coverage.

Acceptable coverage for portable radios may extend beyond the red zones; however, the reliability level would fall below 95%. **Note:** There are no specific “standards” established for Public Safety agencies in Canada with regard to radio coverage. One hundred percent area reliability is not achievable in practical terms.

However, within the Land Mobile Radio Industry, there is a document, TSB-88, published by Telecommunications Industry Association (TIA), which sets out the methods to predict and test for radio coverage over wide areas. This may be considered by some to be the “de facto” standard. In our view, this document presents many useful ideas; however, it is largely a product of the major suppliers in the sector and thus masks their vested interests. It is interesting to note, that TSB-88 originally recommended an area reliability figure of 95% for Public Safety agencies. Subsequent revisions increased this to 97%, but the latest version reduced the level back to 95%.

From Figure 14, there appears to be a coverage hole in the middle of Southwold. This is likely not the case, due to a phenomenon that is termed “Voter Advantage” for base receivers (and its equivalent for simulcast transmitters) in areas of overlap from two or more sites. The rationale goes like this: In an area with 77% coverage reliability from two sites, of 100 points chosen at

random, 77 would be covered by site a and 23 would not be covered. Of those 23 points, 18 would be covered by site b and there would be only 5 points without coverage. Hence, a 95% area coverage is achieved. With three or four sites providing some amount of the coverage, the required reliability from each is far less. Fifty percent coverage from each of four sites should provide more than 97% area reliability.

After the recent failures of base receiver units due water damage which necessitated a re-jigging of the TAC receivers, it was decided to eliminate the TAC 1 unit from the Ford Water Tower. While it would have been far better to install a spare unit, the choice made is probably having the least impact on day-to-day operations, as that tower has four sites surrounding it. With voter advantage coming into play in that blank area, reliable coverage is likely quite good. Refer to Figure 16.

However, this voter/simulcast advantage does not improve reliability in areas where only one site provides coverage.

It can be seen from the coverage maps, that highly reliable coverage to and from portable radios and to pagers is not achieved throughout the County. As indicated by the Fire Chiefs, the main areas where portable coverage is deficient is along the shoreline of Lake Erie in beach areas, in the north-west area of West Elgin and northern parts of Malahide and Bayham – near Avon, Springfield and along Highway 3 going to Tillsonburg. This is consistent with the predicted coverage shown in Figure 14.

Since a paging transmitter is not installed at the Oneida Water Tower, the expected reliable coverage is shown in Figure 15. It is not certain why there were no complaints of poor paging coverage in the upper end of Southwold; however, it may be that the three surrounding sites, Wallacetown, Port Stanley and Ford, compensate for the deficiency. It is understood that there is a high power RF amplifier used at the Ford site, which may partially explain the extra coverage.

Also perhaps, in this area is where volunteers have the Internet app on their smartphones and they may be getting their alerts before their pagers go off.

### **Capacity**

With the current complement of two operational channels and three tactical channels, there seems to be more than ample capacity in the radio system to handle day-to-day operations, which on average, would be less than a few calls per week for the typical Fire Station. No Fire Chief complained of a lack of system capacity.

The primary issue is how does the system handle a surge of calls, during for example, wide-area storm situations ? Calls may be divided among the two OPS and three TAC channels and if the incident locations are sufficiently separated geographically, one TAC channel may be able to be shared without mutual interference. The Dispatchers would control channel access and inform Incident Commanders of such sharing arrangements.

### **Functionality**

The paging and radio communications infrastructure provides for the alerting/dispatching of volunteer Fire Fighters throughout the County and mission critical voice communications for tactical on-scene operations. As indicated by the Fire Chiefs, no other functionality is required, although there may be a need to program additional channels in a few cases to allow for improved interoperability outside of the County.

Furthermore the radio infrastructure, with the three TAC receivers distributed around the County, provides the means to record at the Tillsonburg Comm Centre virtually all of the incident radio comms conveyed on these simplex frequencies.

In addition to all of the console and ancillary support equipment at Tillsonburg, the Dispatchers have a paging annunciator panel which provides a positive acknowledgement that an alert has actually been broadcast correctly. This provides assurance that some catastrophic equipment failure hasn't occurred to prevent the signals from being transmitted.

### **Reliability**

The paging and voice radio communications systems are well designed with inherent reliability. The multiple site configuration ensures that, generally speaking, single point equipment failures would not cause a complete shutdown. For example, if a single radio unit fails, the ones at the other sites would still be available as normal.

If an entire site is lost, then the other seven (or six for paging) sites would still provide communications, albeit with somewhat reduced coverage for portables – depending on which site failed. Mobile coverage should still be more than adequate.

If the Master site (at the John Wise Line tower) were to fail, the Port Stanley Water Tower site would automatically be designated the new Master, and operations would continue.

Because of the microwave linking ring configuration, a single link failure should not disrupt communications.

All radio units at each site are powered from a UPS complete with eight 100 Amp-Hour battery units and primary site AC power is monitored remotely. The John Wise Line site shelter seems to have an exterior connection for a transportable generator for extended periods of no primary power. It is assumed that the other sites could be powered in a similar manner, if necessary.

Other specific equipment failures would have varying degrees of impact on the systems. Hence it is important that the remote monitoring system in place at BearCom is available to alert and dispatch their technicians immediately upon a failure, so they may expedite repairs and bring the system back to full functionality. It is understood that at some sites, the paging power amplifier units are not monitored, so it is critical for users to report on any paging anomalies they experience. On the other hand, due to the simulcast configuration, a failure of one of these power amplifiers may not be immediately obvious to the volunteers.

Another key element affecting the overall availability of a Public Safety radio network are its backup units. There must be several levels of backup. For example, if a console fails, there are at least two (and soon more) identical consoles which can take over. If **all** consoles were to fail, there are access base radios available to the Dispatcher to maintain communications. If there were to be major outages affecting several base radio sites, each Fire Hall is equipped with a base radio complete with a paging encoder to allow continued contact with deployed Fire Fighters and the Comm Centre.

While we did not visit all of the base radio infrastructure locations, we did view three representative sites – the Belmont Water Tower, the Ford Water Tower and the John Wise Line Tower. It is understood that the Ford Tower may be slated for removal and so a substitute site would need to be developed, in that eventuality. The John Wise Line site seems to be rather old (a former cable TV site ?) with a dated, but functional equipment shelter.



## **Industry (ISED) Canada Compliance**

The equipment conforms to all technical requirements mandated by Industry Canada, except that the analog channels operate in 12½ KHz mode, which makes them technically “non-standard” as of January 1, 2010, to Phase 2 of the Redeployment Plan (RDP 100-500 MHz). Unless and until the federal government formally requires a move to narrow-band (6¼ KHz) operation (with a minimum of two years’ notice) the Fire Department need not make changes. In light of the current spectrum situation in the VHF band, this is highly unlikely.

## **Cost Effectiveness**

It is understood that the system and equipment is cost-effective for the municipal Fire Departments to operate, although there were concerns raised about the relative high cost of dispatching services and the increasing costs of radio equipment repair.

## **3.2 Conclusions**

Prior to KVA Communications taking on this assignment in Elgin County, we had certain pre-conceived notions of what to expect for rural Fire Department paging and voice radio communications – these, based on our experience over many years. To say the least, we were pleasantly surprised by what we found here.

Like many things, a well-designed and functional radio system should be transparent to the end users. They can “take it for granted” and thus Fire Fighters can focus on the critical tasks at hand and not have to worry about the technical details of the radio system.

There are many very good elements about the system, but, it is not perfect – no system ever is.

The fact that all of the Fire Departments have developed and agreed upon a common set of radio operating procedures is a good thing and it certainly helps to utilize the radio system efficiently.

Having Tillsonburg Comm Centre provide professional Dispatcher support throughout the entire call and then providing an Incident Report in a timely manner, with time stamped markers for all significant elements, also helps on-scene personnel to focus on their required tasks. Various systems, such as the Paging Annunciator panel, assist Dispatchers in their efforts to expedite the call processes. Furthermore, with additional resources and backup systems readily available, the Comm Centre can handle surges in call volumes and potential equipment failures.

Many other rural Fire Departments struggle to solve the problem of how to record on-scene radio communications when operating via direct, simplex channels; that is, off the network. Some try less effective methods such as mobile recording units in a Fire truck or in their local Fire Hall. However, the idea of providing TAC receivers at every base site is an elegant solution and often not implemented due to cost factors. Yet you have it here.

It is understood that the radio system has been very reliable over the past eight or so years, with recent outages caused externally by water damage, rather than by internal equipment or component failures. Having 24/7 monitoring of equipment and site “health” means that the inevitable failures can be dealt with quickly. The on-going Preventative Maintenance program is key to keeping the system fully functional.

If anyone needed further evidence that relying on an Internet provided application for mission-critical / emergency communications is not a good thing, then the nation-wide outage of Rogers on Friday July 8, 2022 is ample proof. Having a completely independent paging and voice radio

communications system is essential. The “smartphone” applications which can enhance the alerting process have their place, but they are not, repeat not, a substitute.

There may be an interesting dilemma shaping up in the telecommunications Industry in Canada as Public Safety users look to adopt broadband network operations, as is being done in the US. There the “FirstNet” system is being implemented by AT&T on its commercial LTE network with priority and pre-emption features for First Responders who operate on the network. In Canada, it would likely be one of the large, nation-wide carriers who would be the only entity capable of implementing such a network. There would have to be “iron-clad” guarantees that wide-area outages simply never occur. Thankfully, for rural Fire Departments use of such broadband networks for anything but secondary communications, is likely only in the distant future.

## **4.0 ALTERNATIVES**

This section of the report provides some details as to what the municipal Fire Departments could do to improve areas of deficiency in the radio system. It should be noted that there were no issues found which necessitate immediate remedial action.

### **Coverage**

#### **Shorelines**

The biggest complaint regarding radio coverage was the shadowing of OPS channel signals at the beach shorelines of Lake Erie, especially near the towns of Port Burwell, Port Bruce, Port Stanley and Port Glasgow.

One possible solution would be to implement a true vehicular repeater in at least one vehicle per station in areas where these deficiencies are experienced. Unlike the current microphone extenders, these VR units would receive the TAC channel and re-broadcast it on one of the OPS channels (and vice versa). The problem is that users have indicated that this VR unit would need to be parked at the top of the bluffs in order to have coverage to the OPS channel. This would be a similar situation as to what is done currently in order to maintain communications with Dispatch: a vehicle and operator are left on top to relay messages. It seems a VR unit would not be practically different as the vehicle would still require a Fire Fighter to remain with it.

Alternatively, if a “fixed” VR unit were to be strategically located on the top of the bluff and have the capability to be remotely activated and disabled (say, by using DTMF tones generated by a portable radio), then once a team finds itself without OPS coverage, that unit would be enabled to automatically relay messages. It would not be necessary to implement a tall tower for the antenna, since vehicular mounted antennas are sufficient given the right location. It is estimated that such a device would cost between \$10,000 to \$15,000, assuming suitable locations (one for each beach area) could be secured at little or no expense – for example, on a local utility pole.

#### **Other Areas**

There are several other areas in the County where spotty coverage was reported. If these are areas where coverage for mobile radios is also poor, then there would be little recourse than to add new base repeater sites – one in the east and one in the west. At some \$100,000 per site, this approach would not seem to be cost effective.

On the other hand, if these are areas where wide area portable coverage is required, then a wireless microphone or full vehicular repeater option should suffice to allow the Incident Commander to monitor both OPS and TAC when away from their vehicle.

**Capacity**

The system capacity is fine and no action is needed.

**Functionality**

Operational functionality is fine and no action is needed.

**Reliability**

While the systems have been quite reliable over the years since implementation, there is the potential for increasing failures, especially for two elements. As put forward recently by BearCom, they have proposed to replace all of the TAC 1 base receivers with the latest, KAIROS product line from Radio Activity SRL, at some \$75,000 plus.

Also, due to past “intermittent” disruptions with operations, BearCom is proposing that the entire microwave linking system be replaced. Here, there are two alternatives presented – units from Ubiquiti Networks at about \$90,000 and units from Cambium for just over \$150,000.

**ISED Canada Compliance**

There are currently no issues with regard to ISED Canada compliance and no action is needed, unless and until there is a mandatory requirement to comply completely with the Redeployment Plan, a highly unlikely prospect.

**Cost Effectiveness**

It is understood that the current infrastructure and user equipment represents cost effective solutions for the Fire Departments. However, the Departments may wish consider other providers of dispatching and maintenance/repair services. They are cautioned to ensure that they are making “apples-to-apples” comparisons, especially with regard to service levels during surge or major failure scenarios.

**5.0 RECOMMENDATIONS**

With regard to the paging and voice radio communications systems used by the municipal Fire departments of Elgin County, the following suggestions and recommendations are made by KVA Communications Inc.

**Grounding**

During our visit to the John Wise Line tower site, it was noticed that perhaps the shelter grounding was not entirely adequate. Good equipment grounding is essential as a protection mechanism, should the tower be struck by lightning. It is recommended that the site grounding be explicitly measured at the next PM inspection to ensure compliance with Industry norms such as the Motorola R56 or Harris AE/LZT 123 4618/1 specs. The grounding at other sites may also need to be verified.

**Planned Obsolescence**

Regarding the introduction by radio vendors of new products – portable radios in particular – which have redesigned accessories, such as batteries, chargers and microphones, there is no easy answer. It can create major logistics challenges for a Fire Department and can even impact operational efficiency. When a wholesale changeout of radios is out of the question, the only solution may be to try and source compatible after-market accessories, and eventually used radios.

It is frustrating when, in the name of progress, major suppliers put profits ahead of serving their long standing customer groups.

### **Spare Parts**

While it is certainly not the ideal situation for any Public Safety agency to be short of spare parts, it may not be the dire condition suggested, not having spare components for the RA units. The radios have generally been reliable and external factors were to blame for the recent failures. Another failure at this point, should not be catastrophic, as the system could be re-jigged as had been done to TAC1 to minimize the overall impact. The multiple site configuration of the system allows for a high degree of flexibility and reliability.

Radio Activity themselves have stated that *“as far as our old RA-160 base station[s], we still guarantee repairs”* and that they would explore other possibilities to provide their best support. Also, it is understood, that by law, suppliers of infrastructure electronics equipment must provide spare parts at reasonable cost for up to seven years after a product is discontinued from manufacture (2020 for the case of the RA-xx product line).

### **Towers**

There was a question raised as to whether the Fire Departments should consider erecting their own radio towers in order to (i) reduce the site rental being paid to the existing tower owners, and (ii) generate revenue from other agencies, such as cellular providers. While it is true than in recent years, there has generally been an increase in tower access fees – primarily due to the CRTC’s mandate that cell providers allow access by competitors to their towers – it is unlikely this is an avenue for the departments to consider. [Gone are the days, when the cellular carriers would provide access to their towers and equipment shelters to local Fire Departments at no charge, in order to be seen as “good corporate citizens”.] In addition to the costs of the actual tower, foundations and installation, there are issues related to finding the right location, land acquisition, building and zoning approvals, dealing with local protesters and maintenance.

Currently five of the ten sites used for the system are water towers owned by member municipalities. If the rental for these sites are considered excessive, then the Departments themselves need to convince their councils to make reductions.

### **Dispatching Services**

The dispatching services from Tillsonburg Fire was universally praised as being “top notch” by the Fire Chiefs. From our perspective, what we saw there was untypical and very impressive when compared with what most rural Fire Departments have to put up with. Tillsonburg is well equipped to handle day-to-day operations with a professional, well trained staff. They are forward thinking and proactive in their planning and execution of expanded facilities and are well able to deal with the inevitable “storm surges”. They comply with the latest NFPA 1061 requirements and are planning for Next Gen 9-1-1 upgrades.

It is unlikely that the Fire Departments of Elgin County would be able to find a better level of service from any other facility; however, it would be up to each Department to decide whether it is too costly. It is assumed that a less expensive service would not be up to the same level as Tillsonburg. How much less would still be acceptable ?

### **Maintenance and Repair**

There are indications that over time, Spectrum/BearCom has become more expensive and less responsive to the needs of the Fire Departments. While BearCom has the knowledge and experience of servicing the radio infrastructure since its installation, there are other service providers available who could also get the job done. It would be up to each Department to determine the best fit for themselves.

## The Future

In our view, over the next five-to-ten years, there will not be any new technology emerging to supplant the radio system that exists today. There is no need for a P25 solution and broadband may have potential as an adjunct, but never as the primary means for mission-critical communications in Elgin County.

Also, now is not the time for system replacement – certainly not a wholesale or “forklift” replacement. The system and equipment has been reliable and should continue to be so. But, of course, the Departments should keep aware of any developing and troubling trends with the system and take action as needed. Also, no specific “upgrades” are necessary for the system.

If not already doing so, each Department should be putting aside funds in anticipation for the recommended future “replacement-in-kind” solution. No vendor should be given any specific advantage. If, for example, the TAC1 channel equipment were to be replaced at this time with the proposed KAIROS units, there might be less flexibility to choose freely a vendor or equipment when the time comes for replacement.

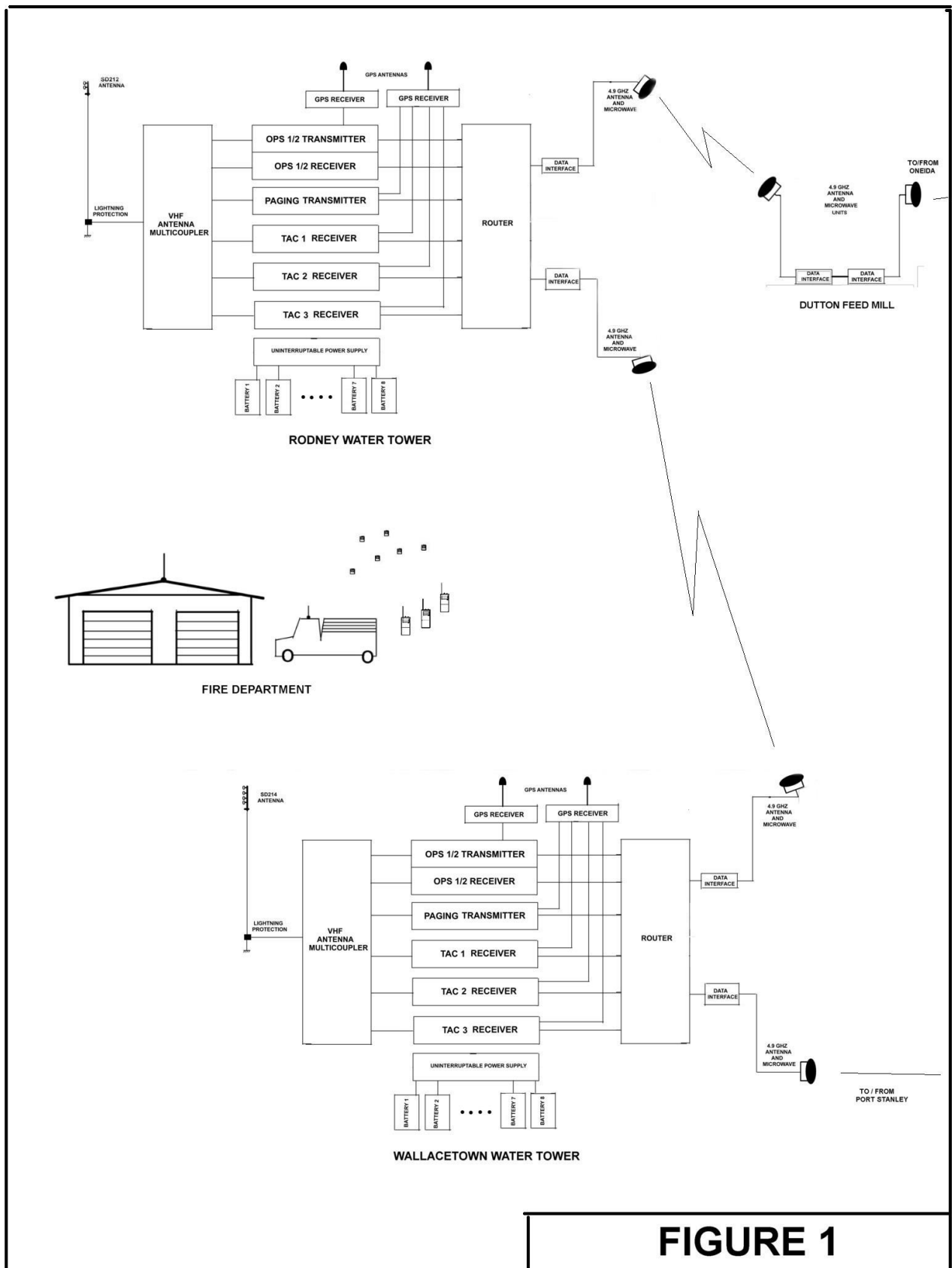
A similar argument can be made for BearCom’s proposed replacement of the microwave linking system equipment. The intermittent problems cited may be due to any number of factors including atmospheric conditions. The ring configuration is designed to mitigate those factors, so a replacement at this time is not warranted, in our view, unless there were to be major and consistent equipment failures.

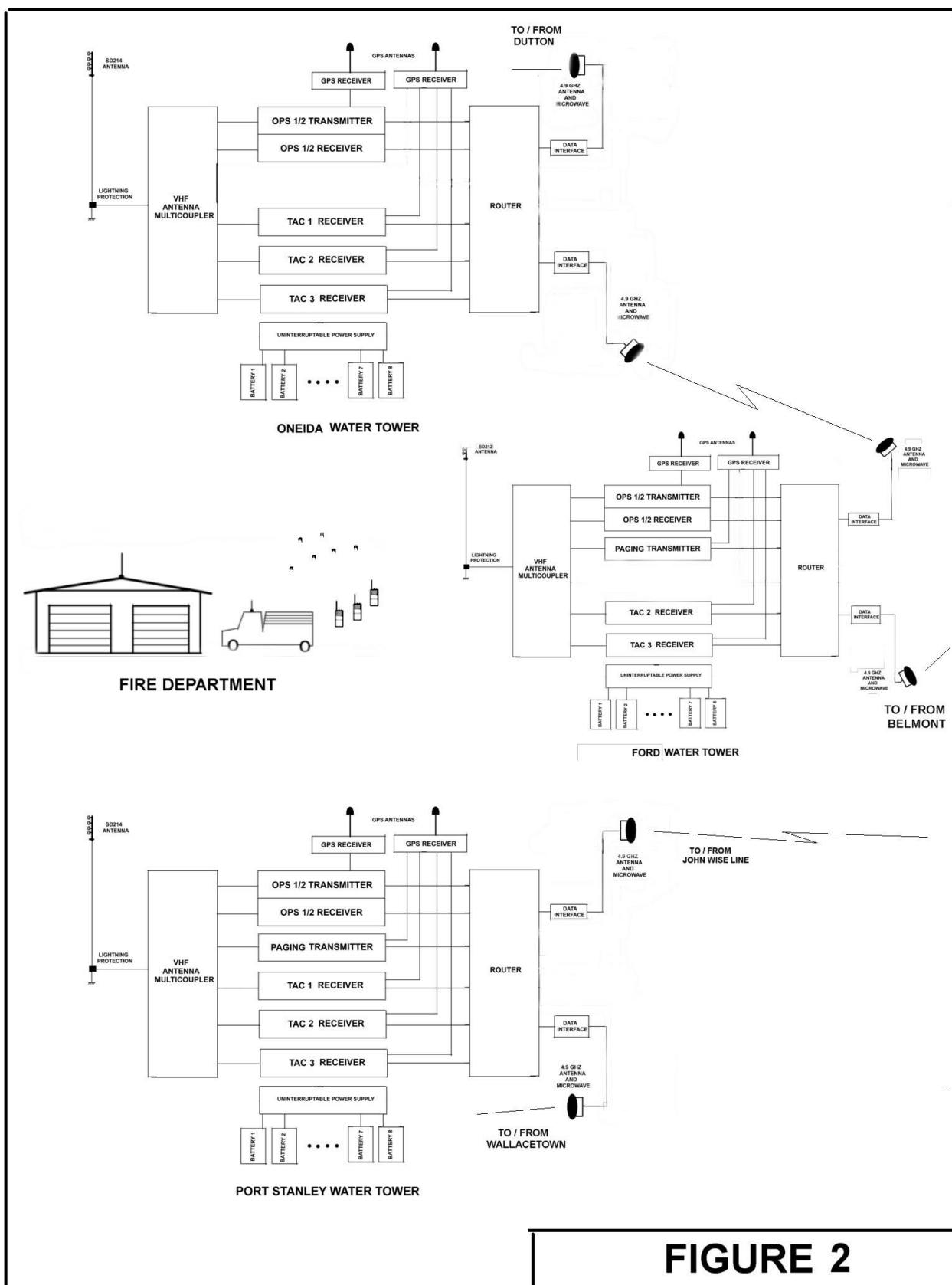
Doing a piece-meal change out might seem to be a way to stretch out the costs; however, the overall benefits to such a plan should be taken into consideration. BearCom themselves stated that the advantage to a “forklift” replacement was having all equipment with the same warranty, rather than a patchwork set.

A replacement-in-kind solution would cost in the neighbourhood of \$1,000,000. Therefore, each Department should budget at least \$30,000 per year, over and above their current expenditures, for their System Replacement Fund in order to reach that goal in five years. Hopefully no extraordinary outlay of funds would eat into these reserves.

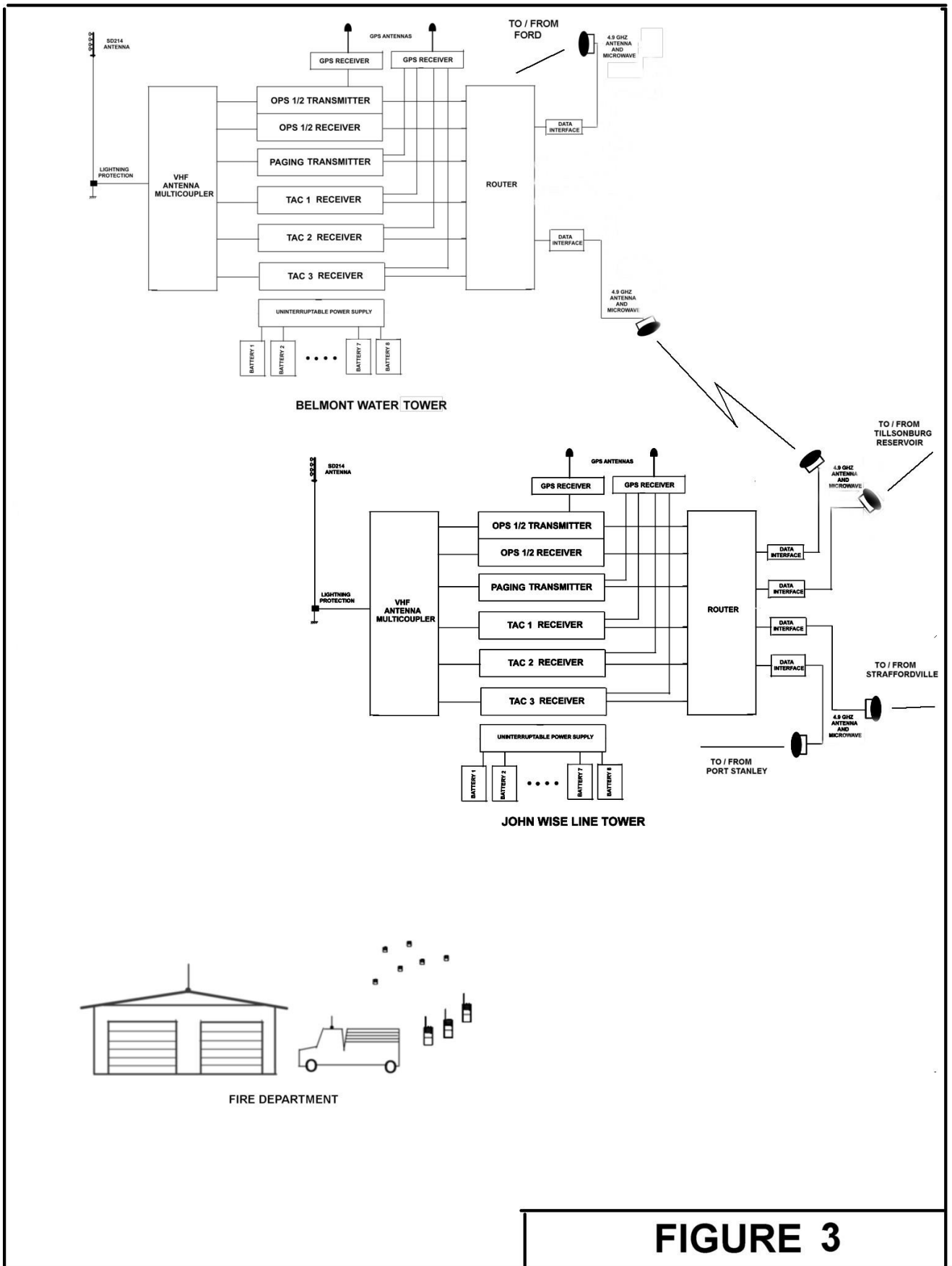
## **APPENDIX A**

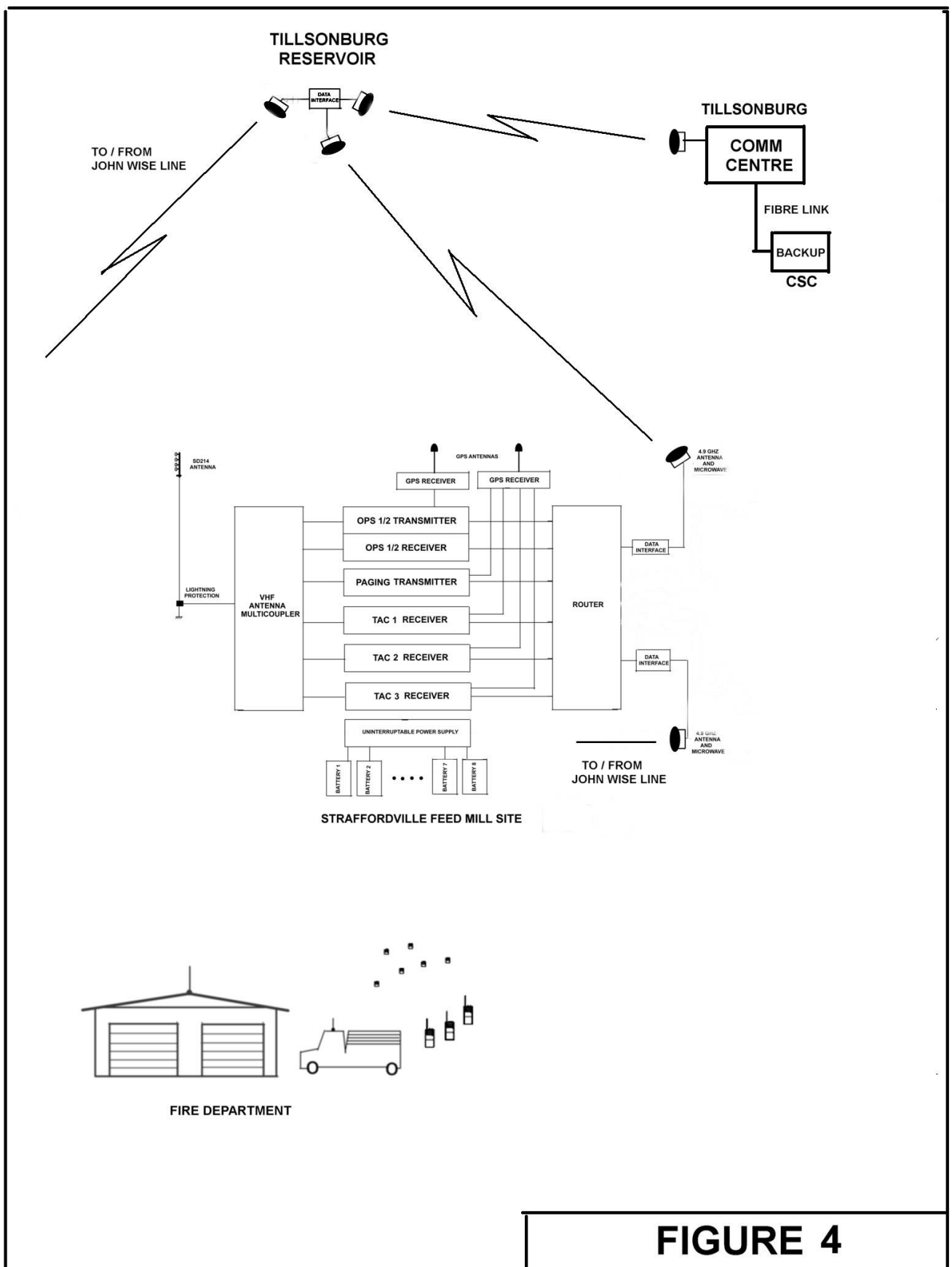
### **RADIO SYSTEMS BLOCK DIAGRAMS**

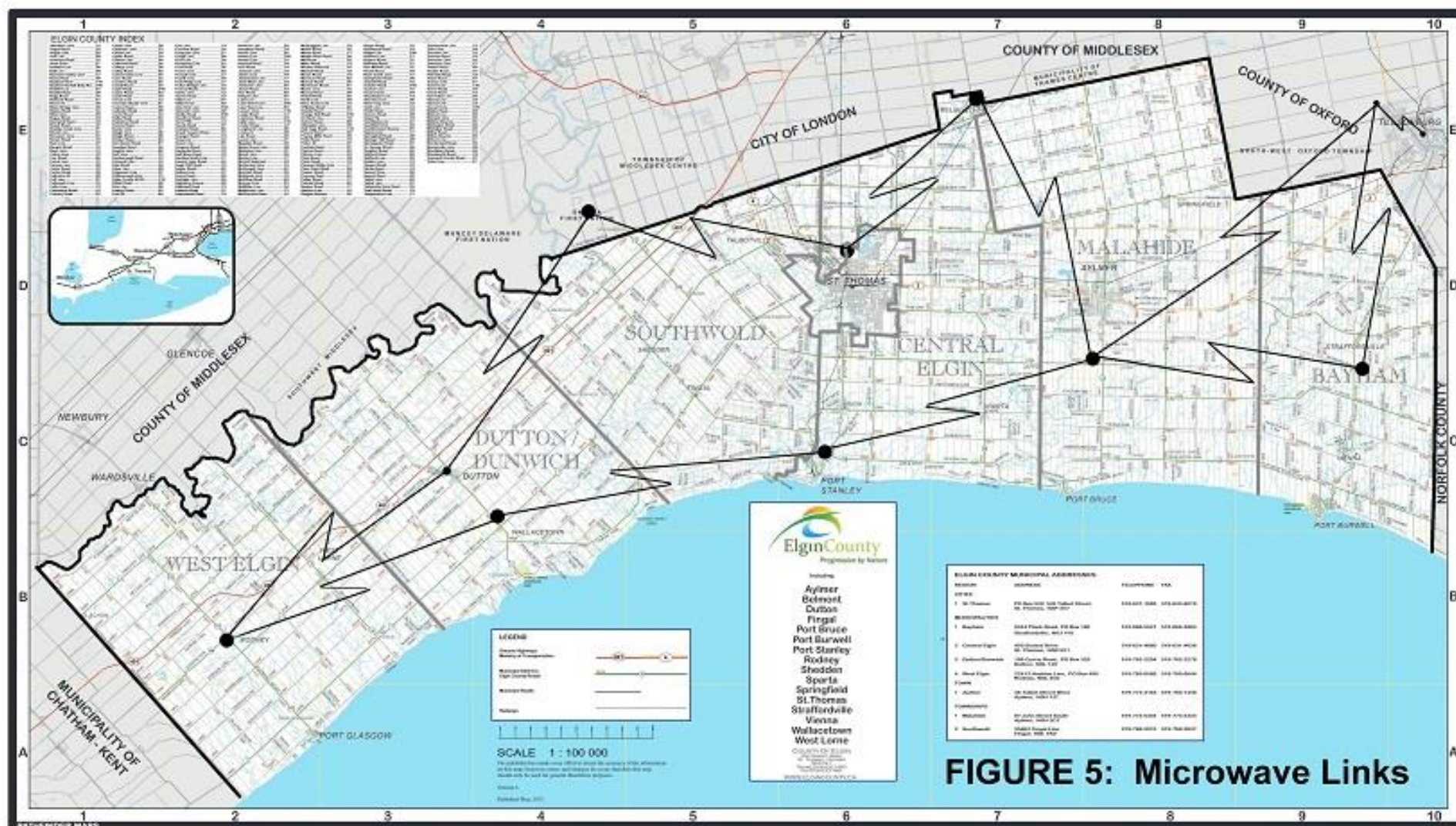








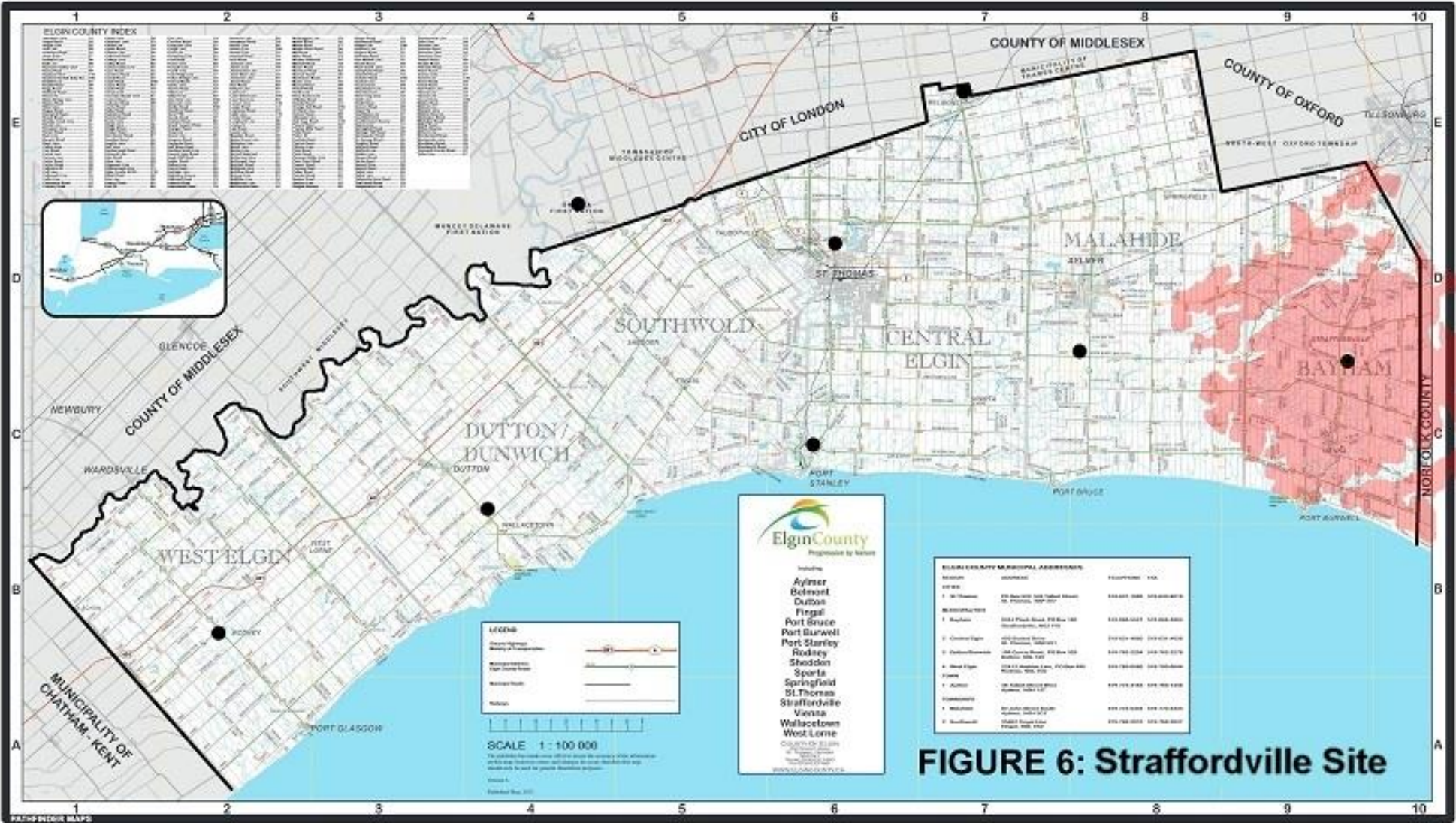




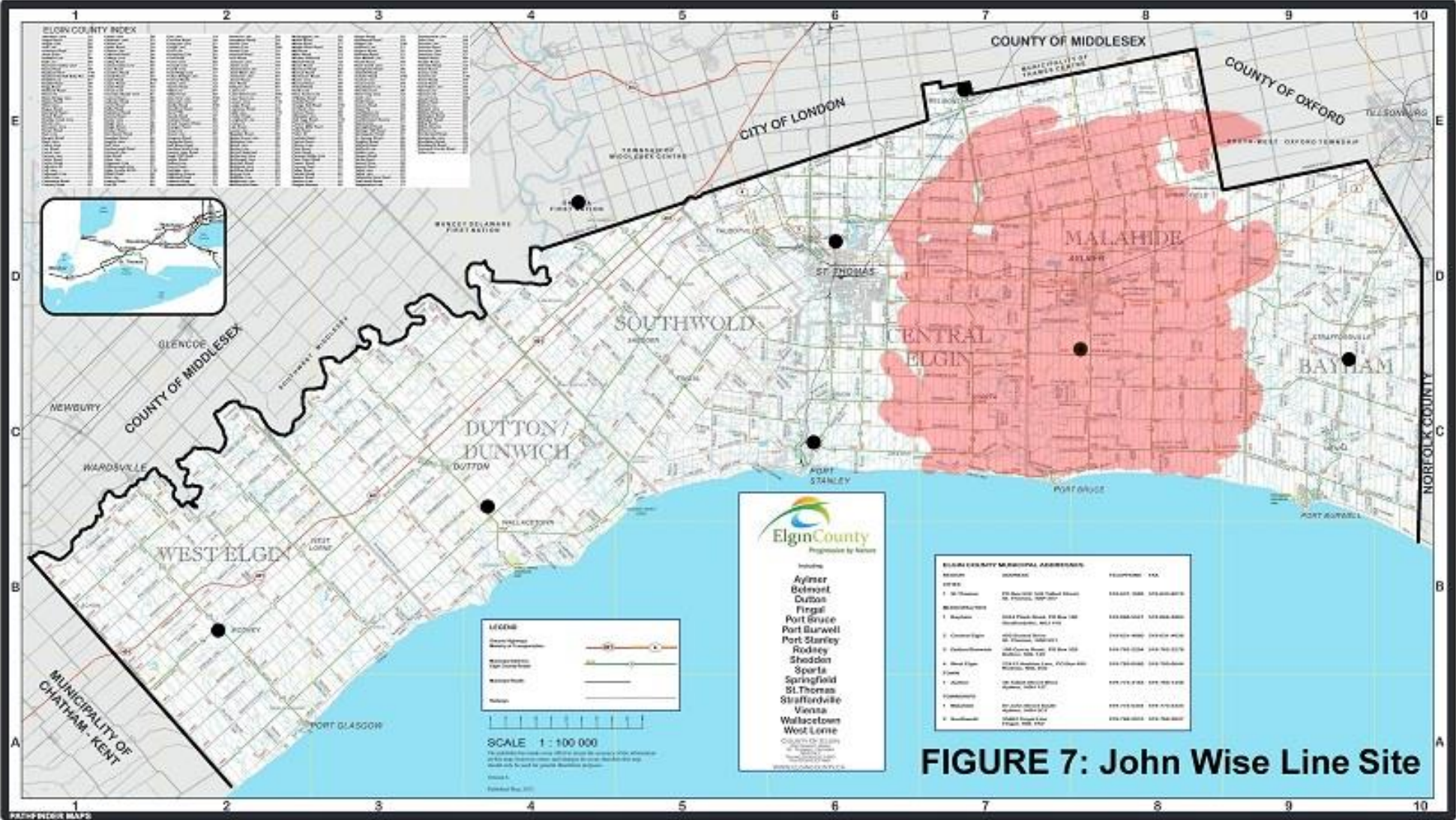
**APPENDIX B**

**RADIO COVERAGE MAPS**











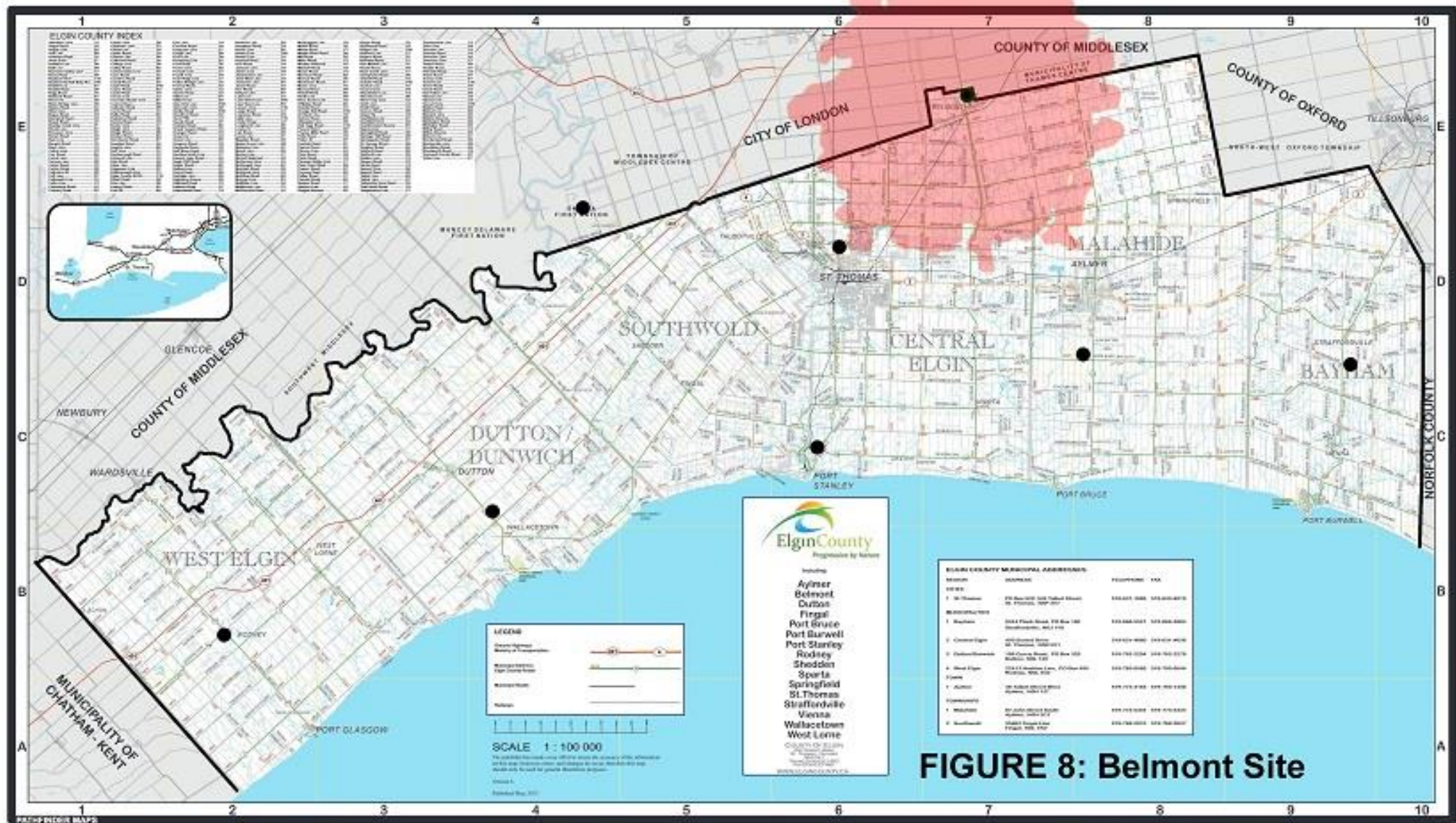
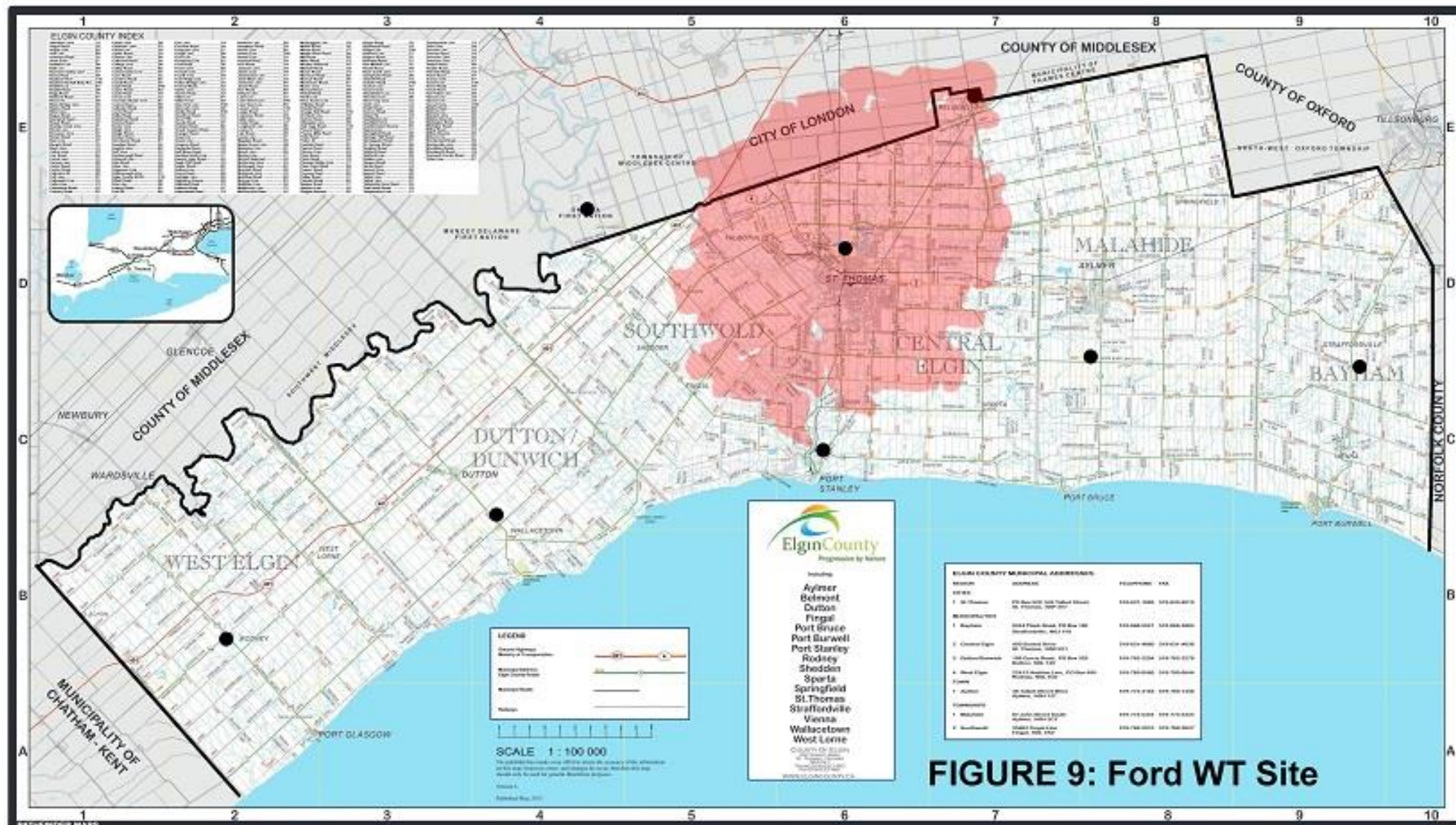


FIGURE 8: Belmont Site











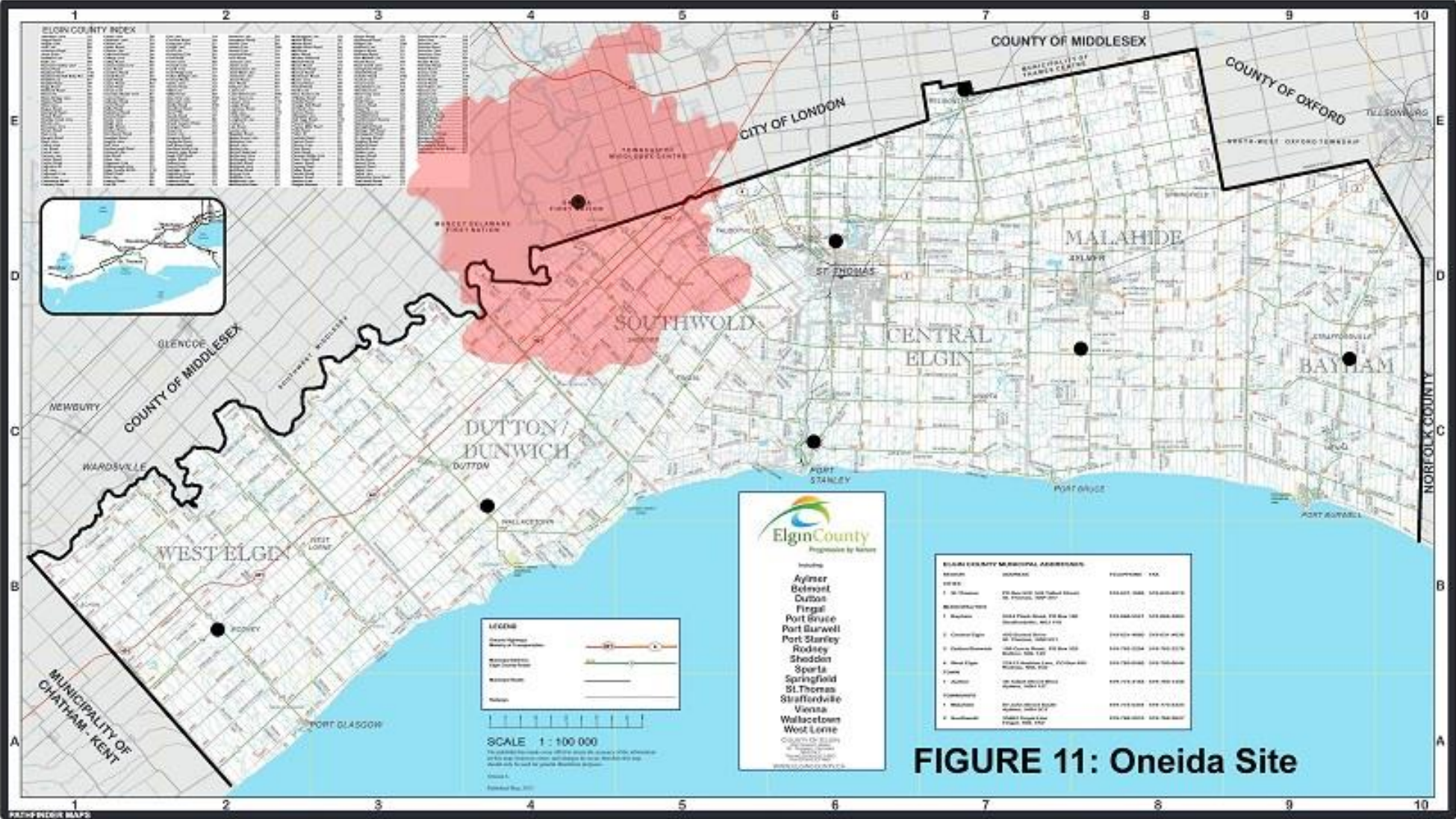


FIGURE 11: Oneida Site



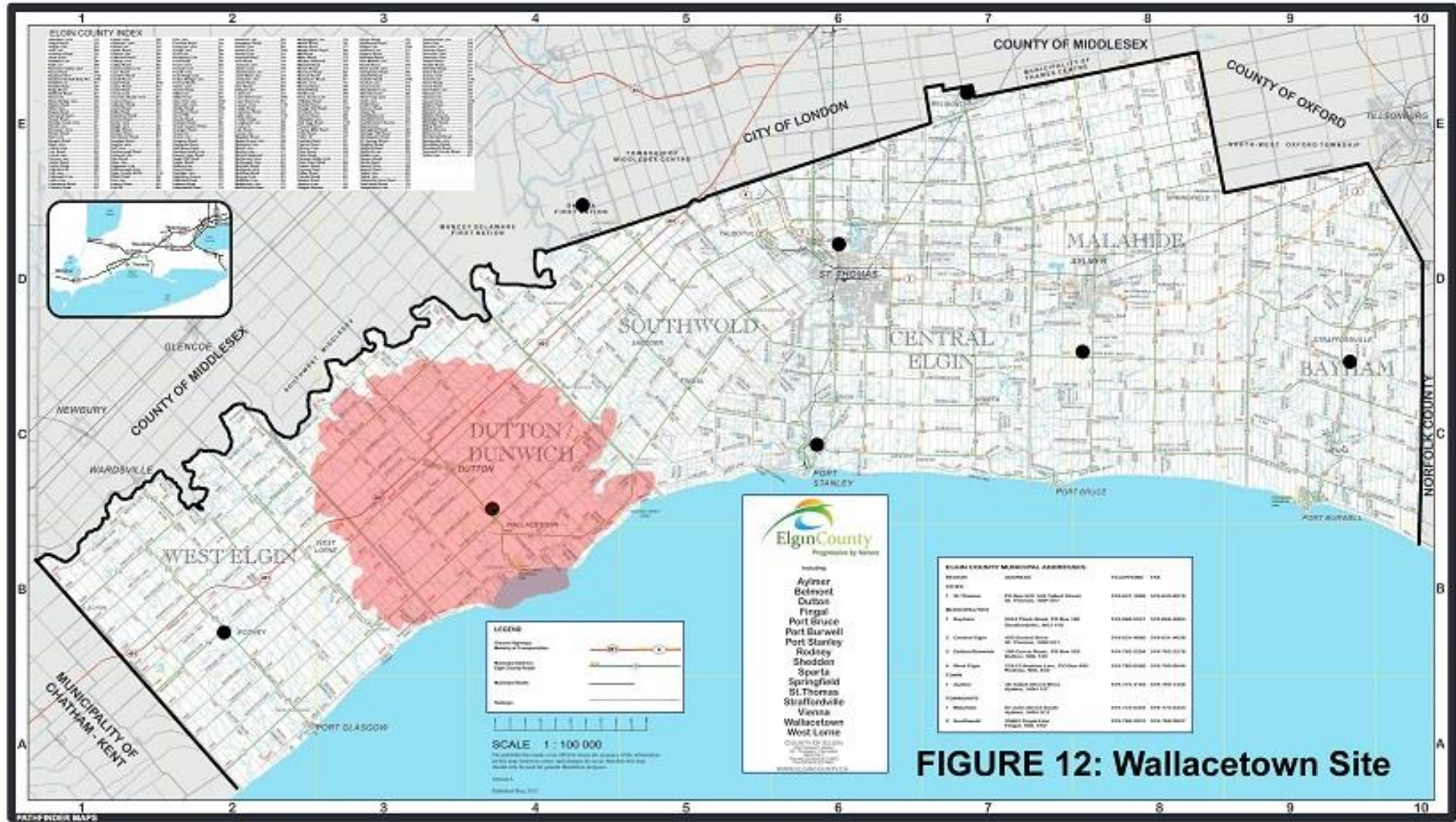
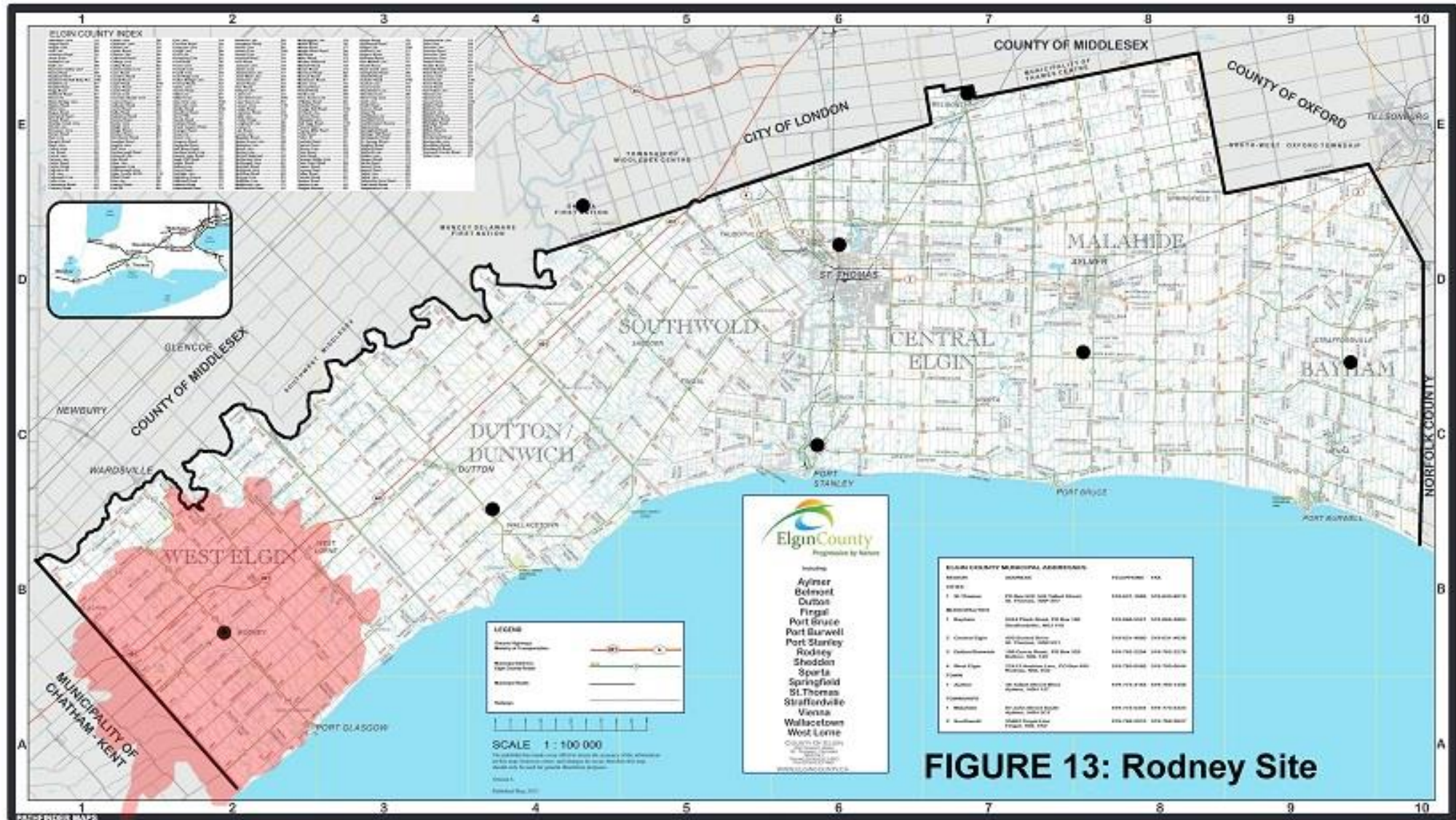


FIGURE 12: Wallace town Site







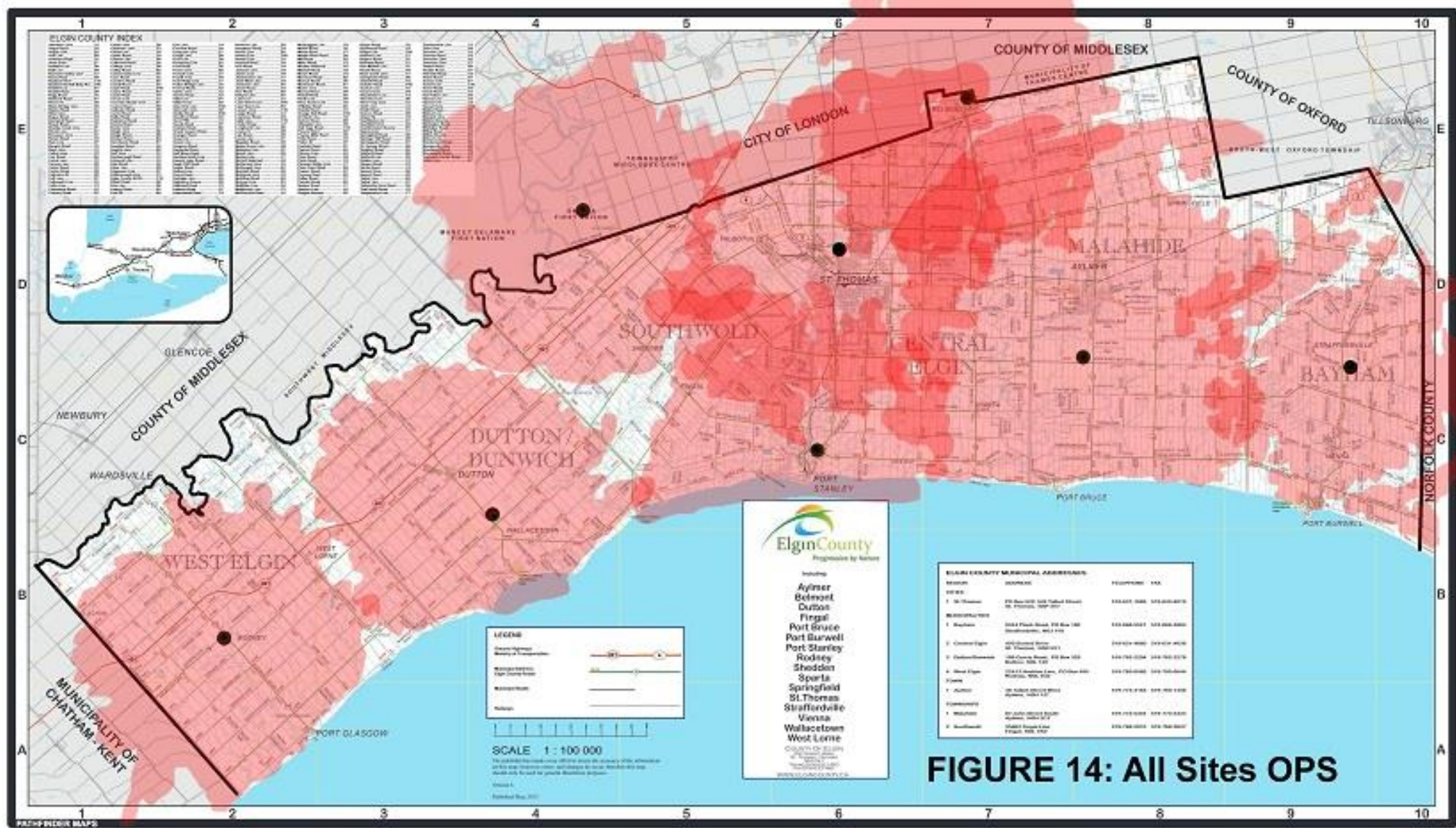


FIGURE 14: All Sites OPS



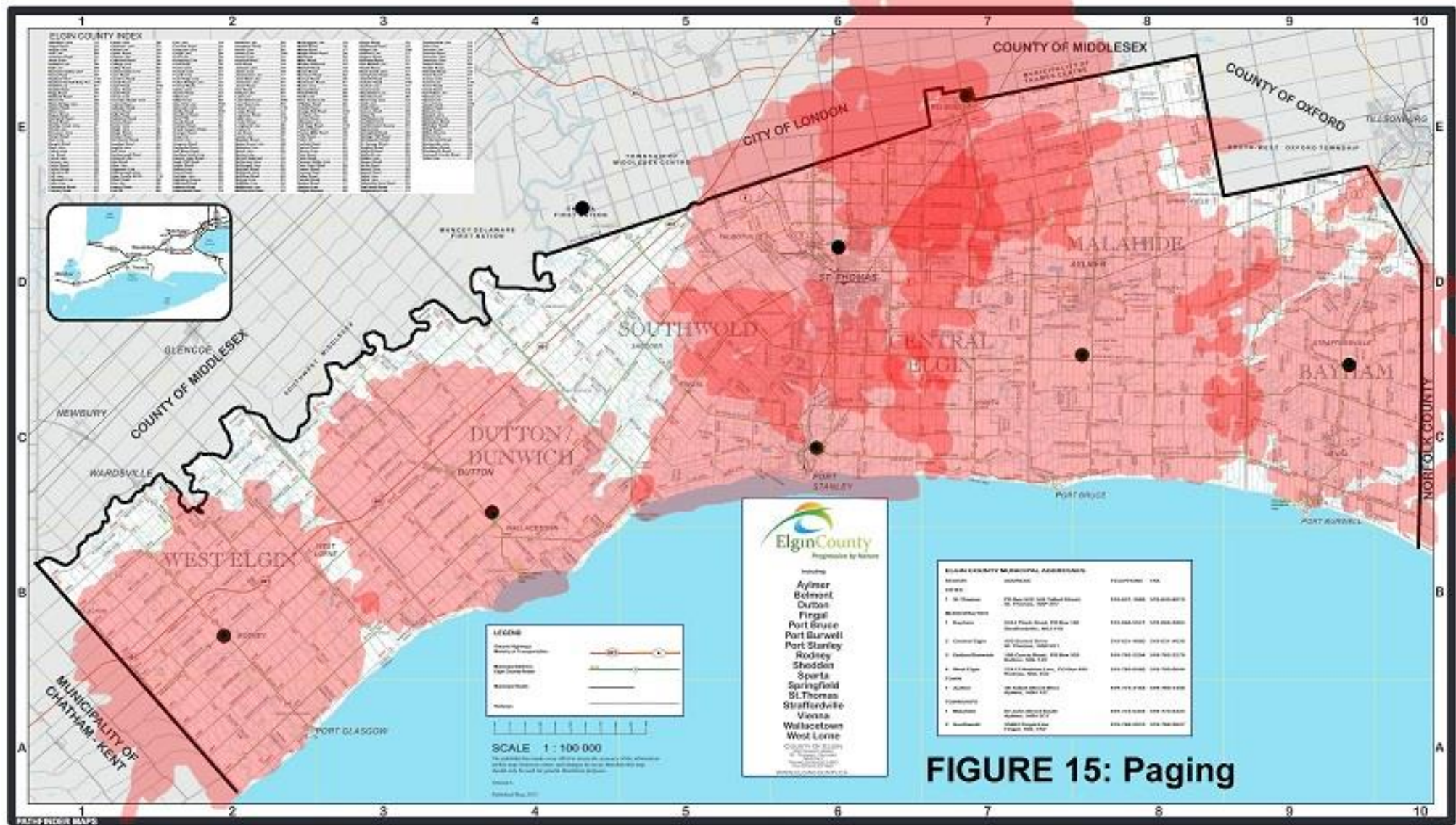
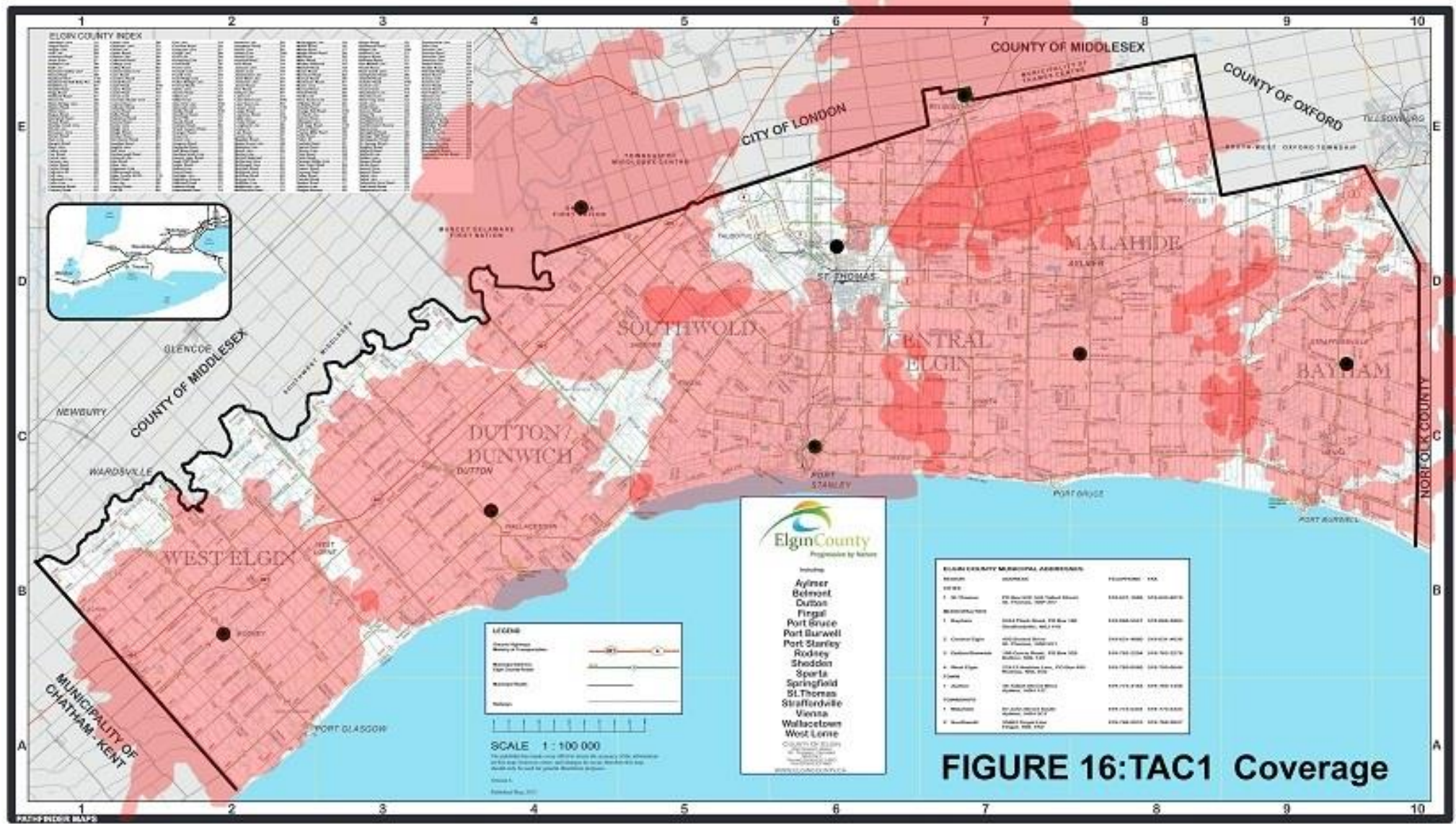


FIGURE 15: Paging







## Staff Report

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**Report To:** Council Meeting  
**From:** Jana Nethercott, Clerk  
**Date:** 2022-09-22  
**Subject:** Council Grant for West Lorne Lawn Bowlers

---

### **Recommendation:**

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Council Grant for West Lorne Lawn Bowling Club; and

That West Elgin Council hereby approves/refuses the reimbursement of invoices from the West Lorne Lawn Bowling Club in the amount of \$2,54.78 as a 2022 Council Grant.

### **Purpose:**

The purpose of this report is to provide the request to Council from the West Lorne Lawn Bowling Club for a Council Grant to provide assistance with the upkeep of the greens.

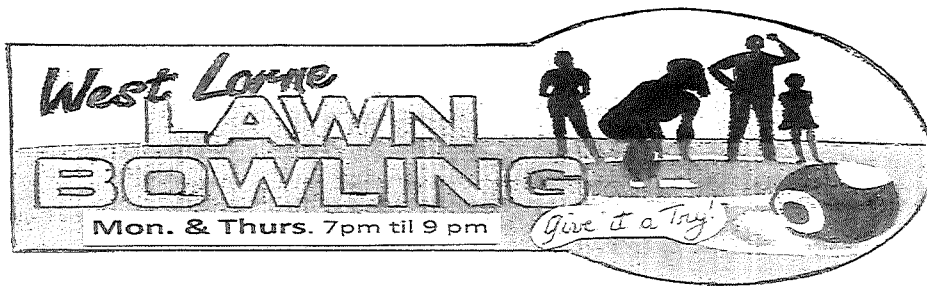
### **Background:**

Staff received a letter from the Lawn Bowling Club in late August requesting reimbursement for the 2022 season. It was discovered that the West Lorne Lawn Bowlers had not submitted a 2022 Council Grant Application and therefore there is no resolution allowing staff to issue reimbursement at this time.

In past years the West Lorne Lawn Bowling Club has applied for and received a Council grant to provide assistance with the maintenance of the greens. The most recent in 2021 was for reimbursement of invoices up to \$2,500. The Lawn Bowling Club was unaware that the grant for 2022 was not submitted and proceeded with their season with the assumption that the long standing arrangement to assist with the costs for the upkeep of the greens was the same as previous years.

Staff have checked and there are ample funds within the Council Grants Account (approximately \$8,000) to cover this grant request and as this was an oversight during a tumultuous year, staff would recommend providing the reimbursement.





Aug 21, 2022

J. Nethercott, Clerk  
The Municipality of West Elgin  
22413 Hoskins Line, Box 490  
Rodney, ON N0L 2C0

Dear Jana and Council members,

Thank you for the continued support of the West Lorne Lawn Bowling Club. As in the past, you have assisted with upkeep of the greens. Attached are 4 invoices that cover this area.

In the spring, we were fortunate to have St Mary's School come with grades 6 to 8 to experience the challenges of lawn bowling. All seemed happy to try, and the teachers very positive with a new experience for many of the students. One pupil explained that it is really lawn curling! In addition, our tournaments often receive excellent comments on the quality of the bowling surfaces.

Thank you for your assistance with our greens.

		<u>Base</u>	<u>HST</u>	<u>Total</u>
1. Complete Turf repairs/maintenance to Toro tractor	Nov 18/21	1,025.38	133.30	\$1,158.68
2. Butch's Small Engines -service mower	Mar 24/22	298.40	38.79	\$ 337.19
3. Plant Products – fertilizer	May 26/22	742.00	96.46	\$ 838.46
4. Practical Turf Care – aerification	Apr 27/22	<u>459.00</u>	<u>59.67</u>	<u>\$ 518.67</u>
	Totals:	2,524.78	328.30	\$ 2,853.00

Respectfully,

*Norah Bennetto*

Norah Bennetto  
Secretary, West Lorne Lawn Bowling Club  
301 Mary Street  
Dutton, On N0L 1J0



## Staff Report

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**Report To:** Council Meeting  
**From:** Jana Nethercott, Clerk  
**Date:** 2022-09-22  
**Subject:** Draft Electronic Monitoring Policy

---

### **Recommendation:**

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Electronic Monitoring Policy; and

That West Elgin Council adopts the Electronic Monitoring Policy as presented; and further

That West Elgin Council direct staff to circulate the policy as mandated by Bill 88.

### **Purpose:**

The purpose of this report is to provide a draft of the Electronic Monitoring Policy, as required by Bill 88, for Council's consideration.

### **Background:**

Bill 88, the *Working for Workers Act 2022*, which became law in April requires that employers in Ontario with (25) or more employees on Jan. 1, 2022 prepare an electronic monitoring policy by October 11, 2022. This policy must then be circulated to employees within (30) days of its approval.

Policy requirements, as prescribed in the Province of Ontario reference document on "Written policy on electronic monitoring of employees" include:

- a) A statement as to whether the employer engages in electronic monitoring of employees;
- b) Where the employer does electronically monitor employees, the policy must also contain a description of how the employer may electronically monitor employees, a description of the circumstances in which the employer may electronically monitor employees and the purposes for which information obtained through the electronic monitoring may be used by the employer;
- c) The date the policy was prepared and the date any changes were made to the policy.

Municipal staff have completed an environmental scan of internal business processes and reviewed policies prepared by comparable municipalities. It is expected that the Electronic Monitoring Policy will be a living document and may be amended in the future.

It is anticipated that implementation of the Electronic Monitoring Policy will have no substantive impact on day-to-day operations in Municipal departments. The Municipality of West Elgin will continue to respect and maintain the privacy of employees through an approach that prioritizes accountability and transparency of operations.

**Policies/Legislation:**

Bill 88: *Working for Workers Act 2022*

## **Municipality of West Elgin**

### **Policy HR-4.9 Electronic Monitoring Policy**

**Effective Date:**      **October 11, 2022**

**Review Date:**

#### **Policy Statement**

The Municipality of West (the Municipality) is committed to transparency with regard to electronic monitoring as required under the *Employment Standards Act, 2000 (ESA)*.

#### **Policy**

Electronic Monitoring refers to use of electronic means to observe, record, track or collect data on employees (including but not limited to employee performance, location and resource use) where such information may be accessed and/or reviewed by the employer or someone acting on the employers behalf.

This policy is intended to outline the Municipality's electronic monitoring practices and should be read in conjunction with other Municipal policies, guidelines or standards.

#### **Application**

This policy applies to all employees of the Municipality, as defined by the ESA, whether they are working remotely, in the workplace or are mobile.

#### **Electronic Monitoring Practices**

The following table outlines electronic monitoring technologies utilized by the Municipality:

<b>Tool</b>	<b>Circumstances</b>	<b>How</b>	<b>Purpose</b>
Endpoint Threat Detection and Response	Continuous	Endpoint Threat Detection and Response monitors the use of workstations (programs run, files read and written, etc.) and compares it against a baseline to detect abnormalities and potential unauthorized use	Network Security

<b>Tool</b>	<b>Circumstances</b>	<b>How</b>	<b>Purpose</b>
Email Tracking	Continuous	Software records copies of messages sent or received by address within the Municipality's domain	Network Security
Network/Performance Monitoring Tools/ Firewalls/VPN	Continuous	Tools that record network traffic occurring between workstations, servers, the internet, etc. Investigations may occur to troubleshoot incidents which may expose User Identifiable Information	Network Security
Event log Collection Tools	Continuous	Collection of event logs generated by electronic devices to a centralized or non-centralized system. Investigations may occur to troubleshoot incidents which may expose User Identifiable Information	Network Security
Electronic Key Fob/PIN	Each Scan or entering of PIN	An electronic sensor or PIN creates a record each time an authorized user scans or enters their number to enter certain Municipal Buildings	Facility Security
Vehicle Telematics/GPS	All fleet vehicles during use	On board sensors detect and report on vehicle location, driver behavior (hard breaking, rapid acceleration etc.) and engine diagnostics.	Fleet management, driver safety and security
Mobile Device location tracking and investigations	Continuous and with reasonable grounds	Enablement of location services on mobile devices. Investigations may occur to locate missing assets and/or	Asset Security

Tool	Circumstances	How	Purpose
		document unsanctioned employee activities	
Recording of Phone Calls	Continuous and with reasonable grounds	Voice recording of all telephone calls incoming and outgoing on the VOIP system. Investigations may occur to identify incidents of staff abuse and/or investigate complaints	To identify abuse of staff and to investigate complaints against staff
Laserfiche	On an as needed basis	Reporting tool built in that can identify slow downs or stoppages within workflows and processes that are automated. Investigations may occur to identify issues within an automated process	To identify slow downs in the human element of the automated business processes
Timecard – Fingerprint scan	At the start of every shift	Scan of each staff's finger print to clock in and out of work. States the time employee starts and ends their shifts as well as locations of workers at the beginning and end of shifts	Information used for payroll system and employee absenteeism

Nothing in this policy affects or limits the Municipality's ability to use information obtained through electronic monitoring. The Municipality reserves the right to monitor Information Technology assets and services belonging to the Municipality to ensure secure, effective and appropriate use. Employees should have no expectation of privacy as it relates to their use of Municipal Information Technology or the location of Municipal Assets.

### **Posting, Notice and Retention**

The Municipality shall provide a copy of this Policy to each employee within thirty (30) calendar days of implementation.

Should any amendment(s) be made to this Policy after its implementation, the Municipality shall provide each employee a copy of the amended Policy within thirty (30) calendar days of the amendment(s) being made.

The Municipality shall provide a copy of this Policy to all new employees upon onboarding and within thirty (30) calendar days of the employee commencing employment with the Municipality.

The Municipality shall retain a copy of this and any revised version of this Policy for three (3) years after it ceases to be in effect.

## **Review**

The Municipality reserves the right to review and evaluate this Policy annually and amend as necessary.

DRAFT





## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer & Jana Nethercott, Clerk  
**Date:** 2022-09-22  
**Subject:** Proposed Redistribution of Federal Electoral Districts

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### **Recommendation:**

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer and Jana Nethercott, Clerk re: Proposed Redistribution of Federal Electoral Districts for information purposes; and

That West Elgin Council hereby direct staff to coordinate efforts with Elgin County, City of St Thomas and local municipal partners to represent the interest and concerns pertaining to the proposed redistribution of the federal electoral districts; and

That the Municipality of West Elgin make the attached petition available to our residents at the Municipal Office.

### **Background:**

[The Federal Electoral Boundaries Commission for the Province of Ontario](#) (the Commission) is an independent body charged with readjusting the electoral boundaries under the [Electoral Boundaries Readjustment Act](#) (the Act).

On August 19, 2022, the Commission released its proposed new electoral map for consideration at public hearings this fall. The population in Ontario has increased from 12,851,821 in 2011 to 14,223,942 in 2021. Thus, the [representation formula](#) in the *Constitution Act, 1867* has determined that Ontario has been allocated 122 seats, raising the total number of electoral districts in the province from 121 from the last redistribution plan prepared in 2012.

The Act directs the Commission to ensure that the population in each electoral district shall, as closely as reasonably possible, correspond to the electoral quota for the province. The quota for electoral districts in Ontario is 116,590, which was established by dividing the census population by the number of electoral districts assigned to the province.

The Act permits the Commission to depart from the quota where necessary or desirable in order to:

- respect the community of interest or community of identity in, or the historical pattern of an electoral district in the province, or
- maintain a manageable geographic size for electoral districts in sparsely populated, rural or northern regions of the province.

When considering these factors, the Commission must make every effort to ensure that, except in circumstances it views as extraordinary, the population of each electoral district in the province

remains within 25% (plus or minus) of the electoral quota. The upper limit of deviation from the quota is 145,738, and the lower limit of deviation from the quota is 87,443.

### **ELGIN – MIDDLESEX – THAMES**

Consists of:

- a. the Town of Aylmer;
- b. the municipalities of Bayham, Brooke-Alvinston, Dutton/Dunwich, Middlesex Centre, Southwest Middlesex, Strathroy-Caradoc and West Elgin;
- c. that part of the Municipality of Central Elgin lying southerly of John Wise Line;
- d. that part of the Municipality of Chatham-Kent described as follows: commencing at the intersection of the northerly limit of said municipality and the Sydenham River; thence generally southwesterly along said river to Dawn Mills Road; thence southerly along said road to Base Line; thence westerly along said line to Kent Bridge Road; thence southeasterly along said road and its production to the southerly limit of said municipality; thence northeasterly, northwesterly, northerly and westerly along the southerly, easterly and northerly limits of said municipality to the point of commencement;
- e. those parts of the Municipality of Thames Centre described as follows:
  - i. that part lying northerly of a line described as follows: commencing at the intersection of the westerly limit of said municipality and Thorndale Road; thence northeasterly along said road to Nissouri Road; thence northwesterly along said road to approximate latitude 43°06'21"N and longitude 81°09'32"W; thence northeasterly in a straight line to Fairview Road at approximate latitude 43°06'39"N and longitude 81°08'35"W; thence southeasterly along said road to Thorndale Road; thence northeasterly along said road to the easterly limit of said municipality;
  - ii. that part lying southerly and easterly of a line described as follows: commencing at the intersection of the easterly limit of said municipality and Highway 401 (Macdonald-Cartier Freeway); thence westerly along said highway to Westchester Bourne road; thence southerly along said road to the southerly limit of said municipality;
- f. the townships of Adelaide-Metcalf, Malahide and Warwick;
- g. that part of the Township of Dawn-Euphemia lying easterly of a line described as follows: commencing at the intersection of the northerly limit of said township and Forest Road; thence southerly along said road and its southerly production to the Sydenham River; thence generally southerly along said river to the southerly limit of said township;
- h. the Township of Southwold, excluding the part lying easterly of Sunset Road;
- i. that part of the Township of Zorra lying northerly and westerly of a line described as follows: commencing at the intersection of the westerly limit of said township and Road 84; thence northeasterly along said road to 23rd Line; thence northwesterly along said line to the northerly limit of said township;
- j. the Village of Newbury; and
- k. the Indian reserves of Chippewa of the Thames First Nation No. 42, Moravian No. 47, Munsee-Delaware Nation No. 1 and Oneida No. 41.

### **LONDON SOUTH – ST. THOMAS**

Consists of:

- a. the City of St. Thomas;
- b. that part of the City of London lying southerly and easterly of a line described as follows: commencing at the intersection of the easterly limit of said city with the Thames River; thence generally westerly along said river to the Canadian National Railway; thence southeasterly

along said railway to Commissioners Road East; thence westerly along said road to Wharncliffe Road South; thence southerly and southwesterly along said road to Wonderland Road South; thence southerly along said road to Highway 402; thence generally southwesterly along said highway to the westerly limit of said city;

- c. that part of the Municipality of Central Elgin lying northerly of John Wise Line;
- d. that part of the Municipality of Thames Centre lying southerly of Highway 401 (Macdonald-Cartier Freeway) and westerly of Westchester Bourne; and
- e. that part of the Township of Southwold lying easterly of Sunset Road.

Currently, the Municipality of West Elgin and the County of Elgin is singularly represented by the riding of Elgin Middlesex London.

Current Federal Electoral District	Current Federal Electoral District Population	Municipality of Central Elgin Population Share (13,746)		Elgin County Population Share (51,912)		City of St. Thomas Population Share (42,840)	
Elgin – Middlesex - London	126,428	13,746	11%	51,912	41%	42,840	33%
2021 Census Population Data							

#### **ELGIN – MIDDLESEX – LONDON**

Consists of:

- a. the County of Elgin;
- b. that part of the County of Middlesex comprised of the Municipality of Thames Centre;
- c. the City of St. Thomas; and
- d. that part of the City of London lying southerly of a line described as follows: commencing at the intersection of the westerly limit of said city with Dingman Creek; thence generally easterly along said creek to the westerly production of Southdale Road West; thence easterly along said production, Southdale Road West and Southdale Road East to White Oak Road; thence southerly along said road to Exeter Road; thence easterly and northeasterly along said road to Highway No. 401; thence northeasterly and easterly along said highway to the easterly limit of said city.

The Commission now has the proposed federal electoral district map out for consultation where the public is invited to share their perspectives on the proposed federal electoral district map by scheduled representation at any of the [public hearings](#).

The applicable public hearings for the Municipality of West Elgin is as follows:

London	Ivey Spencer Leadership Centre, 551 Windemere Rd, London, ON	Monday October 24, 2022	6:30PM
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Virtual Hearing	Hamilton and Niagara; South Central Ontario; Southwestern Ontario; and Southernmost Ontario	Tuesday, September 27, 2022	6:30PM
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Pursuant to the *Electoral Boundaries Readjustment Act*, the Commission has established the following rules to regulate its proceedings and the conduct including public hearings.

1. All persons wishing to make an oral submission must complete the Public Hearing Participation Form by September 25, 2022.
2. In the interest of transparency, the Commission will make public all written submissions that it receives in response to the proposed redistribution plan. These will be published on the Commission's website and will include the person's name and the date of the submission.
3. Two members of the Commission shall constitute a quorum for the holding of a hearing.
4. If a quorum cannot be present at a hearing, the Commission may postpone that hearing to a later date.
5. If the Commission cannot complete hearing representations within the time allowed, the Commission may adjourn the hearing to a later date at the same place or may—taking into account the convenience of persons whose representations have not been heard or have been only partly heard—adjourn the hearing elsewhere or to a virtual hearing.
6. At each hearing the Commission shall decide the order in which the representations are heard.
7. The Commission may restrict the time available for oral representations if necessary to meet timing constraints.
8. Only one person shall be heard in the presentation of any single representation, including a representation on behalf of an association or group, unless the Commission, in its discretion, decides otherwise.
9. The link to the virtual public hearing is not public and may only be shared with participants/observers who have registered with the Commission and with members of the media.
10. A moderator will manage the agenda, the speaking time and microphones of the participants.
11. The use of a headset by presenters at a virtual public hearing is recommended.

The Commission makes final decisions about where the federal electoral boundaries will be located following consultation, giving the public and Members of Parliament an opportunity to express their views and participate in the consultation process.

The Commission requires that representatives proposing alternative federal riding boundary scenarios must be prepared to indicate to the Commission not just the representatives' concerns, but to set out alternatives and, importantly, set out in as much detail as possible, including in a map, how other communities would be affected by the proposed alternatives. Due to the constraints facing the Municipality, the best avenue present to pursue alterations to the proposed federal electoral boundaries is via collaboration with the City of St. Thomas and Elgin County municipalities.

By coordinating efforts and presenting a united front representing Elgin County to the Commission, the Municipality has the best opportunity to prevent the lessening of political representation of the Municipality and its residents' interests. Coordination provides an opportunity to present an alternative option to the Federal Electoral Boundaries Commission through the submission process.

The Commission is holding public hearings, both in person and virtually, to gather comments and feedback on the proposed boundaries and electoral district names, and information on such public hearings can be found here: [https://redecoupage-redistribution-2022.ca/com/on/phrg/index\\_e.aspx](https://redecoupage-redistribution-2022.ca/com/on/phrg/index_e.aspx)

Further, MP Vecchio's office had prepared to host two public events to hear from all constituents and gather feedback, however at the time of writing this report these have been postponed indefinitely.

# **Federal Electoral Boundaries Redistribution 2025**

Elgin-Middlesex-London

*Draft 1*

## **Federal Electoral Boundaries 2025**

### **Backgrounder**

The Constitution of Canada requires that federal electoral districts be reviewed after each decennial (10-year) census to reflect changes and movements in Canada's population. The current federal redistribution process began in October 2021. It is led by independent commissions working separately in each province to establish electoral boundaries. The Chief Electoral Officer is tasked with applying the representation formula found in the Constitution to determine the new allocation of seats. Elections Canada is also responsible for providing administrative and technical support to the commissions.

### **The current riding of Elgin-Middlesex-London**

Consisting of:

- (a) the County of Elgin;
- (b) that part of the County of Middlesex comprised of the Municipality of Thames Centre;
- (c) the City of St. Thomas; and
- (d) that part of the City of London lying southerly of a line described as follows: commencing at the intersection of the westerly limit of said city with Dingman Creek; thence generally easterly along said creek to the westerly production of Southdale Road West; thence easterly along said production, Southdale Road West and Southdale Road East to White Oak Road; thence southerly along said road to Exeter Road; thence easterly and northeasterly along said road to Highway No. 401; thence northeasterly and easterly along said highway to the easterly limit of said city.



## Proposed ridings for 2025

Elgin—Middlesex—Thames—Proposal— Ontario  
•(Population: 117,082)

Consists of:

- a. the Town of Aylmer;
- b. the municipalities of Bayham, Brooke-Alvinston, Dutton/Dunwich, Middlesex Centre, Southwest Middlesex, Strathroy-Caradoc and West Elgin;
- c. that part of the Municipality of Central Elgin lying southerly of John Wise Line;
- d. that part of the Municipality of Chatham-Kent described as follows: commencing at the intersection of the northerly limit of said municipality and the Sydenham River; thence generally southwesterly along said river to Dawn Mills Road; thence southerly along said road to Base Line; thence westerly along said line to Kent Bridge Road; thence southeasterly along said road and its production to the southerly limit of said municipality; thence northeasterly, northwesterly, northerly and westerly along the southerly, easterly and northerly limits of said municipality to the point of commencement;
- e. those parts of the Municipality of Thames Centre described as follows:
  - i. that part lying northerly of a line described as follows: commencing at the intersection of the westerly limit of said municipality and Thorndale Road; thence northeasterly along said road to Nissouri Road; thence northwesterly along said road to approximate latitude 43°06'21"N and longitude 81°09'32"W; thence northeasterly in a straight line to Fairview Road at approximate latitude 43°06'39"N and longitude 81°08'35"W; thence southeasterly along said road to Thorndale Road; thence northeasterly along said road to the easterly limit of said municipality;
  - ii. that part lying southerly and easterly of a line described as follows: commencing at the intersection of the easterly limit of said municipality and Highway 401 (Macdonald-Cartier Freeway); thence westerly along said highway to Westchester Bourne road; thence southerly along said road to the southerly limit of said municipality;
- f. the townships of Adelaide-Metcalfe, Malahide and Warwick;

- g. that part of the Township of Dawn-Euphemia lying easterly of a line described as follows: commencing at the intersection of the northerly limit of said township and Forest Road; thence southerly along said road and its southerly production to the Sydenham River; thence generally southerly along said river to the southerly limit of said township;
- h. the Township of Southwold, excluding the part lying easterly of Sunset Road;
- i. that part of the Township of Zorra lying northerly and westerly of a line described as follows: commencing at the intersection of the westerly limit of said township and Road 84; thence northeasterly along said road to 23rd Line; thence northwesterly along said line to the northerly limit of said township;
- j. the Village of Newbury; and
- k. the Indian reserves of Chippewa of the Thames First Nation No. 42, Moravian No. 47, Munsee-Delaware Nation No. 1 and Oneida No. 41.

**London South—St. Thomas —Proposal— Ontario**  
**•(Population: 120,208)**

Consists of:

- a. the City of St. Thomas;
- b. that part of the City of London lying southerly and easterly of a line described as follows: commencing at the intersection of the easterly limit of said city with the Thames River; thence generally westerly along said river to the Canadian National Railway; thence southeasterly along said railway to Commissioners Road East; thence westerly along said road to Wharncliffe Road South; thence southerly and southwesterly along said road to Wonderland Road South; thence southerly along said road to Highway 402; thence generally southwesterly along said highway to the westerly limit of said city;
- c. that part of the Municipality of Central Elgin lying northerly of John Wise Line;
- d. that part of the Municipality of Thames Centre lying southerly of Highway 401 (Macdonald-Cartier Freeway) and westerly of Westchester Bourne; and
- e. that part of the Township of Southwold lying easterly of Sunset Road.

**London Northeast –Proposal– Ontario**  
**•(Population: 123,241)**

Consists of:

- a. that part of the City of London lying northerly and easterly of a line described as follows: commencing at the intersection of the northerly limit of said city and Adelaide Street North; thence southeasterly along said street to the Canadian National Railway; thence easterly along said railway to Highbury Avenue North; thence southeasterly along said avenue to the Thames River; thence generally easterly along said river to the easterly limit of said city;
- b. that part of the Municipality of Thames Centre lying northerly of Highway 401 (Macdonald-Cartier Freeway) and southerly of a line described as follows: commencing at the intersection of the westerly limit of said municipality and Thorndale Road; thence northeasterly along said road to Nissouri Road; thence northwesterly along said road to approximate latitude  $43^{\circ}06'21''\text{N}$  and longitude  $81^{\circ}09'32''\text{W}$ ; thence northeasterly in a straight line to Fairview Road at approximate latitude  $43^{\circ}06'39''\text{N}$  and longitude  $81^{\circ}08'35''\text{W}$ ; thence southeasterly along said road to Thorndale Road; thence northeasterly along said road to the easterly limit of said municipality;
- c. that part of the Township of Zorra lying southerly and westerly of a line described as follows: commencing at the intersection of the westerly limit of said township and Road 84; thence northeasterly along said road to 23rd Line; thence southeasterly along said line to Road 74; thence easterly along said road to 23rd Line; thence southeasterly along said line to Road 68; thence southwesterly along said road to 21st Line; thence southeasterly along said line to Road 60; thence southeasterly in a straight line to the southerly limit of said township at approximate latitude  $43^{\circ}00'34''\text{N}$  and longitude  $80^{\circ}56'49''\text{W}$ .



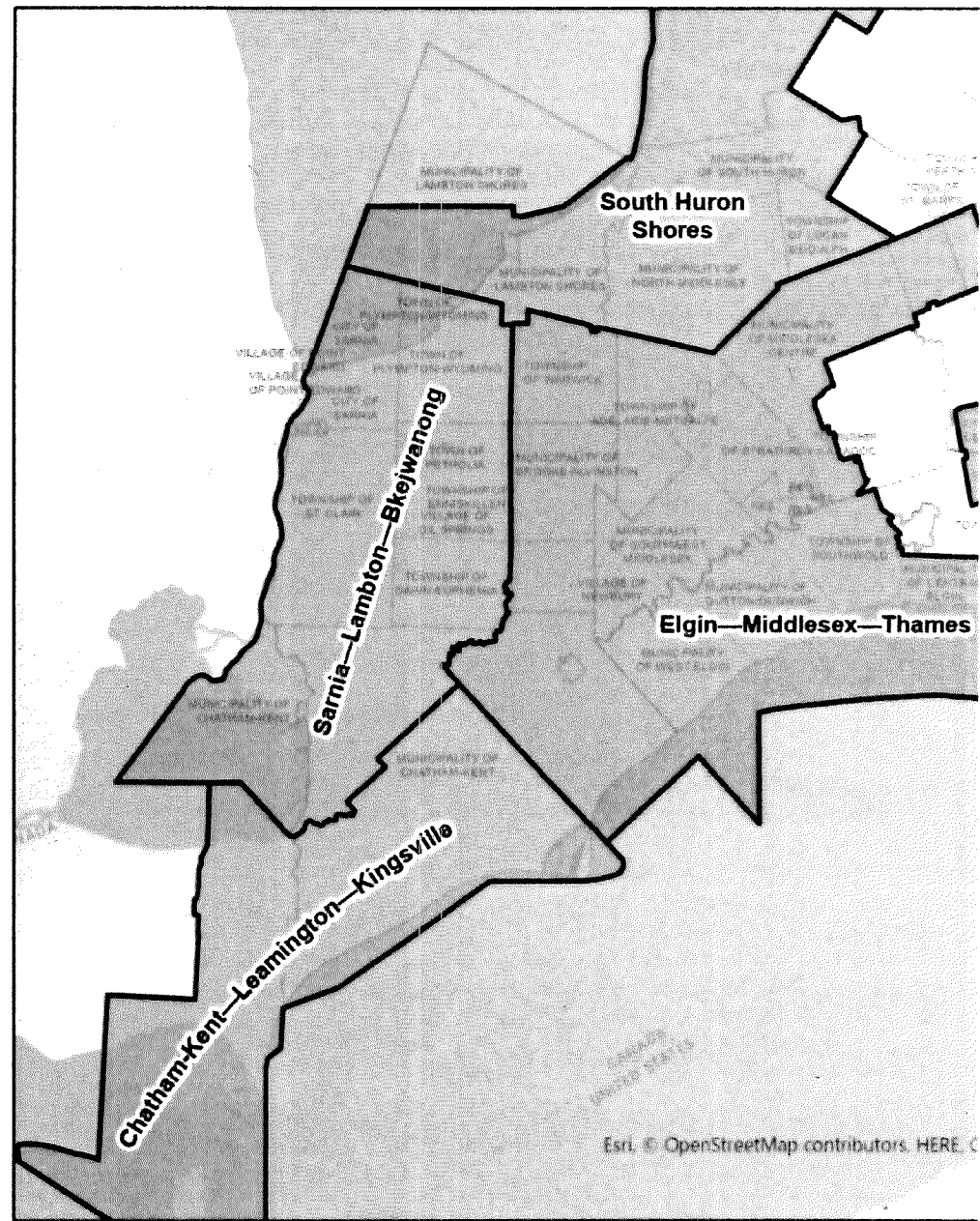
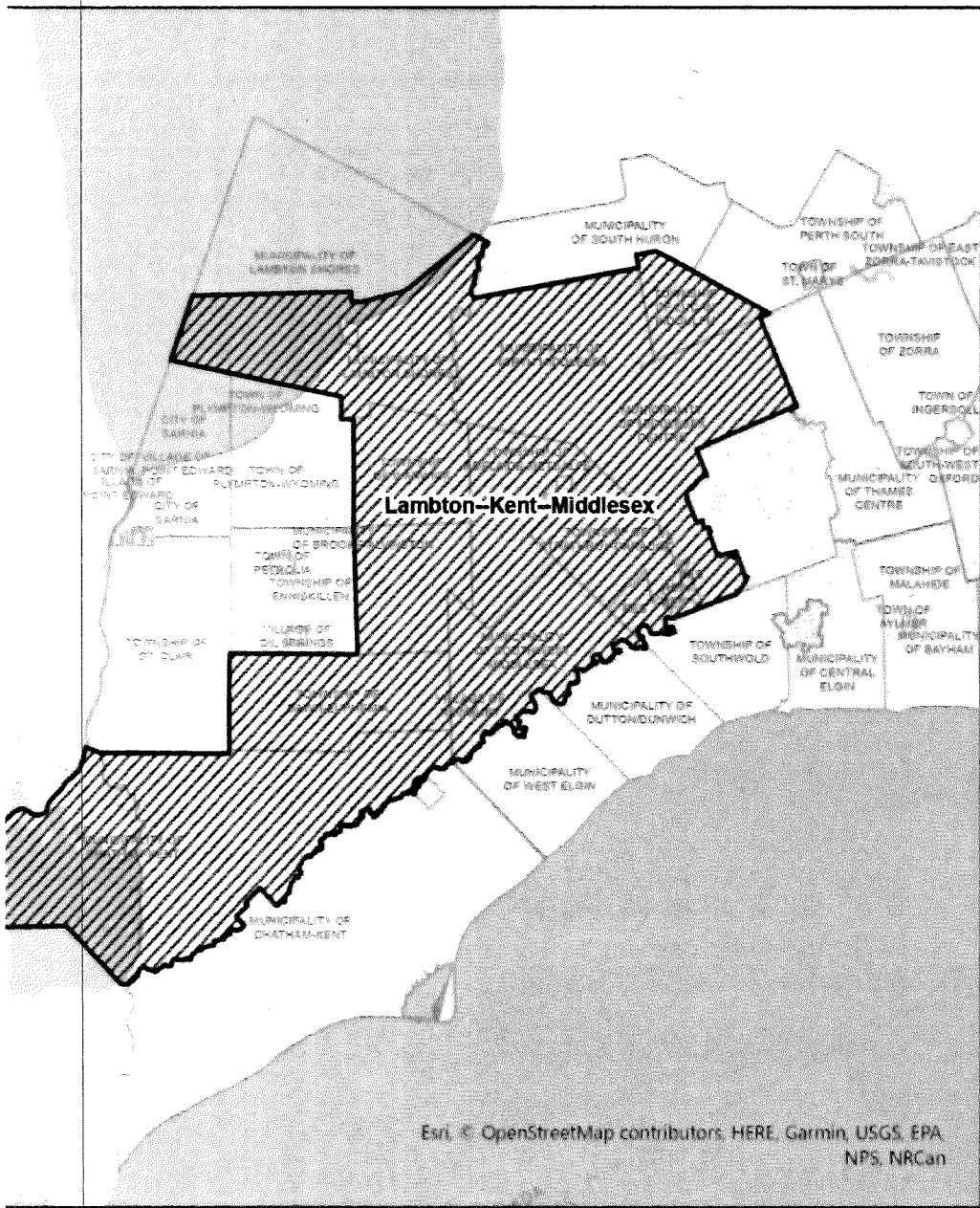
Existing Redistribution of Federal Electoral Districts - 3557sq/km

Proposed Redistribution of Federal Electoral Districts - 6262sq/km



Kilometre

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Esri, © OpenStreetMap contributors, HERE, C



Existing Redistribution of Federal Electoral Districts



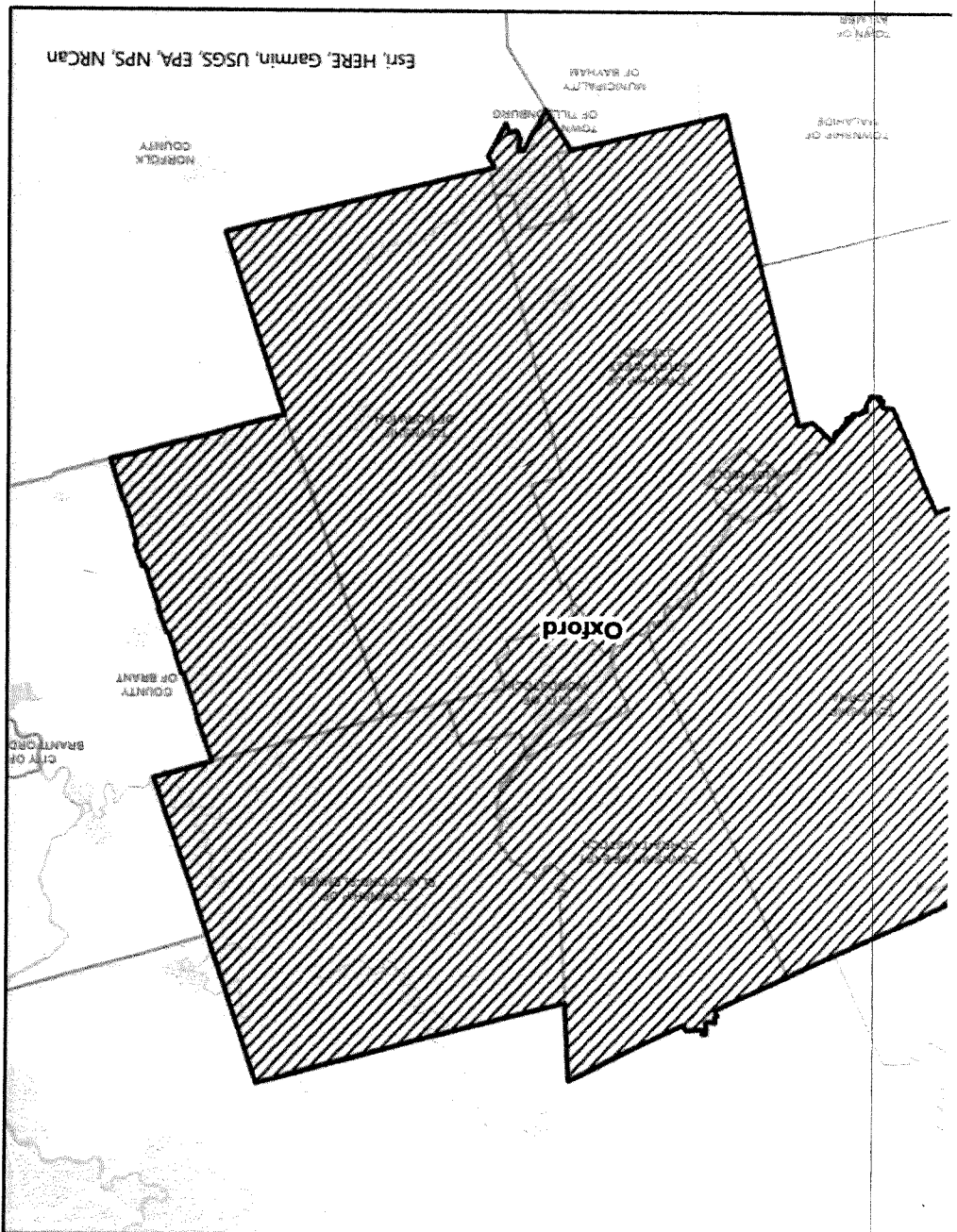
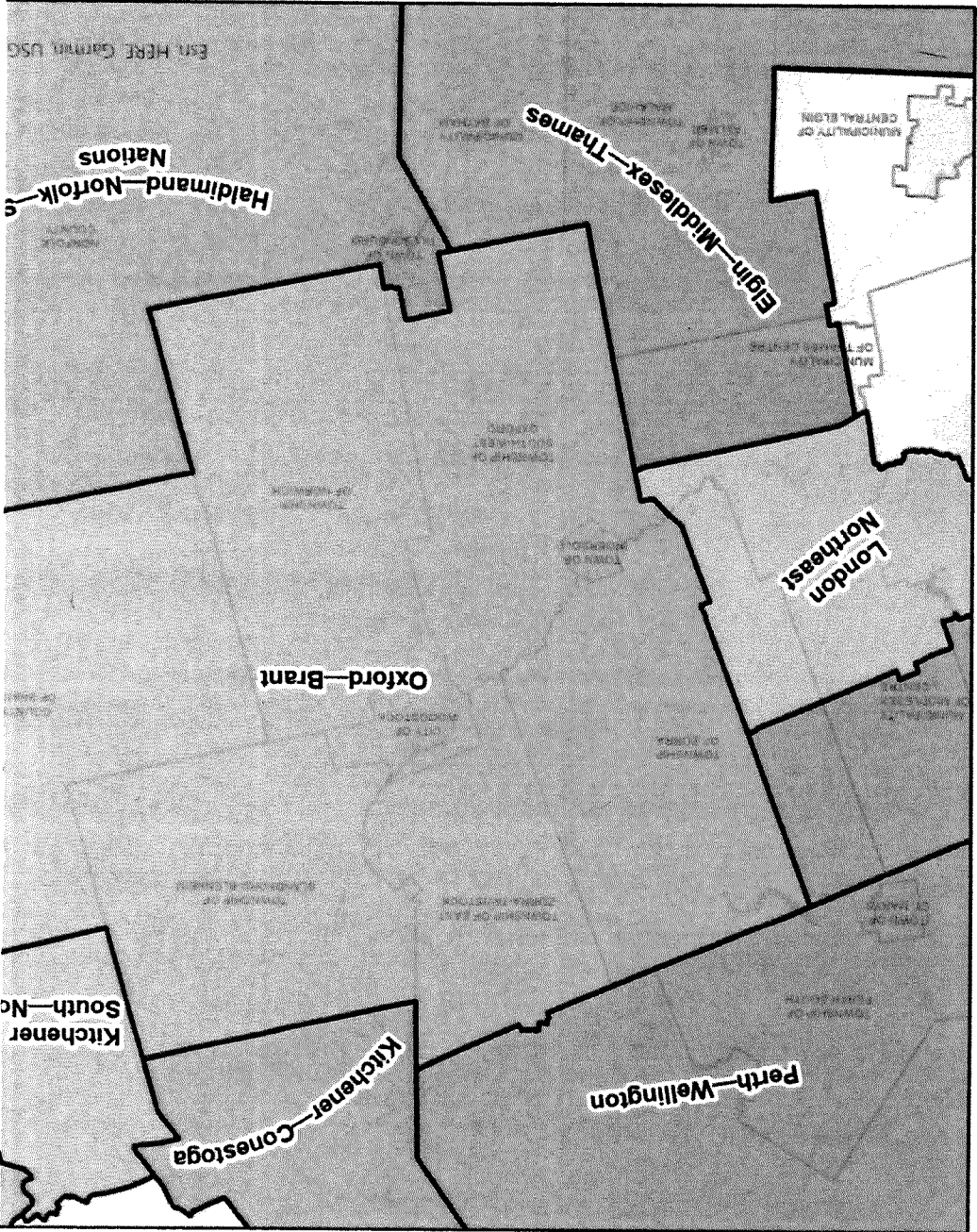
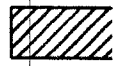
Proposed Redistribution of Federal Electoral Districts



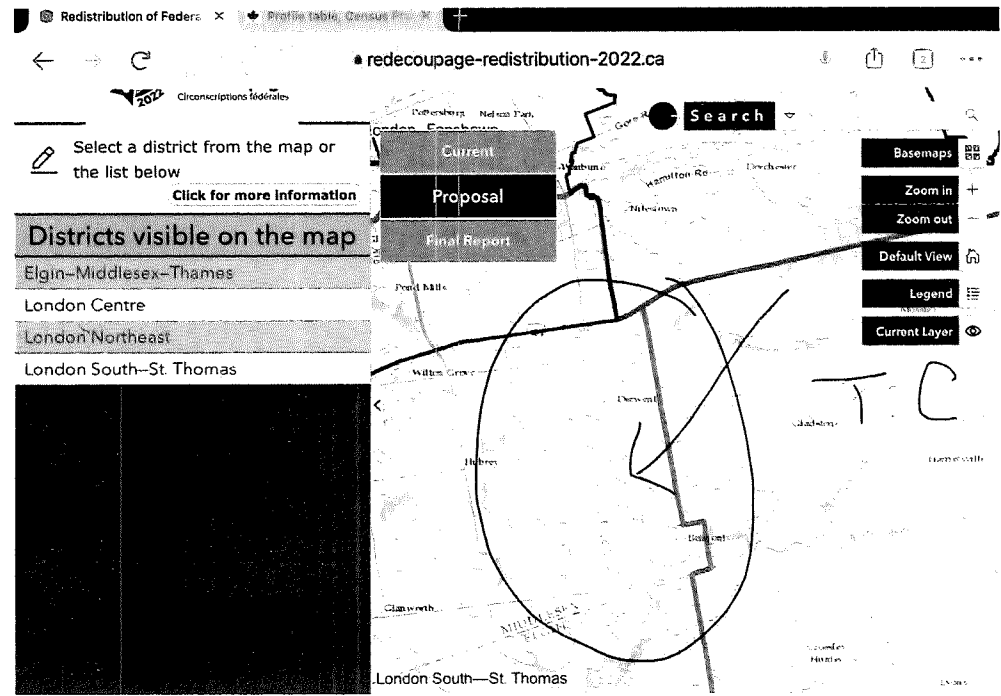
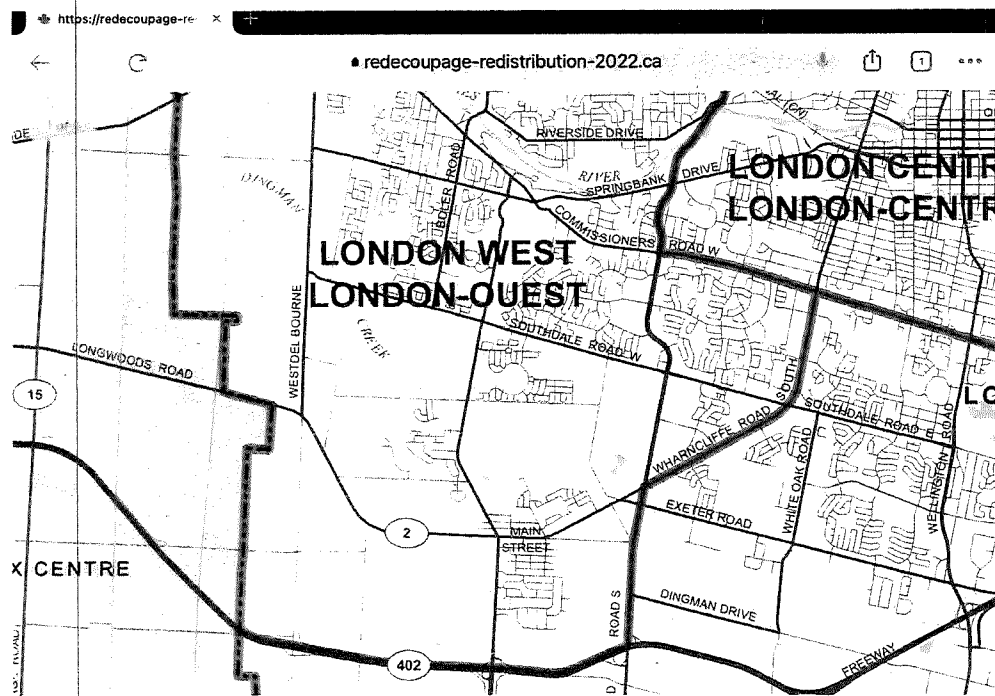
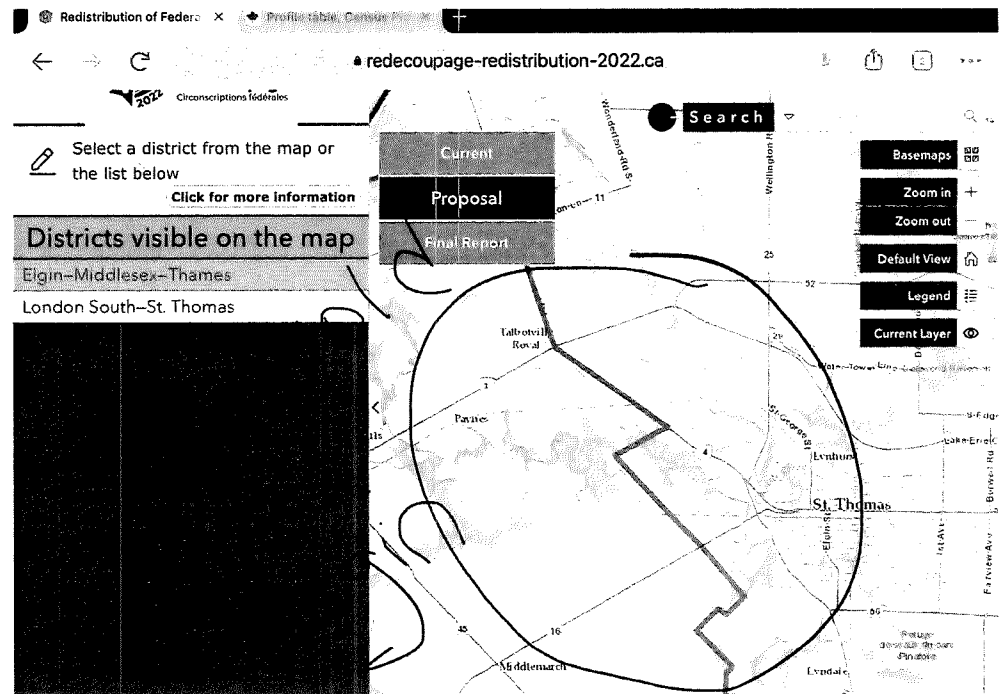
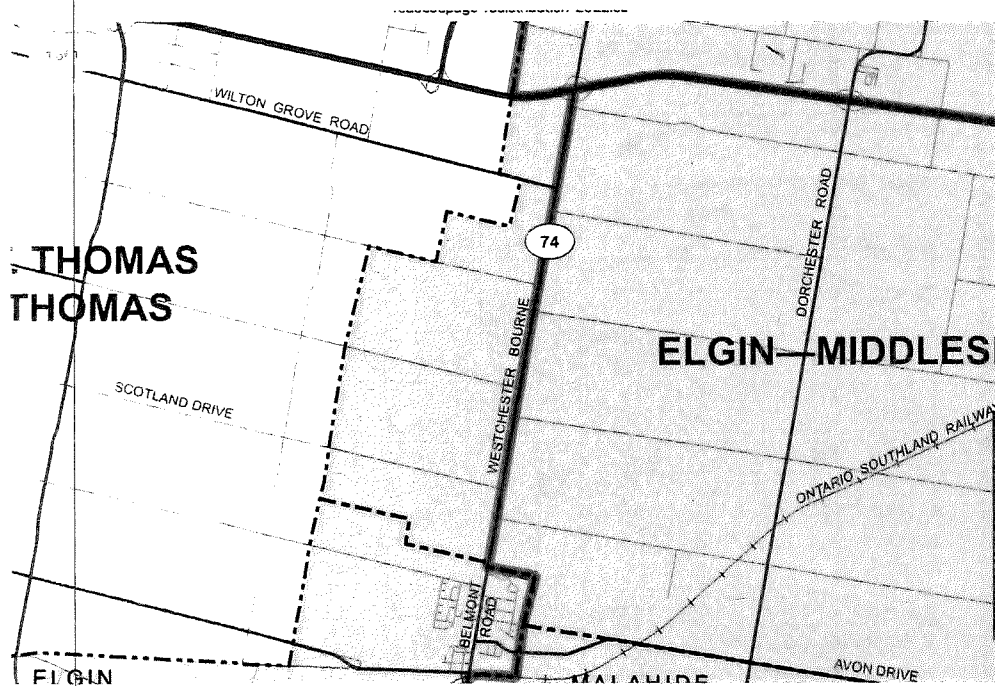
Proposed Redistribution of Federal Electoral Dist



Existing Redistribution of Federal Electoral Districts







**Key Changes include:**

- St. Thomas is part of London South and incorporates parts of Central Elgin and Southwold (check on Malahide)
- Central Elgin is divided at Hwy 45 and is part of Elgin-Middlesex-Thames and London South-St. Thomas
- Thames Centre is divided- Dorchester and Thorndale proper are removed and become part of London East; Thames Centre south of south of HWY 401 and north of Thorndale proper remain with Elgin County as part of Elgin-Middlesex-Thames (EMT)
- Strathroy becomes the largest centre in EMT
- London West's new borders takes in the portion of London currently in EML.
- London South-St. Thomas's north border is Commissioners Rd London

My key concerns include economic development, healthcare, social services, and the not-for-profit sectors that work together in our communities and the division of these services. I recognize the importance of the local constituency office for our community. I am concerned that the new boundaries will have negative impact on the delivery of services specifically to those living in Elgin-Middlesex-Thames.

*The goal of the Election Commission is to have riding approximately 116,000=*

Goal- to keep the City of St. Thomas with the County of Elgin and the historical neighbour of Thames Centre from Middlesex-County

Proposed Changes

## **County of Elgin + City of St. Thomas + Thames Centre + Township of Zorra**

Zorra was split 3 ways and this provides Zorra, a township similar to characteristics of Thorndale, with 1 MP.

Removing Thames Centre from Middlesex reduces the population of Middlesex County/London from 500563 to 486583 and allows London to have 3 Members to represent the City of London and 1 Member to represent 50/50 realigning services from different service centres back to their community.

**Solutions to ridings impacted to re-establish Elgin/St. Thomas/Thames Centre**

City of London- 4 Members of Parliament

- London 122,000
- London 122,000
- London 122,000
- London-Middlesex 115,000

London-Middlesex

- Middlesex Centre
- Strathroy Caradoc
- Adelaide Metcalfe
- Lucan Biddulph
- North Middlesex
- Reserves in Middlesex
- City of London (57,000)

Impacts of these changes to surrounding ridings

- Portions of Lambton redistributed
  - Dawn of Euphemia (1968)
  - Brooke-Alvinston (2359)
  - Warwick (3641)
    - Will need to be redistributed
    - 7968
- Portions of Middlesex allocated to South Huron Shores returned
  - Lucan Biddulph (5680)
  - North Middlesex (6307)
    - Reduces South Huron Shores population by 11987
- Ridgetown
  - Returned to Kent County (2797)
- Zorra (8626)
  - Portions removed from London East/Oxford
- London East
  - London Urban
  - Removal of Thames Centre eastbound

## How to Participate

Virtual Meeting- Tuesday, September 27 6:30pm

Public Meeting- Friday, October 28 6:30pm

Ivey Spencer Leadership Centre

[https://redecoupage-redistribution-2022.ca/com/on/phrg/form/index\\_e.aspx](https://redecoupage-redistribution-2022.ca/com/on/phrg/form/index_e.aspx)

If you wish to make a representation at a hearing, you must complete a Public Hearing Participation Form. The Commission has set **September 25, 2022** as the date by which the Public Participation Hearing Form is to be filed.

A submission may be made in writing as an alternative to appearing at an in-person or virtual hearing.

Should you wish to send comments and feedback to the Commission, without attending a public hearing, you can do so by mail or email, or by using the Interactive Mapping Tool.

## **Public Hearing Participation Form**

The Public Hearing Participation Form, or alternatively written submissions (for those who only wish to make a submission in writing), may be filed by email or by mail to:

ON@redecoupage-federal-redistribution.ca  
Ms. Paula Puddy  
Commission Secretary  
Federal Electoral Boundaries Commission for Ontario  
PO Box 37018 Southdale  
London, Ontario N6E 3T3

In the interest of transparency, the Commission will make public all written submissions that it receives in response to the proposed redistribution plan. These will be published on the Commission's website and will include the person's name and the date of the submission. The home address of those making written submissions will not be shared.

Steps	Summary and References to the EBRA	EBRA Deadline
4. Publication of commission proposals	<p>(section 19) Each commission develops a boundary proposal for its province. It is published in the Canada Gazette and at least one newspaper of general circulation and includes the time and place of public hearings.</p> <p>(An Act to amend the Constitution Act, 1867 (electoral representation)) Parliament amended the Representation Formula on June 23, 2022, and Quebec now has 78 MPs instead of 77 MPs. The legislation resets the starting point of the 10-month deadline for Quebec's commission to complete their report to July 9, 2022 on which the new calculation of the CEO is published in the <i>Canada Gazette</i>.</p>	As soon as possible following receipt of census population data (step 3)
5. Public hearings	(section 19) Each commission must hold at least one public hearing.	At least 30 days after the publication of its proposal
	(section 19) Members of the public notify the commission if they want to make a presentation at a public hearing. Members of Parliament (MPs) may also make presentations at these hearings.	Within 23 days after the publication of proposals
6. Completion of the report	<p>(section 20) Each commission finalizes its report on the new electoral districts.</p> <p>(section 21) The report is sent to the Speaker of the House of Commons through the CEO, where it is tabled and referred to a designated</p>	No later than 10 months after receipt of the census population data (step 3)

	<p>parliamentary committee (The House of Commons Standing Committee on Procedure and House Affairs).</p> <p>Note: If Parliament is not in session when the Speaker receives the report, the Speaker is required to publish the report in the <i>Canada Gazette</i> and send it by mail to each member of the House of Commons for that province.</p>	<p><i>The CEO may grant up to a two-month extension.</i></p>
7. Objections from MPs	<p>(section 22) MPs file written objections to a report with the designated parliamentary committee. Objections must be signed by at least 10 MPs.</p>	<p>Within 30 days after referral to the committee or 30 days after publication in the <i>Canada Gazette</i></p>
	<p>(section 22) The designated committee considers the objections. The report is then returned to the commission through the Speaker of the House of Commons and then to the CEO, with a copy of the objections and the minutes of the committee.</p>	<p>Within 30 days (when Parliament is sitting) after expiration of the date for objections</p> <p><i>The committee may request more time.</i></p>
8. Commissions consider objections	<p>(section 23) The commission considers and disposes of the objections and submits its final report to the Speaker of the House of Commons through the CEO.</p>	<p>Within 30 days of receipt of objections</p>



9. Representation Order	<p>(section 24) The CEO drafts the Representation Order, which describes the electoral districts established by the commissions, and sends it to the Minister responsible for the <i>EBRA</i>.</p> <p>However, the <i>Act to amend the Constitution Act, 1867 (electoral representation)</i> requires two <i>Representation Orders</i> for this round of redistribution in the 2020s: one for Quebec and one for the other nine provinces. These orders would not necessarily be drafted at the same time, in light of the additional time given to Quebec's commission to complete its report.</p>	None	
	(section 25) The new <i>Representation Order</i> is declared to be in force by proclamation of the Governor-in-Council.	Within five days of receipt of the representation order by the Minister responsible for <b>EBRA</b>	
	(section 26) The representation order and the proclamation are published in the <i>Canada Gazette</i> .	No later than five days after the issue of the proclamation	

## PETITION TO THE FEDERAL ELECTORAL BOUNDARIES COMMISSION FOR ONTARIO

### WHEREAS,

- The Constitution of Canada requires that federal electoral districts be reviewed after each decennial (10-year) census to reflect changes and movements in Canada's population. The current federal redistribution process began in October 2021. It is led by independent commissions working separately in each province to establish electoral boundaries. The Chief Electoral Officer is tasked with applying the representation formula found in the Constitution to determine the new allocation of seats. Elections Canada is also responsible for providing administrative and technical support to the commissions.

### WE, THE UNDERSIGNED CITIZENS, AND RESIDENTS OF ONTARIO, CALL UPON THE FEDERAL ELECTORAL BOUNDARIES COMMISSION FOR ONTARIO

### TO,

- Keep the riding of Elgin-Middlesex-London as status quo in Federal Electoral Boundaries Redistribution 2025

<b>SIGNATURES</b> (Ontario residents) <i>Please sign your name, do not print</i>	<b>ADDRESSES</b> (Postal code or Municipality)
1.	
2.	
3.	
4.	
5.	
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9.	
10.	

## PETITION TO THE FEDERAL ELECTORAL BOUNDARIES COMMISSION FOR ONTARIO

### WHEREAS,

- The Constitution of Canada requires that federal electoral districts be reviewed after each decennial (10-year) census to reflect changes and movements in Canada's population. The current federal redistribution process began in October 2021. It is led by independent commissions working separately in each province to establish electoral boundaries. The Chief Electoral Officer is tasked with applying the representation formula found in the Constitution to determine the new allocation of seats. Elections Canada is also responsible for providing administrative and technical support to the commissions.

### WE, THE UNDERSIGNED CITIZENS, AND RESIDENTS OF ONTARIO, CALL UPON THE FEDERAL ELECTORAL BOUNDARIES COMMISSION FOR ONTARIO

### TO,

- Keep the of City of St. Thomas and the County of Elgin together as one community in the Federal Electoral Districts Redistribution 2022

<b>SIGNATURES</b> (Ontario residents) <i>Please sign your name, do not print</i>	<b>ADDRESSES</b> (Postal code or Municipality)
1.	
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## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2022-09-22  
**Subject:** Library Lease Renewal

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### **Recommendation:**

That West Elgin Council hereby receives the report from Magda Badura, CAO/Treasurer re: Library Lease Renewal; and

That West Elgin Council hereby approves the Rodney Library Lease Agreement and the West Lorne Library Lease Agreement; and further

That West Elgin Council hereby approves the Mayor and CAO/Treasurer to sign the lease agreements approved above.

### **Purpose:**

The purpose of this report is to provide Council with the new Elgin County Standardized Lease Agreement for Libraries and to obtain Council approval for signing these agreements.

### **Background:**

In March of 2022 a report was brought forward to Council (report number 2022-11 Administration and Finance) indicating that the County of Elgin was in the process of standardizing their lease agreements and payments across the county for Library leases.

Attached are the new standardized agreements from the County for the Rodney and West Lorne Libraries.

### **Financial Implications:**

The new agreement also comes with a lease income to be calculated at \$1.72 per square foot.

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 207 Furnival Road, Rodney, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the Rodney Library; and
- E. The Lessor has agreed to lease the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

#### **Definitions**

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately one-thousand, one-hundred and twenty-eight (1,428) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

#### **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

#### **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

#### **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of TWENTY-FOUR THOUSAND, TWO HUNDRED AND SEVENTY-SIX DOLLARS (\$24,276.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.
9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being SIX THOUSAND AND SIXTY-NINE DOLLARS (\$6,069.00), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>,



September 30<sup>th</sup> and December 31<sup>st</sup> in each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.

10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:
- a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
  - b. To use the Leased Premises only for the purpose of Library Services;
  - c. To use the Leased premises in a good and tenant-like manner;
  - d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
  - e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
  - f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
  - g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
  - h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
  - i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
  - j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
  - k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
  - l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
  - m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;
  - n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.

- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:

- a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.
- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;

- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";
- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;

- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

#### **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

- 13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.
- 14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
- 15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.

16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin,

as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

#### **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

#### **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.
25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

#### **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.

29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Municipality of West Elgin



22413 Hoskins Line  
PO Box 490  
Rodney, ON, N0L 2C0  
Attn: Chief Administrative Officer

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.
38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

Date: \_\_\_\_\_

) Corporation of the County of Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Warden

)

)

)

) per: \_\_\_\_\_

) Name: Julie Gonyou

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

Date: \_\_\_\_\_

) The Corporation of the Municipality of

) West Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Mayor

)

)

)

) per: \_\_\_\_\_

) Name: Magda Badura

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

**SCHEDULE "A"**

**RODNEY LIBRARY LEASE AGREEMENT**

Part of Lot 10, Plan 82, more particularly described as Parts 1 and 2 on Registered Plan 11R5395,  
Municipality of West Elgin, County of Elgin

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Weekly
2	Wash tile floors and dust all entrances, exits and storage rooms.	Weekly
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Weekly
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Weekly
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Weekly
11	Empty wastepaper and recycling baskets	Weekly
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 160A Main Street, West Lorne, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the West Lorne Library as part of the West Elgin Community Complex; and
- E. The Lessor has agreed to lease a portion of the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

### Definitions

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately one-thousand, seven-hundred and ninety-three (1,793) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

#### **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

#### **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

#### **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of THIRTY THOUSAND, FOUR HUNDRED AND EIGHTY-ONE DOLLARS (\$30,481.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.
9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being SEVEN THOUSAND, SIX HUNDRED AND TWENTY DOLLARS AND TWENTY-FIVE CENTS (\$7,620.25), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> in



each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.

10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:

- a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
- b. To use the Leased Premises only for the purpose of Library Services;
- c. To use the Leased premises in a good and tenant-like manner;
- d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
- e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
- f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
- g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
- i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
- j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
- k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
- l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
- m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;
- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.

- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:

- a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.
- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;

- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";
- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;

- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

#### **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

- 13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.
- 14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
- 15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.

16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin,

as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

#### **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

#### **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.
25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

#### **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.

29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Municipality of West Elgin

22413 Hoskins Line  
PO Box 490  
Rodney, ON, N0L 2C0  
Attn: Chief Administrative Officer

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.
38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.



IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

Date: \_\_\_\_\_

) Corporation of the County of Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Warden

)

)

)

) per: \_\_\_\_\_

) Name: Julie Gonyou

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

Date: \_\_\_\_\_

) The Corporation of the Municipality of

) West Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Mayor

)

)

)

) per: \_\_\_\_\_

) Name: Magda Badura

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

**SCHEDULE "A"**

**WEST LORNE LIBRARY LEASE AGREEMENT**

Part of Lot 11, Plan 107, Municipality of West Elgin, County of Elgin

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Weekly
2	Wash tile floors and dust all entrances, exits and storage rooms.	Weekly
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Weekly
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Weekly
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Weekly
11	Empty wastepaper and recycling baskets	Weely
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.



# **Municipality of West Elgin**

## **Minutes**

### **West Elgin Community Centre Board of Management**

**June 8, 2022, 9:00 a.m.**

**West Elgin Community Complex - Hybrid Meeting**

**160 Main Street**

**West Lorne**

**Electronic Hybrid Meeting**

**Present:**  
**Duncan McPhail**  
**Ken Loveland**  
**Jim Hathaway**  
**Terry Weed**

**Staff Present:**  
**M. Badura, Treasurer**  
**J. Nethercott, Clerk**  
**Heather Bouw**  
**Lee Gosnell, Manager of Operations and Community Services**  
**Emily Jocius**  
**Adam Ecker, Recreation Supervisor**

**1. Call to Order**

Chair K. Loveland called the meeting to order at 9:04 a.m.

**2. Adoption of Agenda**

**Moved: Jim Hathaway**

**Seconded: Terry Weed**

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

**Carried**

**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Minutes**

**Moved: Ken Loveland**

**Seconded: Jim Hathaway**

That West Elgin Community Centre Board of Management Committee adopt the minutes of April 13, 2022 as circulated and printed.

**Carried**

**5. Business Arising from Minutes**

No business arising from the minutes.

**6. Financials**

**Moved: Terry Weed**

**Seconded: Jim Hathaway**

That the West Elgin Community Centre Board of Management hereby receives the financials as of May 31, 2022.

**Carried**

**7. Staff Reports**

**7.1 Ice allocation 2022-2023 season**

Emily Jocius, Operations and Community Services Coordinator provide the West Elgin Community Centre Board of Management with information on the report of ice allocation and why the date was required. The board agreed that the date of July 15 each calendar year will provide the seasonal users with enough time to provide their required ice allocation for the year. Jim Hathaway, West Elgin Skate Club representative gave a verbal ice allocation of Monday and Wednesday's.

**Moved: Terry Weed**

**Seconded: Jim Hathaway**

That West Elgin Community Centre Board of Management hereby receives the report from Emily Jocius Operations and Community Services Coordinator.

That the West Elgin Community Centre Board of Management hereby amends the Seasonal Ice User Policy adding the following section under Ice Allocation Policy:

“Seasonal Allocation Requests Due Dates

All Seasonal Users must submit requested time blocks for the upcoming season no later than July 15 of any calendar year.”

**Carried**

## **8. New Business**

Each representative provided an update based on their respective organization.

The West Elgin Skate Club will have more information on what the organization will look like after the Annual General Meeting. They have two person interested in running the skate club this upcoming year and the current members will provide guidance and assistance to the new members.

West Lorne Minor Hockey has their registration open. Due to the current number of registration they are looking more at the projected ice allocation submitted to the municipality. West Lorne Minor Hockey would like to post a code of conduct upon entrance to the arena to remind all persons accessing the facility of rules and regulations to follow and respect while in the facility. Terry Weed will be sending the information to the municipality to review. The board agreed that the code of conduct should be generalized and encompass all persons entering the facility not one specific user group. Minor Hockey is also looking at the banner hanging in the arena. Adam Ecker, Parks and Recreation Supervisor has been in contact with a local company to create a prototype to hang the banners as all banners will need to be presented not just one years success. Additional information will be presented to the board once the information on prototype is received.

Lee Gosnell, Manager of Operations and Community Services spoke on the capital work and staff is securing prices and complete information will be presented to the board.

**9. Adjournment**

**Moved: Terry Weed**

**Seconded: Jim Hathaway**

That the West Elgin Community Centre Board of Management hereby adjourn at 9:18 a.m. to meet again on August 10, 2022 at 9:00 a.m. or at the call of the chair.

**Carried**

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Ken Loveland, Chair

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Emily Jocius, Recording Secretary



# **Municipality of West Elgin**

## **Minutes**

### **West Elgin Community Centre Board of Management**

**August 24, 2022, 9:00 a.m.**

**West Elgin Community Complex - Hybrid Meeting**

**160 Main Street**

**West Lorne**

**Electronic Hybrid Meeting**

**Present:** Ken Loveland  
Jim Hathaway  
Terry Weed

**Regrets:** Duncan McPhail

**Staff Present:** Lee Gosnell, Manager of Operations and Community  
Services  
Adam Ecker, Recreation Supervisor  
Brittany Jessome

**1. Call to Order**

Chair K. Loveland called the meeting to order at 9:01 a.m.

**2. Adoption of Agenda**

**Moved: Jim Hathaway**

**Seconded: Terry Weed**

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

**Carried**



**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Minutes**

**Moved: Jim Hathaway**

**Seconded: Terry Weed**

That West Elgin Community Centre Board of Management Committee adopt the minutes of June 8, 2022 as circulated and printed.

**Carried**

**5. Business Arising from Minutes**

None

**6. Financials**

**Moved: Terry Weed**

**Seconded: Jim Hathaway**

That West Elgin Community Centre Board of Management hereby receives the financials as of July 31, 2022

**Carried**

**7. Staff Reports**

**7.1 Arena Advertising**

Board of Management received the report from Lee Gosnell stating that at this time advertising signs have all been invoiced and it is believed that only 1 empty space will be available for 2022/23 season.

**7.2 2022 Capital Projects**

Concerns were raised about the newer style of soffit being installed and the reasons for the different style to ensure that all opening will be covered. Manager of Operations & Community Services stated that staff will ensure that all opening are covered.

**Moved: Jim Hathaway**  
**Seconded: Terry Weed**

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

That the West Elgin Community Centre Board of Management accepts the roof painting quote submitted by HD Painting Ltd. in the amount of \$21,395.00 plus applicable taxes; And

That the West Elgin Community Centre Board of Management accepts the quote to install new eavestrough and downspout provided by Machado's General Contracting in the amount of \$15,300.00 plus applicable taxes; And

That the West Elgin Community Centre Board of Management approves the Manager of Operations & Community Services to enter into agreements with HD Painting Ltd. and Machado's General Contracting for the services approved above.

**Carried**

## **8. New Business**

Jim Hathaway provided an update on the West Lorne Skating Club. Mr. Hathaway stated that the majority of the board resigned, and a new board will be being formed at their up coming meeting in September. The club has sent out a request for expressions of interest in skating to see what their numbers will be. At this time the West Lorne Skating Club is not in a position to confirm ice rental requirements.

Terry Weed provided an update on the West Lorne Minor Hockey Association. At present there are 134 children registered for the 2022/2023 hockey season. Ice contracts have been signed and times allocated with Supervisor of Recreation. Minor Hockey Board has a sample Code of Conduct for Arena users that they would like to present at the next meeting for the Boards comments and approval.

Adam Ecker, Supervisor of Recreation stated that ice making will begin on September 6, 2022 with Drennan Refrigeration. Tentative schedule has been created, with the first ice allocations to begin the week of September 19th. Tentative schedule will see public skating on Saturdays at 1 pm. There is one new ice user for this season, Sundays from 5 pm to 7 pm. West Elgin Secondary

School has booked the ice 3 days a week and the current schedule has ice allocated until 10 pm most nights. Staff are working with the Elgin Middlesex Canucks Hockey Association on ice time requests, as at this time the only blocks open are shorter than they require. Mr. Ecker reported that the Hockey Banners are being re-designed and that is the reason there are no banners in the arena at this time.

**9. Adjournment**

**Moved: Terry Weed**

**Seconded: Jim Hathaway**

That the West Elgin Community Centre Board of Management hereby adjourn at 10:14 a.m. to meet again at 9:00 a.m. on September 14, 2022.

**Carried**

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Ken Loveland, Chair

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Brittany Jessome, Recording Secretary



# MUNICIPALITY OF **West Elgin**

## **The Corporation Of The Municipality Of West Elgin**

### **By-Law 2022-58**

#### **Being a By-Law to Appoint Community Emergency Management Coordinators (CEMC) for the Corporation of the Municipality of West Elgin**

**Whereas** pursuant to Section 2.1 (1) of the *Emergency Management and Civil Protection Act, R.S.O. 1990*, as amended, requires every municipality to develop and implement an Emergency Management Program; and

**Whereas** pursuant to Section 10 of Ontario Regulation 380/04 requires that every municipality shall designate an employee of the municipality or a member of the council as its emergency management program coordinator;

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

1. That Stephanie Cyros is hereby appointed Community Emergency Management Coordinator (CEMC) for the Corporation of the Municipality of West Elgin.
2. That Jeff McArthur, Fire Chief is appointed as an Alternate Community Emergency Management Coordinator for the Corporation of the Municipality of West Elgin.
3. That Lee Gosnell, Manager of Operations & Community Services is appointed as an Alternate Community Emergency Management Coordinator for the Corporation of the Municipality of West Elgin
4. That By-Law No. 2021-19 is hereby repealed.
5. That this by-law shall take effect upon the final reading thereof.

Read a first, second, and third time and finally passed this 22<sup>nd</sup> day of September, 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. 2022-59**

#### **Being A By-Law to provide for the McKenzie Drain – South Branch & St Thomas More Branch in the Municipality of West Elgin.**

**Whereas** the Council of the Municipality of West Elgin has procured a report under Section 78 of the *Drainage Act, R.S.O. 1990*, as amended, for the improvement of the McKenzie Drain – South Branch and St Thomas More Branch; and

**Whereas** the reported dated August 17, 2022 has been authored by J.M Spriet of Spriet Associates Engineers and Architects and the attached report forms part of this By-Law; and

**Whereas** the estimated total cost of the drainage work is \$122,200.00; and

**Whereas** the Council of The Corporation of the Municipality of West Elgin is of the opinion that the drainage of the area is desirable;

**Now Therefore** be it resolved that the Council of The Corporation of the Municipality of West Elgin pursuant to the *Drainage Act, R.S.O. 1990*, as amended, enacts as follows:

1. That the report dated August 17, 2022 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. That The Corporation of the Municipality of West Elgin may borrow on the credit of the Corporation the amount of \$122,200.00, being the amount necessary for the improvement of the drainage works. This project may be debentured.
3. The Corporation may issue debenture(s) for the amount borrowed less the total amount of:
  - a) grants received under Section 85 of the *Drainage Act*;
  - b) monies paid as allowances;
  - c) commuted payments made in respect of lands and roads assessed with the municipality;
  - d) money paid under subsection 61(3) of the *Drainage Act*; and
  - e) money assessed in and payable by another municipality.

4. Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of the sale of such debenture(s).
5. A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) and shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this By-Law.
6. All assessments of \$1,000.00 or less are payable in the first year in which assessments are imposed.
7. That this By-Law comes into force and effect upon the final reading thereof.

Read a first and second time and provisionally adopted this 22<sup>nd</sup> day of September, 2022

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk

Read for a third and final time this 20<sup>th</sup> day of October, 2022

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk

**McKENZIE DRAIN**  
**SOUTH BRANCH & ST. THOMAS MOORE BRANCH**  
**Municipality of West Elgin**



**SPRIET  
ASSOCIATES**  
ENGINEERS & ARCHITECTS  
155 York Street  
London, Ontario N6A 1A8  
Tel. (519) 672-4100  
Fax (519) 433-9351  
Email: [mail@spriet.on.ca](mailto:mail@spriet.on.ca)  
[www.spriet.on.ca](http://www.spriet.on.ca)

London, Ontario  
August 17, 2022

## **McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH**

### **Municipality of West Elgin**

To the Mayor and Council of  
the Municipality of West Elgin

Mayor and Council:

We are pleased to present our report on the reconstruction of the South Branch and the St. Thomas Moore Branch of the McKenzie Municipal Drain serving parts of Lots 6 and 7, Concession 7 in the Municipality of West Elgin. The total watershed area contains approximately 4.3 hectares.

### **AUTHORIZATION**

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

### **HISTORY**

The McKenzie Drain was last reconstructed pursuant to a report submitted by J.M. Spriet, P. Eng. dated February 26, 2010, and consisted of the reconstruction of the McKenzie Drain from its outlet at the Wismer Drain to its head where it connects to the Lusty Drain. The report also called for the replacement of the St. Thomas Moore Branch and the construction of Branch 'A' and Branch 'B' drains. In total, the report called for the installation of 1,097 lineal meters of 250mm to 750mm diameter concrete field tile and sewer pipe.

### **EXISTING DRAINAGE CONDITIONS**

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

- that the landowners, 1050165 Ontario Inc. (Roll No. 20-144), indicated their intention to sever residential lots from their lands along Furnival Road
- that, further to the above, they required the relocation of two branches of the McKenzie Drain to accommodate the current and possible future severances. The current severances have a condition which requires each lot to have a legal outlet





## EXISTING DRAINAGE CONDITIONS (cont'd)

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

- that the South Branch and the St. Thomas Moore Branch will need to be relocated and extended to service the proposed and possible future severances
- that, due to the recent reconstruction of Furnival Road, the watershed area for the St. Thomas Moore Branch has changed with the lands in Lot 7, being the former school grounds, as well as a portion of the road, no longer are tributary to it

Preliminary design, cost estimates and assessments were prepared, and an informal consultation was held to review the findings and preliminary proposals. Further input and requests were provided by the affected owners at that time and at later dates. Based on the proposed design it was decided to proceed with the request.

## DESIGN CONSIDERATIONS

The Drainage Coefficient method contained in the "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Rural Affairs (OMAFRA) is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 38mm per 24 hrs.

We would like to point out that there have been indications of sandy soil conditions. It should be noted that no formal soil investigation has been made, with this information being provided by the owners.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFRA Publication 852.

## RECOMMENDATIONS

We are therefore recommending the following:

- that the South Branch Drain be reconstructed and now include a Branch 'C', commencing at the Main Drain and travel east and north along the limits of the lots to provide the upstream lands with an outlet, and each lot with a legal outlet
- that the St. Thomas Moore Branch Drain be reconstructed and now include a Branch 'D', commencing at the Main Drain and travel east and north along the limits of each lot to provide the upstream lands with an outlet and each possible future lot with a legal outlet
- that catchbasins be installed along the course of the drain to alleviate surface flows and ponding



**RECOMMENDATIONS (cont'd)**

- that the lot grading plan be required for each lot and that it be created in accordance with the noted grading directions as shown on Drawing 2
- that no direct connection between any weeping tiles, floor drains, and the proposed drain be permitted. All connections must be indirect via a sump pump and check valve

**ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES**

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

**SUMMARY OF PROPOSED WORK**

The proposed work consists of approximately 717 lineal meters of 200mm to 250mm (10") diameter HDPE sewer pipe, including related appurtenances.

**SCHEDULES**

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

Schedule 'A' - Allowances. In accordance with Section 29 of the Drainage Act, allowances are provided for right-of-way along the route of the drain as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$122,200.00. This estimate includes engineering and administrative costs associated with this project.

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

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

Drawing No.'s 1 and 2, Job No. 221131, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.



## ALLOWANCES

**RIGHT-OF-WAY** Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amounts granted are based on \$6,670.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

## ASSESSMENT DEFINITIONS

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

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

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

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

## ASSESSMENT

A modified "Todgham Method" was used to calculate the assessments shown on Schedule 'D'- Assessment for Maintenance. This entailed breaking down the costs of the drain into sections along its route.

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



**ASSESSMENT** (cont'd)

The actual cost of the work involving this report is to be assessed as shown in Schedule 'C' - Assessment for Construction.

**MAINTENANCE**

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

After completion, the South Branch, Branch 'C', the St. Thomas Moore Branch, and Branch D of the McKenzie Drain shall be maintained by the Municipality of West Elgin at the expense of all upstream lands and roads assessed in Schedule 'D' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Repairs or improvements to any road culvert or sub-surface road crossing required by the performance of this work and for future repair and/or replacement, shall be the responsibility of the applicable Road Authority, entirely at their cost.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

JMS:bv



J.M. Spriet, P.Eng.



## SCHEDULE 'A' - ALLOWANCES

## McKENZIE DRAIN - SOUTH BRANCH &amp; ST. THOMAS MOORE BRANCH

## Municipality of West Elgin

In accordance with Section 29 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CONCESSION	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	TOTALS
<b>SOUTH BRANCH</b>				
7	Pt. 6	20-144 (1050165 Ontario Inc.)	\$ 1,010.00	\$ 1,010.00
7	Pt. 6	20-144-01 (Part 1)	10.00	10.00
7	Pt. 6	20-144-02 (Part 2)	230.00	230.00
7	Pt. 6	20-144-03 (Part 3)	230.00	230.00
7	Pt. 6	20-144-04 (Part 4)	230.00	230.00
Total Allowances			\$ 1,710.00	\$ 1,710.00

**TOTAL ALLOWANCES ON THE SOUTH BRANCH \$ 1,710.00**

## BRANCH "C"

7	Pt. 6	20-144 (1050165 Ontario Inc)	\$ 410.00	\$ 410.00
7	Pt. 6	20-144-01 (Part 1)	10.00	10.00
7	Pt. 6	20-144-02 (Part 2)	230.00	230.00
7	Pt. 6	20-144-03 (Part 3)	230.00	230.00
7	Pt. 6	20-144-04 (Part 4)	230.00	230.00
Total Allowances			\$ 1,110.00	\$ 1,110.00

**TOTAL ALLOWANCES ON BRANCH "C" \$ 1,110.00**

## ST. THOMAS MOORE BRANCH

7	Pt. 6	20-144 (1050165 Ontario Inc)	\$ 950.00	\$ 950.00
Total Allowances			\$ 950.00	\$ 950.00

**TOTAL ALLOWANCES ON THE ST. THOMAS MOORE BRANCH \$ 950.00**

## SCHEDULE 'A' - ALLOWANCES (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH**  
**Municipality of West Elgin**
**BRANCH "D"**

7	Pt.	6	20-144 (1050165 Ontario Inc)	\$	950.00	\$	950.00
				=====			
Total Allowances				\$	950.00	\$	950.00
				=====			

**TOTAL ALLOWANCES ON BRANCH "D"      \$      950.00**

**TOTAL ALLOWANCES ON THE McKENZIE DRAIN - SOUTH BRANCH  
& ST. THOMAS MOORE BRANCH      \$      4,720.00**

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH****Municipality of West Elgin**

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

**SOUTH BRANCH**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

223 meters of 200mm dia. H.D.P.E. Pipe	\$ 9,500.00
33 meters of 250mm dia. H.D.P.E. Pipe	\$ 1,500.00
Supply of the above listed pipe	\$ 6,500.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 256m)

\$ 1,500.00

Supply and install two 600mm x 600mm on-line catchbasins, and connect existing 600mm x 600mm offset catchbasin including berms, ditching, wyes, any required prefab fittings

\$ 5,500.00

Exposing and locating existing tile drains and utilities

\$ 900.00

Tile connections and contingencies

\$ 1,300.00

Allowances under Section 29 of the Drainage Act

\$ 1,710.00

**BRANCH "C"**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

166 meters of 200mm dia. H.D.P.E. Pipe	\$ 7,100.00
Supply of the above listed pipe	\$ 4,000.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 166m)

\$ 1,000.00

Supply and install four 600mm x 600mm on-line catchbasins, including grates, berms, ditching, wyes and any required prefab fittings

\$ 10,500.00

Exposing and locating existing tile drains and utilities

\$ 900.00

Tile connections and contingencies

\$ 1,200.00

Allowances under Section 29 of the Drainage Act

\$ 1,110.00

## SCHEDULE 'B' - COST ESTIMATE (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH  
Municipality of West Elgin****ST. THOMAS MOORE BRANCH**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

132 meters of 200mm dia. H.D.P.E. Pipe	\$ 5,600.00
11 meters of 250mm dia. H.D.P.E. Pipe	\$ 500.00
Supply of the above listed pipe	\$ 3,600.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 143m)	\$ 900.00
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Supply and install two 600mm x 600mm on-line catchbasins and connect existing 600mm x 600mm catchbasin including grates, berms ditching, wyes and any required prefab fittings	\$ 5,500.00
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Exposing and locating existing tile drains and utilities	\$ 900.00
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Tile connections and contingencies	\$ 900.00
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Allowances under Section 29 of the Drainage Act	\$ 950.00
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**BRANCH "D"**

Installation of the following H.D.P.E. Pipe, including supply and installation of granular bedding around pipe.

142 meters of 200mm dia. H.D.P.E. Pipe	\$ 6,000.00
Supply of the above listed pipe	\$ 3,400.00

Strip, stockpile and releve topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 142m)	\$ 900.00
---	-----------

Supply and install four 600mm x 600mm on-line catchbasins, including grates, berms, ditching, wyes and any required prefab fittings	\$ 10,000.00
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Exposing and locating existing tile drains and utilities	\$ 900.00
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Tile connections and contingencies	\$ 1,100.00
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Allowances under Section 29 of the Drainage Act	\$ 950.00
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SCHEDULE 'B' - COST ESTIMATE (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH  
Municipality of West Elgin**

**ADMINISTRATION**

Interest and Net Harmonized Sales Tax	\$ 2,870.00
Survey, Plan and Final Report	\$ 18,460.00
Expenses	\$ 1,280.00
Supervision and Final Inspection	\$ <u>3,270.00</u>
<b>TOTAL ESTIMATED COST</b>	<b>\$ <u><u>122,200.00</u></u></b>

## SCHEDULE 'C' - ASSESSMENT FOR CONSTRUCTION

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH****Municipality of West Elgin**

Job No. 221321

August 17, 2022

\* = *Non-agricultural*

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
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**MCKENZIE DRAIN**

We assess the entire cost of this report to the landowner 1050165 Ontario Inc (Roll No 20-144) \$ 122,200.00

**TOTAL ASSESSMENT ON THE MCKENZIE DRAIN** \$ 122,200.00

## SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

## McKENZIE DRAIN - SOUTH BRANCH &amp; ST. THOMAS MOORE BRANCH

## Municipality of West Elgin

Job No. 221321

August 17, 2022

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	PERCENTAGE OF MAINTENANCE COST
<b>SOUTH BRANCH</b>				
7	Pt. 6	0.13	20-148 (M. & L. Champigny)	1.5 %
7	Pt. 6	0.03	20-149 (W. & B. Roest)	0.1
7	Pt. 6	0.40	20-144 (1050165 Ontario Inc.)	30.4
7	Pt. 6	0.21	20-144-01 (Part 1)	2.8
7	Pt. 6	0.21	20-144-02 (Part 2)	9.0
7	Pt. 6	0.21	20-144-03 (Part 3)	9.0
7	Pt. 6	0.21	20-144-04 (Part 4)	8.2
7	Pt. 7	0.04	20-161 (J. Ossel)	0.3
7	Pt. 7	0.01	20-158 (J. & E. Okolisan)	0.1
7	Pt. 7	0.19	20-157 (K. Schhweitzer)	1.5
7	Pt. 7	0.11	20-156 (R. & G. McFadden)	0.9
7	Pt. 7	0.10	20-155 (E. & B. McFadden)	0.8
7	Pt. 7	0.12	20-154-02 (D. Thompson)	0.9
7	Pt. 7	0.05	20-153 (J. & K. Ginzel)	0.3
7	Pt. 7	0.01	20-152-10 (K. Quann & W. Kauzen)	0.1
				=====
TOTAL ASSESSMENT ON LANDS				65.9 %
				=====
Furnival Road		0.90	County of Elgin	34.1 %
				=====
TOTAL ASSESSMENT ON ROADS				34.1 %
				=====
<b>TOTAL ASSESSMENT FOR MAINTENANCE OF SOUTH BRANCH</b>				<b><u>100.0 %</u></b>
<b>BRANCH "C"</b>				
7	Pt. 6	0.07	20-148 (M. & L. Champigny)	4.4 %
7	Pt. 6	0.22	20-144 (1050165 Ontario Inc)	36.0
7	Pt. 6	0.10	20-144-01 (Part 1)	6.3
7	Pt. 6	0.15	20-144-02 (Part 2)	10.3
7	Pt. 6	0.15	20-144-03 (Part 3)	22.4
7	Pt. 6	0.15	20-144-04 (Part 4)	20.6
				=====
TOTAL ASSESSMENT ON LANDS				100.0 %
				=====
<b>TOTAL ASSESSMENT FOR MAINTENANCE OF BRANCH 'C'</b>				<b><u>100.0 %</u></b>

## SCHEDULE 'D' - COST ESTIMATE (cont'd)

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH  
Municipality of West Elgin****ST. THOMAS MOORE BRANCH**

7	Pt.	6	0.03	20-149 (W. & B. Roest)	1.7 %
7	Pt.	6	0.07	20-144 (1050165 Ontario Inc)	78.2

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TOTAL ASSESSMENT ON LANDS					79.9 %
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Furnival Road			0.18	County of Elgin	20.1 %
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=====

TOTAL ASSESSMENT ON ROADS					20.1 %
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<b>TOTAL ASSESSMENT FOR MAINTENANCE OF THE ST. THOMAS MOORE BR.</b>					<b><u>100.0 %</u></b>
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**BRANCH "D"**

7	Pt.	6	0.01	20-144 (1050165 Ontario Inc)	100.0 %
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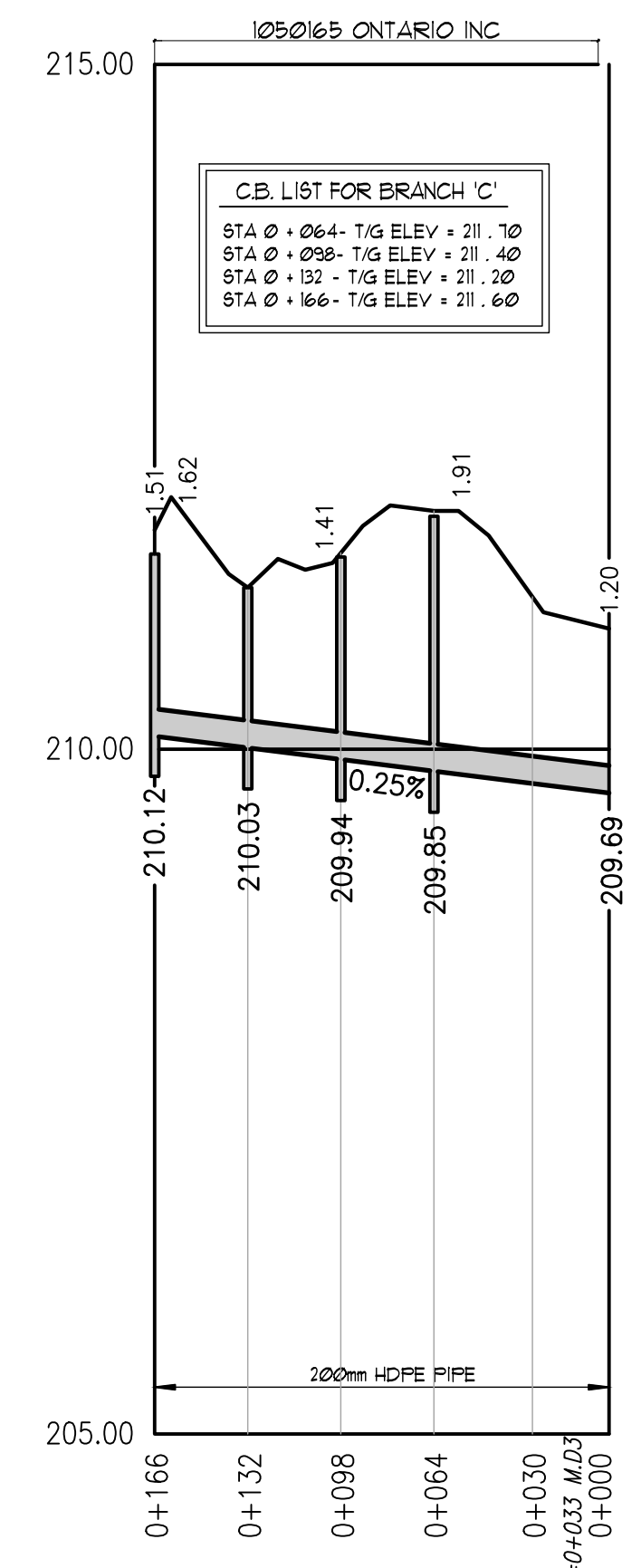
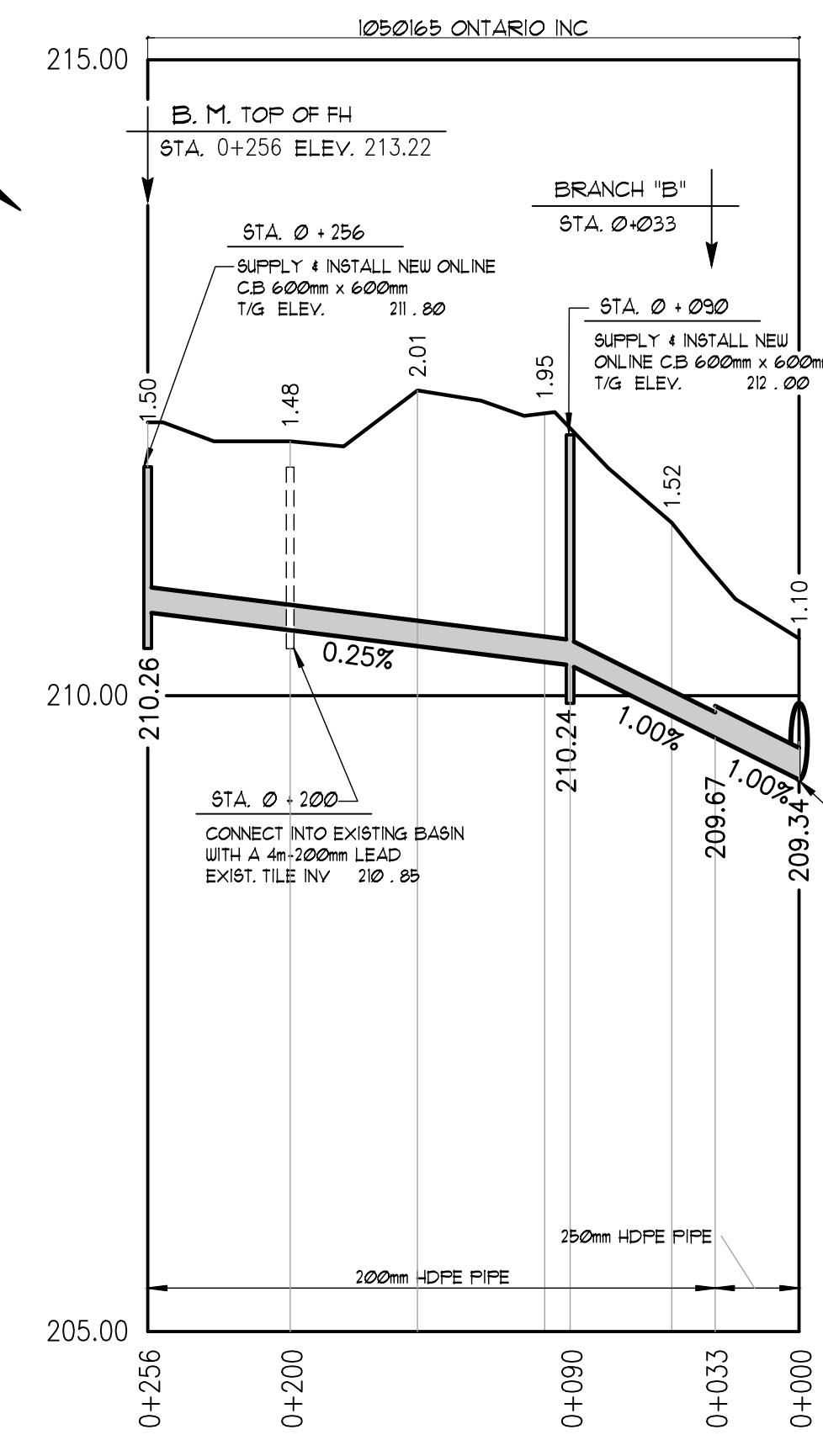
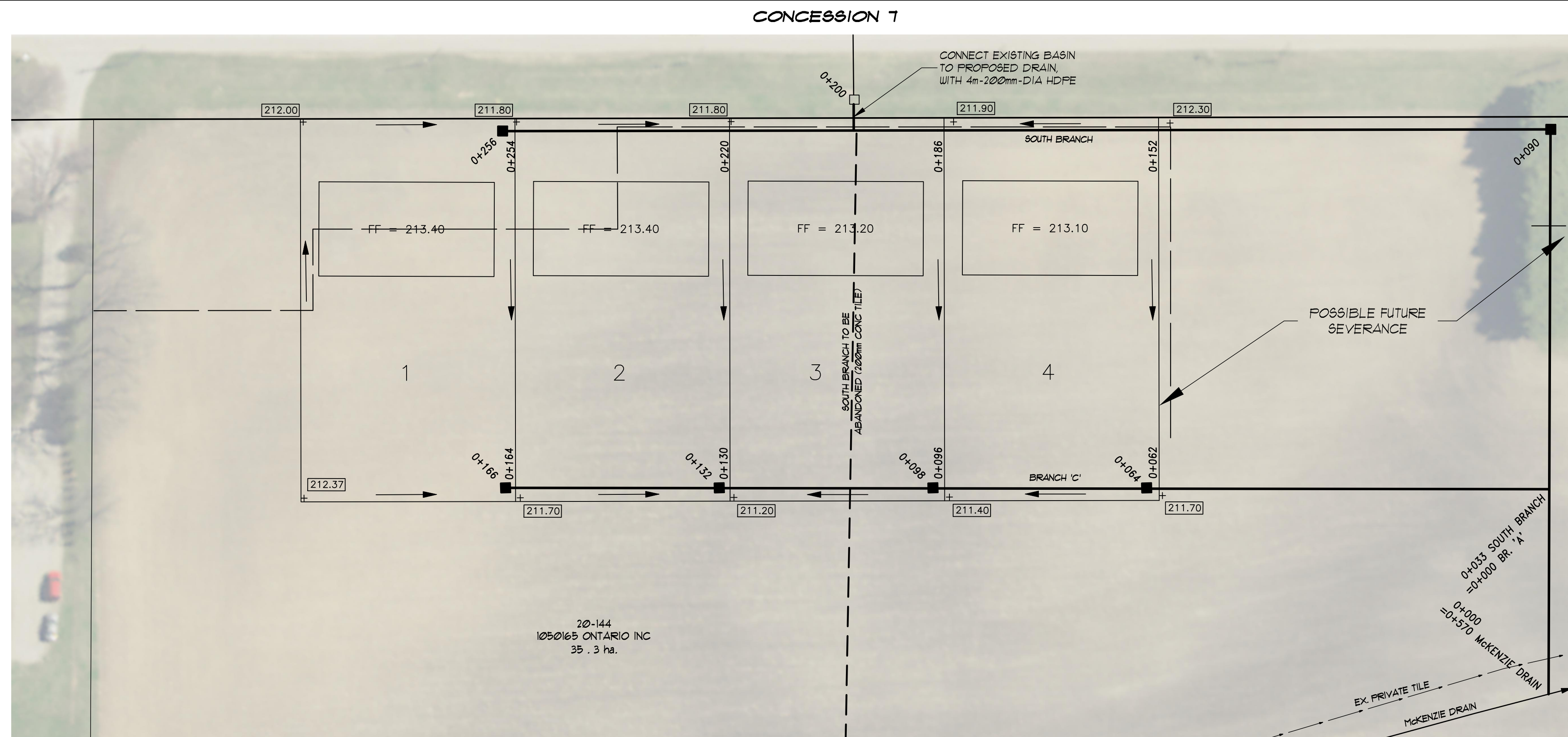
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TOTAL ASSESSMENT ON LANDS					100.0 %
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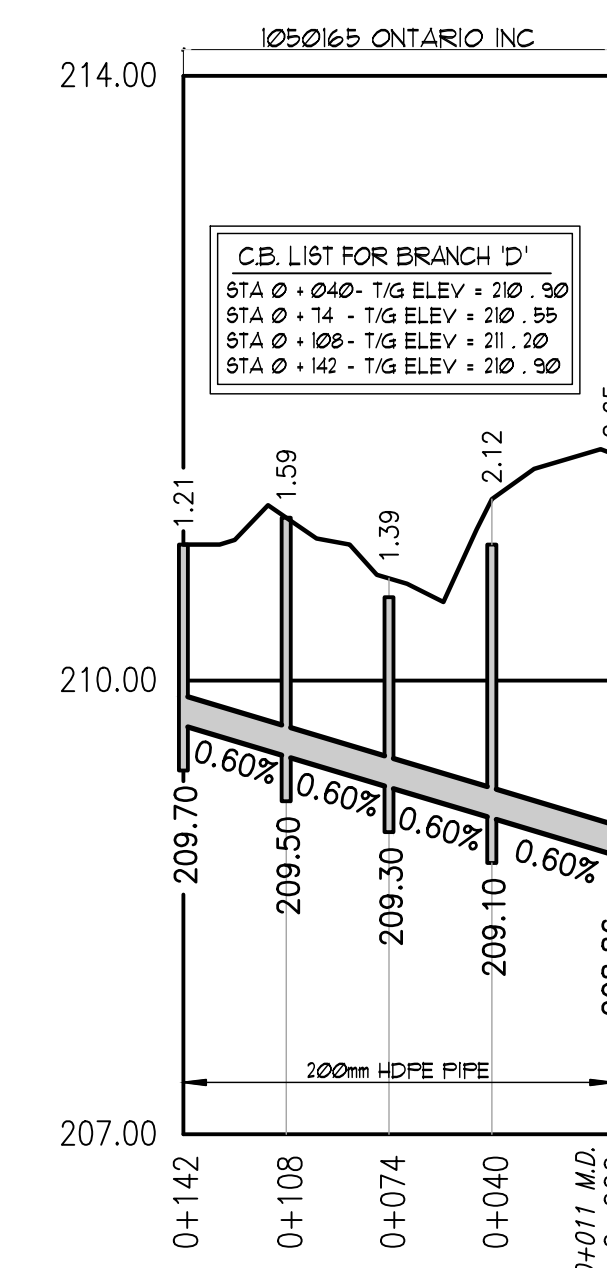
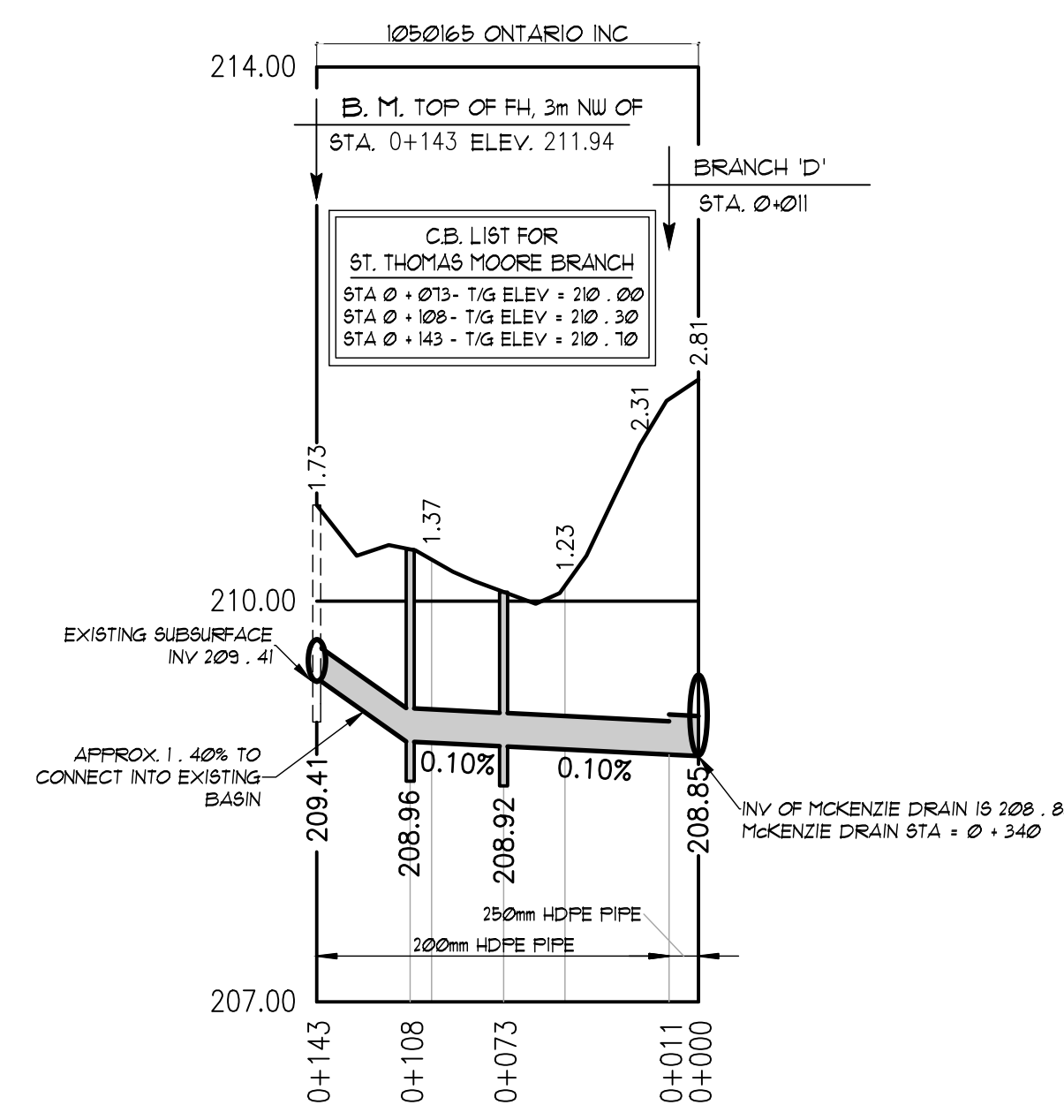
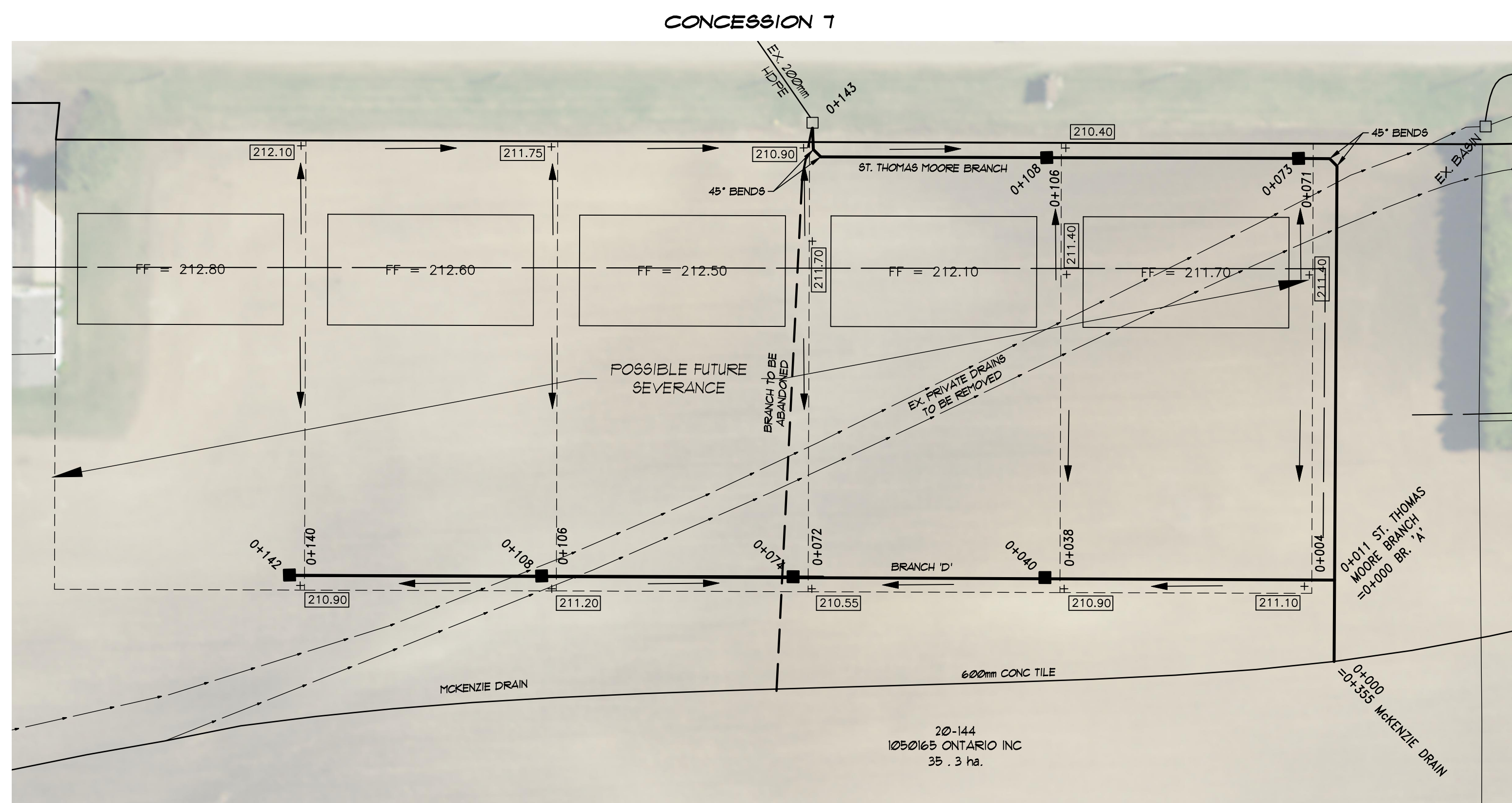
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<b>TOTAL ASSESSMENT FOR MAINTENANCE OF BRANCH 'D'</b>					<b><u>100.0 %</u></b>
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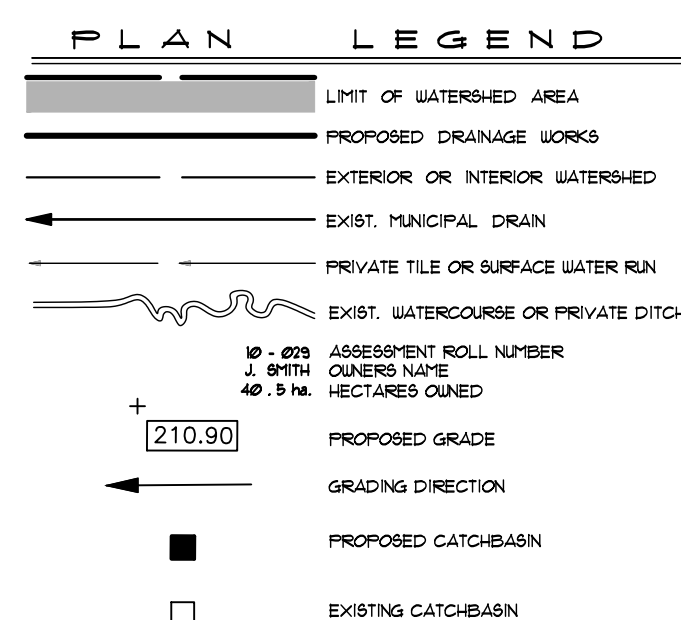


**SOUTH BRANCH PLAN**      SCALE 1:500




ST. THOMAS MOORE BRANCH


BRANCH 'D'



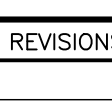
ST. THOMAS MOORE PLAN SCALE 1:500

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Drainage Superintendent: <b>TOM MOHAN</b> 519 - 725 - 0560	No.	REVISIONS	DATE

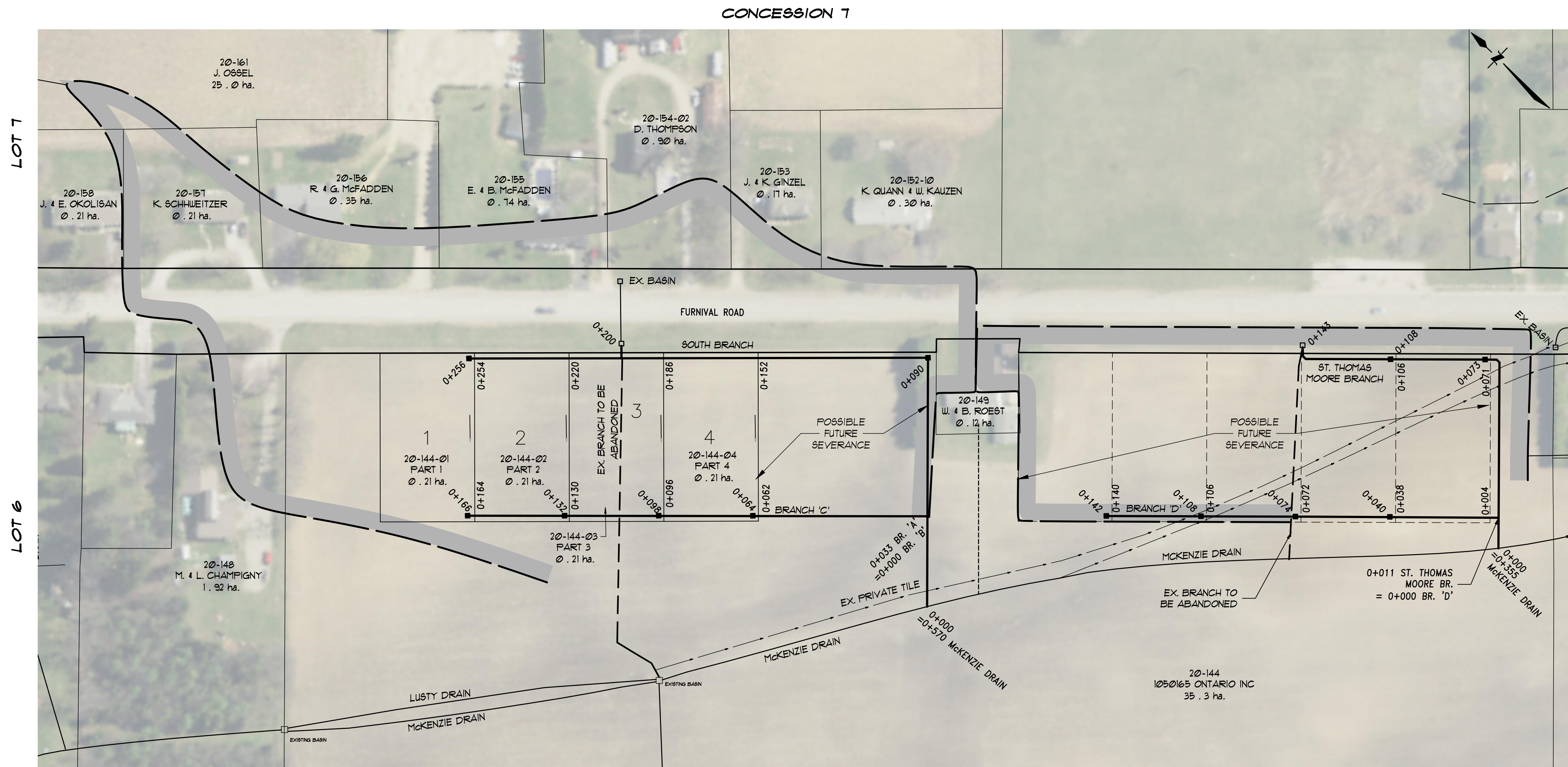
  

	Drawn By: <b>MM</b>	Field Book <b>GFS</b>	JOB No. <b>221131</b>	Drawing No.  <div style="text-align: center; font-size: 1.5em;">2 of 2</div>
	Date: <b>AUG. 11, 2022</b>	<h2 style="margin: 0;">PLANS &amp; PROFILES</h2>		

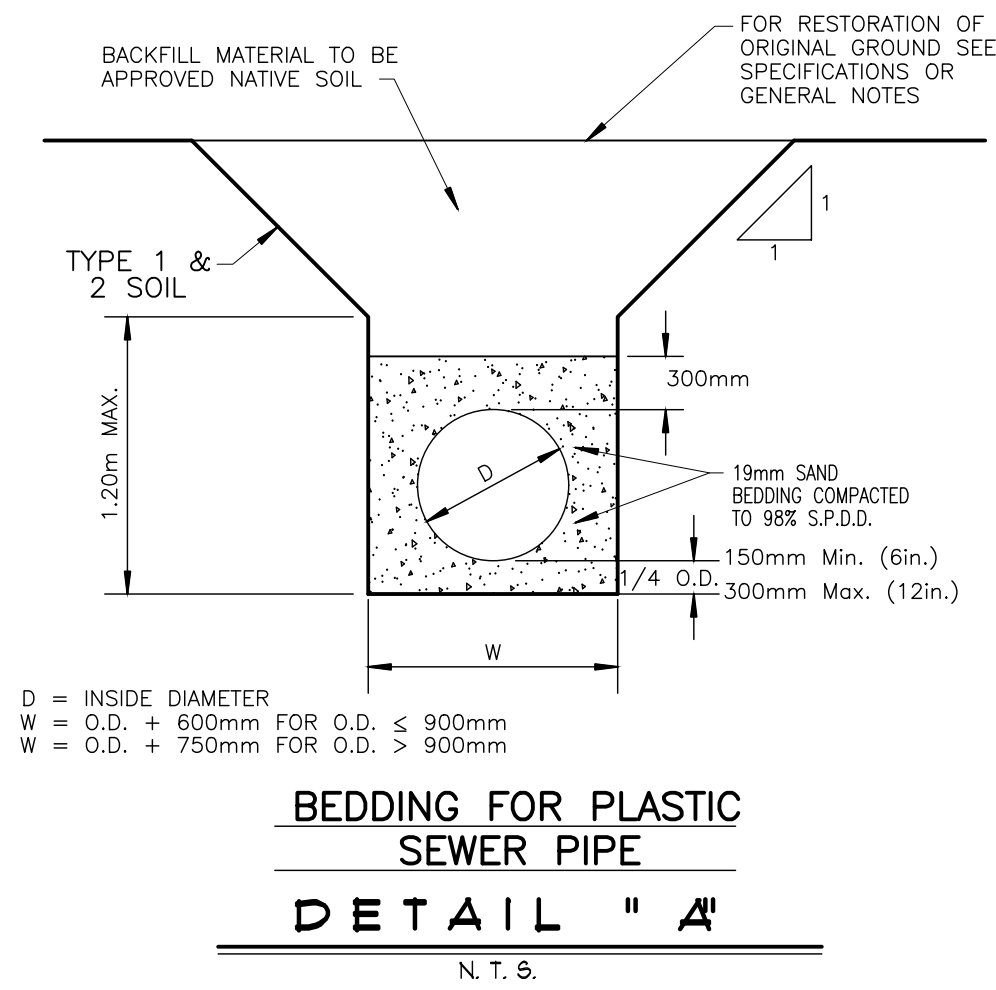
  

<h1 style="margin: 0;">SPRIET ASSOCIATES</h1> <p style="margin: 0;">LONDON LIMITED</p> <p style="margin: 0;"><b>CONSULTING ENGINEERS</b></p> <p style="margin: 0; font-size: 0.8em;">155 YORK STREET - LONDON (519) 672-4100--N6A 1A8</p>		
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WATERSHED PLAN SCALE 1 : 1,000



GENERAL NOTES

- 1/ OUR SPECIFICATIONS DATED JANUARY 2020 APPLY TO THIS PROJECT.
  - 2/ THE WORKING WIDTH AVAILABLE TO THE CONTRACTOR TO CONSTRUCT THE NEW DRAINS SHALL CONSIST OF THOSE LANDS IMMEDIATELY ADJACENT TO THE DRAIN AND CONNECTIONS AND SHALL NOT EXCEED THE FOLLOWING AVERAGE WIDTHS:  
CLOSED PORTIONS - 15 meters  
THE WORKING WIDTH FOR PURPOSES OF FUTURE MAINTENANCE SHALL BE 6m.
  - 3/ ALL OWNERS ALONG THE COURSE OF THE DRAIN SHALL MAKE AN ACCESS ROUTE FROM THE NEAREST ROAD TO THE DRAIN LOCATION AVAILABLE TO THE CONTRACTOR THE AVERAGE WIDTH OF THIS ROUTE SHALL NOT EXCEED 8 METERS. THE ACCESS ROUTE SHALL ALSO APPLY FOR FUTURE MAINTENANCE PURPOSES.
  - 4/ a) ALL UTILITIES TO BE LOCATED AND EXPOSED PRIOR TO CONSTRUCTION SO THAT THE NEW TILE GRADES CAN BE CONFIRMED. IF THERE IS A CONFLICT IN ELEVATION BETWEEN THE PROPOSED DRAIN AND THE UTILITY, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.  
b) CONTRACTOR TO NOTIFY ALL UTILITIES 72 HOURS PRIOR TO HIS SCHEDULED TIME FOR STARTING THE ABOVE WORK.
  - 5/ CONTRACTOR TO ARRANGE A PRE-CONSTRUCTION MEETING WITH THE ENGINEER, DRAINAGE SUPERINTENDENT, AND THE AFFECTED OWNERS. ALL PARTIES SHALL RECEIVE 48 HOURS NOTICE TO THE MEETING.
- CLOSED PORTIONS
- 6/ ALL CONCRETE AND PLASTIC TILE AND PIPE TO CONFORM TO "SECTION C.1" IN THE SPECIFICATIONS.  
a) SEWER PIPE TO BE H.D.P.E. PLASTIC 320 KPA (BELL & SPIGOT WITH RUBBER GASKETS, CONFORMING TO C.S.A. 1026-08), PVC ULTRA RIB OR PVC SDR 35, OR HDPE DR-11 PIPE.
  - 7/ ALL CATCHBASINS SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH "SECTION C.16" IN THE SPECIFICATIONS. EXCEPT AS FOLLOWS:  
a) ALL CATCHBASIN LEADS TO BE CONNECTED TO NEW TILE DRAIN WITH PRE-FABRICATED "WYE".
  - 8/ EXACT LOCATION OF NEW DRAIN TO BE DETERMINED AT TIME OF CONSTRUCTION BY DRAINAGE SUPERINTENDENT OR ENGINEER.
  - 9/ a) INSTALLATION OF TILE AND TRENCH WIDTHS SHALL BE IN ACCORDANCE WITH "SECTION C - TILE DRAIN" IN THE SPECIFICATIONS.  
b) NO MACHINERY SHALL CROSS OVER THE MOUNDED BACKFILLED TILE TRENCHES UNTIL SUFFICIENT SETTLEMENT HAS OCCURRED.

**McKENZIE DRAIN - SOUTH BRANCH & ST. THOMAS MOORE BRANCH**  
Municipality of West Elgin

Drainage Superintendent: <b>TOM MOHAN</b> 519 - 785 - 0560	No.	REVISIONS	DATE

Drawn By: MM  
Date: AUG. 17, 2022

Field Book  
GPS

JOB No.  
221131

Drawing No.  
1 of 2

PLAN, DETAIL, & NOTES

**SPRIET ASSOCIATES LIMITED**  
LONDON CONSULTING ENGINEERS  
155 YORK STREET — LONDON (519) 672-4100 — NEA 1A8





# MUNICIPALITY OF **West Elgin**

## **The Corporation Of The Municipality Of West Elgin**

### **By-Law No. 2022-60**

#### **Being a By-Law to adopt the Policy HR-4.9 – Electronic Monitoring Policy**

**Whereas** section 5(3) of the *Municipal Act 2001*, S.O. 2001, c25, as amended, provides that a municipal power shall be exercised by by-law; and

**Whereas** part ZI.1, section 41.1.1 of the *Employment Standards Act, 2000*, as amended, provides that an employer that, on January 1 of any year, employs 25 or more employees shall, before March 1 of that year, ensure it has a written policy in place for all employees with respect to electronic monitoring of employees; and

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

1. That the Policy HR 4.9 – Electronic Monitoring Policy, identified as Schedule “A” attached hereto is authorized and approved.
2. That this by-law shall come into force and effect on October 11, 2022.

Read a first, second, and third time and finally passed this 22<sup>nd</sup> day of September, 2022.

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Duncan McPhail  
Mayor

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Jana Nethercott  
Clerk

## Municipality of West Elgin

### Policy HR-4.9 Electronic Monitoring Policy

**Effective Date:** October 11, 2022

**Review Date:**

#### Policy Statement

The Municipality of West (the Municipality) is committed to transparency with regard to electronic monitoring as required under the *Employment Standards Act, 2000 (ESA)*.

#### Policy

Electronic Monitoring refers to use of electronic means to observe, record, track or collect data on employees (including but not limited to employee performance, location and resource use) where such information may be accessed and/or reviewed by the employer or someone acting on the employers behalf.

This policy is intended to outline the Municipality's electronic monitoring practices and should be read in conjunction with other Municipal policies, guidelines or standards.

#### Application

This policy applies to all employees of the Municipality, as defined by the ESA, whether they are working remotely, in the workplace or are mobile.

#### Electronic Monitoring Practices

The following table outlines electronic monitoring technologies utilized by the Municipality:

Tool	Circumstances	How	Purpose
Endpoint Threat Detection and Response	Continuous	Endpoint Threat Detection and Response monitors the use of workstations (programs run, files read and written, etc.) and compares it against a baseline to detect abnormalities and potential unauthorized use	Network Security



<b>Tool</b>	<b>Circumstances</b>	<b>How</b>	<b>Purpose</b>
Email Tracking	Continuous	Software records copies of messages sent or received by address within the Municipality's domain	Network Security
Network/Performance Monitoring Tools/ Firewalls/VPN	Continuous	Tools that record network traffic occurring between workstations, servers, the internet, etc. Investigations may occur to troubleshoot incidents which may expose User Identifiable Information	Network Security
Event log Collection Tools	Continuous	Collection of event logs generated by electronic devices to a centralized or non-centralized system. Investigations may occur to troubleshoot incidents which may expose User Identifiable Information	Network Security
Electronic Key Fob/PIN	Each Scan or entering of PIN	An electronic sensor or PIN creates a record each time an authorized user scans or enters their number to enter certain Municipal Buildings	Facility Security
Vehicle Telematics/GPS	All fleet vehicles during use	On board sensors detect and report on vehicle location, driver behavior (hard breaking, rapid acceleration etc.) and engine diagnostics.	Fleet management, driver safety and security
Mobile Device location tracking and investigations	Continuous and with reasonable grounds	Enablement of location services on mobile devices. Investigations may occur to locate missing assets and/or	Asset Security

<b>Tool</b>	<b>Circumstances</b>	<b>How</b>	<b>Purpose</b>
		document unsanctioned employee activities	
Recording of Phone Calls	Continuous and with reasonable grounds	Voice recording of all telephone calls incoming and outgoing on the VOIP system. Investigations may occur to identify incidents of staff abuse and/or investigate complaints	To identify abuse of staff and to investigate complaints against staff
Laserfiche	On an as needed basis	Reporting tool built in that can identify slow downs or stoppages within workflows and processes that are automated. Investigations may occur to identify issues within an automated process	To identify slow downs in the human element of the automated business processes
Timecard – Fingerprint scan	At the start of every shift	Scan of each staff's finger print to clock in and out of work. States the time employee starts and ends their shifts as well as locations of workers at the beginning and end of shifts	Information used for payroll system and employee absenteeism

Nothing in this policy affects or limits the Municipality's ability to use information obtained through electronic monitoring. The Municipality reserves the right to monitor Information Technology assets and services belonging to the Municipality to ensure secure, effective and appropriate use. Employees should have no expectation of privacy as it relates to their use of Municipal Information Technology or the location of Municipal Assets.

### **Posting, Notice and Retention**

The Municipality shall provide a copy of this Policy to each employee within thirty (30) calendar days of implementation.

Should any amendment(s) be made to this Policy after its implementation, the Municipality shall provide each employee a copy of the amended Policy within thirty (30) calendar days of the amendment(s) being made.

The Municipality shall provide a copy of this Policy to all new employees upon onboarding and within thirty (30) calendar days of the employee commencing employment with the Municipality.

The Municipality shall retain a copy of this and any revised version of this Policy for three (3) years after it ceases to be in effect.

## **Review**

The Municipality reserves the right to review and evaluate this Policy annually and amend as necessary.



# MUNICIPALITY OF West Elgin

## The Corporation of the Municipality of West Elgin

### By-Law No. 2022-61

#### **A By-law to Authorize the Execution of a Lease Agreement between The Corporation of the County of Elgin 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 the Corporation of the County of Elgin for the purposes of entering into lease agreements for premises located at 207 Furnival Road, Rodney and 160 Main Street, West Lorne.

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with the Corporation of the County of Elgin, in the form of an agreement titled Rodney Library Lease Agreement, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with the Corporation of the County of Elgin, in the form of an agreement titled West Lorne Library Lease Agreement, identified as Schedule "B" attached hereto and forming an integral part of this By-law.
3. That the Mayor and CAO/Treasurer are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
4. This by-law shall come into force and effect on September 22, 2022.

Read a first, second, and third time and passed this 22<sup>nd</sup> day of September, 2022.

---

Duncan McPhail  
Mayor

---

Jana Nethercott  
Clerk

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 207 Furnival Road, Rodney, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the Rodney Library; and
- E. The Lessor has agreed to lease the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

#### Definitions

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately one-thousand, one-hundred and twenty-eight (1,428) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

#### **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

#### **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

#### **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of TWENTY-FOUR THOUSAND, TWO HUNDRED AND SEVENTY-SIX DOLLARS (\$24,276.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.
9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being SIX THOUSAND AND SIXTY-NINE DOLLARS (\$6,069.00), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>,

September 30<sup>th</sup> and December 31<sup>st</sup> in each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.

10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:

- a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
- b. To use the Leased Premises only for the purpose of Library Services;
- c. To use the Leased premises in a good and tenant-like manner;
- d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
- e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
- f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
- g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
- i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
- j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
- k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
- l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
- m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;
- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.



- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:

- a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.
- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;

- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";
- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;

- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

#### **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

- 13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.
- 14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
- 15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.

16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin,

as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

#### **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

#### **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.
25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

#### **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.

29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Municipality of West Elgin

22413 Hoskins Line  
PO Box 490  
Rodney, ON, N0L 2C0  
Attn: Chief Administrative Officer

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.
38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

Date: \_\_\_\_\_

) Corporation of the County of Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Warden

)

)

)

) per: \_\_\_\_\_

) Name: Julie Gonyou

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

Date: \_\_\_\_\_

) The Corporation of the Municipality of

) West Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Mayor

)

)

)

) per: \_\_\_\_\_

) Name: Magda Badura

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*



**SCHEDULE "A"**

**RODNEY LIBRARY LEASE AGREEMENT**

Part of Lot 10, Plan 82, more particularly described as Parts 1 and 2 on Registered Plan 11R5395,  
Municipality of West Elgin, County of Elgin

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Weekly
2	Wash tile floors and dust all entrances, exits and storage rooms.	Weekly
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Weekly
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Weekly
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Weekly
11	Empty wastepaper and recycling baskets	Weekly
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.

THIS LEASE made in triplicate this \_\_\_\_ day of \_\_\_\_\_, 2022 (pursuant to the *Commercial Tenancies Act*, R.S.O. 1990, c. L. 7)

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the "Lessor")

OF THE FIRST PART

-AND-

CORPORATION OF THE COUNTY OF ELGIN

("Elgin")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is a duly incorporated local municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001* R.S.O. 2001 c. M. 25 (the "*Municipal Act, 2001*");
- B. Elgin is a duly incorporated upper tier municipality in the province of Ontario, incorporated pursuant to the *Municipal Act, 2001*.
- C. The Lessor is the owner of certain lands known municipally as 160A Main Street, West Lorne, Ontario, which lands are more particularly described in Schedule "A" hereto (hereinafter referred to as the "Lands");
- D. Situated upon the Lands is a premises locally known as the West Lorne Library as part of the West Elgin Community Complex; and
- E. The Lessor has agreed to lease a portion of the said premises located upon the Lands to Elgin on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the rents, covenants, and agreements contained herein on the part of Elgin to be paid, observed, and performed, the sufficiency of which is hereby acknowledged by the parties, the Lessor and Elgin agree as follows:

#### Definitions

1. In addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

"Agreement" means this Lease Agreement, as it may be confirmed, amended, modified, supplemented or restated by written agreement between the Parties.

“Annual CPI Adjustment” means an annual adjustment to the amount of the annual rent compared to the previous year, in an amount equivalent to the increase, if any, to the rate of inflation as determined by the Ontario Consumer Price Index. The Annual CPI Adjustment shall commence in 2024 and occur by March 31<sup>st</sup> in each year of the Term of this Agreement thereafter, following the annual CPI rate for the previous year becoming available from the Province of Ontario, and shall be applied retroactively to January 1<sup>st</sup> of each year of this Agreement beginning in 2024.

“Business Day” means any day excluding Saturday, Sunday or a statutory holiday in the Province of Ontario.

“Community Partners” means the governmental agencies, community groups/agencies, not-for-profit and charitable organizations or facility rental user(s) selected by Elgin in its sole and absolute discretion to have access to the Leased Premises, as defined in Section 2 of this Agreement.

“Library Services” means all programs and social services delivered by Elgin and its Community Partners from the Leased Premises.

“Parties” means the Lessor and Elgin collectively and “Party” means any one of them.

“Trade Fixtures” means its common law definition and includes but is not limited to shelving installed for library operations.

## **Premises**

2. The Lessor doth demise and lease unto Elgin and Elgin doth lease and take from the Lessor, for the purpose of operating a library including providing Library Services, for the term herein described and upon the terms and conditions set out in this Agreement, a portion of the premises located upon the Lands, which premises are comprised of approximately one-thousand, seven-hundred and ninety-three (1,793) square feet of useable interior space and more particularly shown in the sketch attached hereto as Schedule “B” (hereinafter referred to as the “Leased Premises”).
3. In addition to the Leased Premises, the Lessor grants unto Elgin and Elgin takes from the Lessor, rights and areas of access and rights thereto:
  - a. In common with employees of the Lessor, the right to utilize employee facilities located upon the Lands and the premises located thereon;
  - b. The right of its servants, agents, employees, and invitees to pass and re-pass through and/or over the public hallways, corridors, driveways, and parking areas, if any, located upon the Lands and associated with the premises located thereon; and
  - c. The right of its servants, agents, employees, and invitees to utilize parking facilities, if any, located upon the Lands and associated with the premises located thereon.

4. The Leased Premises and associated areas of access and use are highlighted on the sketches attached as Schedule "B" hereto.

#### **TERM**

5. Subject to any renewal or termination provisions of this Agreement, the term of this Agreement shall be for five (5) years commencing on January 1, 2023 and ending on December 31, 2027.

#### **RENEWAL**

6. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2028 and ending on December 31, 2032, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2027, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;
7. If Elgin pays all rents hereinafter set forth and further observes and performs all other covenants, obligations, and provisions as hereinafter set forth, the Lessor shall grant to Elgin a renewal of lease of the Leased Premises and associated areas of use and access for a further five (5) year period commencing on January 1, 2033 and ending on December 31, 2037, provided that the said renewal of lease shall only be granted if Elgin shall have delivered a written request to grant such renewal of lease to the Lessor on or before September 30, 2032, provided further that the terms and conditions of such renewal of lease shall be the same terms and conditions set forth in this Agreement save and except with respect to this right of renewal of lease and as to the amount of annual rent, the amount of such annual rent to be negotiated and agreed to by the parties hereto;

#### **RENT**

8. During the first year of the term of this lease, Elgin shall yield and pay unto the Lessor the annual rent in the amount of THIRTY THOUSAND, FOUR HUNDRED AND EIGHTY-ONE DOLLARS (\$30,481.00), calculated at a rate of \$17.00 per square foot of usable interior area, exclusive of applicable taxes. The annual rent paid for each subsequent year of the term of this Agreement or any renewal thereof shall be subject to an Annual CPI Adjustment.
9. The Parties agree that the annual rent referred to in Section 8 above, both in the first year of this Agreement and thereafter during any subsequent year of the term of this Agreement and any renewal thereof, shall be paid by four (4) equal quarterly payments of, with the 2023 payments being SEVEN THOUSAND, SIX HUNDRED AND TWENTY DOLLARS AND TWENTY-FIVE CENTS (\$7,620.25), exclusive of taxes, due and payable to the Lessor on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> in

each calendar year during the term of this Agreement or any renewal thereof, commencing March 31<sup>st</sup>, 2023.

10. The Parties agree that any and all costs associated with the occupation and use of the Leased Premises by Elgin, including but not limited to all costs of utilities, maintenance, repair, or upkeep, as hereinafter specified, shall be at the sole and entire expense of the Lessor.

## **ELGIN COVENANTS**

11. During the term of this Agreement and any renewal thereof, Elgin agrees and covenants as follows:

- a. To pay the annual rent as set out in sections 8 and 9 of this Agreement;
- b. To use the Leased Premises only for the purpose of Library Services;
- c. To use the Leased premises in a good and tenant-like manner;
- d. To use the balance of the lands and premises, excluding the Leased Premises, in accordance with the rules and regulations established by the Lessor from time to time and with respect to use of any such areas by all persons;
- e. Not to use or permit anything to be done on the lands and premises, including the Leased Premises, which may be considered a nuisance or otherwise so as to create any increase in insurable risk of the Lessor;
- f. To pay the Lessor for any loss or damage to its property lost or damaged by the negligence of Elgin or its servants, agents, or employees, including library staff;
- g. To install, maintain, and if necessary, repair adequate electrical and electronic cabling systems within the demised premises so as to permit its operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- h. Subject to the obligation of the Lessor to provide custodial and janitorial services, not to act so as to allow or cause refuse, garbage, or other debris to accumulate within the demised premises;
- i. Not to injure or remove trees, shrubbery, hedges or other trees or plant materials from the Lands;
- j. To arrange for, place and maintain adequate insurance for the contents of the demised premises as occupied and used as a library;
- k. To pay all assessed business taxes attributable to occupation of the Leased Premises by Elgin, if applicable;
- l. To permit the Lessor at all reasonable times to enter the Leased Premises to inspect the condition of such Leased Premises;
- m. To comply with all applicable by-laws, statutes, regulations or any other order, rule or regulation of a competent authority having jurisdiction;
- n. Not to assign or sublet the Leased Premises or the within Agreement without the written agreement of the Lessor, provided further that, after such assignment of lease, the demised premises will continue to be used as a library. For greater clarity, nothing in this covenant shall restrain, restrict or prohibit Elgin from permitting Community Partners to use the Leased Premises as part of Elgin's Library Services.

- o. To procure and maintain throughout the term of this lease and any renewal thereof a commercial general liability insurance protecting the Lessor and Elgin against liability for bodily injury and death and for damage to or destruction of property by reason of any occurrence or accident in, or, about the Leased Premises, including tenants legal liability coverage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00) and such insurance shall not be subject to cancellation except after at least ninety (90) days' written notice to the Lessor;
- p. To provide a certificate of insurance to the Lessor evidencing the commercial general liability insurance of Elgin described immediately above;
- q. To indemnify and save harmless the Lessor, its servants, agents, directors or employees from and against any and all claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, or damage to property arising directly or indirectly from any occurrence in, upon, or at the Leased Premises, or otherwise relating to the occupancy or use by Elgin of the said Leased Premises or any part thereof and which is attributable, either wholly or in part, to any act, omission, negligence, or misconduct by Elgin, including its agents, servants, employees, invitees, or any one permitted by Elgin to be upon the Leased Premises; provided that this obligation of indemnity will not apply to the extent that any such claim, action, damage, liability, or expense is caused by or results from any act, omission, negligence, or misconduct on the part of the Lessor, including its servants, agents, directors or employees;
- r. To provide and deliver to the Lessor written notice of default in respect of any obligation or covenant on the part of the Lessor as hereinafter set forth;
- s. To provide and deliver to the Lessor verbal and then written notice of any accident or loss within the Leased Premises or any defect or failure of any mechanical, electrical, or plumbing system within such Leased Premises.
- t. To at all times keep an account with the WSIB open and in good standing to provide coverage for all of its employees who may attend the Leased Premises for any reason in the course of their employment duties.

## **LESSOR COVENANTS**

12. During the term of this Lease and any renewal thereof, the Lessor agrees and covenants at all times and at its sole cost and expense, and to the reasonable satisfaction of Elgin, as follows:

- a. To deliver the Leased Premises to Elgin in a state of good repair and cleanliness and warrant upon delivery that the foundation, walls, structure and roof of the Leased Premises and the heating, ventilation, air conditioning, mechanical, plumbing and electrical systems serving the Leased Premises are in good working order.
- b. To allow Elgin quiet enjoyment of the Leased Premises, both that area occupied as a library and all associated areas of use and access;
- c. To allow full use to Elgin, including its agents, servants, employees and Community Partners, of all corridors, hallways, driveways, and other interior areas open to the public for gaining access to and egress from the Leased Premises;

- d. To arrange for and maintain the supply of all utilities to the Leased Premises, including but not limited to electricity, hot water, cold water, wastewater disposal and natural gas;
- e. To provide sufficient heating and air conditioning to the Leased Premises to maintain a reasonable temperature therein at all times during normal business hours, except during the completion of repairs to such heating and air conditioning equipment;
- f. To provide and maintain adequate public washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all attendees of the library;
- g. To provide and maintain adequate employee washroom facilities, in good working order, and in strict compliance with any and all applicable federal, provincial, and municipal requirements and standards and, furthermore, to allow access to and use of those facilities by any and all staff of Elgin;
- h. To maintain and, if necessary, repair the buildings located upon the Lands and within which the Leased Premises are located, including but not limited to roof structures, exterior walls and facades, exterior staircases and stairways, exterior and interior doors and doorways, interior walls and facades, and interior ceiling surfaces;
- i. To maintain and, if necessary, repair all heating, cooling, ventilation, mechanical, electrical, and plumbing systems associated with the building within which the demised premises are located;
- j. To arrange for, maintain, and, if necessary, repair adequate electrical and electronic cabling to, but not within, the Leased Premises, so as to permit the operation of library electronic equipment, including but not limited to audio/video equipment and computer systems;
- k. To maintain existing public parking facilities for use by library staff and attendees;
- l. To remove snow and ice from sidewalks, driveways, and parking areas associated with the building within which the demised premises are located, including adequate sanding and/or salting, and at all times on a frequency and to an extent so as to ensure the reasonable safety of library staff and attendees utilizing such facilities;
- m. To reasonably maintain the grounds surrounding the building within which the Leased Premises are located in a state of good repair and safety;
- n. To provide custodial and janitorial services to maintain the Leased Premises and the building within which it is located in a clean and tidy manner, including but not limited to the completion of those services specifically provided for in Schedule "C";
- o. To provide Elgin with a record of the cleaning services performed in the premises including the Leased Premises within a reasonable period of time of a written request by Elgin for same.
- p. To promptly repair and keep in a state of good repair the Leased Premises and the building within which the Lease Premises are located;
- q. To consult with Elgin as to the extent and timing of repair and maintenance activities within the Leased Premises and the building within which it is located so as to avoid interference with library operations;



- r. To permit Elgin to make, with the consent of the Lessor and which consent shall not unreasonably be withheld, alterations, additions, and improvements to the premises that will, in the judgment of Elgin, better adapt the premises for library purposes; provided, however, that the alterations, additions, and improvements shall not impair the structural strength of the building and provided further that any fixture associated with such improvements, whether Trade Fixtures or otherwise, shall remain the property of Elgin, and upon or any time before the termination of this Agreement, such fixtures can and shall be removed from the Leased Premises by Elgin and should any injury or damage be caused to the Leased Premises by removal of the fixtures, Elgin shall forthwith cause the injury or damage to be repaired at its expense and if Elgin does not make repairs or cause them to be made within a reasonable time period, having regard to the availability of capable services and materials to effect such repairs, they may be made by the Lessor at the expense of Elgin;
- s. To insure and keep insured the building against loss or damage by fire, lightning, tempest or other casualties as are customarily insured against under insurance contracts normally entered into from time to time during the term of this Agreement by owners of buildings in the County of Elgin and of a character similar to the building for an amount as in the opinion of the Lessor is necessary to protect the Lessor against loss or damage;
- t. To at all times during the Term of this Agreement keep in good standing an account with the WSIB to provide adequate coverage for its employees that may attend at the subject property or premises, including the Leased Premises, for any reason during the course of their employment duties;
- u. At its own expense, to be responsible for the cost of all repairs, whether major minor, to the structural soundness and integrity of the building within which the Leased Premises are located, including but not limited to exterior walls and roofing structures;
- v. To pay for any loss or damage to the assets of Elgin located within the Leased Premises and/or for any loss or damage to fixtures within the Leased Premises where such loss or damage was caused by the negligence of the Lessor or its agents, servants or employees.
- w. To permit signage of Elgin on the terms and conditions set out in this Agreement.

## **ALTERATIONS, PARTITIONS AND IMPROVEMENTS**

- 13. If Elgin, during the term of this Agreement or any renewal thereof, desires to affix or erect partitions, counters, or fixtures, in any part of the walls, floors, or ceilings of the Leased Premises (the "Alterations"), it may do so at its own expense at any time and from time to time, provided that Elgin's right to make such alterations to the Leased Premises shall be subject to the conditions contained herein.
- 14. Before undertaking any Alterations, Elgin shall submit to the Lessor a plan showing the proposed Alterations and shall obtain the approval and consent of the Lessor to do so, which shall not be unreasonably withheld.
- 15. All such Alterations shall conform to all building regulations then in force affecting the Leased Premises.

16. Such Alterations shall not be of a kind or extent so as to weaken the structure of the premises, including the Leased Premises, after the Alterations are completed or reduce the value of the premises.
17. Except as provided in this clause and in the Lessor's Covenants included at section 12 of this Agreement, Elgin will not erect or remove or change the location or any style of partition or fixture without the written consent of the Lessor having first been obtained.
18. At the expiration of the Term of this Agreement or any renewal thereof, Elgin shall have the right to remove its fixtures (but not the leasehold or structural improvements which shall remain the property of the Lessor), provided Elgin makes good all damage occasioned to the Leased Premises by the taking down or removal thereof.

## **SIGNAGE**

19. Elgin shall be permitted, at its sole cost and expense, to install such signage within premises as may be reasonably required to direct library patrons to the Leased Premises, provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld.
20. All signage that exists at the commencement of the Term of this Agreement, having been erected during the term of a prior lease agreement between the parties, shall be permitted to continue as if it received the written agreement of the Lessor under the terms and conditions of this Agreement.
21. Elgin shall be permitted, at its sole cost and expense, to erect any new sign(s) on the exterior of the premises provided that the Lessor has agreed to the design and location of such signage in writing and provided further that such agreement by the Lessor shall not be unreasonably withheld. For greater clarity, Elgin shall not be required to, or bear any responsibility for, displaying any messages, announcements, advertisements or other similar information whether using words, symbols or pictures of the Lessor on the signage of Elgin. Where signs or signage fixtures are shared between the Lessor and Elgin, the costs of such signage and appurtenances thereto shall be shared proportionally following mutual agreement of the Parties regarding design, placement, installation costs and operating costs.

## **DEFAULT BY ELGIN**

22. It is mutually agreed that if Elgin defaults on any payment of rent when due or in performing any of the terms, covenants, or provisions of this Lease, the Lessor may forward notice in writing of such default to Elgin. Such written notice shall identify the default with sufficient detail to permit Elgin to respond and/or cure the default. Failure or refusal by Elgin to cure such default to the reasonable satisfaction of the Lessor within thirty (30) days after the date of receipt of such notice shall, at the option of the Lessor, constitute a forfeiture of the lease and shall give the Lessor the right, at its, option to treat this Agreement as cancelled and terminated. The term and estate vested in Elgin,

as well as all other rights of Elgin under this Agreement shall immediately cease and expire as fully and with like effect as if the entire term provided for in this Agreement or any renewal thereof has expired and the Lessor may enter the Leased Premises, with or without process of law, take possession together with any and all improvements which may have been erected thereon.

#### **DEFAULT BY LESSOR**

23. It is mutually agreed that if the Lessor defaults in the performance of any of the terms, covenants, or provisions of this Agreement, Elgin shall forward notice in writing of such default to the Lessor. Such written notice shall identify the default with sufficient detail to permit the Lessor to respond and/or cure the default. Failure or refusal by the Lessor to cure such default to the reasonable satisfaction of Elgin within fifteen (15) days after the date of receipt of such notice shall, at the option of Elgin, allow Elgin the right to cancel this Agreement or any renewal thereof and surrender the Leased Premises no sooner than thirty (30) days after Elgin provides written notice of its exercise of such option, the Lessor having no right or recourse as against Elgin arising from such cancellation and surrender.

#### **TERMINATION**

24. Notwithstanding the foregoing, each party hereto shall have the right to terminate this lease, or any renewal thereof, upon two (2) years' written notice to the other, at the end of which time Elgin shall vacate the Leased Premises and return all keys and access equipment to the Lessor and, in such circumstances, neither party shall have any right or recourse as against the other arising from such termination, provided that, at all times, the effective date of such termination shall be December 31<sup>st</sup> of any calendar year.
25. The Parties hereby agree that the Lessor may assign this Agreement provided that it gives written notice to Elgin of the Lessor's intention to assign this Agreement at least ten (10) months before the assignment of this Agreement becomes effective. Upon receipt of such written notice from the Lessor, Elgin may elect in its sole discretion to terminate this Agreement with the termination date being the Business Day immediately preceding the effective date of the assignment provided in the written notice from the Lessor, provided that Elgin provides written notice of such termination at least six (6) months before the assignment of this Agreement would otherwise become effective.

#### **OVERHOLDING BY ELGIN**

26. In the event that the Lessor permits Elgin to remain in occupation of the Leased Premises without objection and after expiration of the term of this Agreement or any renewal thereof, Elgin shall be deemed to be a tenant from month to month a monthly rental equal to one-twelfth of the annual rent due at the end of such expired term or renewal and otherwise agreed upon and subject to all covenants and agreements of this lease applicable to a monthly tenancy.

## **FORCE MAJEURE**

27. The Parties agree that, notwithstanding the other provisions of this Agreement, if the buildings within which the Leased Premises or the Leased Premises themselves are damaged or destroyed by fire, lightning, or a tempest or by other casualty against which the Lessor and/or Elgin is insured, so as to render the Leased Premises unfit for Library Services, the rent hereby reserved or a proportional part thereof, according to the nature of the damage to the Leased Premises, shall abate until the Leased Premises are rebuilt. The Lessor agrees that it will with reasonable diligence repair the Leased Premises and make the Leased Premises capable of access, unless this Agreement is terminated. If the Leased Premises are damaged or destroyed by any cause whatsoever such that in the opinion of the architects or professional engineers employed by the Lessor, such premises cannot be rebuilt or made fit for Library Services within one hundred and twenty (120) days of the date of the damage or destruction, or such longer period as Elgin may agree to at its sole and absolute discretion, the Lessor, instead of making the demised premises fit for Elgin may at its option terminate this Agreement by giving Elgin, within sixty (60) days after such damage or destruction, notice of termination and thereupon rent and any other payment for which Elgin is liable under this Agreement shall be apportioned and paid to the date of such damage and Elgin shall immediately surrender possession of the Leased Premises to the Lessor.

## **GENERAL**

28. The Parties agree that Elgin may not assign or sublet this Agreement and its rights hereunder without leave of the Lessor, provided leave shall not be unreasonably withheld, and where assignment is proposed, such assignment shall only allow the Leased Premises to be used as a library. Notwithstanding anything in this provision, the Parties hereby agree and acknowledge that Elgin may rent out its Leased Premises or permit such Leased Premises to be used by its Community Partners on a temporary, short term basis, provided that at all times Elgin shall be responsible for such Community Partners and shall be responsible for fulfillment of obligations of this Agreement.

29. The Parties agree that should the Lessor construct, purchase or otherwise have control over another property and premises of which it is the registered owner and where the Lessor believes Library Services may be delivered from such location, Elgin may, at its sole and absolute discretion, provide written notice to the Lessor of its intention to provide Library Services from such property, premises or location and the Parties shall work reasonably with each other to do any of the following: amend this Agreement such that it shall become applicable to the such location, or, terminate this Agreement and enter into a new lease agreement for such location.

30. Any notices to be given pursuant to this Agreement shall be sufficiently given if personally served upon the party or an officer of the party for whom it is intended, or mailed, pre-paid and registered, as follows:

To the Lessor:

The Corporation of the Municipality of West Elgin

22413 Hoskins Line  
PO Box 490  
Rodney, ON, N0L 2C0  
Attn: Chief Administrative Officer

To Elgin:

Corporation of County of Elgin  
450 Sunset Drive  
St. Thomas, ON, N5R 5V1  
Attn: Chief Administrative Officer

31. Time shall be of the essence, save and except as may be otherwise provided for and specified in this Agreement.
32. Amendment to this Agreement shall be permitted only in writing approved and executed by duly authorized officers of each of the Parties hereto.
33. No waiver of, failure to exercise, or delay in exercising any section of this Agreement constitutes a waiver of any other section (whether or not similar in substance) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.
34. This Agreement and any renewal thereof shall be governed by the laws of the Province of Ontario.
35. Any dispute between the Parties relating to any provision of this Agreement shall be referred to a sole arbitrator, to be mutually agreed upon between the Parties. If a sole arbitrator cannot be agreed upon by the Parties then the dispute shall proceed before three (3) arbitrators, in which event each party shall appoint one (1) arbitrator and the third arbitrator shall be chosen by the two (2) arbitrators chosen by the parties. The decision of the three (3) arbitrators, or a majority of them, shall be final and binding upon the Parties. All costs and expenses of such arbitration shall be borne by the Parties equally.
36. Words importing the singular number only shall include the plural and *vice versa*; words importing any gender shall include all genders; words importing person shall include firms and corporations and any recognized legal entity in the Province of Ontario.
37. This Agreement and everything contained in it shall extend to, bind, and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the Parties. All covenants contained in this Agreement shall be deemed joint and several and all rights and powers reserved to either party may be exercised by its respective authorized officers or agents.
38. Should any provision of this Agreement be adjudged to be invalid or unenforceable or otherwise illegal by any authority of competent jurisdiction then such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement under signature of their duly authorized officers on the date set forth:

Date: \_\_\_\_\_

) Corporation of the County of Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Warden

)

)

)

) per: \_\_\_\_\_

) Name: Julie Gonyou

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

Date: \_\_\_\_\_

) The Corporation of the Municipality of

) West Elgin

)

)

)

) per: \_\_\_\_\_

) Name:

) Position: Mayor

)

)

)

) per: \_\_\_\_\_

) Name: Magda Badura

) Position: Chief Administrative Officer

)

) *We have authority to bind the corporation*

**SCHEDULE "A"**

**WEST LORNE LIBRARY LEASE AGREEMENT**

Part of Lot 11, Plan 107, Municipality of West Elgin, County of Elgin

**SCHEDULE 'C'**  
**LESSOR CLEANING SERVICES**

	Service	Frequency
1	Vacuum and clean all halls, entrances, stairwells, landings and all public or common areas.	Weekly
2	Wash tile floors and dust all entrances, exits and storage rooms.	Weekly
3	Clean all public and staff washrooms, maintenance areas, including sinks, toilet bowls and mirrors.	Weekly
4	Dust fire bells and lights, exist signs and window ledges.	Monthly
5	Dust electrical panels, hot water tanks, pumps, pipes, etc.	Monthly
6	Dust all light fixtures.	Weekly
7	Replace all non-operational light bulbs and tubes in public areas	As required
8	Steam clean all carpets and mats	Annually – in Spring
9	Dust all drapes and blinds	Weekly
10	Spot clean door glass frames and doors	Weekly
11	Empty wastepaper and recycling baskets	Weely
12	Put garbage bags out to curbside for pick-up	Garbage Day
13	Exterior Windows – thoroughly clean all windows, screens and window wells, sills and ledges	Semi-Annually – Spring and Fall
14	Sweep sidewalks	As required or twice monthly, whichever is greater
15	Keep all sidewalks clear of snow – shall occur prior	As required
16	Spread ice removing pellets or other sufficient product on sidewalks, parking lots, driveways and any other exterior area where individuals may traverse	As required

NOTE: The Cleaning services herein described are at the sole cost and responsibility of the Lessor including, but not limited to, all costs related to labour, supplies and materials.





# MUNICIPALITY OF **West Elgin**

## **The Corporation Of The Municipality Of West Elgin**

### **By-Law No. 2022-62**

**Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on September 22, 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 September 22, 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 22<sup>nd</sup> day of September, 2022.

---

Duncan McPhail  
Mayor

---

Jana Nethercott  
Clerk