Municipality of West Elgin
Agenda
Council Meeting

Date: **April 13 2023, 9:30 a.m.**

Location: **West Elgin Community Complex - Hybrid Meeting**
160 Main St
West Lorne
Electronic Hybrid Meeting

This meeting will be held in a Hybrid format. This meeting is broadcasted and the recording made available after the meeting on the municipal website, pending any technical difficulties. 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.

Pages

1. **Call to Order**

2. **Adoption of Agenda**

   Recommendation:
   That West Elgin Council hereby adopts the Agenda as presented.

3. **Disclosure of Pecuniary Interest**

4. **Delegations**

   4.1 **P. Kennedy and K. Martel, Dillon Consulting - Draft Official Plan Update** 8

   Public can view the Draft Official Plan on website at:
   https://www.westelgin.net/en/business-and-development/we-plan.aspx

   Recommendation:
   That West Elgin Council hereby direct Staff and the Consultant to host public engagement sessions regarding the Draft Official Plan presented on April 13, 2023, to garner feedback from the public.

5. Public Meeting

Recommendation:
That Council hereby recess at _____ a.m. in order to proceed into a Committee of Adjustment Meeting.

6. Adoption of Minutes 63

Recommendation:
That the Minutes of the Regular Meeting of Council on March 23, 2023, the Special Meeting of Council on March 27, 2023 and the Committee of the Whole Meetings on March 30 and April 6, 2023 be adopted as circulated and printed.

7. Business Arising from Minutes

Recommendation:
That West Elgin Council hereby create the Old Town Hall Ad Hoc Committee for the purposes of reviewing and discussing options for the repurposing of the Old Town Hall building in Rodney;

And That _____ and _____ be appointed to the Ad Hoc Old Town Hall Committee;

And That West Elgin Council hereby direct staff to advertise for _____ members of the public, to represent the community on the Old Town Hall Committee.

8. Consent Agenda

Recommendation:
That the Consent Agenda for April 13, 2023 be received and filed

8.1 Monthly Staff Reports

8.1.1 Building Department Summary Report – March 2023 84

8.1.2 L. Gosnell, Manager of Operations & Community Services - Monthly Operations Update – March 2023 86

8.1.3 J. McArthur - Fire Chief - Monthly Report – March 2023 89

8.2 Communications from Other Municipalities

8.2.1 Elgin County - Notice of Decision 21179 Clachan Road 92

8.3 Other Items

8.3.1 AORS - Letter Regarding Enbridge Gas Locate Fee 95

8.3.2 International Day Against Homophobia and Transphobia - May 17 97

8.3.3 Municipal Elections Act – Report to Public on Financial Filing Compliance 100

8.3.4 Invitation to Official Opening of Child Care Centre 101

9. Staff Reports

9.1 Planning

9.1.1 Severance Application E12-23 – Comments to Elgin County – 20387 Pioneer Line 102

Recommendation:
That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application, File E12-23 – Comments to Elgin County (Planning Report 2023-12);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E12-23, 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.

9.1.2 Severance Application E 14 – 23 & E 15 – 23 – Comments to Elgin County –25361 Talbot Line 112

Recommendation:
That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent application File E14-23 and E15-23 – Comments to the County of Elgin (Planning Report 2023-13);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E14-23 and E15-23, subject to the Lower-Tier Municipal conditions in Appendix Two A and B of this report;

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

9.1.3 Severance Application E19-2023 – Comments to Elgin County – 13941 Colley Road 125

Recommendation:
That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application, File E19-23 – Comments to Elgin County (Planning Report 2023-14);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E19-23, 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.

9.1.4 R. Brown, Planner - Site Alteration By-law – Information and Recommendation Report 135

Recommendation:
That West Elgin Council hereby receives the report from Robert Brown, Planner regarding development and implementation of a site alteration by-law.

9.2 Clerk's

9.2.1 J. Nethercott, Clerk - 2023 Inclusive Community Grant 145

Recommendation:
That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: 2023 Inclusive Community Grant; and

That West Elgin Council hereby requests Staff proceed with applying for the 2023 Inclusive Community Grant for the creation of Multi Use Pathways in Miller Park and to continue the partnership with the Optimist Club of West Lorne for this project.

9.3 Finance/Administration

9.3.1 M. Badura, CAO/Treasurer Establishment of Trust Fund 150

Recommendation:
That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Establishment of Trust Fund; And

That West Elgin Council grants permission to accept the funds from the Rodney Cemetery Board with understanding to establish a trust fund; And

That West Elgin Council directs staff to prepare documentation and legal agreement outlining the management of the funds.

10. Committee and Board Report

10.1 Councillor Reports from Committees

10.2 Recreation Committee - Terms of Reference 153

Recommendation:
That West Elgin Council hereby adopt the Terms of Reference for the West Elgin Recreation Committee as recommended by the West Elgin Recreation Committee on March 22, 2023.

11. Accounts

Recommendation:
THAT the Deputy Mayor and Treasurer are hereby authorized to sign Payment Voucher #4 amounting to $2,023,707.43 in settlement of General, Road, Water and Arena Accounts including EFT #6476-6560, online Payments #1129-1141, cheque # 26148-26157 and Payroll PP06/07.

12. Consideration of Items Requiring Discussion

13. Council Inquires/Announcements

13.1 Notice of Motion

13.2 Statements/Inquires by Councillors

13.3 Matters of Urgency

14. By-Laws

14.1 By-Law 2023-25 - Technology Maintenance and Support Agreement 155

Recommendation:
That By-law 2023-25 being, a By-law to Authorize The Corporation of the Municipality of West Elgin and Zouling Technologies Inc for the Provision of Technology Maintenance and Support Services, be read a first, second and third and final time.

14.2 By-Law 2023-26 - Appoint Clerk 182

Recommendation:
That By-law 2023-26, being a By-law to Appoint a Clerk for the Municipality of West Elgin, be read a first, second and third and final time.

14.3 By-Law 2023-27 - Appoint Deputy Treasurer 183

Recommendation:
That By-Law 2023-27, being a By-law to appoint a Deputy Treasurer for the Municipality of West Elgin, be read a first, second and third and final time.

15. Closed Session

Recommendation:
That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at _____ a.m. under Section 239 2(f) consideration will be given to items pertaining to advice that is subject to solicitor-client privilege, including communications necessary for that purpose.

16. Report from Closed Session

17. Confirming By-Law

Recommendation:
That By-law 2023-28 being a By-law to confirm the proceeding of the Regular Meeting of Council held on April 13, 2023, be read a first, second and third and final time.

18. Adjournment

Recommendation:
That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 9:30 a.m. on April 27, 2023 or at the call of the Chair.

Municipality of West Elgin

Official Plan Review

Presentation of Draft Official Plan to Council
April 13, 2023

Outline

1. Recap: project purpose and process
2. Updates since the last Council touchpoint
3. Overview of Proposed New Official Plan
4. Boundary Adjustment Considerations
5. Next Steps

1.0

Recap: Project Purpose and Process

Official Plan Review Background

- In January 2021, the Municipality launched the New Official Plan project
- Current OP was adopted in 2008 and approved in 2011
- Since the adoption of the Plan, there have been a number of important changes which underpin the need for a new OP
  - Municipality is facing a number of emerging growth management pressures
  - New Provincial Policy Statement and legislation
  - New County Official Plan

The New Official Plan for the Municipality of West Elgin will

- Reflect matters of Provincial Interest under the *Planning Act*;
- Be consistent with the 2020 Provincial Policy Statement;
- Incorporate relevant legislative changes and policy directions;
- Address growth management and economic development directions; and,
- Consider the ability of existing settlement areas to accommodate growth and development.

Project Process

Background Review and Policy Directions

- ✓ Provincial Policy Statement Policy Audit
- ✓ Policy Background Report, including Population and Employment Projections
- ✓ Technical Advisory Committee Meeting #1
- ✓ Council Meeting #1

Draft Official Plan

- ✓ Policy Directions Report
- ✓ Technical Advisory Committee Meeting # 2
- ✓ Council Meeting # 2
- ✓ Draft Official Plan 1 (internal for planning staff review)
- ✓ Technical Advisory Committee Meeting # 3
- ✓ Draft Official Plan 2 (Draft for Consultation Purposes)

Final Official Plan

- ✓ Council Meeting # 3
- Public Consultation
- Final Official Plan
- Statutory Public Meeting under Planning Act
- Council Adoption

Today's Presentation

- Purpose of this Council Meeting and presentation is to
  - Review the process to date
  - Provide an overview of the Draft New Official Plan
  - Discuss potential boundary adjustment options
  - Seek Council direction to proceed with formal public consultation on the Draft New Official Plan

Question Break

2.0

Updates since the last Council meeting

Recall From Background Report: Key Themes to be Addressed in the New OP

- Growth Management
- Agriculture
- Cultural Heritage
- Natural and Hazard Lands/ Protecting Our Environment
- Economic Development
- Climate Change
- Housing

Council Workshop on Background Report

- Workshop held on October 5, 2021
- Council were provided with the opportunity to discuss vision and goals for the New OP and provide general feedback
- Feedback received from Council at that time centred on economic development and residential land supply. Key messages are contained in the Draft Policy Directions Report for further information

General directions from Council for the New OP

- Create user friendly policies that are easy to understand;
- Attract investors and developers for housing and economic development;
- Encourage partial or full servicing for new developments;
- Discourage industrial wind energy projects and/or include policies stating Council's position on wind energy projects; and
- Introduce a themes and policies related to economic development

Council Workshop on Policy Directions

- Workshop held April 7, 2022
- Council were provided an update on the land supply analysis, public feedback received through the online survey
- Vision, Goals and Objectives were presented for discussion and endorsement
- Key policy directions for each theme area to be covered in the Official Plan were presented to Council for endorsement in principle

Policy Directions- Recap

- Housing (affordability and a range and mix in housing types, forms and arrangements)
  - Targets to be established for population and housing units
  - Policies to support and encourage rental housing
  - Introduction of policy alignment with County OP's target for affordable units (20% of all new units to be affordable)
  - Policies to implement Planning Act changes regarding accessory dwelling units
- Economic Prosperity
  - Targets to be established for employment growth
  - Identification of new employment lands
  - Land use flexibility for a wider range and mix of commercial uses/ mixed uses where appropriate

Policy Directions- Other Themes

- Agriculture
- Natural Heritage, Natural Hazards and Cultural Heritage
- Environmental Conservation and Sourcewater Protection
- Climate Change & Green Design/Infrastructure
- Consultation, Engagement and Implementation

Working with the TAC to refine the Official Plan

- November/ December 2022: draft of the Official Plan was provided to staff for input
- December 2022: TAC met to discuss draft and obtain input from key technical experts
  - Municipality planning and engineering staff
  - Municipality CAO
  - County planner
- Feedback obtained from municipal staff incorporated into the Official Plan prior to presenting to Council and public
- Feedback from the County remains outstanding and has not been incorporated prior to presenting to Council and public

Question Break

3.0

Overview of the New Official Plan

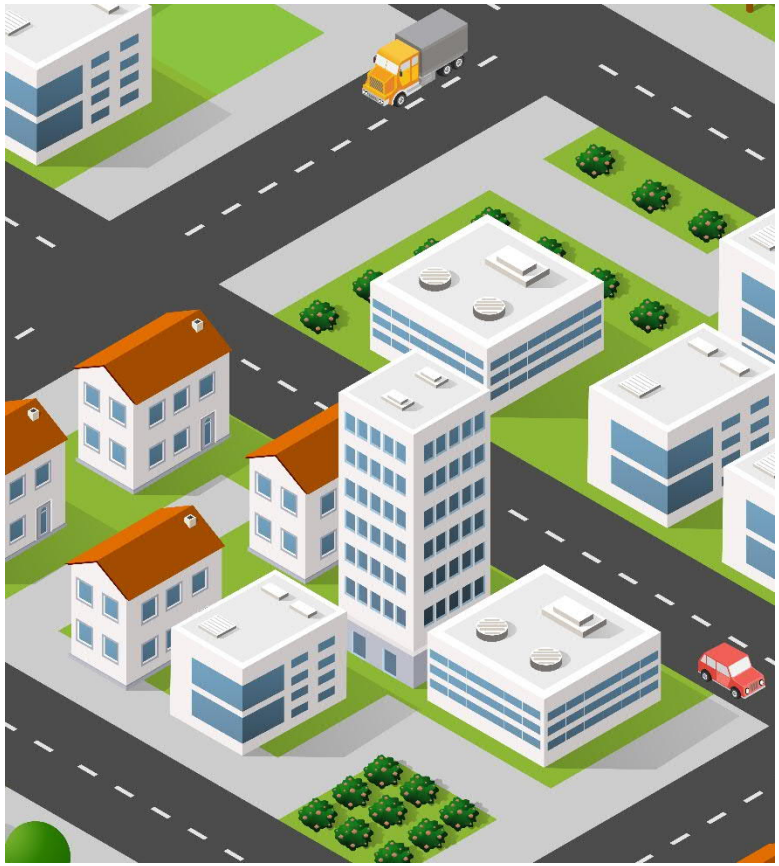
General Overview

The Official Plan is built around a shared vision for the future of West Elgin that speaks to several themes:

- **Section 2:** Vision and Goals;
- **Section 3:** Growth Management;
- **Section 4:** Economic Development;
- **Section 5:** General Policies;
- **Section 6:** Environment and Resource Policies;
- **Section 7:** Land Use Policies;
- **Section 8:** Secondary Plans; and,
- **Section 9:** Infrastructure.

The tools that West Elgin will use to support good planning decisions and provides definitions of specific terminology are in:

- **Section 1:** Basis and Context for the Plan;
- **Section 10:** Consultation and Engagement Policies;
- **Section 11:** Interpretation and Implementation; and,
- **Section 12:** Definitions



Foundational Elements- Vision

"To provide a framework for growth and ***development*** *aimed at enhancing the existing vibrant rural community with clear directions for protecting our agricultural and environmental assets; enhancing local services, community facilities and green spaces; ensuring that there is a range and mix of housing for current and future residents to meet their needs; and, providing opportunities for economic development."*

Foundational Elements- Goals

- To focus growth within the existing serviced **settlement areas** of Rodney and West Lorne while protecting the rural and agricultural character of hamlets and villages;
- To achieve and foster sustainable growth in population, economic development and housing;
- To improve the range of housing opportunities with compact and compatible **development** in an effort to build complete communities;
- To protect and enhance natural and cultural heritage features and areas of aggregate resource potential for extraction purposes; and
- To improve essential community services related to health, education, **recreation**, **infrastructure** and safety in collaboration with private partners and with neighbouring municipalities and the County.

Growth Framework and Municipal Structure- How Much Growth are we Planning for?

2021: 5,100 people
2031: 5,700 people
2046: 6,500 people
1% annual increase, 2021-2046

2021- 2046: 800 jobs
1.4% annual growth rate
(35 jobs/ year)

2021: 2,180 households
2046: 2,950 households
31 new households/ year
770 new households, 2021-2046

Growth Framework and Municipal Structure

- General growth strategy and overall structure/ hierarchy has not changed in terms of development hierarchy, however new targets and other measures have been introduced to assist in managing local growth priorities
- Opportunity to consider refinements to optimize land in Rodney and West Lorne
- Will need to add a minimum of 16 gross hectares of additional urban employment land by 2046 and identify potential opportunities for commercial and institutional lands

MUNICIPALITY OF WEST ELGIN OFFICIAL PLAN

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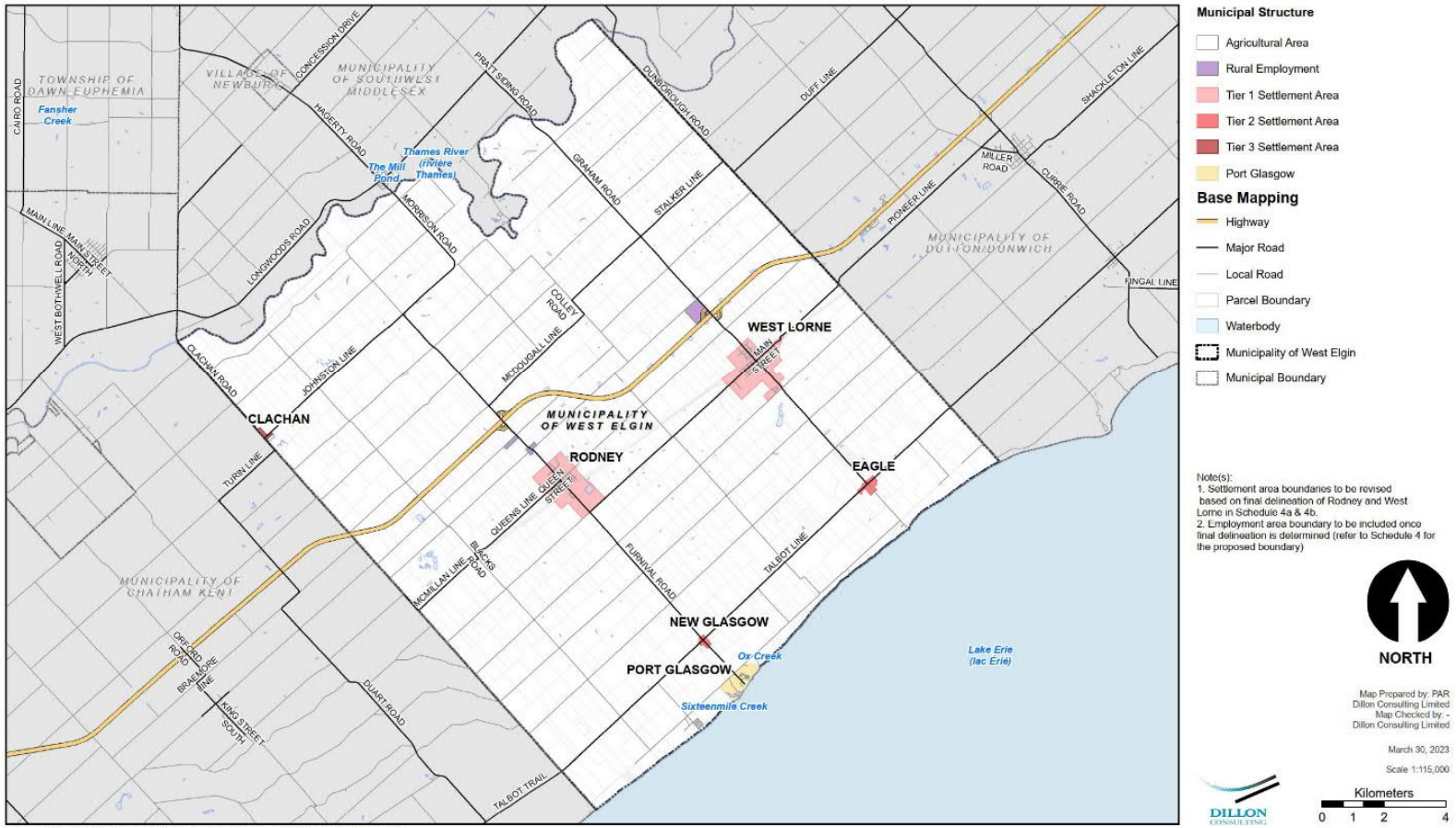
MUNICIPAL STRUCTURE

SCHEDULE 1



Municipal Structure

- Agricultural Area
- Rural Employment
- Tier 1 Settlement Area
- Tier 2 Settlement Area
- Tier 3 Settlement Area
- Port Glasgow

Base Mapping

- Highway
- Major Road
- Local Road
- Parcel Boundary
- Waterbody
- Municipality of West Elgin
- Municipal Boundary

Note(s):
1. Settlement area boundaries to be revised based on final delineation of Rodney and West Lorne in Schedule 4a & 4b.
2. Employment area boundary to be included once final delineation is determined (refer to Schedule 4 for the proposed boundary)

NORTH

Map Prepared by: PAR
Dillon Consulting Limited
Map Checked by: -
Dillon Consulting Limited

March 30, 2023

Scale 1:115,000

DILLON CONSULTING

Kilometers
0 1 2 4

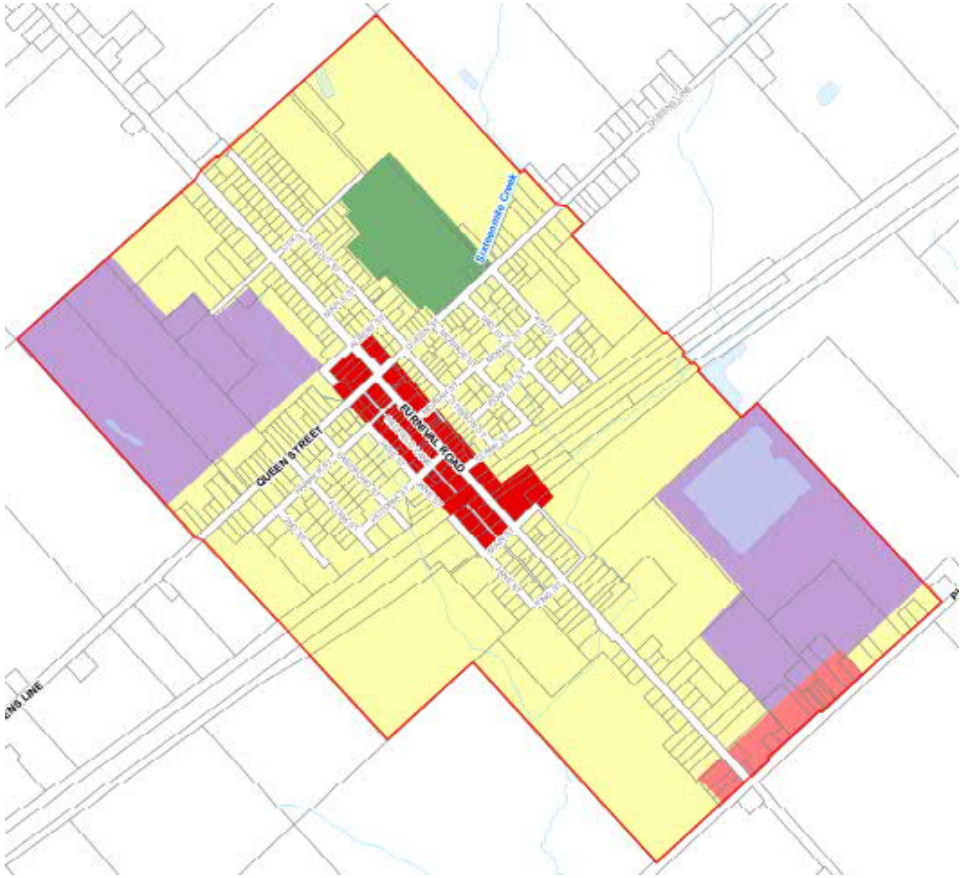
File Location: K:\2020\202990 West Elgin New Official Plan\Product\Client\Official_Plan\Sch1_Municipal_Structure.mxd

24

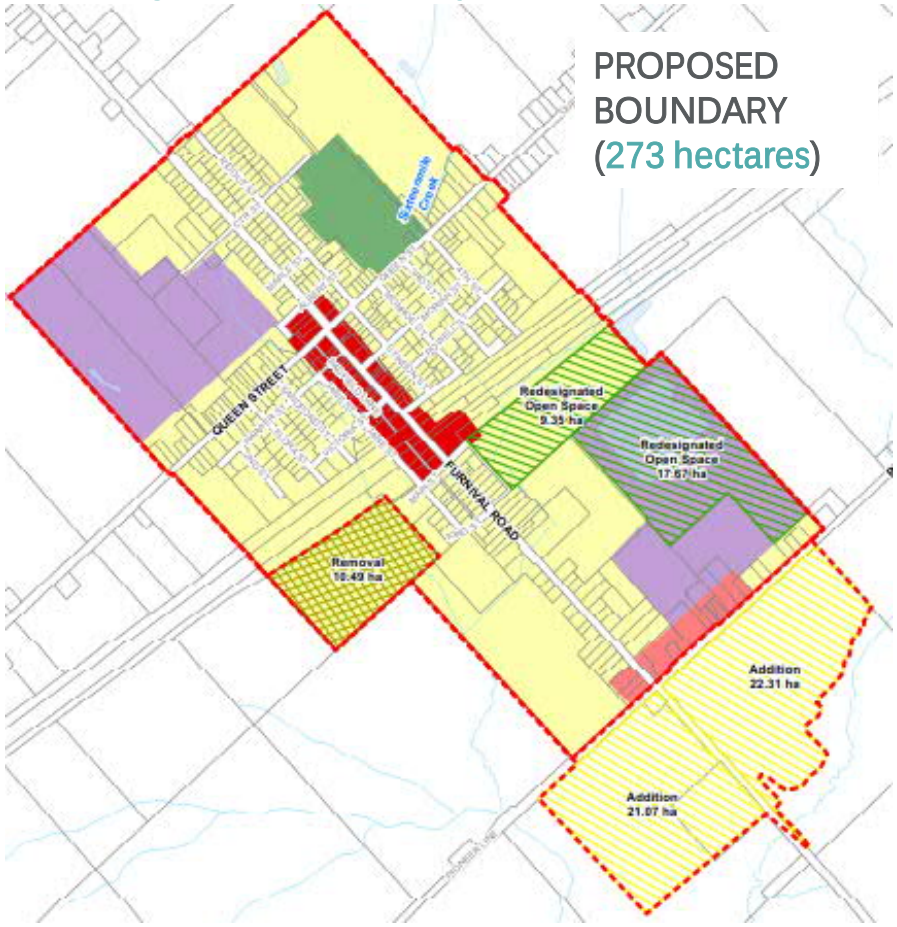
Growth Framework and Municipal Structure- Proposed Boundary Changes

- Land supply/demand analysis presented in the Background report showed that there was a sufficient supply of land within the urban settlement areas to accommodate the forecast growth
- At the prior Council meetings, we heard that not all land may be developable
- Following this, we met with senior staff and the Mayor to better understand constraints on designated lands
- Feedback pointed towards a number of vacant lands which may not be developable over the planning horizon, due to:
  - Perceived ownership constraints
  - Flooding constraints
  - Transportation / access limitations
  - Land use compatibility limitations
  - Natural heritage impacts
- The OP process allows potential options to rationalize boundaries in order to optimize development potential in West Lorne and Rodney
- Proposed boundary changes are included in the Draft Official Plan

Growth Framework and Municipal Structure- Rodney Current Boundary (238 hectares)

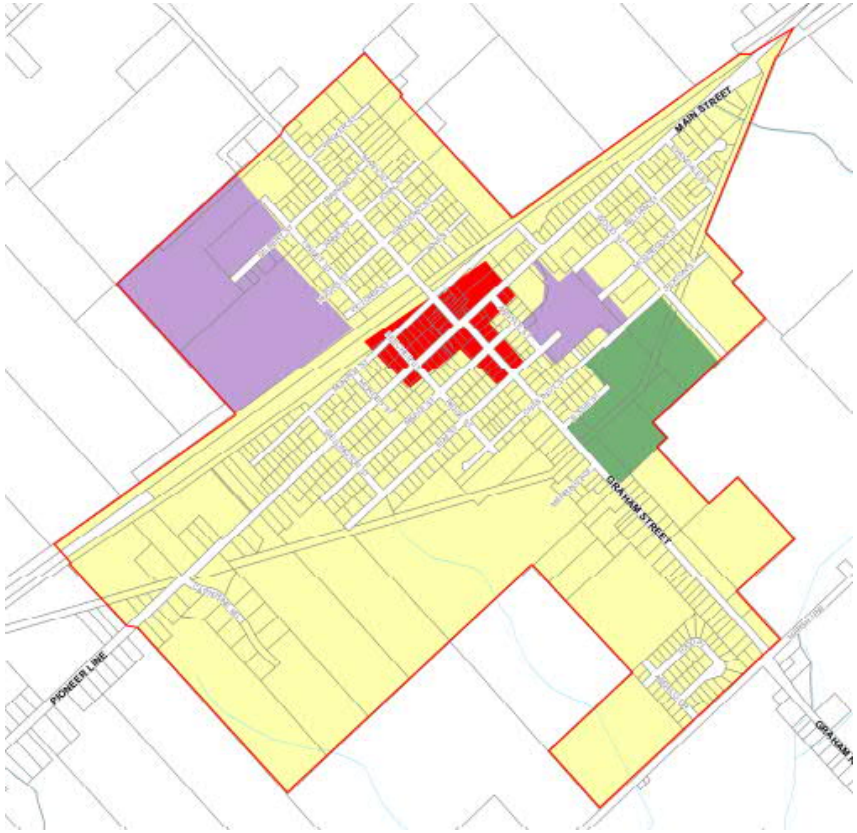


Growth Framework and Municipal Structure- Proposed Boundary Changes in Rodney



- 27 hectares to remain in boundary but be re-designated to Open Space and non-developable
- 10.5 hectares to be removed
- 43 hectares to be added for residential purposes
- 3 hectares in road ROWs to be added
- TOTAL REMOVALS/ REDESIGNATIONS: 48 hectares
- TOTAL ADDITIONS: 46 hectares
- NET CHANGE: -2 hectares

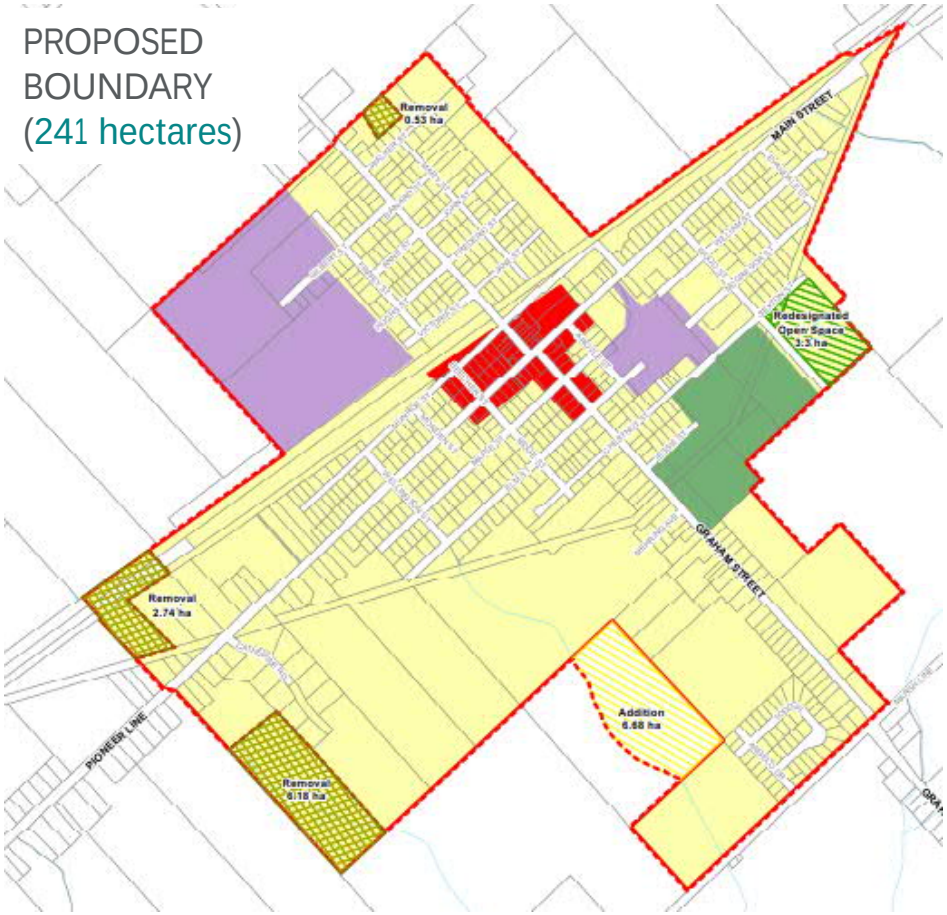
Growth Framework and Municipal Structure- West Lorne Current Boundary (244 hectares)



28

Growth Framework and Municipal Structure- Proposed Boundary Changes in West Lorne

PROPOSED BOUNDARY (241 hectares)

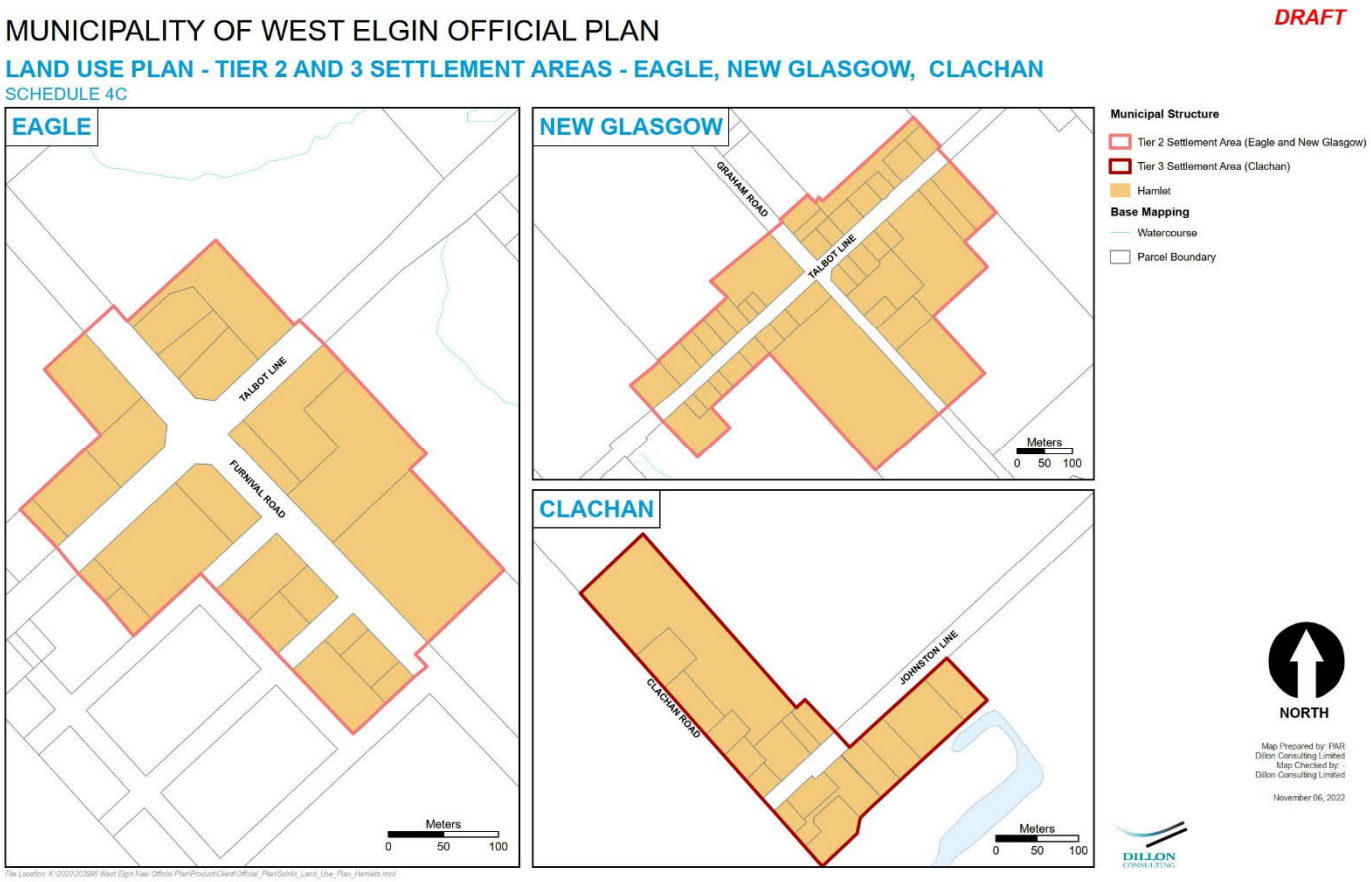


- 3 hectares to remain in boundary but be re-designated to Open Space and non-developable
- 9.5 hectares to be removed
- 7 hectares to be added for residential purposes
- TOTAL REMOVALS: 12.5 hectares
- TOTAL ADDITIONS: 7 hectares
- NET CHANGE: -5.5 hectares

Boundary Change Summary

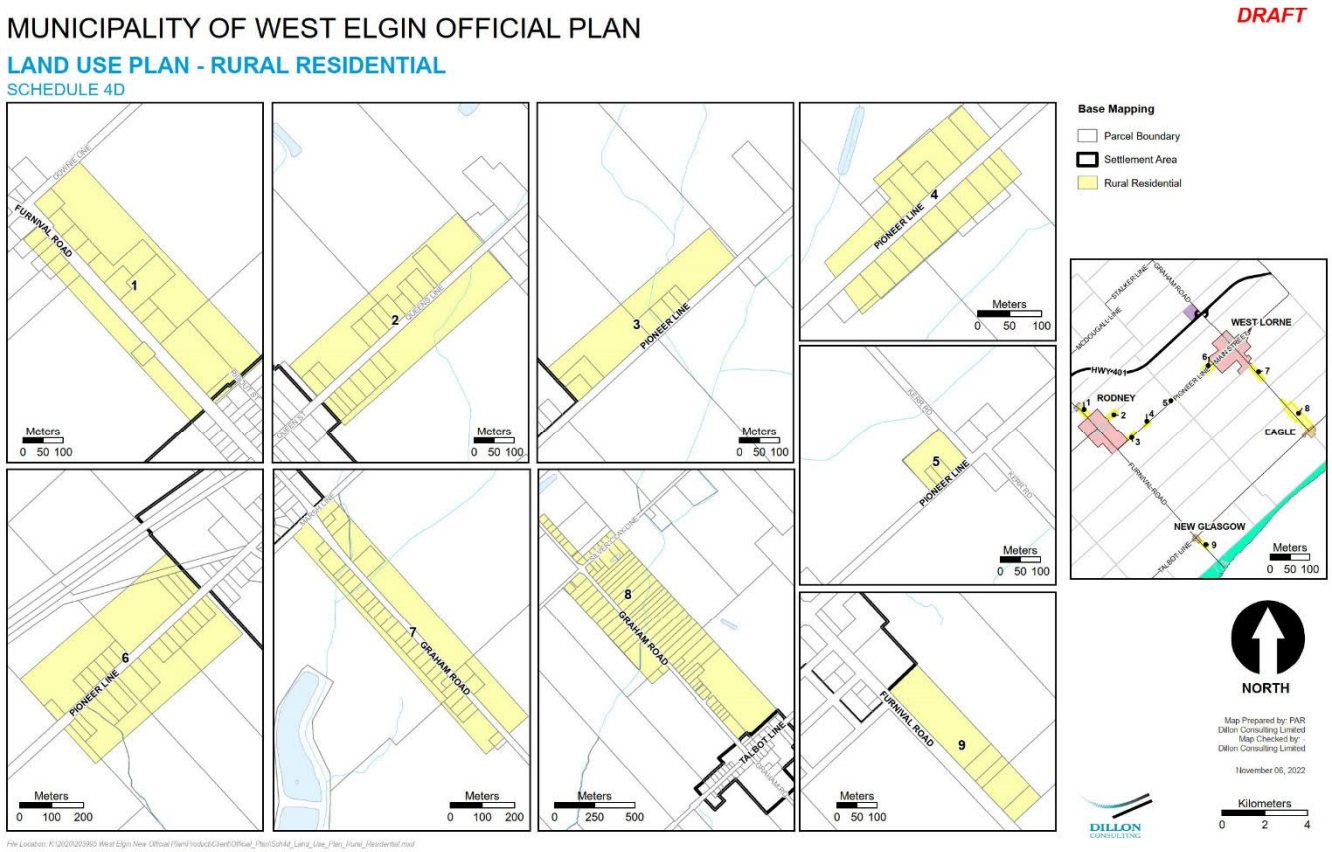
Settlement Area	Lands to be Removed/ Redesignated (hectares)	Lands to be Added (hectares)
Rodney	48	46
West Lorne	12.5	7
TOTAL	60.5	53
NET CHANGE	-7.5 hectares	

Growth Framework and Municipal Structure



31

Growth Framework and Municipal Structure



32

Question Break

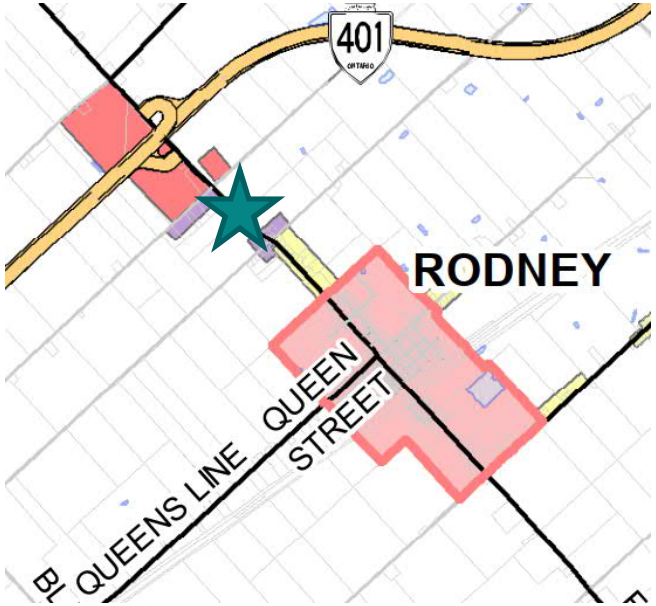
Economic Development- Section 4

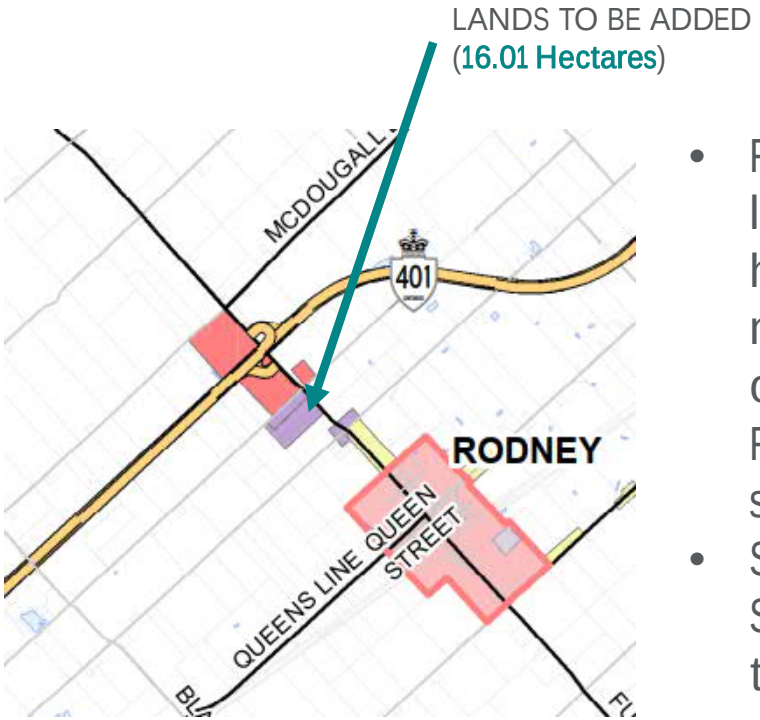
- Objectives for economic development
- Generally broad, building on the policy framework
- A future economic development strategy could support policy amendments in the years to come
- Land use considerations for intensification of employment areas and redevelopment of employment sites
- Introducing additional land for employment uses to reflect the future demand identified by Watson could support economic development and employment attraction
- Watson identified that approximately 16 hectares of new land is needed to address shortfall

Economic Development- Section 4

- The location of future employment lands expansion areas should give consideration to:
  - Good access to regional transportation networks
  - Physical connectivity of proposed area to existing employment lands to create a contiguous employment area
  - Flat to slightly rolling topography in areas with minimal environmental issues
  - Potential for efficient and effective vehicular access and circulation, particularly for heavy truck traffic
  - Buffering in order to minimize noise and air pollution to neighbouring residential and other non-residential areas

Economic Development- Section 4





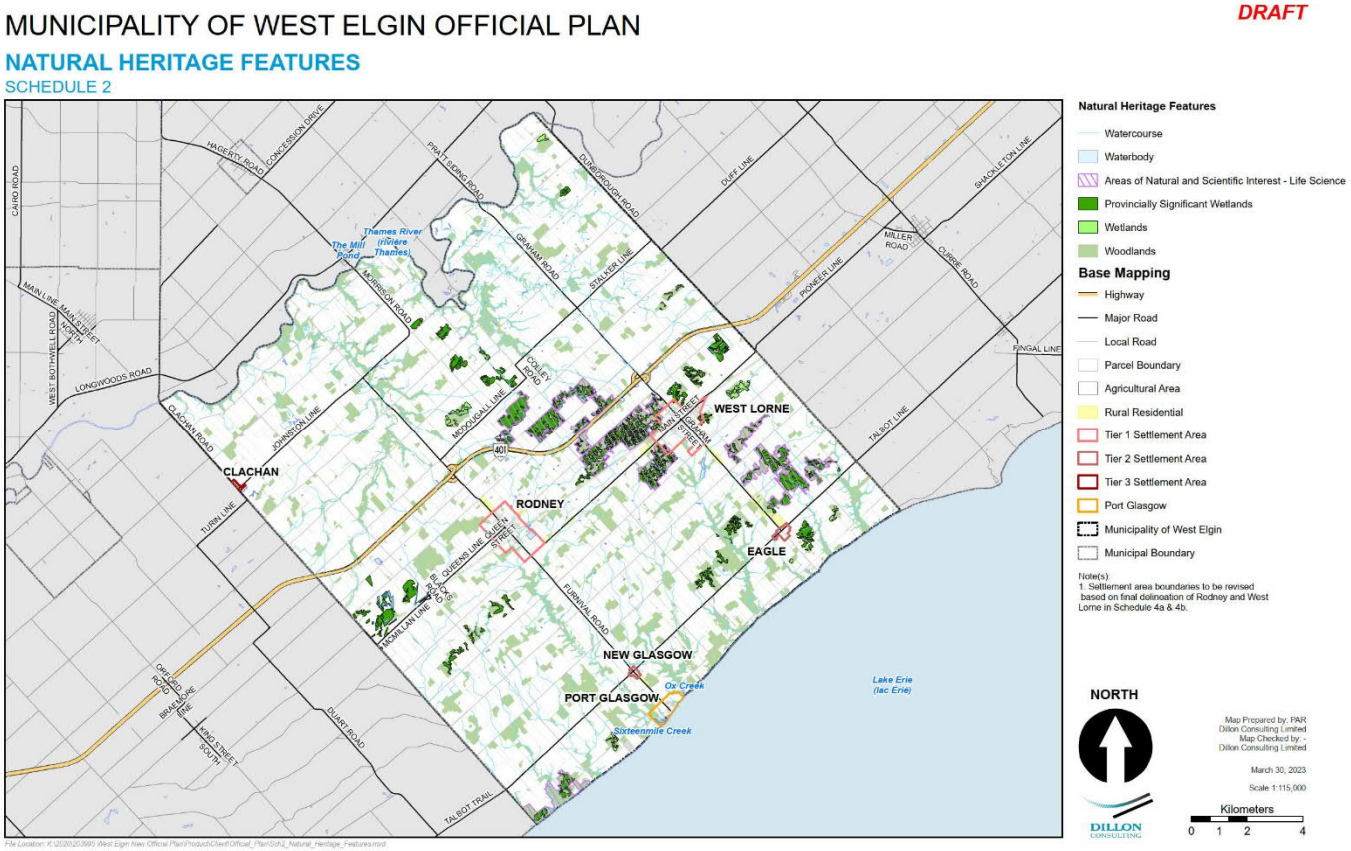
- Recommended location- link the highway node near municipal offices to the Rodney settlement area.
- Shown on Schedule 4 of the Official Plan

Question Break

General Policies- Section 5

- Apply throughout the municipality
- Broad, overarching
  - Complete Communities
  - Climate Change
  - Parks, Open Space, Trails and Recreational Facilities
  - Accessory Dwelling Units
  - Home Occupations and Businesses
  - Bed and Breakfasts
  - Group Homes, Lodging Houses
  - Cannabis Growth
  - Institutional Uses
  - Land Use Compatibility
  - New Development Compatibility
  - Infrastructure Considerations

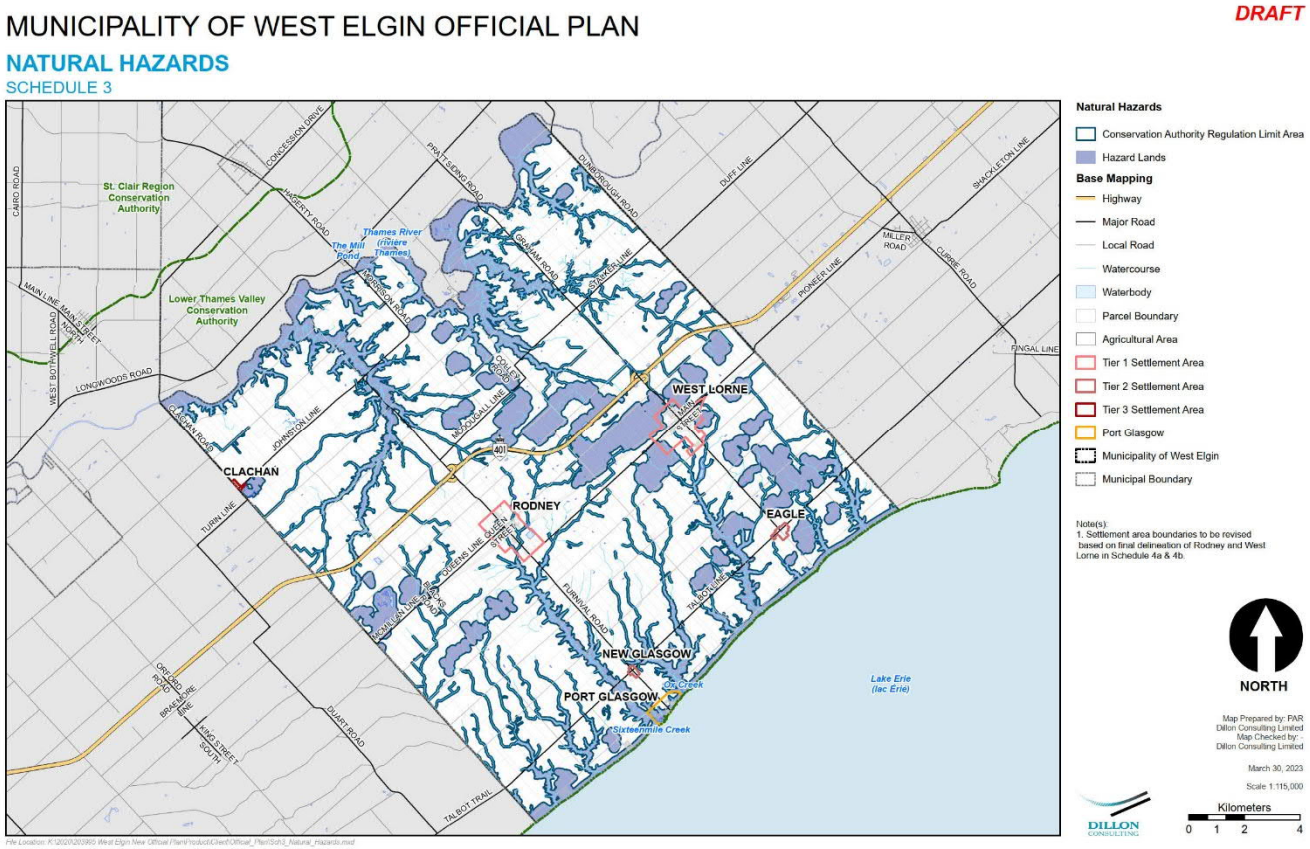
Environment and Resources- Section 6



- Natural Heritage mapping updated to reflect latest MNRF mapping & County Study
- Policies provided to address matters of PPS conformity

39

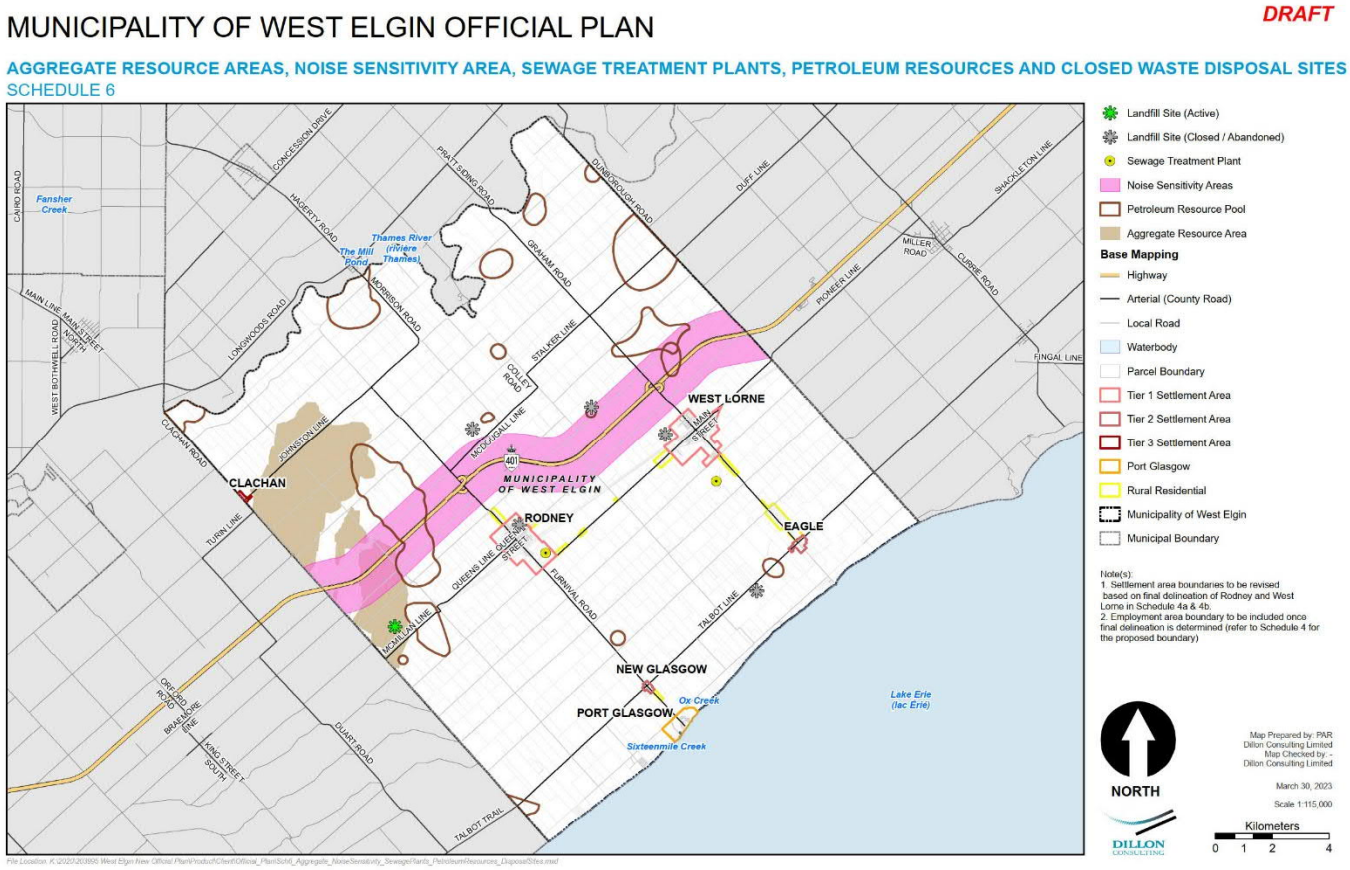
Environment and Resources- Section 6



- Hazard land mapping to reflect Conservation Authority mapping
- Policies provided to address matters of PPS conformity

40

Environment and Resources- Section 6



- Aggregate resource areas identified
- Aggregate policies included

41

Question Break

Land Use Policies- Section 7

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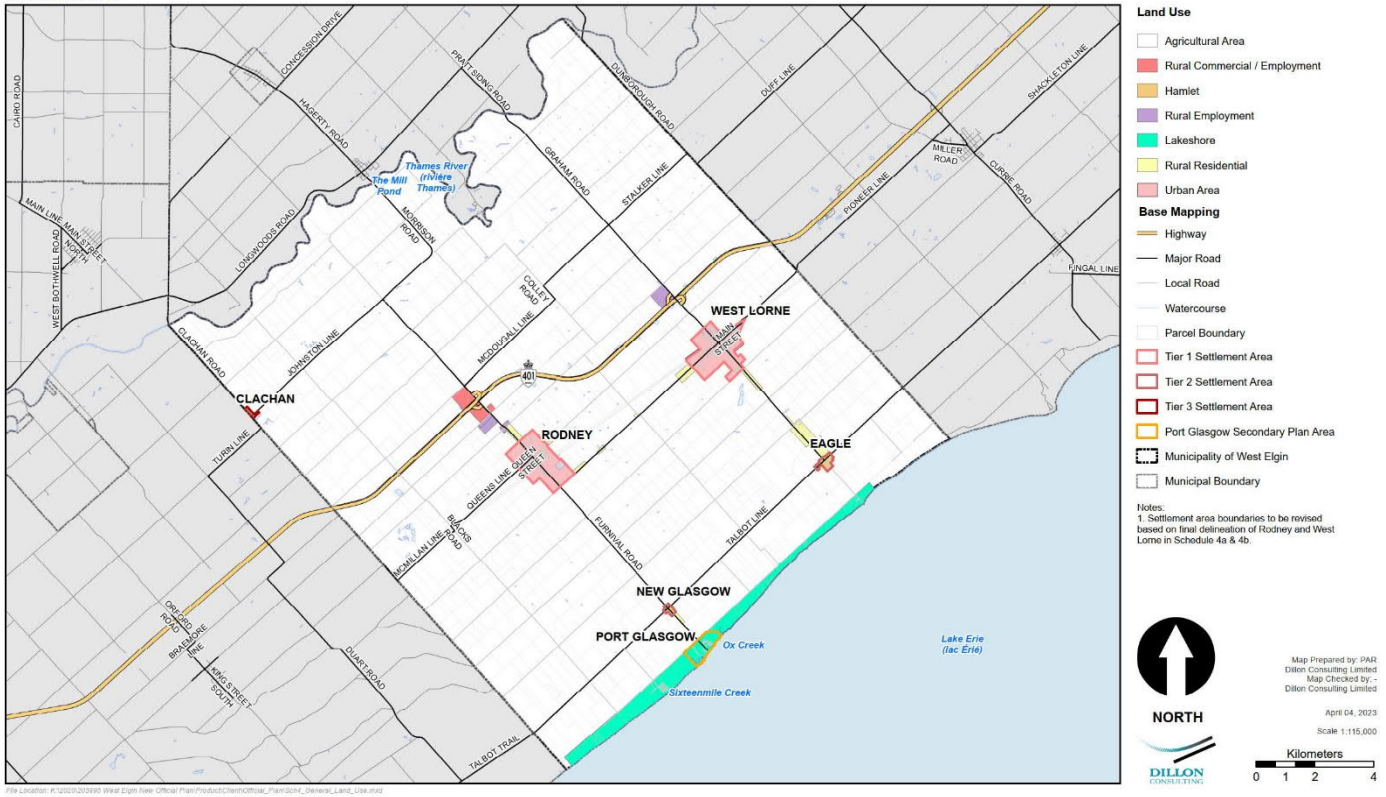
GENERAL LAND USE

SCHEDULE 4



43

Land Use Policies- Section 7

MUNICIPALITY OF WEST ELGIN OFFICIAL PLAN

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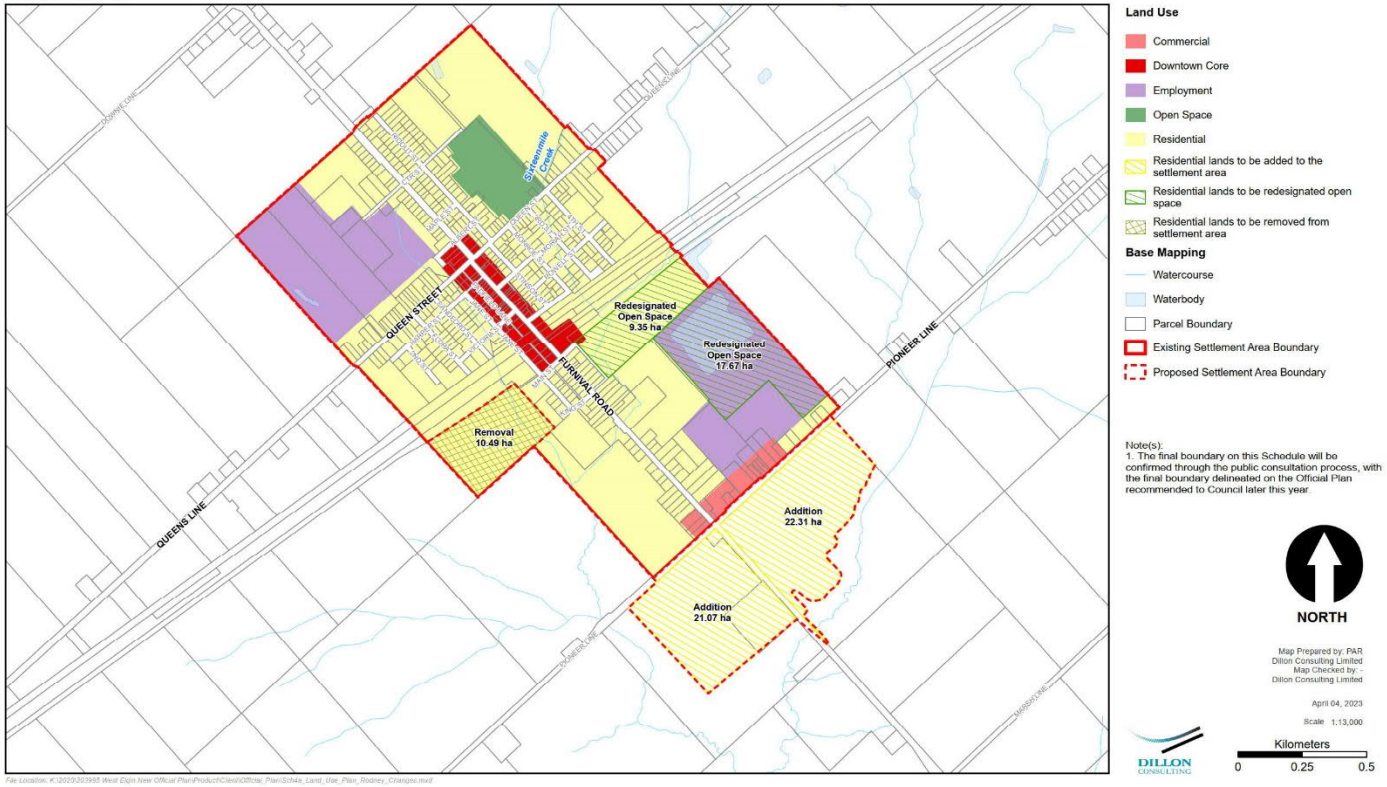
LAND USE PLAN- SETTLEMENT AREA- RODNEY PROPOSED BOUNDARY

SCHEDULE 4A



44

Land Use Policies- Section 7

MUNICIPALITY OF WEST ELGIN OFFICIAL PLAN

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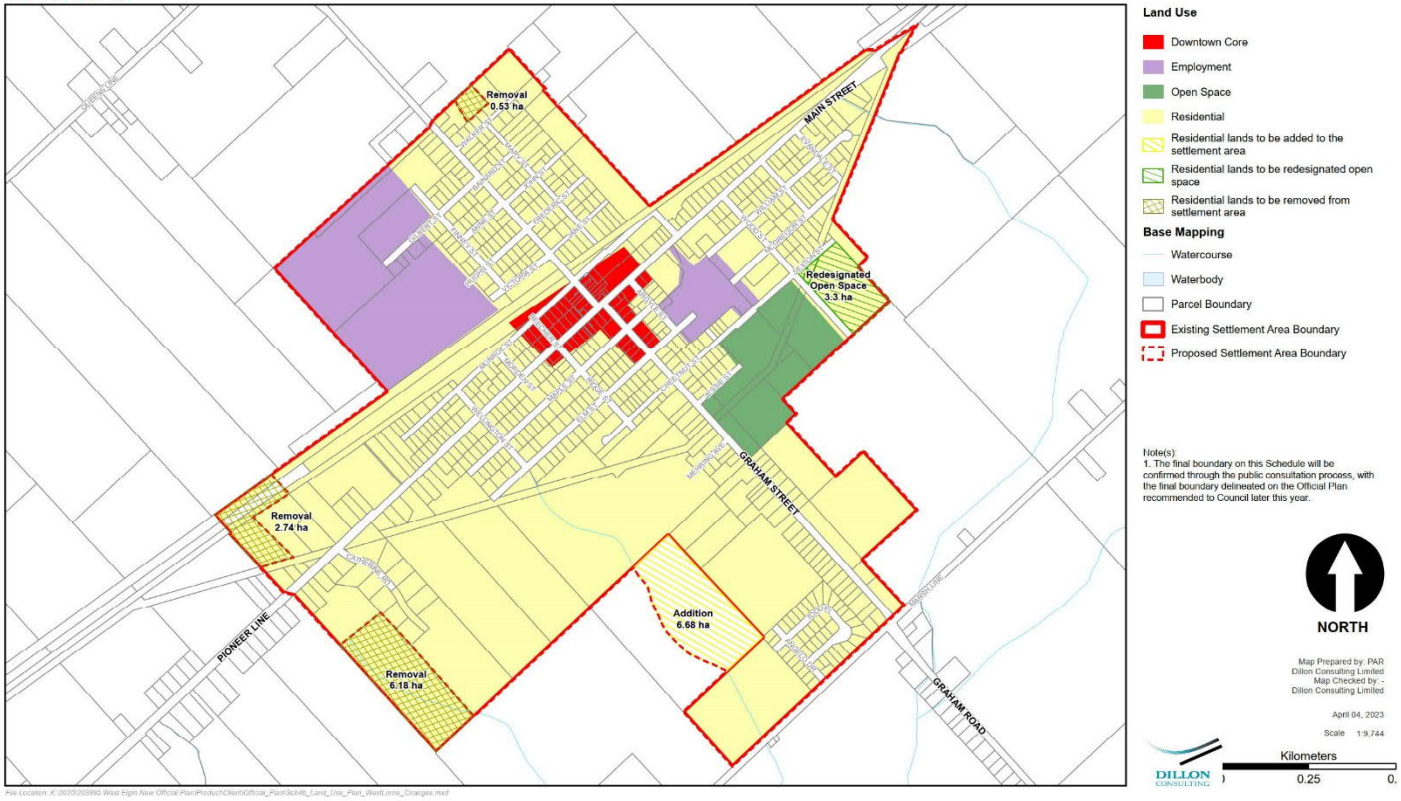
LAND USE PLAN- SETTLEMENT AREA- WEST LORNE PROPOSED BOUNDARY

SCHEDULE 4B



Secondary Plans- Section 8

MUNICIPALITY OF WEST ELGIN OFFICIAL PLAN

LAND USE PLAN - PORT GLASGOW SECONDARY PLAN AREA

SCHEDULE 4E

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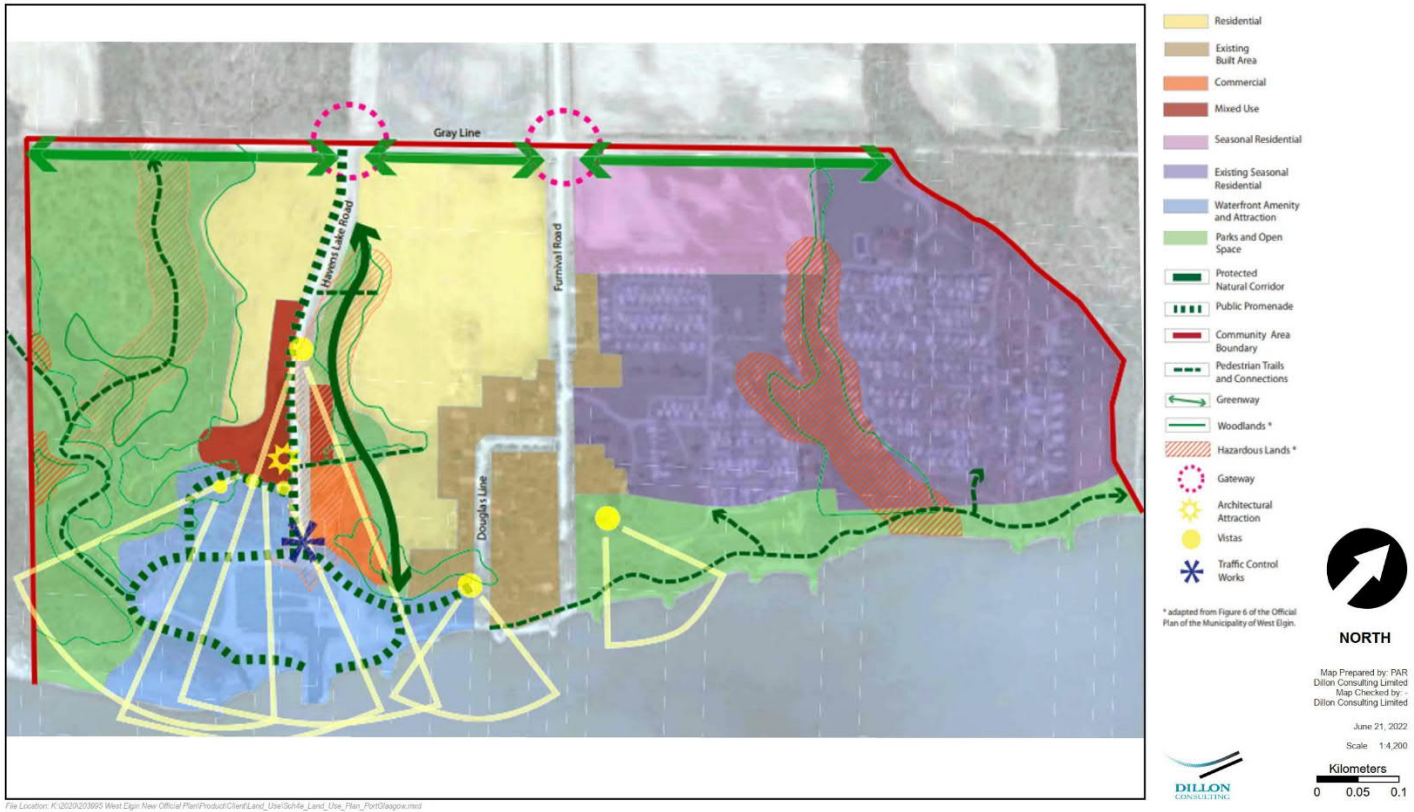


- Carry-over of existing policies and land use framework from current Official Plan

46

Question Break

Infrastructure- Section 9

- Transportation
- Water, Wastewater and Stormwater Management
- Electrical Power Facilities
- Alternative and Renewable Energy Systems, Energy Conservation and Generation
- Waste Management
- Public Utilities
- Green Design and Infrastructure
- Human Made Hazards

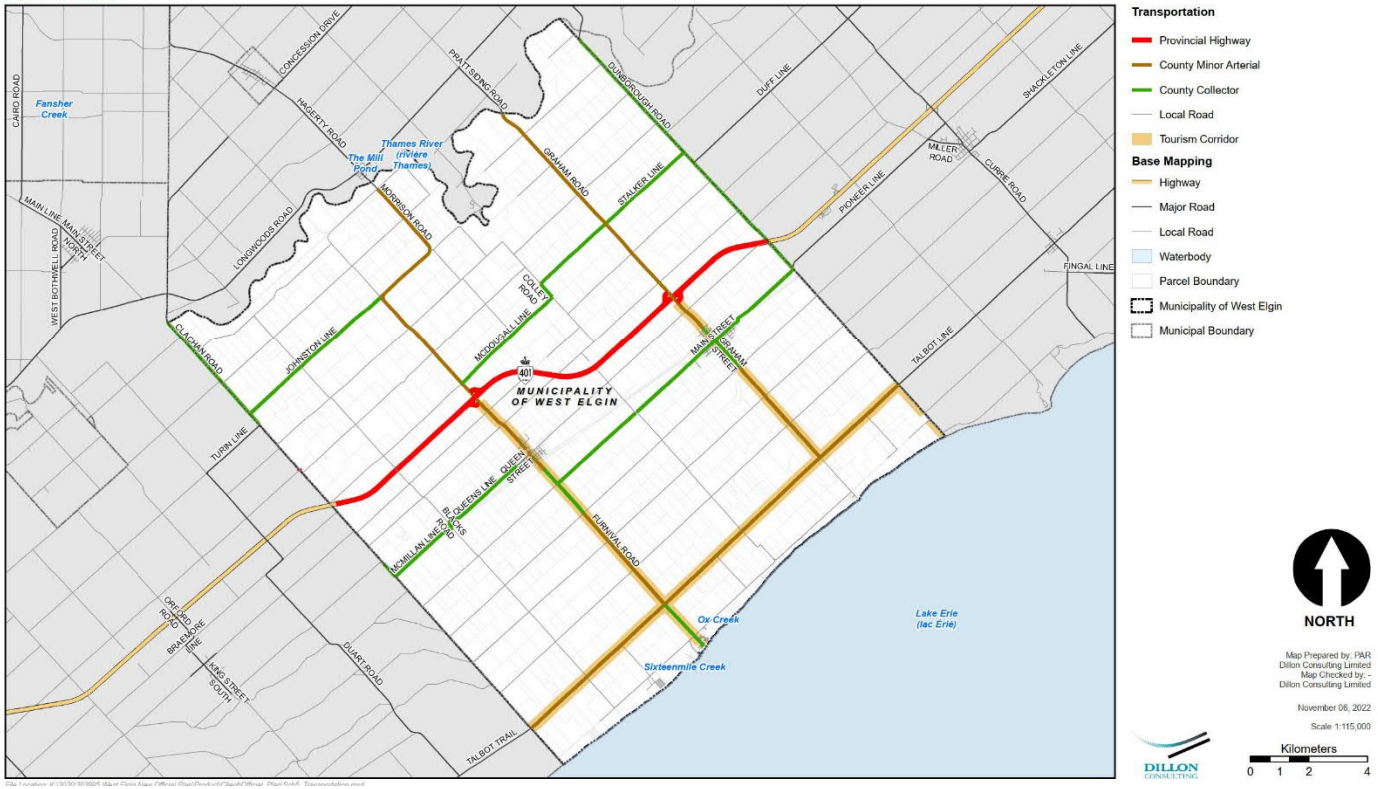
Infrastructure- Section 9

MUNICIPALITY OF WEST ELGIN OFFICIAL PLAN

TRANSPORTATION

SCHEDULE 5

DRAFT



Question Break

Implementation Pieces

- Section 1, 10, 11, 12 deal with matters of implementation
  - Administration
  - Engagement/ Consultation
  - Complete Applications
  - Interpretation
  - Definitions

Question Break

5.0

Next Steps

Next Steps

- Seek direction from Council today to proceed to formal consultation- **Today**
- Formal Consultation Period- **Spring 2023**
  - Draft available for comment on project webpage- **following direction from Council**
  - Meeting with agencies, stakeholders- **continuous/ ongoing**
  - Public Open House- **early May**
  - Statutory Public Meeting- **early June**
- Internal review of comments/ finalize OP for adoption- **late June/ early July**
- Adoption meeting- **July 20th, 2023**

Thank you!

Municipality of West Elgin

Minutes

Council Meeting

March 23, 2023, 9:30 a.m.
West Elgin Community Complex - Hybrid Meeting
160 Main St
West Lorne
Electronic Hybrid Meeting

Present:	**Deputy Mayor R. Leatham** **Councillor T. Tellier** **Councillor Navackas** **Councillor Denning**
Staff Present:	**M. Badura, CAO/ Treasurer** **J. Nethercott, Clerk** **L. Gosnell, Manager of Operations & Community Services** **Robert Brown, Planner**
Also Present:	**Carolyn Krahn, Secretary EPSB** **David Jenkins, Chair EPSB** **Insp. Loucas, Elgin Area OPP Detachment Commander** **Eleonore Schneider, ONE Investment** **Keith Taylor, ONE Investment**

This Meeting was held in Hybrid format and the recording available at www.westelgn.net

1. Call to Order

Deputy Mayor Leatham called the meeting to order at 9:30 a.m.

2. Adoption of Agenda

Resolution No. 2023- 104
Moved: Councillor Navackas
Seconded: Councillor Tellier

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3. Moment of Silence in Tribute to Mayor McPhail

Council held 2 minutes of Silence and viewed a slide show in memory of the passing of Mayor Duncan McPhail on March 11, 2023

4. Disclosure of Pecuniary Interest

No disclosures

5. Delegations

5.1 Elgin Group Police Service Board - D. Jenkins and Inspector Loucas

Deputy Mayor Leatham welcomed David Jenkins, Chair of Elgin Group Police Services Board and Carolyn Krahn, Secretary of EGPS and Detachment Commander Insp. Loucas.

Inspector Loucas reviewed the Annual Elgin OPP Report.

Chair Jenkins went through the Elgin Group Police Services Board members and provided an overview of their current concerns.

Carolyn Krahn provided an update on the Community Safety and Policing Act and the next steps.

Council recessed at 10:06 a.m. and reconvened at 10:12 a.m.

5.2 Eleonore Schneider, ONE Investment - Presentation on Investing

Elenore Schneider provided an overview of ONE Investment and what services they provide to municipalities' across Ontario.

Keith Tayler provided an overview of the investing products and the governing legislation.

CAO/Treasurer Magda Badura requested Council direction to enter into an agreement with ONE Investment and to develop the required policies and procedures.

Council provided direction to staff to enter into an agreement with ONE Investment and develop polices and procedures for investing.

6. Committee of Adjustment

Resolution No. 2023- 105
Moved: Councillor Tellier
Seconded: Councillor Navackas

That Council hereby recess at 10:35 a.m. in order to proceed into a Committee of Adjustment Meeting under section 45 of *Planning Act.*

Carried

Council reconvened in Regular Meeting of Council at 10:43 a.m.

7. Adoption of Minutes

Resolution No. 2023- 106
Moved: Councillor Denning
Seconded: Councillor Navackas

That the Minutes of the Council meeting on March 9, 2023 be adopted as circulated and printed.

Carried

8. Business Arising from Minutes

None.

9. Consent Agenda

Resolution No. 2023- 107
Moved: Councillor Navackas
Seconded: Councillor Denning

That the Consent Agenda for March 23, 2023 be received and filed, minus Item number 9.1.1.

Carried

9.1 Communications from Other Municipalities

9.1.2 Chatham-Kent - Support Bill 5 - Stopping Harassment and Abuse by Local Leaders Act

9.1.3 Township of Malahide - Call to Action : Review of Cannabis Act

9.1.4 Township of Ashfield-Colborne-Wawanosh - Future Accuracy of the Permanent Register of Electors

9.1.5 Town of Petrolia - Call to Provincial Government to End Homelessness in Ontario

9.1.6 City of Cambridge - Barriers for Women in Politics

9.1.7 Dutton Dunwich - Review of Provincial Policy Statement

9.1.8 North Perth - School Bus Stop Arm Cameras

9.1.9 Howick Township - School Board Elections

9.1.10 Mayor Shelley Ann Bentley, Haldimand County - Condolences

9.1.11 Darrin Caniff, Mayor Chatham-Kent - Condolences

9.1.12 Jerry Acchione, Deputy Warden Oxford County - Heartfelt Sympathies

9.1.13 Elgin County Council Highlights - March 14, 2023

9.2 Other Items

9.2.1 Ministry of Natural Resources and Forestry - Invitation to listening session on legacy oil and gas wells

9.2.2 L360 Condolences

9.2.3 MPAC Condolences

9.3 Monthly Reports

9.3.1 Monthly Operations Update – February 2023

10. Staff Reports

10.1 Operations & Community Services

10.1.1 L. Gosnell, Manager of Operations & Community Services - 2023 Dust Suppressant Tender

Resolution No. 2023- 108
Moved: Councillor Tellier
Seconded: Councillor Denning

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

That West Elgin Council hereby grants pre-budget approval in the amount of $213,750.00 plus applicable taxes as submitted by Eastern Oilfield Services Ltd. for supply and application of dust suppressant.

Carried

10.1.2 L. Gosnell, Manager of Operations & Community Services - 2023 Gravel Tender - 2023-11-Operations Community Services

Resolution No. 2023- 109
Moved: Councillor Navackas
Seconded: Councillor Denning

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

That West Elgin Council hereby grants pre-budget approval in the amount of $323,700.00 plus applicable taxes from Johnston Brothers Ltd. for supply & application of maintenance gravel.

Carried

10.2 Clerk's

10.2.1 J. Nethercott, Clerk - Vacancy of the Office of Mayor

Resolution No. 2023- 110
Moved: Councillor Denning
Seconded: Councillor Navackas

That West Elgin Council hereby receives the report from J. Nethercott Clerk, re: Vacancy of the Office of the Mayor for information purposes; and

That West Elgin Council direct staff to introduce a by-law to Declare the Office of the Mayor Vacant, during the by-law portion of the March 23, 2023 Agenda.

Carried

10.2.2 J. Nethercott, Clerk - Options for Filling a Vacancy on Council

Resolution No. 2023- 111
Moved: Councillor Denning
Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: Options for Filling a Vacancy on Council for information purposes.

Carried

10.2.3 J. Nethercott, Clerk - Council Meeting Start Time Survey Results

Council received the report and provided direction to staff to return with a report on options, once the composition of Council is decided.

10.3 Finance/Administration

10.3.1 M. Badura, CAO/Treasurer - Consolidated Linear Infrastructure Environmental Compliance Approval

Resolution No. 2023- 112
Moved: Councillor Tellier
Seconded: Councillor Navackas

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Consolidated Linear Infrastructure Environmental Compliance Approval (CLI-ECA), and That West Elgin Council approve Ontario Clean Water Agency (OCWA) proposal to undertake the completion of Municipal Sewage Collection System (CLI-ECA) application for the Ministry of Environment, Conservation and Parks (MECP) in the amount not the exceed $7,100.00 exclusive of HST.

Carried

10.3.2 M. Badura, CAO/Treasurer - Strategic Plan

Resolution No. 2023- 113
Moved: Councillor Navackas
Seconded: Councillor Tellier

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Strategic Plan and approve the proposal from Jennifer Kirkham, Michevious Cat Productions in the amount of $21,500.00 plus applicable taxes; and that West Elgin Council hereby chooses Option 2 and to include a mission/vision statement.

Carried

10.4 M. Badura, CAO/Treasurer - 2023 Compensation Review

Resolution No. 2023- 114
Moved: Councillor Denning
Seconded: Councillor Navackas

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2023 Compensation Review;

AND FURTHER, that West Elgin Council accepts the proposal by ML Consulting to undertake a Pay Equity and Compensation review at a cost of $25,200.00 (excluding HST), plus travel and out of pocket expenses; and

That West Elgin Council hereby gives pre-budget approval for the Pay Equity and Compensation review.

Carried

11. Committee and Board Report

11.1 Councillor Reports from Committees

Councillor Denning reported that the West Elgin Community Centre Board of Management met on Wednesday March 22, with the focus of the meeting on the 2023 Kraft Hockeyville progress.

12. Accounts

Resolution No. 2023- 115
Moved: Councillor Tellier
Seconded: Councillor Denning

THAT the Deputy Mayor and Treasurer are hereby authorized to sign Payment Voucher #3A amounting to $245,443.73 in settlement of General, Road, Water and Arena Accounts including EFT#6448-6475, online Payments#1086-1128, cheque # 26144-26147 and Payroll PP05.

Carried

13. Consideration of Items Requiring Discussion

13.1 J. Small - Kraft Hockeyville Request

Councillor Denning reported that West Elgin Community Centre Board of Management approved a $2,000 grant for the West Lorne Kraft Hockeyville 2023 Committee.

13.2 Chatham-Kent - Reducing Municipal Insurance Costs

Councillor Tellier stated she wanted to discuss the insurance costs and enquired about how much West Elgin's has gone up. CAO/Treasurer Magda Badura reported that in the last 5 years West Elgin's insurance rates have doubled and further stated that the plan is to go to market for insurance later this year, to see if better rates can be obtained. Ms. Badura reported that the major issue with municipal insurance is the liability costs and that is set by the market not individual municipalities' claims.

Councillor Denning enquired if our deductibles are increased would this effect the rates? CAO/Treasurer stated she would look into this and report back to Council.

14. Council Inquires/Announcements

14.1 Notice of Motion

14.2 Statements/Inquires by Councillors

14.3 Matters of Urgency

Resolution No. 2023- 116
Moved: Councillor Navackas
Seconded: Councillor Tellier

Whereas West Elgin is undertaking a Pay Equity Study in 2023; and

Where as West Elgin, like other municipalities, is experiencing a significant employee turnover rate; and

Now Therefore West Elgin Council hereby direct the CAO to initiate an Organizational Review, that shall include reviews of the work place environment, recruitment and retention of employees process.

Carried

Resolution No. 2023- 117
Moved: Councillor Denning
Seconded: Councillor Tellier

Whereas West Lorne Arena is in the Top 4 for the 2023 Kraft Hockeyville competition; and

Whereas West Lorne Minor Hockey has done an amazing job of promoting community spirt; and

Now Therefore West Elgin Council hereby approves contributing up to $150,000 from reserves to the proposed upgrades to the West Lorne Arena, should West Lorne win the Kraft Hockeyville 2023 Contest.

Carried

15. Upcoming Meetings

- Four Counties Transportation Advisory Committee - March 28 @ 9:30 a.m.
- Tri-County Water Board - March 28 @ 7 p.m.
- Committee of the Whole (Budget) - March 30 @ 9 a.m.
- Committee of the Whole (Budget) - April 6 @ 9 a.m.
- West Elgin Community Board of Management - April 12 @ 9 a.m.
- Council - April 13 @ 9:30 a.m.

16. By-Laws

Resolution No. 2023- 118
Moved: Councillor Tellier
Seconded: Councillor Denning

That By-law 2023-23, being a By-law to declare the Office of the Mayor Vacant, be read a first, second and third and final time.

Carried

17. Confirming By-Law

Resolution No. 2023- 119
Moved: Councillor Navackas
Seconded: Councillor Denning

That By-law 2023-22 being a By-law to confirm the proceeding of the Regular Meeting of Council held on March 23, 2023, be read a first, second and third and final time.

Carried

18. Closed Session

Resolution No. 2023- 120
Moved: Councillor Tellier
Seconded: Councillor Navackas

That West Elgin Council hereby proceeds into a Closed Session at 1134 a.m. under Section 239 2(b) consideration will be given to items pertaining to personal matters about identifiable individual(s) including a municipal or local board employee(s).

Carried

Clerk and Manager of Operations & Community Services exited the meeting at 11:40 a.m.

19. Report out of Closed Session

Deputy Mayor Leatham reported out of Closed Session at 12:49 a.m.

Resolution No. 2023- 121
Moved: Councillor Tellier
Seconded: Councillor Denning

That consideration was given to items pertaining to personal matters about identifiable individual(s) including municipal or local board employee(s) and direction to staff was provided.

Carried

20. Adjournment

Resolution No. 2023- 122
Moved: Councillor Tellier
Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby adjourn at 12:51 p.m. to meet again at 9:30 a.m. on April 13, 2023 or at the call of the Chair.

Carried

Richard Leatham, Deputy Mayor	Jana Nethercott, Clerk

Municipality of West Elgin

Minutes

Special Meeting of Council

March 27, 2023, 10:00 a.m.
Electronic Participation Meeting via Zoom

Present:	**Deputy Mayor R. Leatham** **Councillor T. Tellier** **Councillor Navackas** **Councillor Denning**
Staff Present:	**M. Badura, CAO/ Treasurer** **J. Nethercott, Clerk** **L. Gosnell, Manager of Operations & Community Services**

1. Call to Order

Deputy Mayor Richard Leatham called the meeting to order at 10:01 a.m.

2. Adoption of Agenda

Resolution No. 2020- 123
Moved: Councillor Navackas
Seconded: Councillor Tellier

That West Elgin Council hereby adopts the Agenda as presented.

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Staff Reports

4.1 L. Gosnell, Manager of Operations and Community Services - Fleming Line Bridge Repair

Resolution No. 2020- 124
Moved: Councillor Denning
Seconded: Councillor Navackas

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

That West Elgin Council hereby grants pre-budget approval in the amount of $25,000.00 for concrete deck repairs to Bridge #1 located on Fleming Line.

Carried

4.2 L. Gosnell, Manager of Operations and Community Services - PGTP Bingo Hall Upgrades

Resolution No. 2020- 125
Moved: Councillor Navackas
Seconded: Councillor Tellier

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

That West Elgin Council hereby grants pre-budget approval in the amount of $15,000.00 for upgrades to the bingo hall which is located within the Port Glasgow Trailer Park.

Carried

5. Matters of Urgency

5.1 Appointment to Elgin County Council

Resolution No. 2020- 126
Moved: Councillor Navackas
Seconded: Councillor Denning

That pursuant to Section 267(2) of the *Municipal Act, 2001,* the Council of The Corporation of the Municipality hereby appoints Deputy Mayor Richard Leatham as West Elgin's representative on Elgin County Council, until such time as the Office of the Mayor is permanently filled for the 2022-2026 term.

Carried

6. Confirming By-law

Resolution No. 2020- 127
Moved: Councillor Denning
Seconded: Councillor Navackas

That By-law 2023-24 being a By-Law to confirm the proceedings of the Special Meeting of Council held on March 27, 2023, be read a first, second and third and final time.

Carried

7. Adjournment

Resolution No. 2020- 128
Moved: Councillor Tellier
Seconded: Councillor Navackas

That West Elgin Council hereby adjourn the Special Council meeting at 10:11a.m. to reconvene as Committee of the Whole on March 30, 2023 at 9 a.m.

Carried

Richard Leatham, Deputy Mayor	Jana Nethercott, Clerk

Municipality of West Elgin

Minutes

Committee of the Whole Meeting

March 30, 2023, 9:00 a.m.
West Elgin Community Complex - Hybrid Meeting
160 Main St
West Lorne
Electronic Hybrid Meeting

Present:	**Deputy Mayor R. Leatham** **Councillor T. Tellier** **Councillor M. Navackas** **Councillor B. Denning**
Staff Present:	**M. Badura, CAO/Treasurer** **J. Nethercott, Clerk** **L. Gosnell, Manager of Operations & Community Services**

1. Call to Order

Deputy Mayor Richard Leatham called the meeting to order at 9:00 a.m.

2. Adoption of Agenda

Moved: Councillor Denning
Seconded: Councillor Navackas

That West Elgin Committee of the Whole adopt the agenda as circulated.

Carried

3. Disclosure of Pecuniary Interest

None.

4. Complete Review of Operating Budget

CAO/Treasurer Magda Badura lead Council through the departmental review of budgets, with the assistance of Manager of Operations and Community Services, Lee Gosnell, starting at Building Inspection.

Committee of the Whole recessed at 10:08 a.m. and reconvened at 10:20 a.m.

Committee of the Whole recessed at 11:12 a.m. and reconvened at 11:23 a.m.

CAO/Treasurer Magda Badura provided a PowerPoint presentation on the proposed increases to Water and Wastewater rates.

Committee of the Whole recessed at 12 noon and reconvened at 12:09 p.m.

Committee of the Whole directed the CAO/Treasurer to bring back an updated Draft Budget with discussed changes at the next Committee of the Whole meeting on April 6, 2023 for further discussion and fine tuning.

5. Council Grants

Clerk, Jana Nethercott presented the Council Grant Request Summary. Committee of the Whole directed that the Council Grant amount remain the same and the grants submitted be accepted as part of the Budget.

6. Adjournment

Moved: Councillor Tellier
Seconded: Councillor Denning

That West Elgin Committee of the Whole hereby adjourn at 12:43 p.m. to meet again at 9:00 a.m. on April 6, 2023 or at the call of the Chair.

Carried

Richard Leatham, Deputy Mayor	Jana Nethercott, Clerk

Municipality of West Elgin

Minutes

Committee of the Whole Meeting

April 6, 2023, 9:00 a.m.
West Elgin Community Complex - Hybrid Meeting
160 Main St
West Lorne
Electronic Hybrid Meeting

Present:	**Deputy Mayor R. Leatham** **Councillor T. Tellier** **Councillor M. Navackas** **Councillor B. Denning**
Staff Present:	**M. Badura, CAO/Treasurer** **J. Nethercott, Clerk** **L. Gosnell, Manager of Operations & Community Services**
Also Present:	**Dan Balint, IT Manager**

1. Call to Order

Deputy Mayor Leatham called the Meeting to order at 9:01 a.m.

2. Adoption of Agenda

Moved: Councillor Denning
Seconded: Councillor Navackas

That West Elgin Committee of the Whole adopt the agenda as circulated.

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Updated Draft 2023 Budget

Magda Badura, CAO/Treasure presented the Budget with all the changes highlighted in yellow. In the Capital Budget Ms. Badura reported that the Server Upgrade has been removed and spread out over 3 years, which then puts this item into the Operating Budget. IT Manager Dan Balint reported that by moving some services to the Cloud and financing the upgrade over three years it was able to be removed to the Operating Budget.

Council Chambers upgrades were also deferred until 2024. Addition of the Washroom Upgrade to the Fire Hall in Rodney.

Ms. Badura reported that there is currently no money budgeted in the Capital for the Old Town Hall. There was some discussion and Committee of the Whole would like to see an Ad Hoc committee created to discuss the options for the Old Town Hall. Committee of the Whole directed staff to present a resolution at the next Council meeting creating this committee.

Lee Gosnell, Operations and Community Services Manager reported that with more accurate costing, they were able to decrease the cost of the Grader Replacement in the Capital Budget by $50,000.

Magda Badura reported the following changes in the Operating Budget:

<u>Council</u>

There was a correction to the Employer Health Tax and a reallocation of Insurance costs.

<u>Administration</u>

There is an addition to Licenses which is for the server funds and the Service Delivery Review was deferred until 2024 and added the Organizational Review

<u>Municipal Buildings</u>

Insurance was reallocated

<u>Old Town Hall</u>

No transfer to reserves

<u>Fire</u>

the addition of a washroom upgrade to the Capital Budget and removed from Operating

<u>Service Ontario</u>

Adjusted the projected revenue for Hunting as it was over stated previously

West Lorne Sewage

Insurance Adjustment which is reflected in the transfer to and from reserves

Lowered the Capital projections

Port Glasgow Trailer Park

Deferred the replacement of the stairs to the beach

Emergency

updated the operating to reflect the $5,000 fees to the County, however we are still waiting on the 2022 invoice from the County to confirm this.

Roads (County and Municipal)

Updated Machine time to better reflect actual usage

Transferred Federal Gas Tax to reserves for the future costs of infrastructure

Removed street paving as the project is only slated for Engineering in 2023 and construction in 2024

Landfill

Increase to insurance costs and will be taking this from reserves

Parks and Recreation Operations

removed the Recreation Coordinator position and deferred it to 2024

Recreation Master Plan to be spread out over 2 years, so this will start in late 2024

Overall with these changes there was a decrease of 0.2% from the previous version.

Committee of the Whole directed staff to prepare the notice for Adoption of the Budget as presented at the April 6, 2023 Committee of the Whole and bring forward the adopting by-laws on April 27, 2023.

5. Adjournment

Moved: Councillor Tellier
Seconded: Councillor Denning

That West Elgin Committee of the Whole hereby adjourn at 9:49 a.m. to meet again at the call of the Chair.

Carried

Richard Leatham, Deputy Mayor	Jana Nethercott, Clerk

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Corey Pemberton, Chief Building Official**
Date:	2023-04-13
Subject:	**Building Department Summary Report – March 2023**

Recommendation:

That West Elgin Council hereby receives the report from Corey Pemberton, CBO re: Building Department Summary Report for the Month of March 2023

Purpose:

The purpose of this report is to provide Council with a summary of Building Department activities for the month of March 2023.

Background:

Please see attached Summary Report.

Respectfully submitted by,

Corey Pemberton, CBO

MUNICIPALITY OF
West Elgin

Municipality of West Elgin
Permit Comparision Summary
Issued For Period January - March

Current Year to Date				Previous Year to Date			
PERMIT CATEGOTY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	4	856	137,000	Accessory structures	5	1,454	220,000
Agricultural	4	8,098	1,540,000	Agricultural			
Change of Use		-	-	Change of Use			
Commercial		-	-	Commercial			-
Demolition	2	320	24,200	Demolition	1	150	10,000
Heating		-	-	Heating			-
Industrial Building				Industrial Building			
institutional Building	1	9,750	750,000	institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	1	200	3,000	Plumbing	1	300	10,000
Pools				Pools			
Residential Building	7	12,145	2,375,800	Residential Building	6	9,332	1,655,000
Sewage System	4	2,010	64,940	Sewage system	2	1,075	22,000
Signs			-	Signs			-
Combined Use		-	-	Combined Use			-
TOTAL	23	33,379	4,894,940	TOTAL	15	12,311	1,917,000

Current Year				Previous Year			
TOTAL PERMIT ISSUED		23			15		
TOTAL DWELLING UNITS CREATED		5			3		
TOTAL PERMIT VALUE		4,894,940			1,917,000		
TOTAL PERMIT FEE		33,379			12,311		
TOTAL INSPECTION COMPLETED(YTD)		110			103		

Jan 2022 Compared to Jan 2023							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	2	675	110,000	Accessory structures	3	917	165,000
Agricultural	4	8,098	1,540,000	Agricultural			
Change of Use				Change of Use			
Commercial				Commercial			
Demolition	2	320	24,200	Demolition	1	150	10,000
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building	1	9,750	750,000	institutional Building			
Miscellaneous				Miscellaneous			
Plumbing				Plumbing			
Pools				Pools			
Residential Building	3	8,435	1,480,800	Residential Building	3	1,848	670,000
Sewage System	1	910	10,700	Sewage System	2	1,075	22,000
Signs				Signs			
Combine Use				Combined Use			
TOTAL	13	28,188	3,915,700	TOTAL	9	3,990	867,000

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Lee Gosnell, Manager of Operations & Community Services**
Date:	2023-04-13
Subject:	**Monthly Operations Update – March 2023**

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 overview of operations carried out during the month of March.

Background:

Utilities

- Bi-monthly meter reading took place in March. A list of all reader types was compiled during the reading cycle to help confirm quantities for the new AMR hardware that is being installed under this years' capital budget.
- Re-reads were completed, and necessary repairs made.
- Located numbers are increasing with the warmer weather, and multiple emergency locate requests were completed due to the strong winds which occurred at various times throughout the month.
- Building maintenance activities at the West Lorne Complex and Rodney Library were carried out during March.
- The utilities operator finished winter shift duties with the public works department.
- The utilities supervisor coordinated the first joint health and safety meeting of 2023.

Public Works

- Routine inspection of municipal and county roads took place.
- Winter maintenance activities were on-going during the first half of the month, but milder conditions prevailed as we moved closer to April.
- Staff worked on tree removal at various locations throughout the municipality. Much time was also spent cleaning up downed trees and branches after the storm. This operation will continue well into April.
- Crews dealt with multiple service requests such as sightline concerns on Pioneer Line and sign repair at various locations in West Elgin
- Brushing was carried out on McDougall Line in preparation for an upcoming ditch cleanout.
- Winter equipment was removed from the graders, washed, oiled and stored for the season.

- Dragging of gravel roads began late month as conditions improved. Lack of frost and plenty of moisture contributed to many potholes in the gravel road network.
- Repairs to the concrete bridge deck on Fleming Line also began in March and are expected to wrap up in early April.
- The public works department welcomed operator Josh Knight as the latest addition to the West Elgin team.

Parks & Recreation

- Arena operators Matt Ross and Michael Aers completed the basic refrigeration course and exam, as administered by ORFA (Ontario Recreation Facilities Association).
- Staff continued routine maintenance at all facilities, as well as additional cleaning in conjunction with programming and rentals at the Rodney Rec Centre.

March was an extremely busy month for staff in the recreation department, as they were instrumental in both a shining achievement, and tragic loss here in West Elgin. Kraft Hockeyville contacted staff early in the month to advise the municipality they were in the running for this years' contest. A great deal of information was gathered and supplied to the people at Kraft upon request. As the month wore on, there were many visits by contest organizers and various media outlets. All this preparation took place while still maintaining a full slate of programing within the arena, and as you all know, concluded with a victory on April 1.

At the other end of the spectrum lies all the hard work and special effort put into funeral arrangements for West Elgin's Mayor, Duncan McPhail. An event of this size would require a special venue, and the Rodney Recreation Centre was chosen. Staff picked up additional chairs from Dutton-Dunwich and gave the facility a thorough cleaning in preparation for this special use. Parks staff also assisted in setting up the hall, building maintenance over the course of two days, and cleanup duties. The hard work and attention to detail put into these two events did not go unnoticed and was most certainly appreciated by many.

Respectfully submitted by,
Lee Gosnell, Manager of Operations & Community Services

Report Approval Details

Document Title:	Monthly Operations Update - March 2023 - 2023-15-Operations Community Services.docx
Attachments:	
Final Approval Date:	Apr 11, 2023

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

Jana Nethercott

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jeff McArthur, Fire Chief**
Date:	2023-04-13
Report:	2023-03
Subject:	**Monthly Report – March 2023**

Recommendation:

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

Purpose:

To provide Council with an update on fire department activities in the months of March 2023.

Background:

Emergency Responses

Fire – vehicle	1
Authorized controlled burning – complaint	2
Gas Leak – Natural Gas	1
CO incident, CO present	1
Power Lines Down	1
Medical calls	2
Motor Vehicle Collisions (MVC)	2
Call cancelled on route	1
Other pre fire conditions (no fire)	1
TOTAL	*12*

Training & Meetings

Department topics included incident review, search & rescue, and firefighter survival.

Rodney Station #1 hosted two Elgin-Middlesex Regional Fire School NFPA 1001 Recruit classes.

Six recruits are attending the NFPA 1001 Recruit Course, with certification testing and live fire upcoming.

.

Fire Prevention

Students from St. Mary's Catholic Elementary School visited West Lorne Station #2 for a hall tour.

Follow up inspections conducted.

Other Activities/Information

A tanker replacement committee consisting of officers and firefighters has met three times and is awaiting further information from manufacturers. The goal of the committee will be to bring recommendations to Council regarding the tanker replacement needs of the fire department.

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

West Elgin firefighters met with Dutton-Dunwich firefighters on a joint Cancer Prevention Taskforce. This informal group are reviewing the Provincial Firefighter's cancer prevention checklist, which is a self-audit tool for fire services to learn how to protect fire personnel from exposure to contaminants that may cause cancer or other occupational illnesses. The goal is to find areas within our departments that we can collectively improve on when it comes to cancer prevention.

Financial Implications:

There are no financial implications associated with this report.

Report Approval Details

Document Title:	Monthly Activity Report - March 2023 - 2023-03-Fire.docx
Attachments:	
Final Approval Date:	Apr 11, 2023

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

Jana Nethercott

Application #E 1-23 March 22, 2023

D E C I S I O N

In the matter of an application for a consent pursuant to Section 53 (1) of the Planning Act, R.S.O. 1990, as amended, as it affects the following property:

LOT 22, CONCESSION 9
MUNICIPALITY OF WEST ELGIN
MUNICIPAL ADDRESS: 21179 CLACHAN ROAD

The applicant proposes to sever a parcel with a frontage of 6.096 metres (20 feet) and a depth of 393.33 metres (1,290.45 feet) and an area of 12,140.6m² (3 acres) to sever an existing dwelling that is surplus to a farming operation. The applicant is retaining a lot with a frontage of 969.17 metres (3,179.7 feet) and a depth of 969.17 metres (3,179.7 feet) and an area of 79.72ha (197 acres), proposed to remain in agricultural use.

DECISION: The Elgin County Land Division Committee considered all written and oral submissions received on this application, the effect of which helped the committee to make an informed decision.

Severance application E 1-23 be **approved** subject to the following conditions:

This decision will expire unless a deed is presented for stamping by: March 22, 2025.

That the following requirements of the County of Elgin are met, including the following:

1. A digital copy of the draft and final deposited reference plan be provided to the County of Elgin.
2. Solicitor Undertaking to provide a copy of the registered deed for the severed parcel once completed be provided to the County of Elgin.
3. That the applicants apply for, and be granted consent for the purposes of an easement for hydro lines on the proposed retained land.

That the following requirements of the Municipality of West Elgin are met, including the following:

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 drainage reapportionment completed (if required) pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
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*.

D E C I S I O N

Application #E 1-23 March 22, 2023

Members concurring in the above ruling by recorded vote:

Member:	YES	NO
John “Ian” Fleck (Chair)	X	
Tom Marks	X	
Bill Ungar	X	
John Seldon	X	
Dave Jenkins	X	
John Andrews	X	
Dugald Aldred	X	

Where conditions have been imposed and the applicant has not, within a period of two years from the giving of the notice of decision pursuant to subsection (17) of Section 53 of the Act, fulfilled the conditions, the application for consent shall thereupon be deemed to be refused, but where there is an appeal under subsections (19) or (27), the application for consent shall not be deemed to be refused for failure to fulfill the conditions until the expiry of a period of two years from the date of the order of the Local Planning Appeal Tribunal issued in respect of the appeal or from the date of a notice issued by the Tribunal under subsection (29) or (33).

CERTIFICATION

I, Paul Clarke, Secretary-Treasurer of the Land Division Committee of Elgin, certify that the above is a true copy of the decision of the Land Division Committee with respect to the application recorded herein.

Dated this 22nd day of March, 2023.

Paul Clarke
Secretary-Treasurer
Land Division Committee

CORPORATION OF THE COUNTY OF ELGIN

NOTICE OF DECISION

APPLICATION NO. E 1-23

LOT 22, CONCESSION 9
MUNICIPALITY OF WEST ELGIN
MUNICIPAL ADDRESS: 21179 CLACHAN ROAD

ATTACHED is a certified copy of the decision of the Land Division Committee of the County of Elgin in the matter of an Application **E 1-23** for a consent pursuant to Section 53 (17) of the Planning Act, R.S.O. 1990, as amended.

You will be entitled to receive notice of any changes to the conditions of the provisional consent if you have either made a written request to be notified of the decision to give or refuse provisional consent or make a written request to be notified of changes to the conditions of the provisional consent.

The Minister, the Applicant, the approval authority and prescribed persons or public bodies may appeal the decision and/or any condition(s) imposed by the Committee to the Ontario Land Tribunal (the Tribunal) by filing with the Secretary-Treasurer of the Land Division Committee, not later than the **11th day of April, 2023,** a Notice of Appeal, accompanied by the Tribunals fee, in the amount of $400.00 for the first appeal and $25.00 for each further appeal related to the same matter. (N.B. – Certified Cheques or Money Orders are to be made payable to the Minister of Finance). If you wish to appeal, a copy of an appeal form is available from the Tribunal website at https://olt.gov.on.ca/appeals-process/forms/ or for pick-up at the County Municipal Offices, 450 Sunset Drive, St. Thomas.

Only individuals, corporations and public bodies may appeal decisions in respect of applications for consent to the Ontario Land Tribunal. A notice of appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group on its behalf.

ADDITIONAL INFORMATION regarding this application for consent is available for inspection daily, Monday to Friday, between 8:30 A.M. and 4:30 P.M., at the County Municipal Offices, 450 Sunset Drive, St. Thomas.

Dated at the Municipality of Central Elgin this 22nd day of March, 2023.

Paul Clarke
Secretary-Treasurer
Land Division Committee

c.c. Municipality of Central Elgin: Paul Shipway, pshipway@centralelgin.org; Diane Wilson, dwilson@centralelgin.org; Steve Craig, scraig@stthomas.ca; Susie Cardoso, scardoso@centralelgin.org

County of Elgin
Planning Department
450 Sunset Drive
St. Thomas, Ontario
N5R 5V1 Canada
Phone: 519-631-1460
Fax: 519-631-4549
www.progressivebynature.com

AORS

PROMOTING **KNOWLEDGE**. PURSUING **EXCELLENCE**

March 27, 2023

Dear Heads of Councils and Councillors,

We, the Association of Ontario Road Supervisors (AORS), are writing you on behalf of all our municipal members to raise awareness and solicit your support by objecting to a new fee proposed by Enbridge Gas. Enbridge has announced their intention to implement a new charge to third-party contractors and other utilities for utility locates. Third-party contractors will include Ontario municipalities and contractors working on their behalf. Enbridge Gas will apply a charge of $200 CAD (plus applicable taxes) per locate request where a field locate is required. The need for municipalities and their contractors to request these locates when doing road construction and maintenance is due to utilities being present in municipal right of ways, which municipalities across the province have allowed at no cost to the utility.

Enbridge has stated that the *Getting Ontario Connected Act* passed into law in April 2022 has resulted in changes to the *Ontario Underground Infrastructure Notification System Act* and has caused Enbridge to make significant investments in associated operational investments. The concern being raised by our members, your public works staff, is that Enbridge will be just the beginning of these additional fees, with other utility companies implementing similar charges. These new charges will have significant impacts on municipal budgets.

As examples of what impacts this announcement might have on municipalities, based on 2022 municipal locate requests alone, it is estimated that this new fee would directly cost the Municipality of Central Huron approximately $35,000 annually, the City of Belleville approximately $90,000 annually and the Town of Espanola approximately $7,300 annually. It is important to note that these are direct costs alone. Any subcontractors working on behalf the municipality requesting locates will be charged this same cost, and these costs will have to be borne by someone – meaning the subcontractors will put this cost back to the municipality. Then there will be the added administrative costs at both ends of the transaction. It is difficult to determine this quickly the true fulsome costs to your budget. This will also add an extra item into tendering projects, as it will create concerns on both sides on who is responsible for these costs.

By Enbridge Gas passing on these locate costs to municipalities, these costs are borne by all ratepayers across the municipality, and not only those who use this utility.

We would like to request your Council consider passing the following resolution:

WHEREAS, Enbridge recently made an announcement of their intention to begin charging third-party contractors and other utilities $200 CAD (plus applicable taxes) for utility locates where a field locate is required;

268 Maiden Lane, Suite 206, PO Box 2669, St. Marys, ON N4X 1A4
Tel: 226.661.2002 • Fax: 226.661.2003 • admin@aors.on.ca • www.aors.on.ca

AND WHEREAS, third-party contractors include Ontario municipalities;

AND WHEREAS, these locate requests are only required as Ontario municipalities have allowed utilities to use municipal right of ways at no charge to the utilities;

AND WHEREAS, this announcement of new downloaded costs will negatively impact the budgets of Ontario municipalities which are already burdened;

AND WHEREAS, if Enbridge is successful in implementing this new charge, a precedence is set for other utility companies to also begin charging for locates;

THEREFORE IT BE RESOLVED, that the <insert your municipality name> strongly opposes these utility locate costs being downloaded to Ontario municipalities by Enbridge Gas or other utilities;

AND THAT, the Province of Ontario's Ministry of Public and Business Service Delivery make it clear that these costs must be borne by the utilities themselves;

AND THAT, this decision be forwarded to Minister of Public and Business Service Delivery Kaleed Rasheed, Minister of Infrastructure Kinga Surma, Minister of Energy Todd Smith, Premier Doug Ford, <insert your municipality name>'s MPP, the Association of Ontario Road Supervisors and the Association of Municipalities of Ontario.

Furthermore, AORS will be sending your public works senior managers and directors a survey to further investigate the true costs of this proposed fee on your budgets. We ask you to encourage your staff to complete this survey so we can better advocate on your behalf.

If you require additional information, please do not hesitate to contact us.

Sincerely,

John Maheu
Executive Director
johnmaheu@aors.on.ca

Kelly Elliott
Marketing and Communications Specialist
kellyelliott@aors.on.ca

AORS

PROMOTING **KNOWLEDGE**. PURSUING **EXCELLENCE**

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Furthermore, AORS will be sending your public works senior managers and directors a survey to further investigate the true costs of this proposed fee on your budgets. We ask you to encourage your staff to complete this survey so we can better advocate on your behalf.

If you require additional information, please do not hesitate to contact us.

Sincerely,

John Maheu
Executive Director
johnmaheu@aors.on.ca

Kelly Elliott
Marketing and Communications Specialist
kellyelliott@aors.on.ca

This document is a draft municipal resolution template for the recognition of May 17th as International Day Against Homophobia and Transphobia.
Please send a certified true copy to may17mai@fondationemergence.org

RESOLUTION OF THE MUNICIPAL COUNCIL

OF "Name of your municipality"

Date

Resolution No. "resolution number" - **International Day Against Homophobia and Transphobia**

WHEREAS the Quebec Charter of Human Rights and Freedoms recognizes that no one can be discriminated against on the basis of sexual orientation or gender identity or expression;

WHEREAS Quebec is a society open to everyone, including lesbian, gay, bisexual and trans people (LGBTQ+) and to all other people who identify with sexual diversity and the multiplicity of gender identities and expressions;

WHEREAS, despite recent efforts towards greater inclusion of LGBTQ+ people, homophobia and transphobia are still present in society.

WHEREAS May 17th is the International Day Against Homophobia and Transphobia, is celebrated as such in many countries and is the result of a Quebec-based initiative promoted by Fondation Émergence starting in 2003.

WHEREAS there is reason to support the efforts of Fondation Émergence in holding this day;

It is resolved to proclaim May 17 INTERNATIONAL DAY AGAINST HOMOPHOBIA AND TRANSPHOBIA and to recognize this day as such.

ADOPTED UNANIMOUSLY

Certified true copy

SIGNATURE
Name
Title

International Day Against **Homophobia** and **Transphobia**

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jana Nethercott, Clerk**
Date:	2023-04-13
Subject:	**Municipal Elections Act – Report to Public on Financial Filing Compliance**

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk Re: Report to Public on Finance Filing Compliance for information purposes.

Purpose:

The purpose of this report is to fulfill a legal requirement under the *Municipal Elections Act,* and report on the Financial Filing Compliance for candidates from the 2022 Municipal Election.

Background:

Section 88.23 (4)(5) of the Municipal Elections Act, 1996 specifies that:

(4) The clerk shall make available to the public a report setting out all candidates in an election and indicating whether each candidate complied with section 88.25; and,

(5) The report mentioned in subsection (4) shall be made available on a website or in another electronic format as soon as possible after,

(a) April 30 in the year following a regular election; and

(b) 90 days after a voting day in a by-election.

As provided within the Municipal Elections Act, 1996, this report must identify any candidate or third-party advertiser that:

- failed to file any required document(s);
- identified a surplus on their financial statement and did not pay it to the clerk by the required date; or
- identified on their financial statement that they incurred expenses in excess of the appropriate limit(s).

This report confirms that all registered candidates successfully complied with section 88.25. No third party advertisers were registered for the 2022 Municipal Election in the Municipality of West Elgin.

Respectfully submitted by,
Jana Nethercott, Clerk

Please join us as we celebrate at

Aldborough Public School

Official Opening

Child Care Centre, EarlyON Child & Family Centre and Tiny Tots Preschool

Wednesday, May 24, 2023 at 2:00 p.m.

The ceremony will take place at

Aldborough Public School

11443 Furnival Rd, Rodney

THAMES VALLEY DISTRICT SCHOOL BOARD

We build each student's tomorrow, every day.

R.S.V.P. to michelle.roberts@tvdsb.ca or 519-452-2000 ext 20029

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robert Brown, Planner**
Date:	2023-03-15
Subject:	**Severance Application E12-23 – Comments to Elgin County – 2023-12 – Planning Report**

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application, File E12-23 – Comments to Elgin County (Planning Report 2023-12);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E12-23, 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 E12-23, 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 prospective purchaser, at 20387 Pioneer Line along with establishment of a permanent right-of-way over the existing laneway and bridge for continued access to the retained farm parcel.

Background:

Below is background information, in a summary chart:

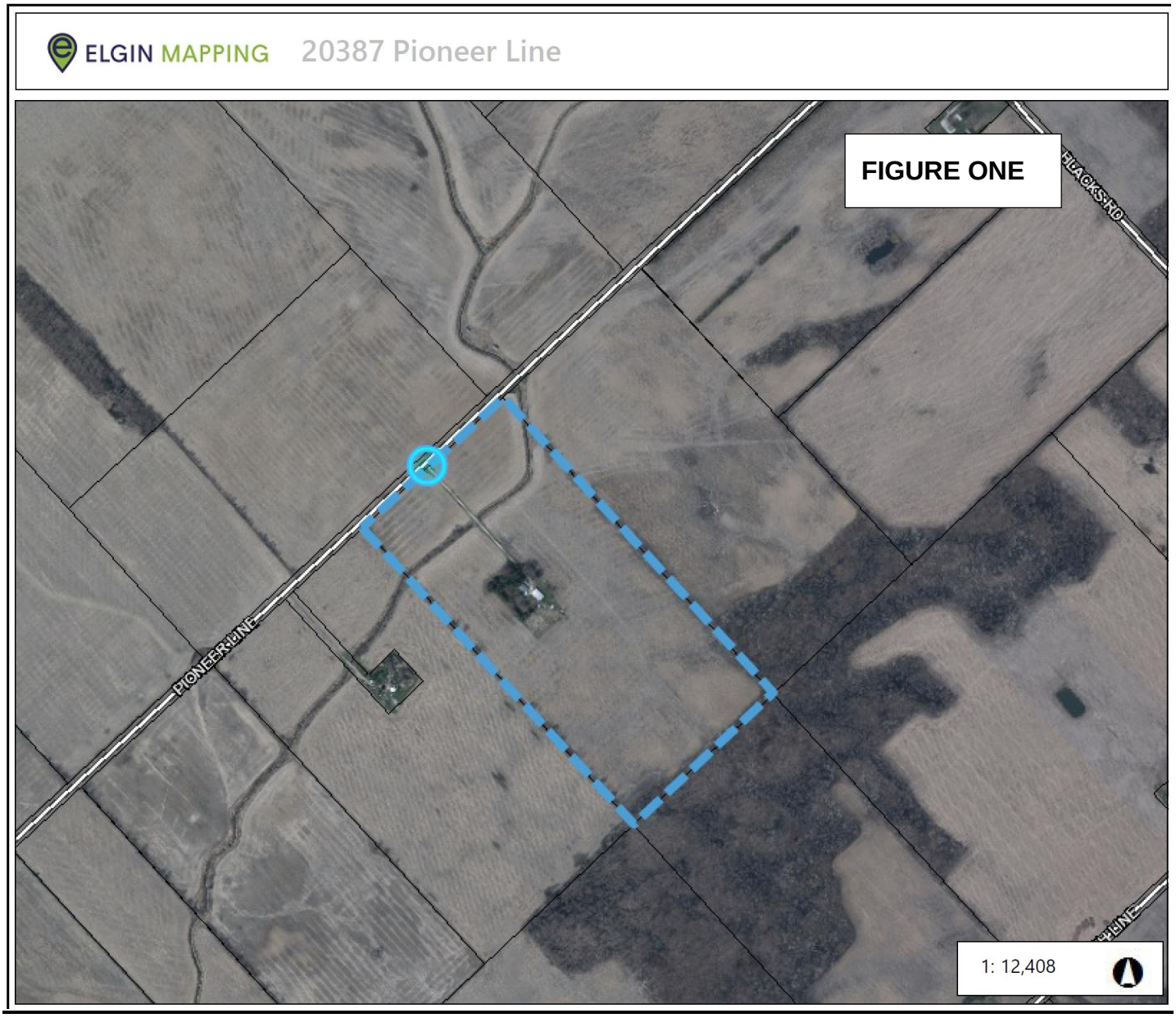
Application	E12-23
Owner	Cindy Knight
Applicant/Purchaser	Martin David Sacher
Legal Description	Part Lot of C, Concession 9
Civic Address	20387 Pioneer Line
Water Supply	Private on-site well
Sewage Supply	Private on-site individual septic system
Existing Land Area	21.84 ha (53.96 ac.)

Below is the detailed dimensions and land areas of the application as follows:

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E12-23	10 m (32.8 ft.)	328.9 m (1,079 ft.)	1.041 ha (2.57 ac)	321.8 m (1,055.8 ft.)	675 m (2,214.5 ft.)	20.8 ha (51.4 ac.)

The Public Hearing is scheduled for April 26, 2023, at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the subject parcel of land.



The severance sketch, showing E12-23 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 from 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 proposed lot follows the existing footprint around the dwelling and buildings and does not include any actively farmed lands. There are no livestock facilities within 1,000 m of the proposed lot.

The property is adjacent to a wood area however the proposed surplus dwelling lot is not located in close proximity to the natural heritage feature (Section 2.3). This proposal is consistent with the PPS.

CEOP:

The subject lands are designated Agricultural Area on Schedule 'A' Land Use in the CEOP. The parcel is currently adjacent to 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 prospective purchaser's farming operations. The residence is serviced by a private on-site water well and private individual on-site septic system.

No development is proposed near to the natural heritage feature (Section D1.2). Therefore, this proposal conforms 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. The property is adjacent to a wooded area as indicated on Schedule 'B' on Map 2. However, this area is not impacted by the requested severance.

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 applicant has demonstrated that the residence is surplus to the prospective purchaser's 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 required as a condition of severance;
- There are no livestock operations within 1,000 m of the proposed lot;
- The proposed severed parcel follows the current limits of the grassed yard area; and
- There are no farm buildings that are deteriorated, derelict or abandoned for consideration of removal.

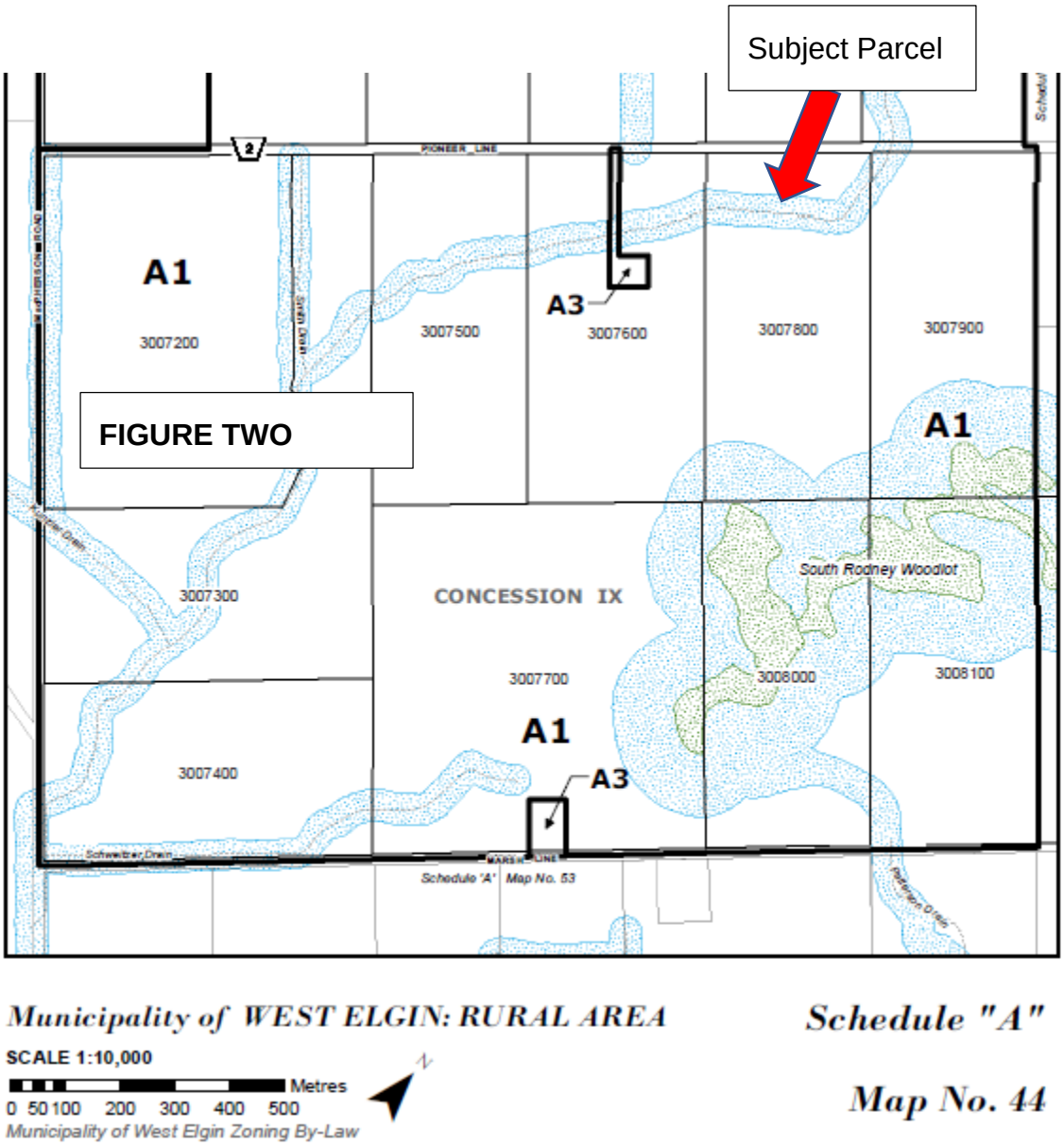
No development is proposed near the adjacent natural heritage feature on the property.

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 44 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 1.041 ha (2.57 ac.), with a lot frontage of 10 m (32.8 ft.); 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. Therefore, the amending by-law will also need to address the reduced frontage. The proposed retained parcel would also need to be rezoned to Agricultural (A2) Zone, to continue to permit agricultural uses but 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 application was circulated to municipal staff for comment. The following comments were received:

Drainage:

- The subject lands will require drainage reapportionment.

This is addressed as a condition of approval.

Utilities:

- No issues of concern.

Public Works:

- If a right-of-way is established over the existing laneway for access to the retained parcel not additional farm access will be required.

Building Dept:

- A septic system inspection has been completed but will need to be reviewed by the Chief Building Official for final clearance. A water test was also completed and has been reviewed by Public Health.

No other comments or concerns were received from Administration.

Summary:

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); As such, Council can recommend to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

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

Respectfully submitted by,

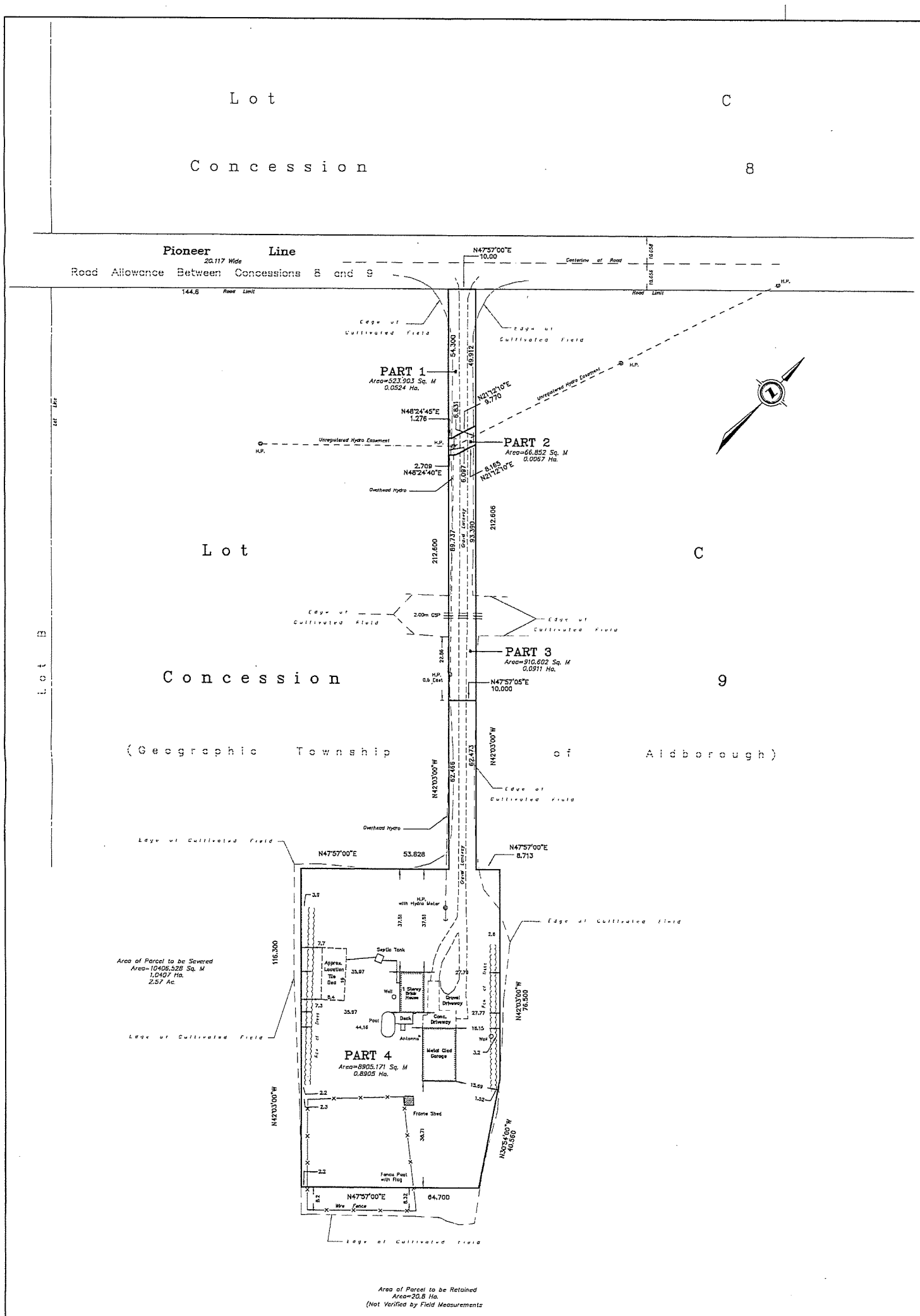
Robert Brown, H. Ba, MCIP, RPP
Planner
Municipality of West Elgin

Report Approval Details

Document Title:	Severance Application E12-2023 - Comments to Elgin County - 2023-12 - Planning Report.docx
Attachments:	- Appendix 1 - Knight Survey Sk.pdf - Planning Report 2023-12 Appendix Two - Conditions of Approval for County of Elgin.pdf
Final Approval Date:	Mar 29, 2023

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

Jana Nethercott



SKETCH FOR CONSENT APPLICATION

CINDY LEE KNIGHT
20387 PIONEER LINE, TOWNSHIP OF ALDBOROUGH
SCALE 1:750
15 10 5 0 15 30 45
SCALE IN METRES

2022
ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS

NOTES AND LEGEND

1) BOUNDARY DIMENSIONS AND INFORMATION SHOWN ON THIS SKETCH HAS BEEN DERIVED FROM SURVEY BY AGM DATED JULY 22, 2022. AGM FILE: AL-09-C-1
2) THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.
3) THE LEGAL DESCRIPTION OF THE SUBJECT PROPERTY IS PART OF LOT C, CONCESSION 9, GEOGRAPHIC TWP. OF ALDBOROUGH, MUN. OF WEST ELGIN.
4) THIS SKETCH IS PROTECTED BY COPYRIGHT ©.

HP DENOTES HYDRO POLE
⟵ DENOTES POLE ANCHOR

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

AGM PLAN • SURVEY • ENGINEER
ARCHIBALD, GRAY & McKAY LTD.
3514 WHITE OAK ROAD, LONDON, ON. N6E 2Z9
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca

DRAWN BY: JGH	DIGITAL FILE: AL2205RP1MS17.DWG	PLAN No: 5-A-5368
CHECKED BY: RDAM		
Plot Date: October 3, 2022	FILE No: AL-09-C-1	

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Planning Report 2023-12: Severance Report E12-23 –

Comments to the County of Elgin

Appendix Two: Severance Application E12-23 Conditions

Severance Application E12-23 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 including any applicable easements and/or rights-of-way 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 severed and retained lands are transferred to the prospective purchaser Martin David Sacher as outlined in the purchase agreement.
5. That the septic system assessment completed for the severed parcel, dated November 1, 2022 be reviewed and revised, if needed, to the satisfaction and clearance of the Municipality.
6. That the Applicant successfully apply to the Municipality for a Zoning By-law Amendment for the severed and retained parcels. Such amendment of the Zoning By-law must come into full force and effect pursuant to the Planning Act, to the satisfaction and clearance of the Municipality.
7. That the Applicant have a drainage reapportionment completed (if required) pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
8. 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.
9. 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*.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robert Brown, Planner**
Date:	2023-03-29
Subject:	**Severance Application E 14 – 23 & E 15 – 23 – Comments to Elgin County – 2023-13 Planning Report**

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent application File E14-23 and E15-23 – Comments to the County of Elgin (Planning Report 2023-13);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E14-23 and E15-23, subject to the Lower-Tier Municipal conditions in Appendix Two A and B of this report;

And further that West Elgin Council direct 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 Applications E14-23 and E15-23, as Elgin County is the planning approval authority for consents.

The purpose of the consent applications is to facilitate the creation of two lots in the northeast corner of the subject parcel as outlined in Figure Two A and B.

Background:

Below is background information, in a summary chart:

Application	E14-23 & E15-23
Owner/Applicant	Ajimon Ouesph & Jeniya George
Legal Description	Part Lot of 19, Concession 13, Part 6 & 7, RP 11R 661
Civic Address	25361 Talbot Line
Existing Land Area	2 ha (4.93 ac.)
Existing Buildings	Single detached dwelling & outbuildings

Figure One shows the location of the subject property.

The Public Hearing is scheduled for April 26, 2023, at the Elgin County Land Division Committee Meeting.

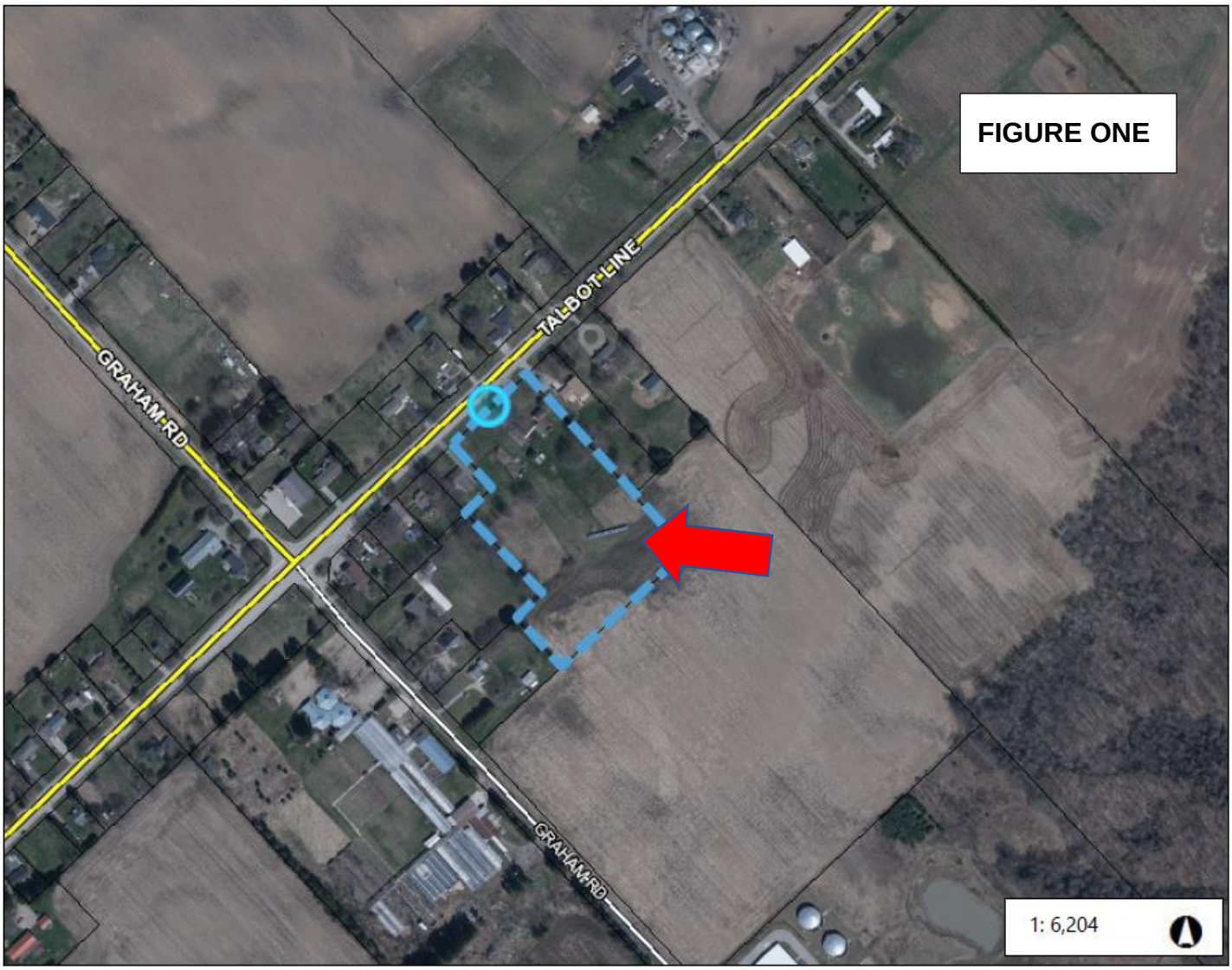
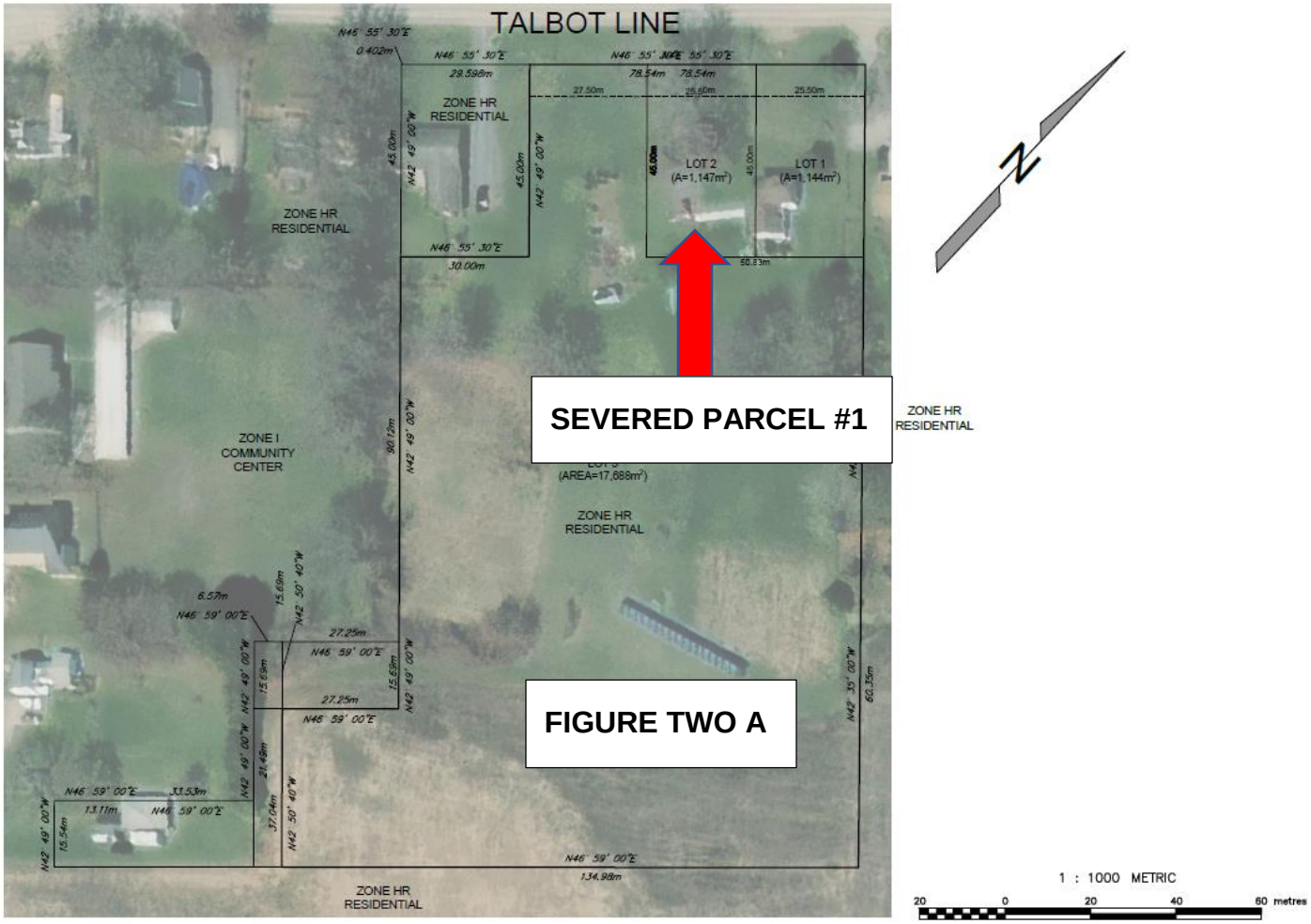
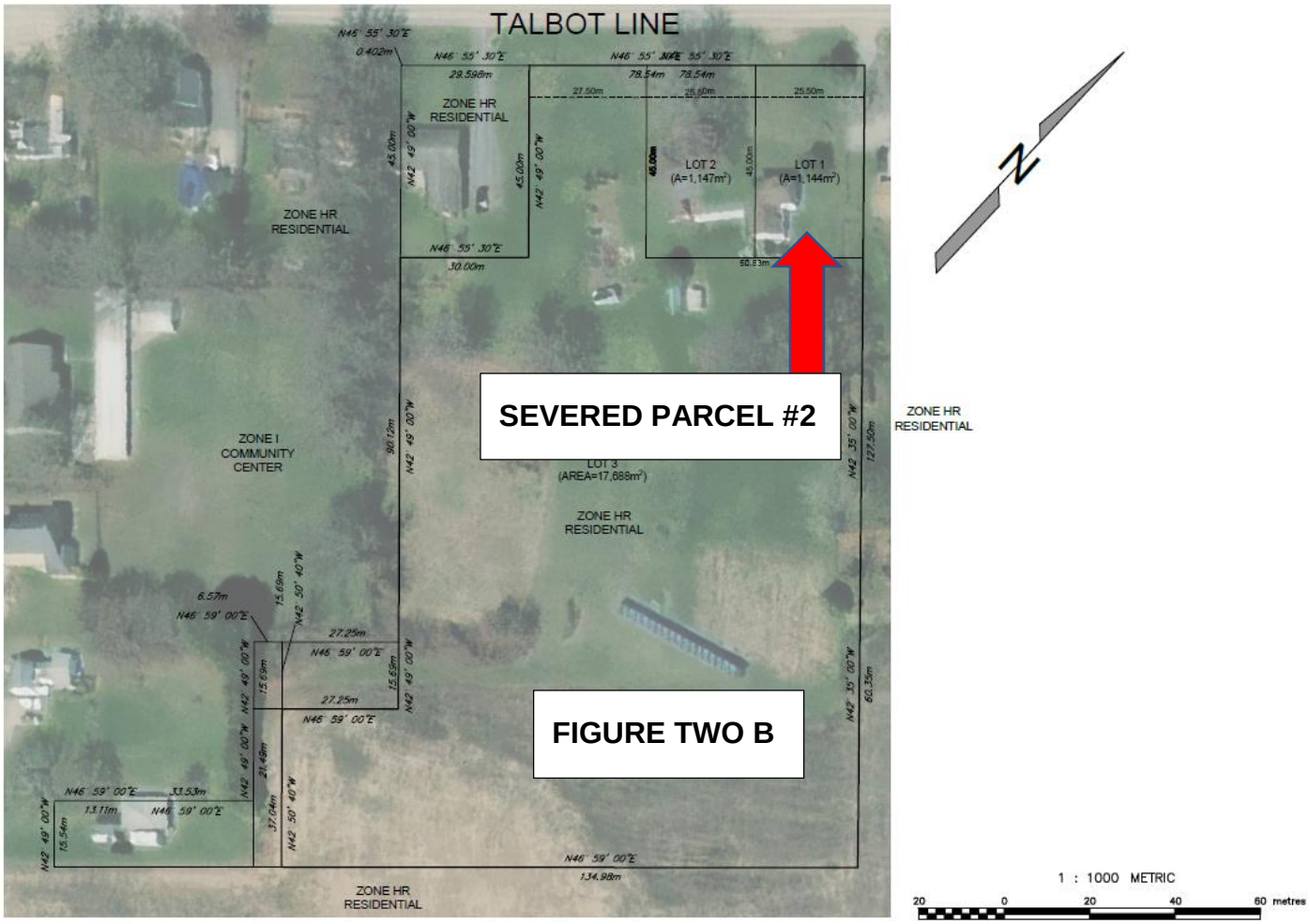


Figure Two A & B shows the proposed lots to be created.

Application	Severed Parcel			Retained Parcel
	Frontage	Depth	Area	Area
E14-23 **Fig. 2 A**	25.5 m (83.66 ft.)	45 m 147.64 ft.)	1,147.5 m² (12,352 ft²)	1.88 ha (4.65 ac.)



Application	Severed Parcel			Retained Parcel
	Length	**Width**	**Area**	**Area**
E15-23 **Fig. 2 B**	25.5 m (83.66 ft.)	45 m (147.64 ft.)	1,147.5 m² (12,352 ft²)	1.768 ha (4.37 ac.)



The entire severance sketch, showing E14/15-23 is 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. The creation of the new lots will result in an increase in assessment and opportunity for the construction of a new dwellings on the vacant parcels. The creation of the new lots is also subject to collection of cash-in-lieu of parkland.

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 approval 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:

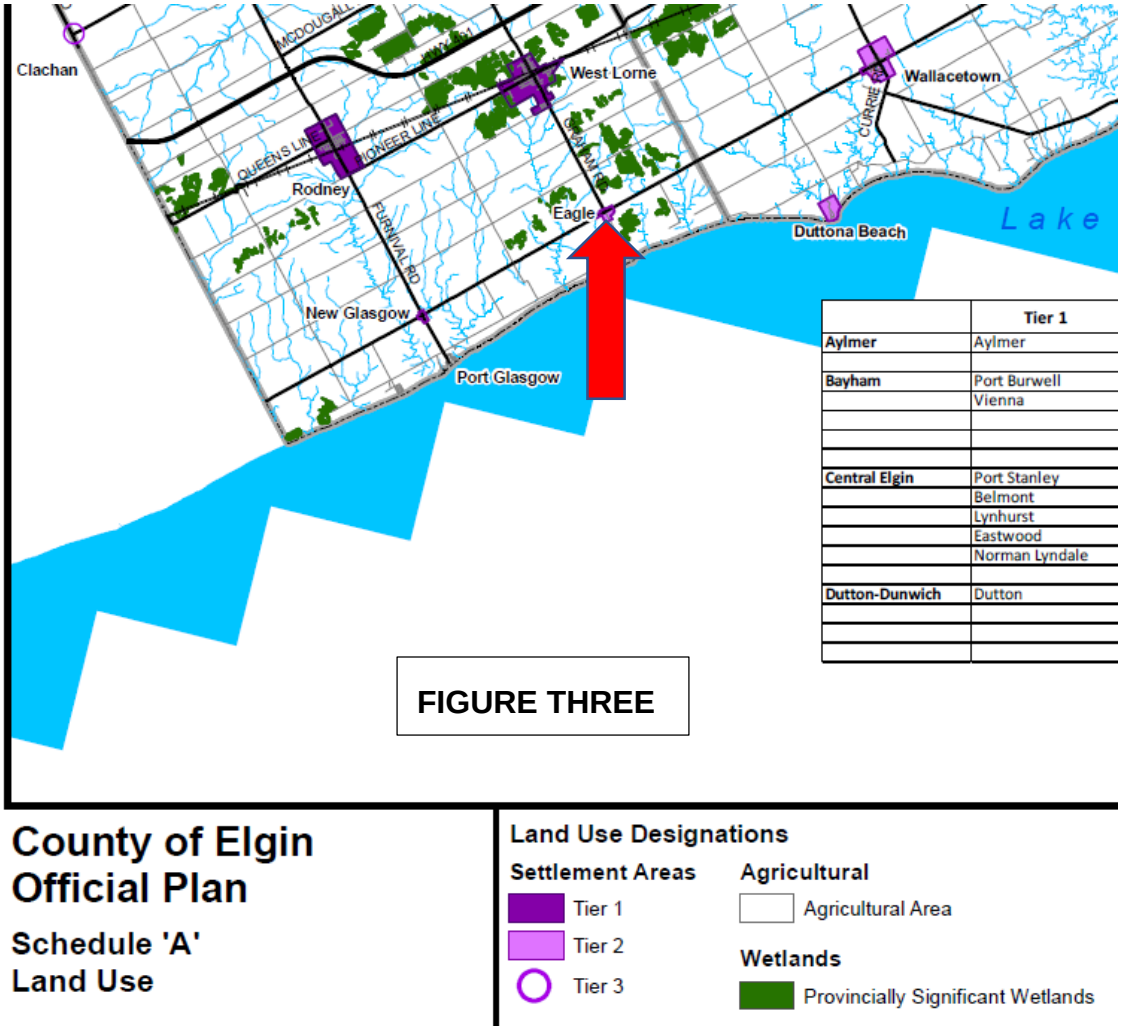
The subject property is location on the south side of Talbot Line within the hamlet of Eagle. Limited lot creation is permitted within this designated area in accordance with Section 1.1 of the PPS.

Partial servicing is available within Eagle, municipal water and private septic systems. The proposal is consistent with the PPS.

CEOP:

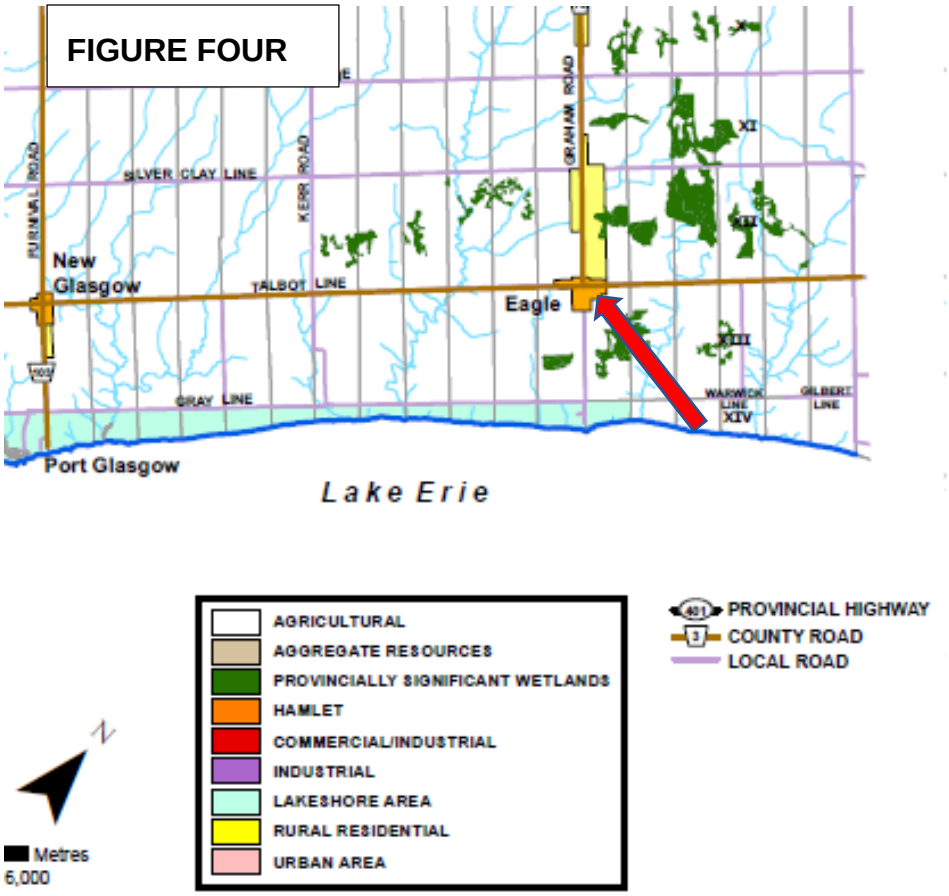
The subject lands are within the hamlet of Eagle and classified as a Tier Two settlement area as shown on Schedule 'A' Land Use in Figure Three. Limited development is permitted in these settlement areas on partial services.

New lot creation is subject to the policies of E1.2.3 and the General Criteria of Section E1.2.3.1. The criteria outlined in items a) through m) have been reviewed and the proposed lot creation complies with or will comply with these policies subject to conditions of approval. As such the proposed lot creation is in conformity with the CEOP.



OP:

The proposed severed parcels are designated as Hamlet on the Rural Area Land Use and Transportation Plan Schedule 'E' of the OP, as shown on Figure Four, in orange.



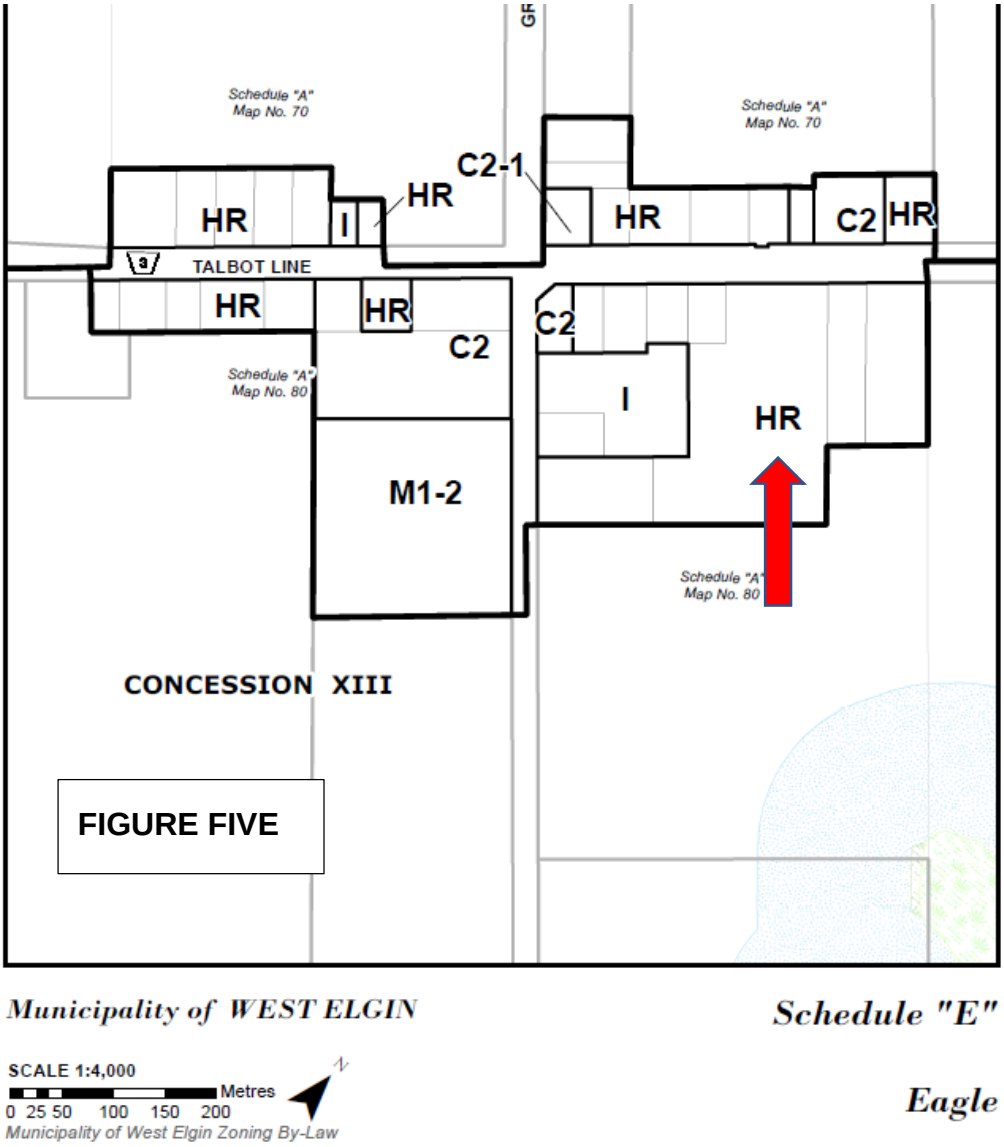
The Hamlet designation limits use to residential uses or specifically single detached dwellings. Lot creation polices for the Hamlet designation (Section 6.3.4) permit development on partial services. As a condition of the consent the applicant will be required to demonstrate that the lands are capable of supporting the proposed private septic systems. Lot creation is also subject to Section 10.4.1 of the OP which allows for severance (consent) applications. The proposed severance applications meet the policy of Section 10.4.1.

There is a small livestock facility located to the east of the subject lands. However, because the subject lands are located within what is considered a settlement area compliance with the Minimum Distance Separation guidelines developed by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) are not applied. Therefore, this proposal conforms to the Official Plan.

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

The subject lands are located in the Hamlet Residential (HR) Zone. (See Figure Five) The proposed lots, along with the retained parcel will meet the minimum lot area and frontage

requirements for partially serviced lands. If the existing dwelling is to remain lot line setbacks will need to be confirmed or the dwelling removed. Any accessory buildings that would remain on vacant lands will also need to be relocated to the lot with the dwelling or removed. Therefore, the proposal would comply with the ZBL.



Interdepartmental Comments:

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

Drainage:

- The subject lands will require drainage reapportionment.

This is addressed as a condition of approval.

Utilities:

- New water connections will be required for two of the three lots.

Public Works:

- New access will be required. Talbot Line is a County Road as such permits will be required through the County.

Building Dept:

- Accessory buildings to remain on any new vacant parcel will need to be removed. Setback confirmation will be needed for the existing dwelling.

No other comments or concerns were received from Administration.

Summary:

It is the Planner'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, subject to the recommended minor variance; and that Council recommends to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

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

Respectfully submitted by:

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

Report Approval Details

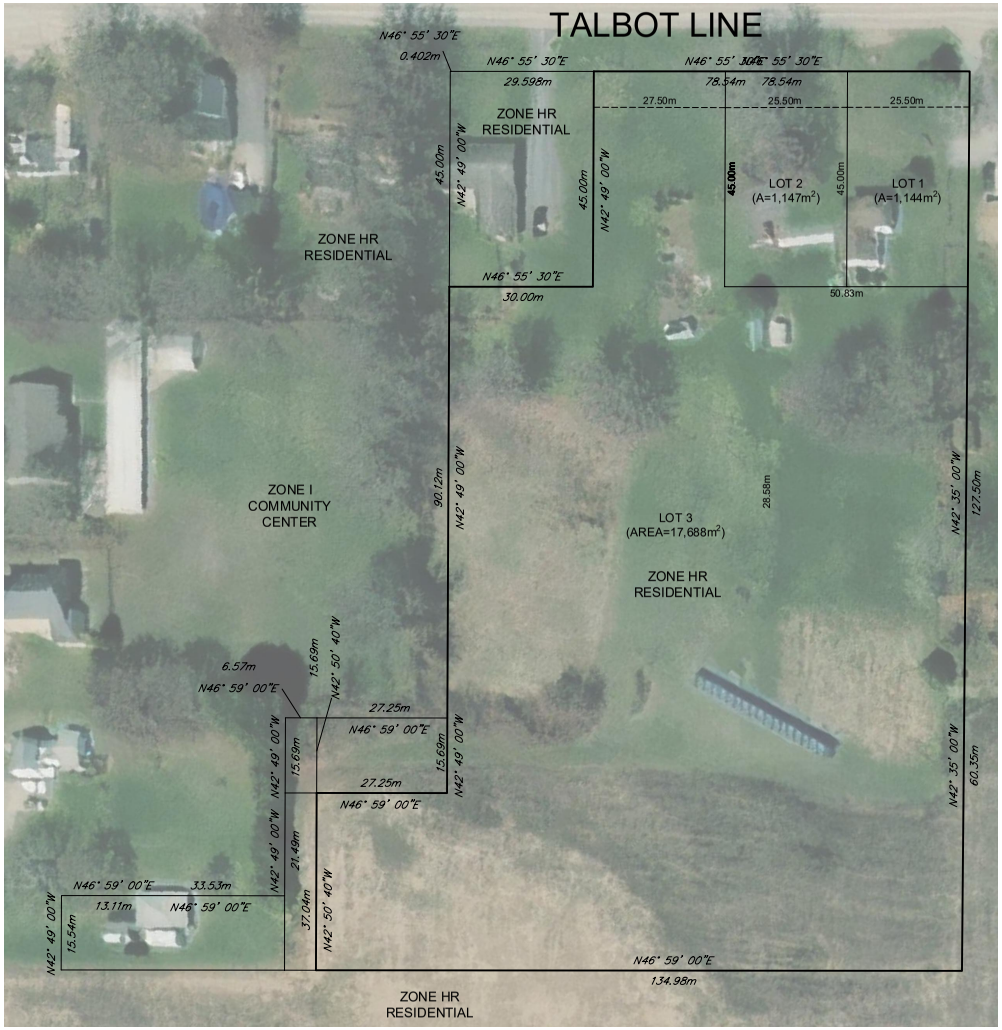
Document Title:	Severance Application E14 - 2023, E15 - 2023 - Comments to Elgin County - 2023-13 - Planning Report.docx
Attachments:	- Appendix One - Site Sketch - Ouseph.pdf - Planning Report 2023-13- Appendix Two A - West Elgin Conditions E14-15-23.pdf - Planning Report 2023-13- Appendix Two B - West Elgin Conditions E14-15-23.pdf
Final Approval Date:	Mar 29, 2023

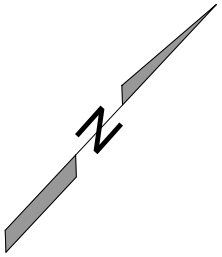
This report and all of its attachments were approved and signed as outlined below:

Jana Nethercott

ZONING INFORMATION:

ZONING TYPE:	HAMLET RESIDENTIAL ZONE
ZONE:	HR
	REQUIRED BY ZONING BYLAW
LOT AREA	1,000.00m^2 (MIN.)
LOT FRONTAGE	25.0m (MIN.)
FRONT YARD DEPTH	7.5m (MIN.)
REAR YARD DEPTH	10.0m (MIN.)
INTERIOR SIDE YARD DEPTH	3.0m (MIN.)
LOT COVERAGE	35% (MAX.)





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STRATFORD, ON
N5A 5S9
www.gritengineering.ca

Legend

Project:
25361 TALBOT LINE, WEST LORNE

Figure Title:
CONCEPTUAL LOT LAYOT

Figure No:
SK2

Planning Report 2023-13: Appendix Two A

Consent Application E14-23 – West Elgin Conditions

Consent Application E14-23 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 have a drainage reapportionment completed (if required) pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
5. That the applicant;
6. That the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the *Planning Act*, to the satisfaction and clearance of the Municipality.
7. That the Applicant provide a septic system assessment 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;
8. That the applicant install a new municipal water connection to the severed parcel at the applicant's expense and to the satisfaction of the Municipality;
9. That the applicant obtain a new access permit from the County of Elgin to the severed parcel;
10. 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.
11. That all conditions noted above shall be fulfilled within two years of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

Planning Report 2023-13: Appendix Two B

Consent Application E15-23 – West Elgin Conditions

Consent Application E15-23 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 have a drainage reapportionment completed (if required) pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
5. That the Applicant shall make payment of cash-in-lieu of applicable parkland dedication pursuant to Section 51.1 of the *Planning Act*, to the satisfaction and clearance of the Municipality.
6. That the Applicant provide a septic system assessment 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;
7. That the applicant install a new municipal water connection to the severed parcel (if required) at the applicant's expense and to the satisfaction of the Municipality;
8. That the applicant install a new municipal water connection to the retained parcel (if required) at the applicant's expense and to the satisfaction of the Municipality;
9. That the applicant obtain a new access permit from the County of Elgin to the severed parcel;
10. That the applicant obtain a new access permit from the County of Elgin to the retained parcel;
11. 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.
12. 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*.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robert Brown, Planner**
Date:	2023-03-20
Subject:	**Severance Application E19-2023 – Comments to Elgin County – 2023-14 – Planning Report**

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application, File E19-23 – Comments to Elgin County (Planning Report 2023-14);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E19-23, 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 E19-23, 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 prospective purchaser at 13941 Colley Road.

Background:

Below is background information, in a summary chart:

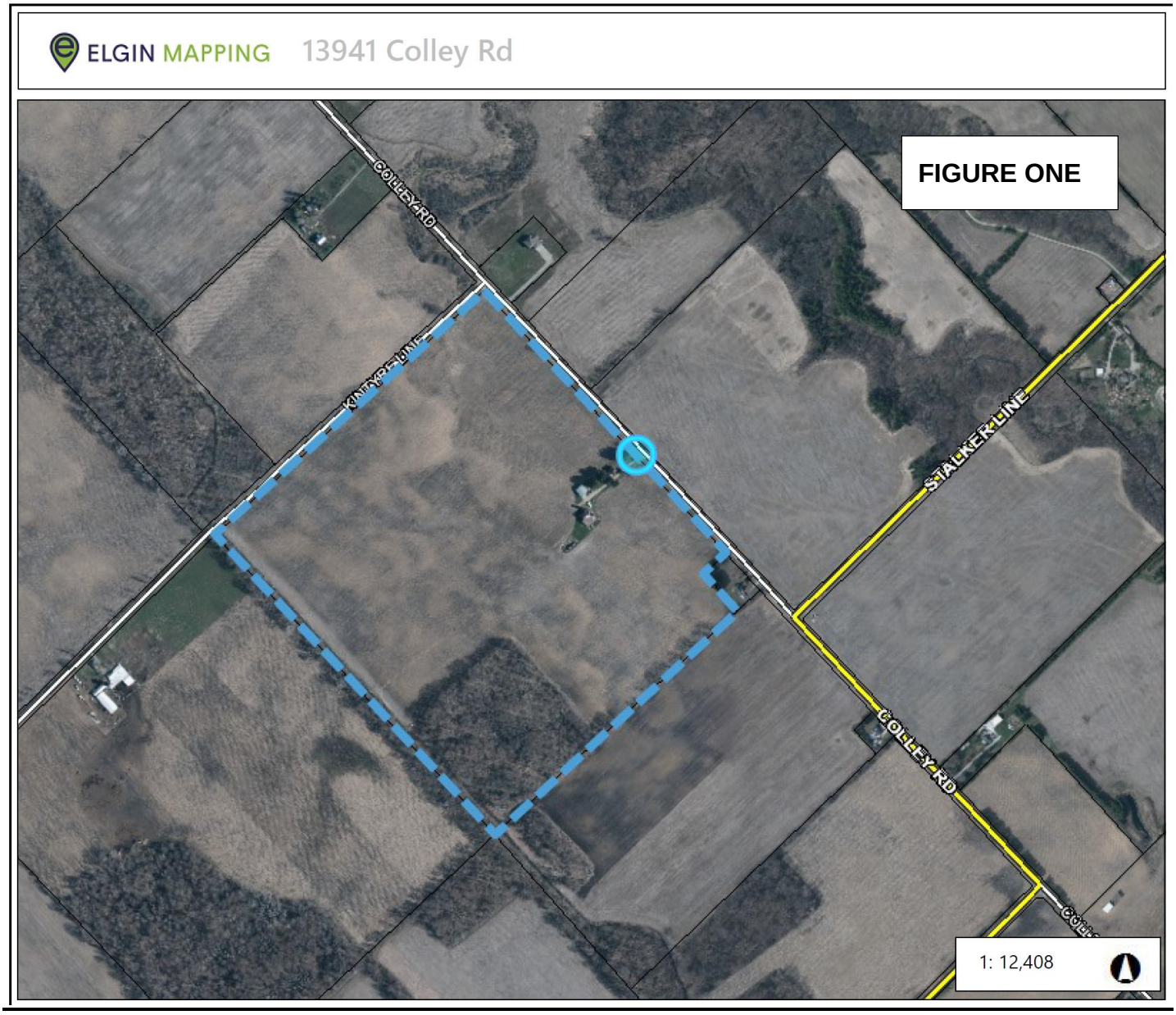
Application	E19-23
Owner	Stacey Carland Johnston
Applicant/Purchaser	Owen Cardwell Robert Johnston
Legal Description	Part Lot of 15, Concession 5 WD
Civic Address	13941 Colley Road
Entrance Access	Colley Road
Water Supply	Private on-site well
Sewage Supply	Private on-site individual septic system
Existing Land Area	40.06 ha (99 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
E19-23	55 m (180.4 ft.)	145 m (475.7 ft.)	0.8 ha (1.97 ac)	602 m (1,975 ft.)	613 m (2,011 ft.)	41 ha (101.3 ac.)

The Public Hearing is scheduled for April 26, 2023, at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the subject parcel of land.



The severance sketch, showing E19-23 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 from 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 current lot footprint is very irregular in shape. The proposed lot does include some actively farmed land however it squares off the lot to be severed and will improve the long-term efficient operation of the remaining farmland. The removal is also offset by the removal of an existing barn, the area around which can be returned to productive use. There are livestock facilities within 800 m of the proposed lot. However, severance of the existing dwelling will not impact on the livestock operations.

The property does contain a small amount of wooded area in the southwest corner of the retained parcel however the proposed surplus dwelling lot is not located within the natural heritage (Section 2.3) portions of the property and will not impact on its ongoing function. As such, the 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 and Provincially Significant Wetlands 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 prospective purchaser's farming operations. The residence is serviced by a private water well and private individual on-site septic system.

No development is proposed within the natural heritage feature (Section D1.2). Therefore, this proposal conforms 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 contains a wooded area as indicated on Schedule 'B' on Map 2. That same portion of the property is also included as part of the Ferndell Wetland Complex. These areas are not impacted by the requested severance.

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 applicant has demonstrated that the residence is surplus to the prospective purchaser's 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 required as a condition of severance;
- There is a livestock operation within 800 m of the proposed lot however there is not impact to the proposed lot or neighbouring livestock operation;
- The proposed severed parcel does include a small amount of productive farmland but only what is necessary to square off the irregular yard configuration; and
- There are no farm buildings that are deteriorated, derelict or abandoned for consideration of removal. However, the applicant is proposing to remove a large older barn and silo that would end up encroaching on the proposed lot lines of the severed parcel.

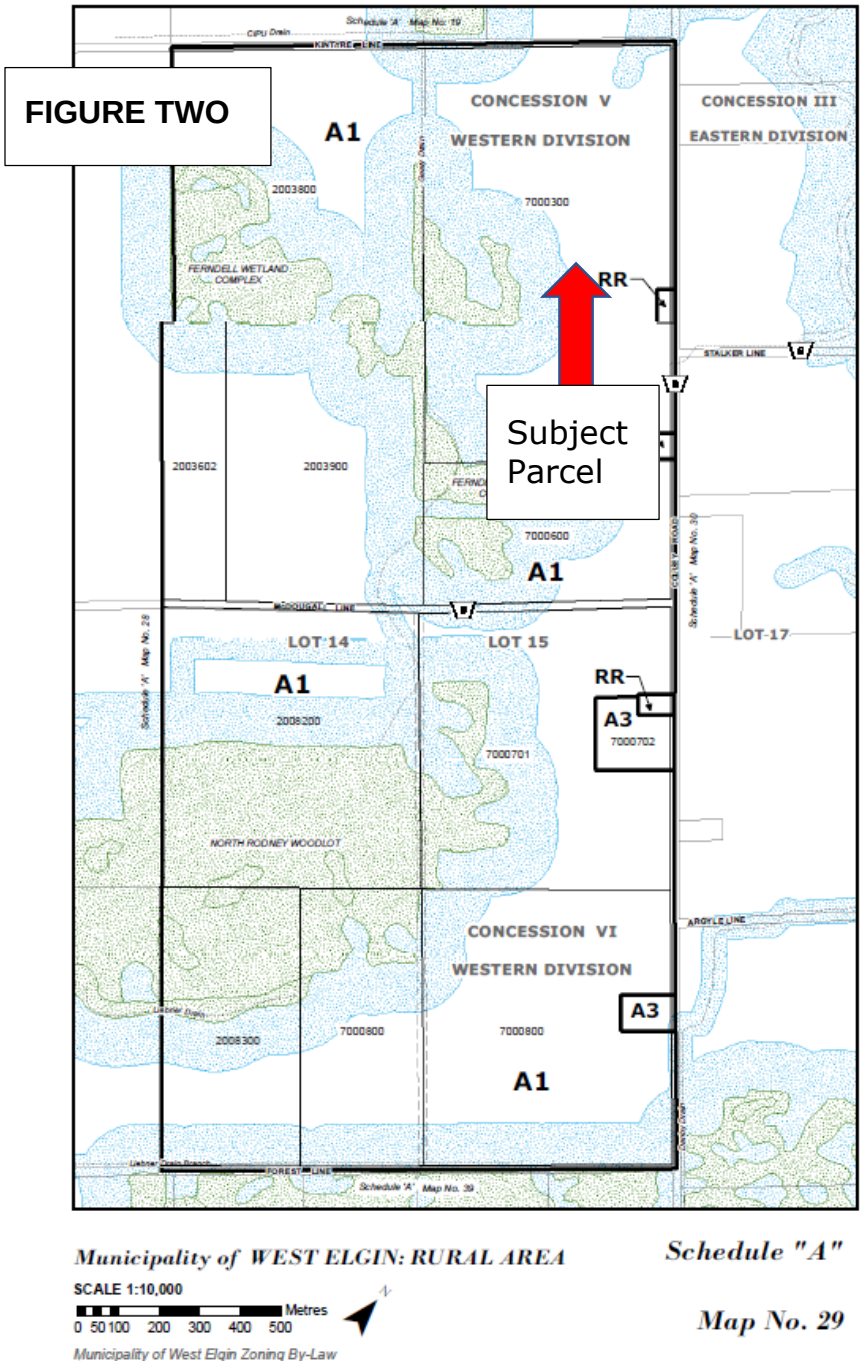
No development is proposed within the natural heritage feature on the property.

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 29 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 0.8 ha (1.97 ac.), with a lot frontage of 55 m (180.44 ft.); 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 continue to permit agricultural uses but 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 application was circulated to municipal staff for comment. The following comments were received:

Drainage:

- The subject lands will require drainage reapportionment.

This is addressed as a condition of approval.

Utilities:

- No issues of concern.

Public Works:

- There is existing access to both the severed and retained parcels.

Building Dept:

- A septic system inspection and well test will be required as conditions of the severance approval.

No other comments or concerns were received from Administration.

Summary:

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); As such, Council can recommend to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report.

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

Respectfully submitted by,

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

Report Approval Details

Document Title:	Severance Application E19-2023 - Comments to Elgin County - 2023-14 - Planning Report.docx
Attachments:	- Appendix 1 - Johnston Survey SK.pdf - Planning Report 2023-14 Appendix Two - Conditions of Approval for County of Elgin.pdf
Final Approval Date:	Mar 29, 2023

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

Jana Nethercott

PARTS SCHEDULED:			
PART	LOT	CONCESSION/PLAN	P.I.N.
1	Part of Lot 15	Concession 5 (West Division)	Part of P.I.N. 35109-0173

Part 1 – Comprises Part of P.I.N. 35109-0173.

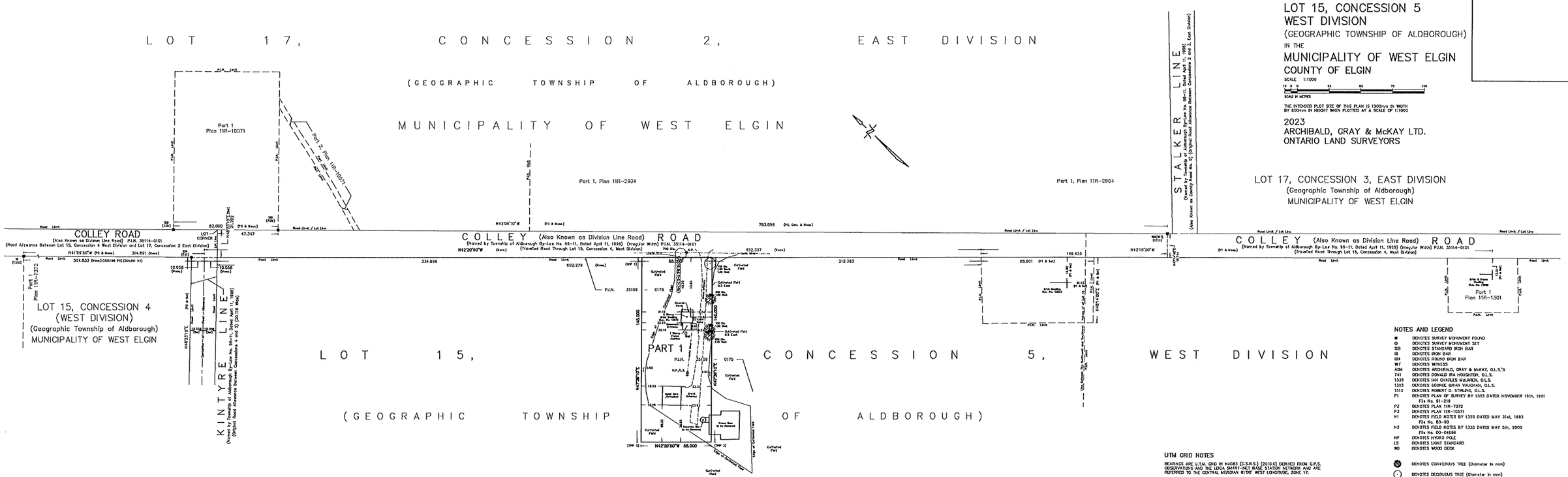
PLAN OF SURVEY
OF PART OF
LOT 15, CONCESSION 5
WEST DIVISION
(GEOGRAPHIC TOWNSHIP OF ALDBOROUGH)
IN THE
MUNICIPALITY OF WEST ELGIN
COUNTY OF ELGIN

SCALE 1:1000

10 5 0 25 50 75 100
SCALE IN METRES

THE INTENDED PLOT SIZE OF THIS PLAN IS 1300mm IN WIDTH BY 600mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1000

2023
ARCHIBALD, GRAY & McKAY LTD.
ONTARIO LAND SURVEYORS



NOTES AND LEGEND

- ■ DENOTES SURVEY MONUMENT FOUND
- ○ DENOTES SURVEY MONUMENT SET
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- IBø DENOTES ROUND IRON BAR
- WIT DENOTES WITNESS
- AGM DENOTES ARCHIBALD, GRAY & McKAY, O.L.S.'S
- 741 DENOTES DONALD IRA HOUGHTON, O.L.S.
- 1335 DENOTES IAN CHARLES McLAREN, O.L.S.
- 1355 DENOTES GEORGE BRIAN VAUGHAN, O.L.S.
- 1513 DENOTES ROBERT D. STERLING, O.L.S.
- P1 DENOTES PLAN OF SURVEY BY 1355 DATED NOVEMBER 13th, 1991 File No. 91-218
- P2 DENOTES PLAN 11R-7372
- P3 DENOTES PLAN 11R-10571
- N1 DENOTES FIELD NOTES BY 1335 DATED MAY 31st, 1983 File No. 83-90
- N2 DENOTES FIELD NOTES BY 1335 DATED MAY 5th, 2000 File No. 00-04686
- HP DENOTES HYDRO POLE
- LS DENOTES LIGHT STANDARD
- WD DENOTES WOOD DECK

- DENOTES CONIFEROUS TREE (Diameter in mm)
- DENOTES DECIDUOUS TREE (Diameter in mm)
- DENOTES HYDRO METER
- DENOTES UTILITY POLE ANCHOR

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID IN NAD83 (CSRS.5) (2010.0) DERIVED FROM G.P.S. OBSERVATIONS AND THE LEICA SMART-NET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 81°00' WEST LONGITUDE, ZONE 17.

LINEAR VALUES SHOWN ON THIS PLAN ARE ADJUSTED GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9995614.

OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GPS OBSERVATIONS USING REAL TIME NETWORK (RTN). U.T.M. ZONE 17, NAD83 (CSRS) (2010.0). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
ORP 1	4719156.117	443573.449
ORP 2	4719158.681	443866.321
ORP 3	4719117.847	443903.355
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES ON THIS PLAN.		

ROTATION NOTE

FOR BEARING COMPARISONS,
A ROTATION OF 03°30' (COUNTERCLOCKWISE) WAS APPLIED TO P1 TO GRID BEARINGS.
A ROTATION OF 02°30' (CLOCKWISE) WAS APPLIED TO P2 TO CONVERT TO GRID BEARINGS.

AREA TABLE		
PART	HECTARES	ACRES
1	0.78750	1.9707

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE 7 DAY OF 7, 2023.

PRELIMINARY

DATE

ROBERT WOOD
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AGLS PLAN SUBMISSION FORM NUMBER 143040

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

AGM
PLAN • SURVEY • ENGINEER
ARCHIBALD, GRAY & McKAY LTD.
3314 WHITE OAK ROAD, LONDON, ON, N6E 2Z8
PHONE 519-685-5300 FAX 519-685-5303
EMAIL info@agm.on.ca WEB www.agm.on.ca

DRAWN BY: NORTON	DIGITAL FILE: AL-05-15MD-1	PLAN No:	
CHECKED BY: R.M.M.	CODO FILE: AL-05-15MD-1	9-L-6016-Z	
PLOT DATE: JAN 26 2023	FILE No: AL2301 RP1 EC.dwg		

F:\Projects\A\Aldborough(AL)\AL\AL-05\AL-05-15MD\AL-05-15MD-1\CAD\AL2301 RP1 EC.dwg

Planning Report 2023-14: Severance Report E19-23 –

Comments to the County of Elgin

Appendix Two: Severance Application E19-23 Conditions

Severance Application E19-23 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 including any applicable easements and/or rights-of-way 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 severed and retained lands are transferred to the prospective purchaser Owen Cardwell Robert Johnston, Brenda Lee Johnston and John Robert Johnston as outlined in the purchase agreement.
5. That a septic system assessment be completed for the severed parcel to the satisfaction and clearance of the Municipality.
6. That the Applicant provide written confirmation from a licensed well installer that the private well provides the quality and quantity of potable water required by Provincial standards.
7. That the Applicant provide written confirmation of a water quality test by the applicable public health unit;
8. That the barn and silo encroaching on the proposed line of severance be demolished and removed from the property to the satisfaction of and clearance of the Municipality;
9. That the Applicant successfully apply to the Municipality for a Zoning By-law Amendment for the severed and retained parcels. Such amendment of the Zoning By-law must come into full force and effect pursuant to the Planning Act, to the satisfaction and clearance of the Municipality.
10. That the Applicant have a drainage reapportionment completed (if required) pursuant to the *Drainage Act*, to the satisfaction and clearance of the Municipality.
11. 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.
12. 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*.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robert Brown, Planner**
Date:	2023-03-31
Subject:	**Site Alteration By-law – Information and Recommendation Report**

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding development and implementation of a site alteration by-law.

That West Elgin Council review the draft site alteration by-law and direct administration to proceed with development of the necessary support materials, i.e. forms, agreement template and set fines and to bring forward the completed by-law at a future Council meeting.

Purpose:

The purpose of this report is to provide West Elgin Council with information and background on the development of a site alteration by-law along with the proposed draft by-law itself.

Background:

What is site alteration? "Site Alteration" means any alteration to the grade (topography) of land through the movement, removal or placement of topsoil or fill. Under the *Municipal Act, 2001* Councils of a local municipality may pass by-laws prohibiting or regulating the placing or dumping of fill and the alteration of the grade of land in the Municipality.

What does a site alteration by-law do? Site alteration by-laws limit the ability of a property owner to undertake significant changes to a site, particularly related to grading and/or the introduction of fill. It is not a prohibition but rather requires a landowner, under certain circumstances, to provide information to the Municipality on the type and rationale for significant changes to a given property or properties and potentially enter into a site alteration agreement.

Why is a site alteration by-law necessary? There are a number of different reasons why this type of by-law has become necessary, particularly over the last several years and more specifically in smaller agricultural based areas. Many years ago large development companies started purchasing farm parcels for the sole purpose of transporting unwanted fill from development sites in large urban areas to vacant farm fields. This was done because of a lack of space in the urban area but more realistically because using urban sites was expensive and prevented those sites from being developed. Sites being altered in advance of full approvals such as plans of subdivisions is an additional reason and site alterations that could have impacts on natural heritage features such as wood lots, wetlands or species at risk.

What is the impact of unchecked site alteration? In agricultural areas it is the loss of productive farmland, alteration of the landscape, unwanted truck traffic on roads not designed for the traffic,

impact on surface and subsurface drainage, environmental impacts i.e.is the fill clean or contaminated, impact on significant ground water recharge areas and highly vulnerable aquifers, impact on natural heritage features and provincially significant wetlands and even the potential to containment intake protection areas and neighbouring water wells.

What a site alteration by-law isn't. Often when site alteration by-laws are proposed there is concern in general that it prevents minor grading or landscaping changes or will somehow restrict farming operations. This is not the case. These by-laws do not restrict anything that is considered normal farm practice and they do not restrict property owners from undertaking normal landscaping activities.

Financial Implications:

Development of the by-law, support material and ongoing monitoring and/or enforcement do require staff time which has some limited financial impact on the Municipality. Not having a site alteration by-law limits the ability of administration to review and ensure that site alteration is undertaken properly, at the appropriate time and subject to applicable regulations. This in turn makes it very challenging for staff to prevent many of the possible impacts outlined under the Background section and lead to conflict between property owners with the Municipality acting as referee.

Policies/Legislation:

Many municipalities have enacted site alteration by-laws so there are a significant number of examples to reference. Several local by-laws have been reviewed in the development of the West Elgin Site Alteration By-law as attached.

In addition to establishment of the by-law administration will need to develop a site alternation request form, a site alteration agreement template and establish set fines. The latter which will need applicable Ministry approval. The final by-law and implementation date will require additional time and may not be in full force and effect until close to the end of 2023.

Prepared by:

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

MUNICIPALITY OF
West Elgin

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-XX

Being a By-law to Prohibit or Regulate the removal of Topsoil, the Placing or Dumping of Fill and the Alteration of the Grade of Land in Areas of the Municipality of West Elgin

Whereas Section 142 of the *Municipal Act*, *S.O. 2001*, as amended provides that the Council of a local municipality may pass a by-law to

a) Prohibit or regulate the placing or dumping of fill;
b) Prohibit or regulate the removal of topsoil;
c) Prohibit or regulate the alteration of the grade of land;
d) Require that a permit be obtained for the placing or dumping of fill, the removal of topsoil or the alteration of the grade of the land; and
e) Impose conditions to a permit, including requiring the preparation of plans acceptable to the municipality relating to grading, filling or dumping, the removal of topsoil and the rehabilitation of the site.

And Whereas the Council of The Corporation of the Municipality of West Elgin is desirous of passing such a By-law;

And Whereas Section 425 of the *Municipal Act*, *S.O. 2001*, as amended provides that a municipality may pass by-laws provide that a person who contravenes a by-law passed under the *Municipal Act, 2001*, is guilty of an offence;

And Whereas Section 429 of the *Municipal Act*, *S.O. 2001*, as amended provides that a municipality may establish a system of fines for offences under a by-law passed under the *Municipal Act, 2001;*

And Whereas Section 444 of the *Municipal Act*, *S.O. 2001*, as amended provides that where a municipality is satisfied that a contravention of a by-law passed under the *Municipal Act, 2001* has occurred, the municipality may make an order requiring the person who contravened the by-law or caused or permitted the contravention or the owner or

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occupier of the land on which the contravention occurred to discontinue the contravening activity; do work to correct the contravention;

And Whereas Section 445 of the *Municipal Act*, *S.O. 2001*, as amended provides that if a municipality is satisfied that a contravention of a by-law of the municipality passed under the *Municipal Act, 2001* has occurred, the municipality may make an order requiring the person who contravened the by-law or caused or permitted the contravention or the owner or occupier of the land on which the contravention occurred to do work to correct the contravention;

And Whereas Section 444 of the *Municipal Act*, *S.O. 2001*, as amended provides that if a municipality has the authority under a by-law under the *Municipal Act, 2001* or any other Act, to direct or require a person to do a matter or thing, the municipality may also provide that, in default of it being done by the person directed or required to do it, the matter or thing shall be done at the person's expense and that the municipality may recover the costs of doing a matter or thing from the person directed or required to do it, by action or by adding the costs to the tax roll and collecting them in the same manner as property taxes;

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

1. Short Title

1.1. This By-law may be referred to as the "Site Alteration By-Law"

2. Application

2.1. This By-law applies to all the lands within the Municipality of West Elgin

3. Definitions

3.1. "Alteration" means the placing or dumping of fill, causing or permitting the placing or dumping of fill, removal of soil, causing or permitting the removal of soil, altering the grade of land, or causing or permitting the grade of the land to be altered.

3.2. "Council" means the Council of The Corporation of the Municipality of West Elgin

3.3. "County" means The Corporation of the County of Elgin

3.4. "Conservation Authority" means the Lower Thames Valley Conservation Authority.

3.5. "Drainage" means the movement of water for the purposes of achieving non-harmful water levels.

3.6. "Dumping" or "Dump" shall be broadly interpreted for the purposes of this By-Law to include stripping, removing, moving, transporting, importing, exporting or placing of any fill or topsoil into, out of or upon lands within any single or different properties within the Municipality.

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3.7. "Fill" means any material placed on land and without limiting the generality of the foregoing, includes soil, rock, concrete and stone.

3.8. "Grade" means the elevation of an existing ground surface, except where the placing or dumping of fill, removal of soil, or the alteration of the then existing ground surface has occurred in contravention of this By- law, in which case, grade means the elevation of the ground surface as it existed prior to such placing or dumping of fill on, the removal of soil from, or the alteration of the then existing ground surface prior to the occurrence of the placing or dumping of fill or the removal of Soil.

3.9. "Municipal Act' means the Municipal Act, 2001, S.0. 2001, Chapter 25, as amended or replaced.

3.10. “Municipality” means the Municipality of West Elgin

3.11. "Officer" means a By-law Enforcement Officer, Chief Building Official or Deputy Chief Building Official as appointed or authorized by the Council of the Municipality to enforce this By-Law and/or any "provincial offences officer" as defined in the Provincial Offences Act.

3.12. "Order to Discontinue Activity" means an order made pursuant to section 7.9 of this Bylaw.

3.13. "Owner" is a Person and means the registered owner(s) of the land or anyone acting under authorization or direction of the registered owner(s).

3.14. "Permit" means a permit issued by the Municipality pursuant to the provisions of this Site Alteration By-law.

3.15. “Person” included:

a) Natural individuals and their heirs, executors, administrators, agents, successors and representatives;
b) Corporations, partnerships, other forms of business associations and their respective officers, employees, agents, successors, consultants, assignees and representatives.

3.16. "Place" or "Placement" means the distribution of fill on lands to establish a finished ground surface higher or lower than the existing grade and "placing" and "placed" in relation to fill have the same meaning.

3.17. "Planning Act' means the Planning Act, RSO 1990 c P .13, as amended or replaced.

3.18. "Provincial Offences Act' means the Provincial Offences Act, R.S.O. 1990, c. P.33; as amended or replaced.

3.19. "Site" means the area of land subject to the proposed grade alteration, placement or dumping of fill or removal of soil.

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3.20. "Site Alteration Agreement" means an agreement entered into, in accordance with section 5.9 of this By-Law.

3.21. "Soil" means material consisting of a mixture or any one or all of organic remains, clay and rock particles.

3.22. "Topsoil" shall have the same meaning as the definition of "topsoil" under section 142(1) of the Municipal Act. For reference purposes only and subject to amendments to the Municipal Act, the term as of the date of the passing of this By-Law is defined as "those horizons in a soil profile, commonly known as the "O" and the "A" horizons, containing organic material and includes deposits of partially decomposed organic matter such as peat."

3.23. "Work Order" means an order made pursuant to section 7.13 of this By-Law.

3.24. "Zoning By-law" means an in-force by- law passed by the Municipality pursuant to section 34 of the Planning Act.

4. Prohibition

4.1. No Person shall place or dump fill or cause or permit the placing or dumping of fill without obtaining a Permit for such purpose from the Municipality.

4.2. No Person may remove soil or cause or permit the removal of soil without obtaining a permit for such purpose from the Municipality.

4.3. No Person shall alter the grade of land or cause or permit the grade of the land to be altered without obtaining a permit for such purpose from the Municipality.

4.4. No Person shall place or dump fill, cause or permit the placing or dumping of fill, remove soil, alter the grade of land, or cause or permit the grade of the land to be altered in a manner that is not in compliance with the terms of a permit issued for such purpose by the Municipality.

4.5. No Person shall fail to comply with an Order to Discontinue Activity made under this Bylaw.

4.6. No Person shall fail to comply with a Work Order made under this By-Law.

5. Site Alteration Permits and Agreements

5.1. An application for a Permit to change the Grade of land, Place or Dump fill, or remove Soil must be completed on a form provided by the Municipality,

5.2. Subject to section 5.9 of this By-Law, a Permit shall be issued by the Municipality's Chief Building Official or his or her designate when the following criteria have been fulfilled:

a) The proposed site alteration is related to a use permitted within the Zoning By-law; and

b) The Owner has addressed the following matters to the satisfaction of the Municipality:
   i. All necessary approvals have been obtained from the Conservation Authority;
   ii. All necessary approvals have been obtained in accordance with the County of Elgin Woodlands Conversation By-Law;
   iii. The proposal will not cause any adverse impact on area drainage;
   iv. The proposal will not adversely impact slope stability or cause soil erosion;
   v. The proposal will not adversely impact vegetation communities, wildlife habitat or fish habitat in the area;
   vi. The proposal will not adversely impact the quality or quantity of groundwater in the area;
   vii. Such other matters related to the proposal which are raised at the absolute discretion of the Director of Infrastructure and Development Services of the Municipality, or his designate, as the context of the proposal requires, which are communicated to the applicant in relation his/her or its application for a Permit.

5.3. It is a condition of each Permit that the Permit may be revoked by the Municipality under the following conditions:
a) If it was obtained on mistaken, false or incorrect information;
b) If it was issued in error;
c) If the Owner requests in writing that it be revoked;
d) f the terms of a Site Alteration Agreement entered into in accordance with section 5.8 If this By-Law have not been complied with; or
e) If an Owner fails to comply with the provisions of this By-Law or with an order requiring work to be done to correct any contravention of this By-Law.

5.4. In any Site Alteration Permit, the Municipality may stipulate conditions that are specific to a particular site alteration proposal. Such conditions may include but are not limited to the following:
a) The Municipality may, from time to time and at the Applicant's expense, require the testing of any fill by a qualified expert retained by the Municipality. Dumping and/or fill removal may be suspended pending test results at the discretion of the Municipality;
b) The Municipality may require the Applicant to install such site remediation measures, including topsoil, seeding, sodding and installation of berms and landscaping as are necessary to minimize the visual impact of Fill or Grade alteration proposals and to provide for stabilization of altered Grade;
c) The Municipality may require a lot grading certificate upon completion of the work described in any Permit and may require the Owner or Applicant to post security to ensure delivery of such certificate.

5.5. A Site Alteration Permit shall not exempt the Owner from obtaining any other necessary approvals from governments, boards and/or other approval authorities which have jurisdiction in the area.

5.6. A Site Alteration Permit shall be valid for the length of time detailed by the Municipality.

5.7. A Site Alteration Permit shall be transferable to subsequent owners of the Site provided the Municipality is advised in writing of their acknowledgment and commitment to comply with all of the requirements of an existing Site Alteration Permit.

5.8. Subject to potential financial conditions which may be required pursuant to section 5.9 of this By-Law, the Site Alteration Permit fee and other fees associated with this By-Law are contained in the Municipality's Fees and Charges By-Law, as amended or replaced.

5.9. Notwithstanding sections 5.2 through 5.7 of this By-Law, the Municipality with respect to any application for a Permit, in its sole and absolute discretion, may require the Owner to enter into a Site Alteration Agreement with the Municipality as a condition of Permit approval and such Site Alteration Agreement shall be registerable on title of and run with the lands to ensure the site alteration proposed for the lands occurs in accordance with approved plans, specifications and proper engineering principles. The aforementioned Site Alteration Agreement may require:

a) The Owner to provide financial security to the Municipality in an amount and form acceptable to the Municipality in its sole and absolute discretion;
b) The Owner to provide evidence that he/she/it has sufficient liability insurance coverage to cover the risks associated with the proposed site alternation;
c) The Owner or Applicant to release, indemnify and/or agree to defend the Municipality;
d) The Owner to certify that the fill contains no contaminants, as defined by the Environmental Protection Act, RSO 1990 c E 19, as amended or replaced, and any Regulations of the aforementioned Act, as amended or replaced;
e) Certification by a geotechnical engineer or similarly qualified Person at any time during the Site Alteration project; and/or
f) The Owner to address such other safeguards related to the proposal and engineering drawings which are raised at the absolute discretion of the Director of Infrastructure and Development Services of the Municipality, or his designate, as context requires, which are communicated to the applicant.

6. Exemptions

6.1. The provisions of this By-Law do not apply to the following:

a) Activities of a Municipality, County, local board, road authority, or Crown Agency as defined in the Crown Agency Act.
b) Activities authorized pursuant to a building permit issued by the Municipality.
c) Normal farm practices as defined in section 1.1 of the Farming and Food Production Protection Act, 1998, S.O. 1998, c. 1, as amended or replaced.
d) Any placing or dumping of fill, removal of soil, or alteration of the grade of land exempted pursuant to section 142(5) of the Municipal Act.
e) Activities pursuant to executed site plan agreement, subdivision agreement, severance agreement or any other development agreement pursuant to the Planning Act.

7. Enforcement, Remedies and Penalties

7.1. The administration and enforcement of this By-law is the responsibility of the By-Law Enforcement/Property Standards Officer, the Building Inspector of the Municipality of West Elgin or such other persons as may be appointed to that position by the Council of the Municipality of West Elgin. An Inspector may, at any reasonable time, enter and inspect a property subject to a Permit or otherwise apparently undergoing Site Alteration to determine compliance with this By-law, providing that nothing herein authorizing an Inspector to entre a building that is a residence without permission of the resident:

7.2. It shall be an offence for any person to contravene any provision of this By-law.

7.3. Any person who contravenes any provision of this bylaw is guilty of an offence and upon conviction shall be liable to a penalty as set out in Section 61 of the *Provincial Offences Act, R.S.O. 1990*, Chapter P.33 or any successor thereof.

8. Severability

8.1. If a court of competent jurisdiction should declare any section or part of a section of this By-Law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of the By-Law and it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

9. Effective Date

This By-law shall come into force and effect on the day that it is passed.

Read a first, second, and third time and finally passed this XXth day of MONTH, 202#

_____	_____
XXXXX	XXXX
Mayor	Clerk

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MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Jana Nethercott, Clerk**
Date:	2023-04-13
Subject:	**2023 Inclusive Community Grant**

Recommendation:

That West Elgin Council hereby receives the report from Jana Nethercott, Clerk re: 2023 Inclusive Community Grant; and

That West Elgin Council hereby requests Staff proceed with applying for the 2023 Inclusive Community Grant for the creation of Multi Use Pathways in Miller Park and to continue the partnership with the Optimist Club of West Lorne for this project.

Purpose:

The purpose of this report is to get Council approval to apply for the 2023 Inclusive Community Grant for the creation of Multi Use Pathways in Miller Park.

Background:

In 2020 the Optimist Club of West Lorne purchased and installed barrier free playground equipment in Miller Park with funds from a Trillium Grant. As part of this partnership, West Elgin Staff have been applying for different grants to help improve the pathway system within Miller Park to improve the accessibility of the pathways to get to this equipment. The pandemic did put a damper on some of these granting opportunities and cancelled some of the applications. The Optimist Club of West Lorne however was successful in getting donations and fundraising to pave a portion of the trail system and create an accessible access point to the playground from the accessible parking spots.

On March 10, 2023 the Province announced the 2023 Inclusive Community Grant, with an application deadline of April 20, 2023. Staff researched this grant, and the program lays out a few priorities, one of them being: “Increasing accessibility to outdoor spaces to improve older adults and people with disabilities community engagement”. This grant is available to municipalities, with collaboration encouraged among municipalities, community organizations and Indigenous communities and others.

The 2023 Inclusive Community Grant is for up to a maximum of $60,000 and will support 100% of the total eligible project costs. The Optimist Club of West Lorne has obtained a quote from one vendor at a cost of $107.85 per m^3. There is approximately 3300 sq m left to be paved which at that price, we would not be able to complete this project, however we could do approximately 525 m^3 for the maximum grant allotment of $60,000, which would be able to complete tying together some of the infrastructure within the park to at least provide a safe and firm pathway.

Financial Implications:

The only financial implication is staff time to complete the application.

Policies/Legislation:

Respectfully submitted by,
Jana Nethercott.

From: Ontario News
To: Jana Nethercott
Subject: Ontario Invests in Inclusive and Accessible Communities
Date: March 10, 2023 9:08:49 AM

NEWS RELEASE

Ontario Invests in Inclusive and Accessible Communities

Applications now open for 2023-24 Inclusive Community Grants

March 10, 2023
Ministry for Seniors and Accessibility

TORONTO — The Ontario government is investing $750,000 to help communities across the province become more inclusive and accessible for people of all ages and abilities.

Applications for the 2023-24 round of Inclusive Community Grants opened today. These grants provide municipalities, non-profit organizations, and Indigenous communities with up to $60,000 for local projects that will help older residents and people with disabilities participate in community life. This year, Ontario is prioritizing projects focused on improving opportunities for community engagement and those that support older adults to age and live at home with access to care.

“We know inclusive communities support independent, active living and help reduce social isolation,” said Raymond Cho, Minister for Seniors and Accessibility. “That’s why I’m proud to announce the launch of the latest round of funding for Inclusive Community Grants, which will help enable older adults and people with disabilities to contribute to all aspects of community life.”

Since the Inclusive Community Grants Program was created in 2020, it has

provided up to $3.7 million to support 72 projects in communities across Ontario.

Applications for Inclusive Community Grants are now open. Eligible organizations have until April 20, 2023 to submit their applications.

Quick Facts

- Ontario is investing $750,000 to support community-based projects as part of the 2023-24 cycle of the Inclusive Community Grants Program.
- Inclusive and Age-Friendly Communities work to promote accessibility, safety and active living for people of all ages and abilities.

Additional Resources

- Inclusive Community Grants
- Creating a more inclusive Ontario: age-friendly community planning guide for municipalities and community organizations
- Accessibility in Ontario
- Programs and services to support Ontario's seniors.

Media Contacts

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MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Magda Badura, CAO/Treasurer**
Date:	2023-04-13
Subject:	**Establishment of Trust Fund**

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Establishment of Trust Fund; And
That West Elgin Council grants permission to accept the funds from the Rodney Cemetery Board with understanding to establish a trust fund; And
That West Elgin Council directs staff to prepare documentation and legal agreement outlining the management of the funds.

Background:

A trust is a legal entity with separate and distinct rights, similar to a person or corporation. In a trust, a party known as a trustor gives another party, the trustee, the right to hold title to and manage property or assets for the benefit of a third party, the beneficiary.

Trusts can be established to provide legal protection for the trustor's assets to ensure they are distributed according to their wishes. Additionally, trusts can save time, reduce paperwork, and sometimes reduce inheritance or estate taxes.

On April 3, 2023 a letter of request was received from Rodney Cemetery Board asking to consider accepting proceeds on sale of land by Municipality to avoid the risk of tax implications. The letter of request is attached. In order for the sale to be finalized, the Cemetery Board is requesting permission to establish a trust fund. If, for some reason, a satisfactory arrangement cannot be made, staff will bring this report back to the council, to seek further direction.

Financial Implications:
There are no financial implications.

Respectfully submitted by,
Magda Badura, CAO/Treasurer

Report Approval Details

Document Title:	Trust Fund - 2023-21-Administration Finance.docx
Attachments:	- West Elgin letter April 3-2023 - Cemetery Board.docx
Final Approval Date:	Apr 11, 2023

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

Jana Nethercott

RODNEY CEMETERY
c/o Box 94
Rodney, Ontario N0L 2C0
519 785-0810

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

April 3, 2023

Dear staff and council,

I am writing you today to request that the municipality of West Elgin consider accepting the proceeds generated by the sale of a parcel of land, owned by Rodney Cemetery into a reserve fund.

The land that is being sold was purchased in 2007 by the trustees of Rodney cemetery. It was discovered at that time that the cemetery did not have a corporate structure that would allow for the purchase or transfer of land into their name. It was decided to place the land into the names of two of the trustees at the time; Jim Price and Bob Miller "In Trust", in a joint tenancy style arrangement. After Mr. Price died, the land was in only Mr. Miller's name.

When we decided that the adjoining 8.10 acres of land was in surplus to the needs of Rodney Cemetery, we decided to sell. Our tax accountant has concluded that it would be best to have the proceeds of the sale placed with the municipality to reduce the risk of tax implications.

The land has been sold for $845,000. After all professional fees have been paid, and an amount of $50,000 is placed in trust for a period of five years to cover any income tax penalties Mr. Miller may incur, we would like to place the balance with the Municipality of West Elgin.

Once the proceeds have been transferred to the municipality, and as part of the sale agreement, the trustees of Rodney Cemetery will donate $312,000 of the proceeds to various local organizations and charities, something that can be done in partnership with West Elgin.

The balance of the funds placed in a reserve fund for various cemetery capital projects. Each request would be submitted by Rodney Cemetery trustees for the municipality to consider.

Thank you for your consideration,

William R. Denning

Sec/Tres.

RodCem: West Elgin request

West Elgin Recreation Committee Terms of Reference

Purpose

To enhance the quality of life for the residents of the Municipality of West Elgin through an advisory body and make recommendations to the West Elgin Council regarding matters pertaining to parks, recreation and events within the community.

Authority

The West Elgin Recreation Committee is an advisory committee to Council and does not have any delegated authority.

Committee Composition

The West Elgin Recreation Committee shall be comprised of two (2) members of Council as appointed and five (5) members of the public. The committee shall also include Parks and Recreation Staff (as required-dependent on agenda items)

Term

Committee members term will be consistent with that approved by council.

Chairperson

The chairperson shall be appointed by the committee.

Schedule of Meetings

The committee shall meet monthly, or all the call of the chair. The committee shall hold a minimum of eight (8) meetings.

Mandate

The committee will act in an advisory capacity and work in conjunction with Municipal staff to provide advice and present recommendations to council for matters within the following areas.

- Development and planning regarding Municipal run events and recreation programming.
- Review submissions from community associations, organizations, residents and user groups regarding the enhancement of recreational opportunities within the Municipality.
- Create and implement partnership opportunities for funding and program development.
- Provide input on the West Elgin Recreation Programming budget and capital expenses.

- Advise council on matters of parks, trials, green spaces, and recreational facilities within the municipality of West Elgin
- Advise and assist in the development of educational programs and promote the activities of the committee.
- Liaise with other like organizations to promote recreation programming within West Elgin
- Provide a forum for citizens ideas to be brought forth regarding recreation, leisure and parks within West Elgin
- Advocate on behalf of recreation and parks users in the municipality
- Advise on the recreational needs of the community.
- Provide opportunity for all members of the community to pursue recreation
- Promote volunteerism through the support of projects and services related to parks, recreation and culture.
- Aid in planning of events that have a forecasted budget and goals.
- Support and enhancing existing, new and emerging recreational opportunities.
- Encouraging community members to become involved with projects, events, and to increase the development of recreation and leisure programs.

Community Development

The Municipality of West Elgin Recreation Committee will be responsible for providing input and recommendations in the area of parks and recreation activity in the municipality.

- The committee shall assist with the development of new and innovative programs that positively affect the operation of the Parks and Recreation Department.
- The committee will advocate the social, economic, personal, environmental and health benefits of recreation services to all residents of West Elgin.
- The committee shall liaise with community groups and individuals to ensure awareness of the needs of the residents are being met and that new partnerships and collaborations are being developed.
- The committee shall assist where possible with the West Elgin Parks and Recreation Department and other community groups to ensure all programs and services are accessible to attain the expected level of services to all residents within the Municipality.
- The committee shall assist with implementations associated with volunteer management, with a special focus on recruitment, recognition and retention.

Recommended by the Committee: March 22, 2023

MUNICIPALITY OF
West Elgin

The Corporation of the Municipality of West Elgin

By-Law No. 2023-25

A By-law to Authorize The Corporation of the Municipality of West Elgin and Zouling Technologies Inc for the Provision of Technology Maintenance and Support Services

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with Zouling Technologies Inc for the provision of technology maintenance and support services; and

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with Zouling Technologies Inc for the provision of technology maintenance and support services, identified as Schedule "A" attached hereto and forming an integral part of this By-law.

2. That the Deputy Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.

3. This by-law shall come into force and effect on April 1, 2023.

Read a first, second, and third time and passed this 13th day of April, 2023.

Richard Leatham Deputy Mayor	Jana Nethercott Clerk

TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES AGREEMENT

THIS TECHNOLOGY MAINTENANCE AND SUPPORT SERVICES AGREEMENT is made the 1st day of April, 2023

BY & BETWEEN:

ZOULING TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of Ontario, and with its principal office located at 276 Furnival Road, Rodney, Ontario N0L 2C0

(hereinafter the "**Service Provider**")

OF THE FIRST PART

AND:

MUNICIPALITY OF WEST ELGIN, a municipal corporation incorporated under the laws of Province of Ontario, and with its principal office located at 22413 Hoskins Line, Rodney, Ontario N0L 2C0

(hereinafter the "**Client**")

OF THE SECOND PART

RECITALS

WHEREAS, the Service Provider is in the business of providing computer hardware and software maintenance and support services, including networking;

AND WHEREAS, the Client, a municipal corporation exercising the powers described in sections 8 and 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, wishes to contract for the computer hardware, software, and networking maintenance and support services of the Service Provider as part of its ongoing operations;

AND WHEREAS, the parties have agreed on the terms and conditions governing the provision of computer hardware, software, and networking maintenance and support services by the Service Provider to the Client;

NOW THEREFORE, in consideration of the terms and conditions described below and the sum of $1.00 paid by each party to the other party, the receipt and sufficiency of which is hereby acknowledged, the Service Provider and the Client agree as follows:

1.0 INTERPRETATION

1.1 *Definitions*

In this agreement, unless otherwise stated the following terms shall have the meaning prescribed for each:

"Agreement" means the terms and conditions described herein, and the Schedules incorporated by reference and also includes all subsequent amendments and Change Orders in writing and executed by authorized officials of the Parties;

"Business Day" means any day other than Saturday or Sunday or a statutory holiday so recognized by the province of Ontario;

"Change Order" means the document executed by the Parties confirming their agreement to undertake a change to the Support Services or related matters pursuant to a Change Order Request;

"Change Order Request" means the procedure described in this Agreement for the Parties to consider changes to the Support Services or related matters under this Agreement;

"Client Data" means all information of whatever nature and type and in all formats of the Client and in respect of which the Client has a proprietary interest and is deemed to be Proprietary and Confidential Information of the Client, including (without limitation) information regarding other persons that is collected and maintained by the Client in exercising its powers under the *Municipal Act, 2001*, and other legislation;

"Client Hardware" means the computer equipment of the Client, including (without limitation) all peripherals, attachments, lines and cabling and applicable documentation and all equipment relating to networking, for which the Service Provider is performing Support Services under this Agreement;

"Client Software" means the computer software of the Client, including applicable documentation, for which the Service Provider is providing Support Services under this Agreement;

"Parties" means the Client and the Service Provider, and "Party" means one of them as the context provides;

"Proprietary and Confidential Information" means any confidential or proprietary information, data, materials, and other information of either Party, whether or not marked or otherwise identified as proprietary or confidential;

"Schedules" means the schedules to this Agreement described in Article 2.0;

"Service Provider Data" means all information, of whatever nature and type and in all formats of the Service Provider used to provide the Support Services, and in respect of which the Service

Provider has a proprietary interest. Service Provider Data is deemed to be Proprietary and Confidential Information of the Service Provider;

"Service Provider Software" means those computer programs owned or licensed by the Service Provider, in object code or source code and including microcode not embedded in a circuit element and applicable documentation and media, used by the Service Provider in performing the Support Services;

"Support Services" means the provision by the Service Provider of the computer hardware, software, and networking maintenance and support services to the Client Hardware and Client Software as described in this Agreement; and

"Support Services Standards" means the agreed-to target performance standards of the Service Provider in delivering the Support Services under this Agreement, as they may be changed from time to time by Change Order.

1.2 ***Assignment***

This Agreement will be binding on and enure to the benefit of the Parties and their respective successors and permitted assigns. The Service Provider may not assign this Agreement to any other party without the prior written consent of the Client.

1.3 ***Currency***

Unless otherwise stated in this Agreement, all dollar amounts shall be Canadian dollars.

1.4 ***Accounting Terms***

Unless otherwise stated in this Agreement, all accounting terms shall be interpreted in accordance with Canadian GAAP.

1.5 ***Sections, Headings and*** **Contra Proferentum**

The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section, Paragraph or Schedule refers to the specified Article, Section or Paragraph or Schedule to this Agreement. Each Party acknowledges that it has reviewed and participated in determining the terms and conditions of this Agreement and agree that any rule of construction or doctrine of interpretation, including *contra proferentum*, construing or interpreting any ambiguity against the drafting party shall not apply.

1.6 ***Gender and Number***

Unless the context otherwise requires, words importing the singular include the plural and

vice versa, and words importing one gender include the other gender.

1.7 ***Time of the Essence***

Time shall be of the essence of this Agreement and of every part hereof and no extension or variation to this Agreement shall operate as a waiver of this provision.

1.8 ***Applicable Law***

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the province of Ontario and the applicable federal laws of Canada, without reference to any principles of conflicts of laws. Each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the competent courts of Ontario.

1.9 ***Enurement***

This Agreement shall enure to the benefit of, binding on, and enforceable by the Parties and where the context so permits, their respective heirs, executors, representatives and successors.

1.10 ***Amendment***

This Agreement may only be changed by a document in writing signed by both Parties.

1.11 ***Waiver***

No waiver of any provision of this Agreement, including waiver of a breach of this Agreement, shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.

1.12 ***Further Assurances***

The Parties shall with reasonable diligence do all things and provide all reasonable assurances as may be required to implement the provisions of this Agreement, and each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary or desirable to give effect to this Agreement and to carry out its provisions.

1.13 ***Invalidity***

Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this Agreement.

1.14 ***Entire Agreement***

This Agreement, including the Schedules incorporated by reference and the written requirements and representations of the related Request for Proposal and Proposal, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior or other agreements, understandings, negotiations and discussions, written or oral, between the Parties. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, except as herein provided.

1.15 ***Objective***

In accordance with the Request for Proposal and Proposal, the Parties acknowledge that the central objective of this Agreement is for the Client to retain a qualified I.T. services provider to provide the Support Services, including for internal municipal I.T. projects, either to the Client individually or to the Client and its municipal partners acting jointly.

In the event of any inconsistency or conflict between the provisions of Request for Proposal and this Agreement or Proposal and this Agreement, the provisions of this Agreement shall prevail.

2.0 SCHEDULES

2.1 The Schedules appended to and forming part of this Agreement are described in subsection 2.2. In the event of any inconsistency or conflict between the provisions of a schedule and the terms and conditions of this Agreement, the provisions of the schedule shall prevail.

2.2 The Schedules to this Agreement are as follows:

Schedule A: Client Hardware and Software
Schedule B: Support Services
Schedule C: Support Services Standards
Schedule D: Compensation & Payment
Schedule E: Change Order Process

2.3 The Schedules may be changed from time to time by agreement of the Parties by Change Order.

3.0 APPOINTMENT AND ACCEPTANCE

3.1 The Client appoints the Service Provider, and the Service Provider accepts the appointment on a non-exclusive basis, to perform the Support Services described in **Schedule B** for the Client Hardware and Client Software described in **Schedule A**. The Parties agree that the Support Services, as well as the Client Hardware and Client Software, may be changed from time to time during the term of this Agreement in accordance with the Change Order Process

described in **Schedule E**.

4.0 TERM

4.1 This Agreement shall be in effect for a period of twenty-four (24) months from the date first mentioned above on page 1 of this Agreement. This Agreement may be extended or renewed by agreement of the Parties in writing at least sixty (60) days prior to the end of the term. The Service Provider will remind the Client by written notice of the end of term and option for extension or renewal at least one hundred and twenty (120) days prior to the end of the term.

5.0 COMPENSATION AND PAYMENT

5.1 As consideration for the Support Services provided under this Agreement, the Client shall pay the Service Provider in accordance with **Schedule D** attached, which compensation is subject to change in accordance with the Change Order Process.

5.2 All payments shall be made in Canadian currency. On past due charges and late payments, the Service Provider may impose a late payment charge equal to the lesser of 1.0 percent (1%) per month or the maximum rate permitted by law.

5.3 Service Provider, without any further actions or requirements on its part and until all outstanding payments have been made in full by the Client, reserves the right to deny or suspend the Support Services or any other related activity under this Agreement. Termination or denial as a result of failure to pay will: (a) not relieve the Client from the payment of all accrued charges for the Support Services provided, plus interest and all collection fees; (b) be solely attributable to the Client with no liability or responsibility of any loss or damage arising or accruing from such denial or suspension of the Support Services.

5.4 The Client shall be responsible for all sales and consumption taxes (including any HST) imposed or levied in respect of the charges paid or payable to the Service Provider, other than any tax on the income of the Service Provider.

6.0 SUPPORT SERVICES STANDARDS

6.1 The Service Provider shall perform the Support Services in accordance with the Support Services Standards described in **Schedule C**, as said standards may be changed from time to time in accordance with the Change Order Process.

6.2 The Service Provider will have full control over working time, methods, and decision making in relation to provision of the Support Services in accordance with this Agreement. The Service Provider will work autonomously and not at the direction of the Client. However, the Service Provider will be responsive to the reasonable needs and concerns of the Client.

7.0 SERVICE PROVIDER RESPONSIBILITIES

7.1 The Service Provider shall:

(a) Perform the Support Services conscientiously and lawfully, in accordance with the provisions of this Agreement, including the provisions of the Support Services Schedule and the Support Services Standards Schedule;

(b) Perform the Support Services in a good and professional manner using qualified and competent Support Services personnel, and in compliance with the Support Services Standards Schedule;

(c) Complete and submit all reports and other information in accordance with the requirements of the Support Services Standards Schedule;

(d) Comply with all access and security procedures of the Client of which it has been informed in writing; provided only that if there is any change to such procedures after the date of this Agreement, and for which compliance by the Service Provider causes delay, an increase in costs or other material change to the Support Services or other Service Provider obligations under this Agreement, the Support Services Schedule and Support Services Standards Schedule, as applicable, will be modified accordingly by Change Order;

(e) Access, receive, use, retain and disclose Client Proprietary and Confidential Information only for the performance of the Support Services, in a secure and confidential manner and in accordance with any reasonable restrictions or other requirements of the Client; and

(f) Perform the Support Services in a manner consistent with the Client's role as a municipal corporation with responsibilities to protect personal information and other data and information relating to private individuals, and in accordance with all Client requirements and directions based on the Client's statutory responsibilities.

8.0 CLIENT RESPONSIBILITIES

8.1 To enable and support the Service Provider in the provision of the Support Services the Client shall, without limitation:

(a) Perform those tasks assigned to the Client conscientiously, lawfully, in a timely manner, and in accordance with the provisions of the Support Services Schedule and this Agreement;

(b) Perform those tasks assigned to the Client in a good and professional manner using qualified and competent personnel;

(c) Grant the Service Provider access to the Client Hardware, Client Software and operations necessary for the Service Provider to provide the Support Services;

(d) Comply with all reasonable Service Provider procedures and requirements in the performance of the Support Services, including the reproduction of suspected errors or malfunctions and the provision of all error corrections and maintenance releases;

(e) Access, receive, use, retain and disclose any Service Provider Proprietary and Confidential Information only for Support Services purposes, in a secure and confidential manner and in accordance with any restrictions or other requirements of the Service Provider;

(f) Undertake any enhancements to or other changes to Client Hardware and Client Software during the term of this Agreement only in collaboration with the Service Provider. In the event that any such change prevents or otherwise hinders the performance of the Support Services, or any other obligation of the Service Provider under this Agreement, including any performance commitment under the Support Services Standards Schedule, the Service Provider shall not be liable or otherwise responsible for the same and the Client shall be liable for any additional costs incurred by the Service Provider as a consequence thereof; and

(g) Pay the Service Provider for the Support Services in accordance with the Compensation and Payment provision of this Agreement.

9.0 INDEPENDENT CONTRACTOR

9.1 The Parties expressly covenant and agree that the legal relationship between the Parties is that of principal and independent contractor. The Service Provider performs the Support Services as an independent contractor and all personnel utilized by the Service Provider shall be employees, contractors or agents of the Service Provider.

10.0 CHANGE CONTROL

10.1 The Change Order procedure set out in Schedule E (Change Order Process) may be initiated by either Party desiring to implement the following changes to the Support Services:

(a) Additions to, deletions from, or other modifications to the Support Services in the Support Services Schedule;

(b) Additions to, deletions from, or other modifications to the performance commitments of the Service Provider set out in the Support Services Standards Schedule; and

(c) Any modification, alteration, adjustment, addition, upgrade, attachment, enhancement, or other change to the Client hardware or Client Software that will, or is likely to have, a material impact on the delivery of Support Services by the Service Provider.

10.2 Any changes to this Agreement, other than those set out in subsection 10.1, shall be undertaken solely by means of a written amendment to this Agreement.

11.0 REPRESENTATIONS AND WARRANTIES

11.1 The Service Provider makes the following representations and warranties to the Client

acknowledging that the Client is relying on each such representation and warranty in connection with the provision of Support Services under this Agreement, and with the further acknowledgment that the Client would not have entered into this Agreement without any of the representations and warranties of the Service Provider.

(a) The Service Provider represents and warrants to the Client that it is duly incorporated and has the legal authority to enter into this Agreement, provide the Support Services and undertake all other obligations and responsibilities of the Service Provider described hereunder;

(b) The Service Provider represents and warrants to the Client that this Agreement has been duly authorized by all necessary corporate action by the Service Provider and is a valid and binding obligation of the Service Provider, enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other legislation affecting creditors' rights generally;

(c) The Service Provider represents and warrants to the Client that the execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Service Provider is a party;

(d) The Service Provider represents and warrants to the Client that there are no actions, suits or other proceedings against the Service Provider, or to the Service Provider's knowledge threatened or pending against the Service Provider, or any of its assets, that in the reasonable opinion of the Service Provider may have a material adverse effect on its financial condition or business;

(e) The Service Provider represents and warrants to the Client that the Service Provider shall comply with all applicable laws, statutes, ordinances, by-laws and regulations (collectively, "legislation") of all applicable governmental authorities.

11.2 The Client makes the following representations and warranties to the Service Provider acknowledging that the Service Provider is relying on each such representation and warranty in connection with the provision of Support Services under this Agreement, and with the further acknowledgment that the Service Provider would not have entered into this Agreement without any of the representations and warranties of the Client.

(a) The Client represents and warrants to the Service Provider that the Client is duly incorporated and has the legal authority to enter into this Agreement, and undertake all obligations and responsibilities of the Client described hereunder;

(b) The Client represents and warrants to the Service Provider that this Agreement has been duly authorized by all necessary corporate action by the Client and is a valid and binding obligation of the Client, enforceable against it in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency and other legislation affecting

creditors' rights generally;

(c) The Client represents and warrants to the Service Provider that the execution and performance of this Agreement does not and will not cause any default or other contravention of any other agreement or instrument to which the Client is a party;

(d) The Client represents and warrants to the Service Provider that there are no actions, suits or other proceedings against the Client, or to the Client's knowledge threatened or pending against the Client, or any of its assets, that in the reasonable opinion of the Client may have a material adverse effect on its financial condition or business;

(e) The Client represents and warrants to the Service Provider that the Client shall perform, or cause to be performed, the obligations and responsibilities of the Client under this Agreement honestly, in good faith, exercising reasonable skill, care and diligence, using personnel having a level of competence commensurate with the requirements, in accordance with the terms and conditions of this Agreement; and

(f) The Client represents and warrants to the Service Provider that the Client shall comply with all applicable laws, statutes, ordinances, by-laws and regulations (collectively, "legislation") of all applicable governmental authorities.

11.3 EXCEPT AS EXPRESSLY STATED IN THIS ARTICLE 11.0, ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXCLUDED. THE PARTIES DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LIABILITY OF ONE PARTY TO THE OTHER PARTY IS SOLELY THAT PROVIDED FOR ELSEWHERE IN THIS AGREEMENT.

12.0 RELATIONSHIP MANAGEMENT

12.1 The Parties acknowledge that cooperation is essential to the successful delivery of the Support Services and compliance with all other requirements of this Agreement. The Parties agree to each appoint a person the primary representative of the Party for the administration and other matters relative to the provision of Support Services, and use mutually agreed processes and forms to report progress and to identify, track and resolve problems. Unless otherwise provided for in the Support Services Schedule, the standard processes and forms of the Service Provider will be utilized. Each Party may rely on the authority of the other Party's representative provided that neither person shall have the authority to amend or modify this Agreement.

13.0 CONFIDENTIALITY OF CLIENT DATA

13.1 The Service Provider acknowledges that Client Data is Proprietary and Confidential Information of the Client, and is sensitive in nature as the information of a public organization and municipal government, and must be protected from unauthorized use or disclosure. The Service

Provider shall use all reasonable means to keep Client Data to which it has access confidential. The Service Provider shall not access, use or disclose Client Data, other than to provide the Support Services.

13.2 More specifically, in fulfilment of its obligation to maintain the confidentiality of Client Data, the Service Provider shall:

(a) Implement written policies, standards, and procedures reflective of the Service Provider's obligations in regard to confidentiality;
(b) Restrict access to Client Data to Service Provider personnel, including agents and subcontractor personnel who require access to perform the Support Services; and
(c) Ensure that Service Provider personnel, including agents and subcontractor personnel, requiring access to Client Data have received any required security clearance and agreed, in writing, to abide by the confidentiality requirements of the Service Provider in the treatment of Client Data.

13.3 Notwithstanding the above, the Service Provider shall not be responsible or otherwise liable for any wrongful access to, use or disclosure of Client Data:

(a) Caused by any act or omission of the Client;
(b) already in the public domain due past publication on a public medium such as a newspaper of record or media outlet; or
(c) Required by law to be disclosed. The Service Provider shall give the Client prompt notification of such requirement for disclosure and permit the Client to undertake any appeal procedures to maintain the confidentiality of Client Data.

14.0 CONFIDENTIALITY OF SERVICE PROVIDER DATA

14.1 The Client acknowledges that Service Provider Data is Proprietary and Confidential Information of the Service Provider and must be protected from unauthorized use or disclosure. The Client shall use all reasonable means to keep Service Provider Data to which it has access confidential. The Client shall not access, use or disclose Service Provider Data, other than as required for the provision of Support Services by the Service Provider.

14.2 More specifically, in fulfilment of its obligation to maintain the confidentiality of Service Provider Data, the Client shall:

(a) Implement written policies, standards, and procedures reflective of the Client's obligations in regard to confidentiality;
(b) Restrict access to Service Provider Data to Client personnel, including agents and subcontractor personnel, who require access in the performance of the Support Services; and
(c) Ensure that Client personnel, including agents and subcontractor personnel, requiring access to Service Provider Data have received any required security clearance and

agreed, in writing, to abide by the confidentiality requirements of the Client in the treatment of Service Provider Data.

14.3 Notwithstanding the above, the Client shall not be responsible or otherwise liable for any wrongful access to, use or disclosure of Service Provider Data:

(a) Caused, in whole or in part, by any act or omission of the Service Provider;
(b) Determined to be in the public domain; or
(c) Required by law to be disclosed, including (without limitation) the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56. The Client shall give the Service Provider prompt notification of such requirement for disclosure, and permit the Service Provider to undertake any legally available appeal procedures to maintain the confidentiality of Service Provider Data.

15.0 LIABILITY

15.1 The liability of the Service Provider to the Client or any third party whatsoever, for any breach of this Agreement, regardless of the basis of the claim and whether such damage was foreseeable, including, without limitation, any claim in tort (including negligence) or of fundamental breach of contract, or otherwise (including any loss or damage caused due to hacking), shall be direct damages only. In no event shall the Service Provider be liable for indirect, incidental, special or consequential damages, or exemplary, aggravated or punitive damages, or damages for loss profits or revenues of the Client or any loss of use relating to the Support Services or any breach of this Agreement, even if it has been informed of the possibility thereof. For greater certainty, nothing in this section alters or increases the indemnities provided for in section 17.0 of this Agreement.

16.0 TERMINATION

16.1 *Termination for Cause*

(a) In the event that either Party commits a breach of one or more of its material duties or obligations under this Agreement ("Material Breach"), which Material Breach shall not have been cured within fifteen (15) Business Days from notice in writing advising of said Material Breach ("Cure Period"), the Party not in breach may terminate this Agreement, forthwith, for cause, by giving written notice to the Party in Material Breach.

(b) Without limiting the generality of the foregoing, each of the following specific events shall be deemed to be a Material Breach by the Service Provider granting the Client the right to terminate this Agreement pursuant to subsection 16.1(a):
   (i) The Service Provider is adjudged bankrupt, commits or threatens to commit an act of bankruptcy, makes a general assignment for the benefit of its creditors, becomes insolvent, or otherwise commences action for its winding up, reorganization, liquidation, or dissolution under any applicable law; or
   (ii) The Service Provider is in breach of the Confidentiality of Client Data

provision of this Agreement.

(iii) Service Provider fails to respond in reasonably timely manner to service requests from the Client.

(c) Without limiting the generality of the foregoing, each of the following specific events shall be deemed to be a Material Breach by the Client granting the Service Provider the right to terminate this Agreement pursuant to subsection 16.1(a):

(i) Client is adjudged bankrupt, commits or threatens to commit an act of bankruptcy, makes a general assignment for the benefit of its creditors, becomes insolvent, or otherwise commences action for its winding up, reorganization, liquidation, or dissolution under any applicable law;

(ii) Client is in breach of the Confidentiality of Service Provider Data of this Agreement; or

(iii) Client fails, without valid cause, to pay any amount owing to the Service Provider under this Agreement following written notice by the Service Provider to that effect under subsection 16.1(a), and failure to make payment before expiration of the Cure Period.

(d) Upon termination of this Agreement for Material Breach all responsibilities and liabilities of the Parties to each other shall cease on the specified date of termination, except only for damages that may be assessed against the Party in Material Breach.

16.2 *Termination without Cause*

The Service Provider may terminate this Agreement without any cause or reason but only by providing the Client with thirty (30) Business Days written notice.

17.0 INDEMNITIES

17.1 Service Provider Indemnification

(a) The Service Provider shall indemnify, defend, and hold harmless the Client and its servants, agents, successors, and assigns from any and all losses arising from or in connection with any claims of infringement made against the Client for any patent, copyright, trade-mark, service mark, trade name, or other proprietary rights in regard to Service Provider Software, Service Provider Data, or any other products or materials provided by the Service Provider in the performance of Support Services, or otherwise under this Agreement.

(b) The Service Provider shall indemnify, defend, and hold harmless the Client, its servants, agents, successors and assigns from and against any and all losses arising from or in connection with claims made by third parties against the Client arising out of any acts or omissions of the Service Provider in the performance of Support Services or the observance of its obligations under this Agreement.

17.2 ***Client Indemnification***

(a) The Client shall indemnify, defend, and hold harmless the Service Provider, its servants, agents, successors and assigns from and against any and all losses arising from or in connection claims of infringement made against the Service Provider for any patent, copyright, trade-mark, service mark, trade name, or other proprietary rights in regard to Client Hardware, Client Software, Client Data, or any other products or materials of the Client used in performance of the Support Services, or otherwise under this Agreement.

(b) The Client shall indemnify, defend, and hold harmless the Service Provider, its servants, agents, successors and assigns from and against any and all losses arising from or in connection with claims made by third parties against the Service Provider arising out of any acts or omissions of the Client in the performance of the Support Services or the observance of its obligations under this Agreement.

17.3 ***Exclusive Remedy***

The indemnities described in this section 17.0 are the exclusive indemnities provided by each Party to the other under this Agreement. The indemnities shall not apply unless the Party against whom the claims are made provides the indemnifying Party with prompt written notice of such claim, grants the indemnifying Party authority to defend or settle the claim and provides all reasonable assistance to the indemnifying Party in defending or settling the claim.

18.0 INSURANCE

18.1 The Service Provider shall obtain and maintain the following insurance coverage during the term of this Agreement, naming the Client as an additional insured, with limits not less than those prescribed:

(i) Professional liability and cybersecurity insurance with limits of not less than Two Million Canadian Dollars ($2,000,000.00);

(ii) Automotive or motor vehicle liability insurance with limits of not less than Two Million Canadian Dollars ($2,000,000.00); and

(iii) Comprehensive General Liability Insurance with limits of not less than Five Million Canadian Dollars ($5,000,000.00).

18.2 The Service Provider shall provide proof of insurance following execution of this Agreement and also at the reasonable request of the Client during the term of the agreement.

19.0 GENERAL

19.1 *Notices*

All notices to be given under this Agreement shall be in writing and either hand delivered or sent by registered mail to the address and contact official of the other Party set out below. If by registered mail, any such notice shall be deemed to have been received on the fifth (5th) Business Day after mailing, and if hand delivered, on the date of delivery. Notice may also be provided by means of electronic mail and if delivered by electronic mail, it should be deemed received on the first (1st) Business Day the electronic mail arrives in the recipient's electronic mail in-box, provided only that the Party sending the message has not received any automatic reply indicating that the notice has not been delivered to the recipient.

Client address and contact official:
Magda Badura, mbadura@westelgin.net, 519.785.0560 ext. 221
22413 Hoskins Line, Rodney, Ontario N0L 2C0

Service Provider address and contact official:
Dan Balint, dan@zouling.ca, 226.688.7839
276 Furnival Road, Rodney, Ontario N0L2C0

Either Party may change its address or contact official by written notice to the other Party given in the manner set out above.

19.2 *Force Majeure*

Neither Party will be responsible or liable in any way for failure or delay in performing its obligations under this Agreement during any period in which such performance is prevented or hindered by conditions beyond its reasonable control ("force majeure"). During such period each Party's obligations, to the extent that they are affected by the event of force majeure, will be suspended and commensurately extended until such time as performance is no longer prevented or hindered; provided that if such period extends for more than forty (40) Business Days, either Party may thereafter terminate this Agreement without any obligation or liability to the other Party for the same.

19.3 *Advertising*

Neither Party shall, without the prior express written consent of the other Party in each instance, which consent will not be unreasonably withheld, carry out or arrange for any press release, advertisement or promotion of any kind or nature whatsoever, whether in writing or orally, which involves the use of, or contains any reference to any trade or service mark, trade or service name, or logo of the other Party.

19.4 ***Survival***

Those provisions of this Agreement which, by their terms, are intended to survive, or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ZOULING TECHNOLOGIES INC.

By:

Name: Daniel Balint

Title: President

MUNICIPALITY OF WEST ELGIN

By:

Name (Print or type):

Title:

SCHEDULE A
Client Hardware and Software

Hardware:

[redacted]

Information redacted under Section 11(a) of Municipal Freedom of Information and Protection of Privacy Act.

Software:

[redacted]

Information redacted under Section 11(a) of Municipal Freedom of Information and Protection of Privacy Act.

*Malahide Only

SCHEDULE B
Support Services

• IT Help Desk, Phone, Email, Remote and Onsite Support

• Desktop Management and Support

• Server Management and Support

• Data Backup Management and Support

• Network Management and Support

• Cloud Services Management and Support

• Cyber Security Management and Support

• IT Asset Management

• Procurement and Provisioning Services

• An Information Security Policy that covers the following in detail will need to be reviewed or created for the topics that apply or will apply in the future: Information Security Policy, Acceptable Use Policy, Disciplinary Action, Protect Stored Data, Information Classification, Access to the sensitive cardholder data, Physical Security, Protect Data in Transit, Disposal of Stored Data, Security Awareness and Procedures, Network security, System and Password Policy, Anti-virus policy, Patch Management Policy, Remote Access policy, Vulnerability Management Policy, Configuration standards, Change control Process, Audit and Log review, Secure Application development, Penetration testing methodology, Incident Response Plan, Roles and Responsibilities, Third party access to card holder data, User Access Management, Access Control Policy, Wireless Policy.

SCHEDULE C
Support Services Standards

Response Time
Service Provider will respond, either remotely or in-person, within sixty (60) minutes of a request from the Client, including on evenings and weekends. Requests can be raised by phone or by email. This metric will be reported monthly to indicate any missed response times should they occur.

Service Levels
The two levels of service to be provided as identified are described as follows.

"first level": Standard "IMAC" (install, move, add and change) Services
These types of planned services will be completed by a mutually determined deadline at the time of each request. All processes will be written and maintained by Service Provider and always accessible to the Client. A change control process shall be formally defined and documented as part of reviewing or creating an Information Security Policy.

"second level": Advanced Network, Product and Service Support
These types of unplanned services will be completed by a mutually determined deadline at the time of each request unless the urgency is high. Example of a high urgency request is something that is affecting staff productivity or in the form of an outage. In high urgency requests, a workaround will be provided as soon as possible if an immediate fix is not available to minimize downtime.

Asset Auditing
Service Provider will perform a physical and virtual audit of hardware and software to gain an understanding of the Client's I.T. structure and systems. This audit will take place on a regular basis every six (6) months or as agreed upon with the Client.

Patch Management
A Patch Management Policy will be reviewed or created. This will ensure all workstations, servers, software, system components etc. owned by the Client will have up-to-date system security patches installed to protect the asset from known vulnerabilities.

Data Backup and Disaster Recovery
Service Provider will review or create a data backup and disaster recovery plan for the Client. This plan is to include what is backed up, how often it's backed up, and where it's backed up. A testing schedule will be agreed upon and followed.

Technical Advice
Service Provider will provide confidential expert advice to senior municipal staff for municipal budget and project-planning purposes. If necessary, research or advice will be acquired by an external subject matter expert with the approval from the Client.

All passwords used by Service Provider will be shared by way of a Password Manager to the Chief Administrative Officer of the Client.

SCHEDULE D
COMPENSATION & PAYMENT

Program Costs

Invoices submitted by Service Provider to the Client are due within thirty (30) calendar days of receipt.

Base Monthly Fees

Server Management will fall under the Patch Management Policy that will be reviewed or created. This is monthly maintenance that will be required on each server.

Data Management will fall under the data backup and disaster recovery plan that will be reviewed or created. This may be a daily audit performed depending on the configuration of backups.

This calculation applies to each server either Physical or Virtual.

A Network Attached Storage Device (NAS) will be classified as a server.

A virtual server's host server will not be classified as a server.

The fixed cost will be **$75.00 per server each month**.

Based on the infrastructure assessment of the Client, the **monthly estimate** for the Client is **$2400.00**.

This estimate is subject to change with the addition or decommission of a server.

Server Management includes any updates that are Firmware, Driver, Operating System, or Software related. This also covers any 3rd party updates provided by a software vendor. An example would be Accounting Software if stored on a Server.

Data Backup Management is included in the per server price. The Client is responsible for the cost of the Software Solution and storage used for Data Backups.

This fixed fee includes any software used by Service Provider for Remote Monitoring and Management, ticketing (if the Client chooses to use a ticketing system) and one Password Manager license for the Chief Administration Officer of the Client.

Unforeseen problems that arise from any updates performed are expressly excluded from the scope and above estimate of cost. These will be handled at a normal hours time and material cost at the indicated rates below.

Hourly Service Rates

The following rates apply to the following services provided by Service Provider:

Normal Hours

Monday to Friday except holidays. 0800 to 1800.

IT Support Services will be provided at the rate of **$75.00 per hour**. Time will be billed in 15-minute increments. This includes time spent onsite, remote, phone, or email. Support provided for problems that arise while performing planned maintenance after hours, weekends and holidays will be charged as normal hours.

After Hours

Monday to Friday except Holidays. 1800 to 0800.

Except for planned maintenance, IT Support Services will be provided at the rate of **$75.00 per hour**. Time will be billed in 60-minute increments. This includes time spent onsite, remote, phone, or email.

Weekends and Holidays

Except for planned maintenance, IT Support Services will be provided at the rate of **$75.00 per hour**. Time will be billed in 120-minute increments. This includes time spent onsite, remote, phone, or email.

Budgetary Planning of Hourly Service Rates

For budgetary planning, the Client should budget an allowance for this section of program costs an amount of **$27,300.00**, and will be billed on per used basis only. This calculation is under the assumption of **seven (7) hours** of I.T. Consulting **per week**.

Procurement Markup

The percentage of markup from the cost of I.T. hardware of software purchased through Service Provider will vary from 0% to 12% depending on the item.

Before making any purchases, a quote will be obtained from any previous partner or vendor the Client may have. The best price will always be chosen regardless of the vendor. Service Provider will be considered as a vendor in these instances.

If hardware or software is purchased from a previous partner or vendor, the Client will pay such partner or vendor directly.

Service Partners

Computer & Printer Services

Service Provider will bill time spent by IC Computer & Printer Services at the same rates detailed above. Service Provider will dispatch IC Computer & Printer Services when necessary and will be responsible for their compensation.

CompuVision

CompuVision will be utilized only in planned scenarios. These include advanced project, network, and service support. The Service Provider will obtain and Client will approve the quote from and pay for any services or goods provided by CompuVision.

Other Fees

Travel expenses will be charged at **$0.53 per kilometer** driven for onsite support. Hourly service rates will not be billed during travel.

SCHEDULE E
Change Order Process

1.0 CHANGE ORDER REQUEST

1.1 Either Party may submit a Change Order Request to the other Party at any time in the form appended as Annex 1 to this Schedule E. The Change Order Request shall be signed by the Service Provider or Client contact person, as applicable. The Change Order Request shall contain sufficient information concerning the requested change, including any impact on Support Services, prescribed Support Services standards, and Service Provider compensation, for the recipient Party to undertake an informed assessment and decision in regard to the request.

1.2 The Party in receipt of the Change Order Request shall use all reasonable commercial efforts to respond to the Change Order Request within the requested time period. A response shall be in writing and may include a request for additional information, for modifications to the Change Order Request, or the decision to reject or accept the requested change.

1.3 An accepted Change Order Request shall act as a direction to the Parties to complete and sign a formal Change Order implementing the Change Order Request.

1.4 The Parties shall not implement the proposed change until a Change Order is fully executed. Unless otherwise agreed, neither Party shall be responsible for the costs of the other Party in the preparation or evaluation of a Change Order Request.

2.0 CHANGE ORDER

2.1 A Change Order shall not be effective until signed by both Parties. The Change Order shall be in the form set out in Annex 2 to this Schedule E and contain all required technical and financial information for the change including its impact on Support Services, prescribed Support Services standards and Service Provider compensation.

2.2 A completed and executed Change Order shall constitute a binding change to this Agreement. Unless otherwise agreed, neither Party shall be responsible for the costs of the other Party in the preparation of a Change Order.

2.3 The Service Provider shall maintain a formal record of all Change Orders, numbered sequentially.

ANNEX 1 - CHANGE ORDER REQUEST

CHANGE ORDER REQUEST NUMBER:

To: Service Provider Contact or Client Contact, as applicable

From: Service Provider Contact or Client Contact, as applicable

Date: Date of Change Order Request

Re: Subject Matter of Change Order Request

1.0 DESCRIPTION OF REQUESTED CHANGE

[Include description of Support Services change, reason(s) for the Change Order Request, any changes to Support Services performance requirements, or Service Provider compensation]

Change Request Submitted by:

Service Provider Contact or Client Contact, as applicable

Date

ANNEX 2 – CHANGE ORDER

Date: **Change Order Number**

To Service Provider Contact or Client Contact, as applicable

From: Service Provider Contact or Client Contact, as applicable

Re: Change Order Request Number

This Change Order forms part of and is subject to the terms and conditions of the Agreement.

1. Description of Support Services Change

[Describe in detail the new or revised Support Services or other change]

2. Effect on Existing Support Services

[Describe the impact on existing Support Services]

3. Implementation

[Provide details of the implementation of the new or changed Support Services]

4. Compensation Change, if any

[Describe any consequential change in compensation]

5. Additional Information

[Provide any additional information relevant to the change]

Agreed to:

[Insert the complete legal name of the Service Provider]

By:

Name (Print or type):

Title:

[Insert the complete legal name of the Client]

By:

Name (Print or type):

Title:

MUNICIPALITY OF
West Elgin

The Corporation Of The Municipality Of West Elgin

By-Law 2023-26

Being a By-Law to Appoint a Clerk for the Corporation of the Municipality of West Elgin

Whereas pursuant to Section 228 of the *Municipal Act 2001, S.O. 2001*, c25, as amended, provides that a municipality shall appoint a Clerk;

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

1. That Heather Bouw is hereby appointed Clerk for the Corporation of the Municipality of West Elgin.

2. That By-Law No. 2019-79 is hereby repealed.

3. That this by-law shall be in force and effect on April 24, 2023

Read a first, second, and third time and passed this 13th day of April, 2023.

Richard Leatham Deputy Mayor	Jana Nethercott Clerk

MUNICIPALITY OF
West Elgin

The Corporation Of The Municipality Of West Elgin

By-Law 2023-27

Being a By-Law to Appoint a Deputy Treasurer for the Corporation of the Municipality of West Elgin

Whereas pursuant to Section 286(2) of the *Municipal Act 2001, S.O. 2001*, c25, as amended, provides that a municipality may appoint a deputy treasurer who shall have all the powers and duties of the treasurer under this and any other Act;

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

1. That Deborah Daub is hereby appointed Deputy Treasurer for the Corporation of the Municipality of West Elgin.

2. That this by-law shall be in force and effect on April 13, 2023.

Read a first, second, and third time and passed this 13th day of April, 2023.

Richard Leatham Deputy Mayor	Jana Nethercott Clerk

MUNICIPALITY OF
West Elgin

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-28

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on April 13, 2023.

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 April 13, 2023, 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 13th day of April, 2023.

Richard Leatham Deputy Mayor	Jana Nethercott Clerk