



Municipality of West Elgin

Agenda

Council Meeting

Date: June 8 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 the Council of the Municipality of West Elgin Council hereby adopts the Agenda as presented.

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

11

Recommendation:

That the Minutes of the Council meeting on May 25, 2023 be adopted as circulated and printed.

5. Business Arising from Minutes

6. STATUTORY PUBLIC MEETING - Draft Official Plan

Recommendation:

That the Council of the Municipality of West Elgin proceed into a Public Meeting pursuant to Section 26(3) and (4) of the Planning Act, R.S.O., 1990, as amended, to hear comments and concerns as it relates to the municipality's draft Official Plan; and

Further, to identify additional planning issues that should be considered and or addressed.

6.1 P. Kennedy and K. Martel, Dillon Consulting

6.1.1 Draft Official Plan Presentation

20

6.2 Staff Report

6.3 Correspondence Received

6.4 Public Comments

6.5 Recommendation

Recommendation:

That the Statutory Public Meeting to hear comments and concerns relating to the Municipality's draft Official Plan closes at _____ a.m.

7. Public Meeting - Planning - ZBA D-14 5-2023

Recommendation:

That Council of the Municipality of West Elgin proceed into a Public Meeting pursuant to Section 34 of the Planning Act in order to hear an application to rezone property located at Part Lot 6, Concession 1/Broken Front, Pt 1, RP 11R7842.

7.1 Purpose of the Public Meeting

The subject land is a vacant 18.74 ha (46.3 ac.) farm parcel located on the north side of Fleming Line, east of Clachan Road. The applicants recently purchased the property with the intent of relocating and would also like to construct a new single detached dwelling and shed on the site. The applicants currently operate a custom cabinet business and would like to be able to continue this at the new location in the proposed new shed. A home occupation is a permitted use and something typically found on many rural properties through the municipality. The zoning by-law does however limits the size of home occupations to 100 sq. m. The applicant is requesting an increase to 500 sq. m due to the space needs for the business.

7.2 Zoning Amendment Application D-14 5-2023 - Recommendation Report - Planning Report 2023-22

33

Recommendation:

That the Council of the Municipality of West Elgin hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 5-2023 – VL NS Fleming Line Recommendation Report (Planning Report 2023-22); and

That the Council of the Municipality of West Elgin approve the zoning amendment for the subject parcel on Fleming Line by rezoning the subject property from General Agricultural (A1) Zone to General Agricultural Special Regulation 8 (A1-8) Zone; and

That the Council of the Municipality of West Elgin consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the June 8, 2023, Council Agenda

7.3 Applicant Comments

7.4 Public Comments

40

7.5 Council Comments

8. Public Meeting - Planning - ZBA D-14 7-2023

Recommendation:

That Council of the Municipality of West Elgin proceed into a Public Meeting pursuant to Section 34 of the Planning Act in order to hear an application to rezone property located at 24365 Crinan Line.

8.1 Purpose of the Public Meeting

The purpose of the Zoning By-law Amendment is to consider a condition of Consent Application E6-23, by rezoning the retained farmland parcel from General Agricultural (A1) Zone to Agricultural (A2) Zone, in order to prohibit any future dwellings, and by rezoning the severed surplus farm dwelling parcel from General Agricultural (A1) Zone to Restricted Agricultural (A3) Zone, in order to recognize the new surplus farm dwelling lot being created.

8.2 Zoning Amendment Application D-14 7-2023 - Recommendation Report - Planning Report 2023-22

41

Recommendation:

That the Council of the Municipality of West Elgin hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 7-2023 – 24365 Crinan Line Recommendation Report (Planning Report 2023-21); and

That the Council of the Municipality of West Elgin approve the rezoning of 24365 Crinan Line by rezoning the retained farmland parcel from General Agricultural (A1) Zone to Agricultural (A2) Zone, and by rezoning the severed surplus farm dwelling parcel from General Agricultural (A1) Zone to Restricted Agricultural (A3) Zone; and

Further that the Council of the Municipality of West Elgin consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the June 8, 2023, Council Agenda.

8.3 Applicant Comments

8.4 Public Comments

47

8.5 Council Comments

9. Public Meeting - Planning - ZBA D-14 11-2023

Recommendation:

That the Council of the Municipality of West Elgin proceed into a Public Meeting pursuant to Section 34 of the Planning Act in order to hear an application to rezone property located at 20387 Pioneer Line.

9.1 Purpose of the Public Meeting

The purpose of the Zoning By-law Amendment is to consider a condition of Consent Application E12-23, by rezoning the retained farmland parcel from General Agricultural (A1) Zone to Agricultural (A2) Zone, in order to prohibit any future dwellings, and by rezoning the severed surplus farm dwelling parcel from General Agricultural (A1) Zone to Restricted Agricultural Special Regulation 7 (A3-7) Zone, in order to recognize the new surplus farm dwelling lot being created and the reduced lot frontage.

9.2 Zoning By-law Amendment Application D-14 11-2023 - Recommendation Report 2023-23

48

Recommendation:

That the Council of the Municipality of West Elgin hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 11-2023 – 20387 Pioneer Line Recommendation Report (Planning Report 2023-23); and

That the Council of the Municipality of West Elgin approve rezoning of 20387 Pioneer Line by rezoning the retained farmland parcel from General Agricultural (A1) Zone to Agricultural (A2) Zone, and by rezoning the severed surplus farm dwelling parcel from General Agricultural (A1) Zone to Restricted Agricultural Special Regulation 7 (A3-7) Zone; and

Further that the Council of the Municipality of West Elgin consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the June 8, 2023, Council Agenda

9.3 Applicant Comments

9.4 Public Comments

54

9.5 Council Comments

10. Planning

10.1 Severance Application E35-23 – Comments to Elgin County – Recommendation Report – Planning Report 2023-25

55

Recommendation:

That the Council of the Municipality of West Elgin hereby receives the report from Robert Brown, Planner regarding severance application File E35-23 – Comments to Elgin County (Planning Report 2023-25); and

That the Council of the Municipality of West Elgin hereby recommends approval to the Land Division Committee of the County of Elgin for Severance application, E35-23, subject to the Lower-Tier Municipality conditions in Appendix One; and

Further that the Council of the Municipality of West Elgin directs administration to provide this report as Municipal Comments to the County of Elgin.

10.2 Severance Application E37-23 - Comment to Elgin County - Recommendation Report - Planning Report 2023-26

63

Recommendation:

That the Council of the Municipality of West Elgin hereby receives the report from Robert Brown, Planner regarding severance application File E37-23 – Comments to Elgin County (Planning Report 2023-26); and

That Council of the Municipality of West Elgin hereby recommends approval to the Land Division Committee of the County of Elgin for Severance application, File E37-23, subject to the Lower-Tier Municipality conditions in Appendix One of this report; and

Further that the Council of the Municipality of West Elgin directs administration to provide this report as Municipal Comments to the County of Elgin.

11. Public Meeting - Committee of Adjustment

Recommendation:

That the Council of the Municipality of West Elgin hereby recess at _____ a.m. in order to proceed into a Committee of Adjustment Meeting.

Council reconvened in Regular Session of Council at _____ a.m.

12. Consent Agenda

Recommendation:

That the Consent Agenda for June 8, 2023 be received and filed.

12.1	Monthly Staff Reports	
12.1.1	J. McArthur - Fire Chief - Monthly Report - May 2023	71
12.1.2	L. Gosnell, Manager of Operations & Community Services - Monthly Operations Update - May 2023	73
12.1.3	Building Department Summary Report - May 2023	76
12.2	Communications from Other Municipalities	
12.2.1	Elgin County Council Highlights - May 23, 2023	78
12.3	Other Items	
12.3.1	Community School Alliance	81
12.3.2	Minister Seniors and Accessibility (MSAA) - June is Seniors Month	90
12.3.3	Quad County Support Services - Open House June 11, 2023	96
	12.3.3.1 View Annual Report 2021-2022 at quadcounty.ca	

13. Staff Reports

13.1	Operations & Community Services	
13.1.1	Elgin County Roads Draft Maintenance Agreement	101
	Recommendation:	
	That the Council of the Municipality of West Elgin hereby receives the report from Lee Gosnell, Manager of Operations and Community Services re: Elgin County Roads Maintenance Agreement; and	
	That the Council of the Municipality of West Elgin approve in principle the amended County Roads Maintenance agreement (attached) and authorize staff to request the County to prepare the finalized agreement based on this amended version.	
13.2	Finance/Administration	

13.2.1	Mileage Report and Policy, Finance/Administration 2023-34	159
	<p>Recommendation:</p> <p>That the Council of the Municipality of West Elgin hereby receives the report from Magda Badura, CAO/Treasurer Re: HR-1.6 Mileage Policy; and</p> <p>That the Council of the Municipality of West Elgin hereby approves the amended HR-1.6 Mileage Policy; and</p> <p>That the Council of the Municipality of West Elgin hereby approves the 2023 CRA recommended mileage rate of \$0.68 per kilometer, effective January 1, 2023.</p>	
13.3	Clerk	
13.3.1	Determining the Method for Filling the Deputy Mayor Vacancy	163
	<p>Recommendation:</p> <p>That the Council of the Municipality of West Elgin receives the report from Heather Bouw, Clerk re: Determining the Method for Filling the Vacancy of the Deputy Mayor; and</p> <p>That Council of the Municipality of West Elgin decides to fill the vacancy of the Deputy Mayor through Option #_____; and</p> <p>Directs staff to proceed with the requirements under Option #_____.</p>	
13.3.2	LTVCA – Service Agreement for Mandatory and Non-Mandatory Services	166
	<p>Recommendation:</p> <p>That the Council of the Municipality of West Elgin hereby receives the report from Heather Bouw, Clerk re: Service Agreement for Mandatory and Non-mandatory Services; and</p> <p>That the Council of the Municipality of West Elgin hereby directs staff to prepare a by-law and that the Mayor and Clerk be authorized to sign the Service Agreement.</p>	

14. Accounts

Recommendation:

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #6 amounting to \$444,894.79 in settlement of General, Road, Water and Arena Accounts including EFT#6707-6763; Online Payments#1168-1182; Cheque# 26183-26219 and Payroll PP11.

15. Consideration of Items Requiring Discussion

15.1 Elgin International Club - Donation Request 168

16. Council Inquires/Announcements

16.1 Notice of Motion

Recommendation:

That Council directs staff to investigate the request from the Port Glasgow Yacht Club to install a pay station at the fish cleaning station.

16.2 Statements/Inquires by Councillors

17. By-Laws

17.1 By-law 2023-46 - ZBA D-14 5-2023 183

Recommendation:

That By-Law 2023-46, being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for Property located at Pt Lot 6, Concession 1/Broken Front, Pt 1, RP 11R7842 , be read a first, second, and third and final time.

17.2 By-law 2023-47 - ZBA D-14 7-2023 185

Recommendation:

That By-Law 2023-47, being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property located at 24365 Crinan Line, be read a first, second, and third and final time.

17.3 By-law 2023-48 - ZBA D-14 11-2023 187

Recommendation:

That By-Law 2023-48, being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property located at 20387 Pioneer Line, be read a first, second, and third and final time.

17.4 By Law 2023-49 - Appointment of Clerk 189

Recommendation:

That By-law 2023-49, being a by-law to appoint the Clerk be read a first, second and third and final time.

17.5 By-law 2023-50 - Amending By-law 2022-42 Mileage 190

Recommendation:

That By-law 2023-50, being a by-law to amend By-law 2022-42, be read a first, second and third and final time.

17.6 By-law 2023-51 - Agreement with the Rodney Cemetery Company 191

Recommendation:

That By-law 2023-51, being a by-law to authorize an Agreement with the Rodney Cemetery Company be read a first, second and third and final time.

18. Confirming By-Law 196

Recommendation:

That By-law 2023-52 being a By-law to confirm the proceeding of the Regular Meeting of Council held on June 8, 2023, be read a first, second and third and final time.

19. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 9:30 a.m. on June 22, 2023, or at the call of the Chair.



Municipality of West Elgin

Minutes

Council Meeting

May 25, 2023, 9:30 a.m.

West Elgin Community Complex - Hybrid Meeting

160 Main St

West Lorne

Electronic Hybrid Meeting

Present:
Mayor R. Leatham
Councillor T. Tellier
Councillor Navackas
Councillor Denning
Magda Badura

Staff Present:
M. Badura, CAO/ Treasurer
L. Gosnell, Manager of Operations & Community Services
Robert Brown, Planner
Heather Bouw, Clerk

**This Meeting was held in Hybrid format and the recording available at
www.westelgin.net (pending no technical difficulties)**

1. Call to Order

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

2. Adoption of Agenda

Moved: Councillor Denning

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby adopts the Agenda as presented.

Carried

3. By-law 2023-38 - Appointment By-law

Moved: Councillor Denning

Seconded: Councillor Navackas

That By-Law 2023-38, being a by-law to appoint Richard Leatham as Mayor of the Municipality of West Elgin be read a first, second and third and final time.

Carried

4. Adoption of Minutes

Moved: Councillor Navackas

Seconded: Councillor Tellier

That the Minutes of the Regular Council Meeting on May 11, 2023 and the Special Council Meeting on May 18, 2023 be adopted as circulated and printed.

Carried

Correction to April 27th Council Meeting Minutes: Jana Nethercott was not in attendance as was indicated.

5. Business Arising from Minutes

None

6. Disclosure of Pecuniary Interest

No disclosures

7. Presentation

7.1 LTVCA - Inventory of Programs and Services Agreement

Mark Peacock, P. Eng. CAO/Secretary-Treasurer and Valerie Towsley, Watershed Resource Planner attended the meeting. Under Ontario

Regulation 687/21 Conservation Authorities are required to enter into an agreement with member municipalities in order to levy members for services provided, other than mandatory services. At this time, the LTVCA is requesting that member municipalities enter into a Five (5) year agreement allowing LTVCA . A by-law and agreement will be included in the June 8th agenda package.

8. Public Meeting

Moved: Councillor Denning

Seconded: Councillor Navackas

That Council proceed into a Public Meeting pursuant to Section 34 of the *Planning Act* in order to hear an application to rezone property located at 21179 Clachan Road

Carried

8.6 Recommendation

Moved: Councillor Denning

Seconded: Councillor Tellier

That the Council of the Municipality of West Elgin approve the rezoning of 21179 Clachan Road from General Agricultural (A1) Zone to Agricultural (A2) Zone and Restricted Agricultural Special Regulation 6 (A3-6) Zone, in accordance with the attached draft By-law; and

Further that the Council of the Municipality of West Elgin consider the By-law to amend the Zoning By-law, as presented in the by-law portion of the May 25, 2023 Council Agenda.

Carried

8.2 Planning Report

Moved: Councillor Tellier

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 6-2023 Recommendation Report (Planning Report 2023-20)

Carried

8.3 Applicant Comments

Tim VanLith attended the meeting and he had no comments or concerns.

8.4 Public Comments

No concerns

8.5 Council Comments

No comments

8.7 Close Public Meeting

Moved: Councillor Denning

Seconded: Councillor Tellier

That the Council of the Municipality of West Elgin hereby adjourn the Public Meeting held pursuant to Section 34 of the *Planning Act* at 10:00 a.m.

Carried

9. Consent Agenda

Moved: Councillor Navackas

Seconded: Councillor Tellier

That the Consent Agenda for May 25, 2023 be received and filed.

Carried

10. Staff Reports

10.1 Operations & Community Services

10.1.1 L. Gosnell - Downie Line Paving Request Report

Moved: Councillor Navackas

Seconded: Councillor Denning

That the Council of the Municipality of West Elgin hereby receives the report from L. Gosnell, Manager of Operations & Community Services re: Downie Line Paving Request for information purposes.

Carried

10.2 Finance/Administration

10.2.1 CAO/Treasurer M. Badura - Borrowing By-law Report

Moved: Councillor Denning

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby receives the report from M. Badura, CAO/Treasurer re: Borrowing By-law for information purposes.

Carried

10.2.2 CAO/Treasurer M. Badura - Arvai Drain Debenture Report

Moved: Councillor Denning

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby receives the report from M. Badura, CAO/Treasurer re: Arvai Drain Debenture Report; and

That the Council of the Municipality of West Elgin approves a loan in the amount of \$35,381.12 from Salus Mutual.

Carried

10.2.3 CAO/Treasurer M. Badura - Procurement Policy Updates

Council directed staff to:

1. Prepare a detailed report to Council on projects awarded that outlines: the project, the successful bidder, the amount of quote approved, as well as the date of approval.
2. Investigate whether the quoting process could align with the municipality's RFP process regarding the "lowest tender not necessarily accepted" clause.

Moved: Councillor Navackas

Seconded: Councillor Tellier

That the Council of the Municipality of West Elgin hereby receives the report from M. Badura, CAO/Treasurer re: Procurement Policy Revisions ; and

That the Council of the Municipality of West Elgin approves revisions to the Purchasing Policy and Procedure AD-1.2.

Carried

10.2.4 CAO/Treasurer M. Badura - Video Surveillance Policy and Procedure Report

Moved: Councillor Tellier

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby receives the report from M. Badura, CAO/Treasurer re: Video Surveillance Policy and Procedure; and

That the Council of the Municipality of West Elgin approves the Video Surveillance Policy and Procedures attached to this report.

Carried

11. Committee and Board Report

12. Accounts

Moved: Councillor Navackas

Seconded: Councillor Denning

That the Mayor and Treasurer are hereby authorized to sign Payment Voucher #5A amounting to \$309,721.87 in settlement of General, Road, Water and Arena Accounts including EFT #6678-6706; Online Payments #1165-1167; Cheque #26181-26182 and Payroll PP10.

Carried

13. Council Inquires/Announcements

13.1 Notice of Motion

None

13.2 Statements/Inquires by Councillors

As the comment period for Bill 97 concludes on June 5th, West Elgin Council was unable to provide their comments. However, Councillor

Navackas spoke to Bill 97 and encouraged fellow Councillors and our community members to voice their opinions to our MPP Rob Flack. Councillor Navackas continued with the following comments. Bill 97, under the guise of building more houses, would allow for multi-lot residential development on rural land and severances on agricultural land for residential lots. If the policy is approved, potentially up to 171,000 severances could happen across the province. Locally, for example, West Elgin could see an additional 30 houses constructed on Thomson Line between Furnival Road and Kerr Road. The ramifications of this would be felt across the municipality. This also puts prime agricultural land at risk. Bill 97, like many this government has introduced is vague, leaving many to wonder what control local municipal planners may have. It also removes the opportunity for neighbouring farm owners to voice opposition if their next-door neighbour does decide to move forward. Councillor Navackas strongly suggests that members of this community take the time to read through the many articles, voices of opposition as well as Bill 97. Councillor Navackas concluded that she is gravely concerned about the effects Bill 97, along with Bill 23, will have on the Municipality of West Elgin.

14. By-Laws

14.1 By-law 2023-39 - ZBA 21179 Clachan Road

Moved: Councillor Navackas

Seconded: Councillor Tellier

That By-Law 2023-39, being a by-law to amend the Municipality of West Elgin Comprehensive Zoning By-law No. 2015-36 for property located at 21179 Clachan Road, be read a first, second and third and final time.

Carried

14.2 By-Law 2023-40 - Borrowing By-Law

Moved: Councillor Tellier

Seconded: Councillor Denning

That By-Law 2023-40, being a by-law for municipal borrowing of current expenditures be read a first, second and third and final time.

Carried

14.3 By-Law 2023-41 - Arvai Drain Construction - Issuance of Debenture

Moved: Councillor Navackas

Seconded: Councillor Tellier

That By-Law 2023-41, being a by-law to authorize the issue of debentures in the principal amount of \$35,381.12 for the construction of the Arvai Drain, be read a first, second and third and final time.

Carried

14.4 By-Law 2023-42 - Amending By-law - Purchasing Policy

Moved: Councillor Denning

Seconded: Councillor Tellier

That By-Law 2023-42, being a by-law to amend By-law 2017-20 - Purchasing Policy and Procedures, be read a first, second and third and final time.

Carried

14.5 By-Law 2023-43 - Declaring the Office of the Deputy Mayor Vacant

Moved: Councillor Navackas

Seconded: Councillor Tellier

That By-law #2023-43, being a by-law declaring the Office of the Deputy Mayor Vacant, be read a first, second and third and final time.

Carried

14.6 By-Law 2023-44 - Video Surveillance Policy

Moved: Councillor Navackas

Seconded: Councillor Tellier

That By-Law 2023-44, being a by-law to adopt Policy AD-4.1 - Video Surveillance Policy be read a first, second and third and final time.

Carried

15. Confirming By-Law

Moved: Councillor Denning

Seconded: Councillor Navackas

That By-law 2023-45 being a by-law to confirm the proceeding of the Regular Meeting of Council held on May 25, 2023, be read a first, second and third and final time.

Carried

16. Adjournment

Moved: Councillor Tellier

Seconded: Councillor Navackas

That the Council of the Municipality of West Elgin hereby adjourn at 11:01 a.m. to meet again at 9:30 a.m. on June 8, 2023, or at the call of the Chair.

Carried

Richard Leatham, Deputy Mayor

Heather Bouw, Clerk

DILLON
CONSULTING

Watson
& Associates
ECONOMISTS LTD.

Municipality of West Elgin Official Plan Review

Statutory Public Meeting
June 8, 2023



Outline

1. Context for Today's Meeting
2. Feedback Received to date on Draft Official Plan
3. Next Steps

Project Process



Today's Presentation

Today's meeting is required to satisfy legislative requirements under the Planning Act. It is your opportunity to:

- Review the project process to date
- Obtain information about what comments we have received so far and what changes to expect in the Final Official Plan, including recommended boundaries for Rodney and West Lorne
- Receive any further comments on the draft Official Plan as part of the public process prior to finalization and adoption of the Official Plan.

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

Public Feedback

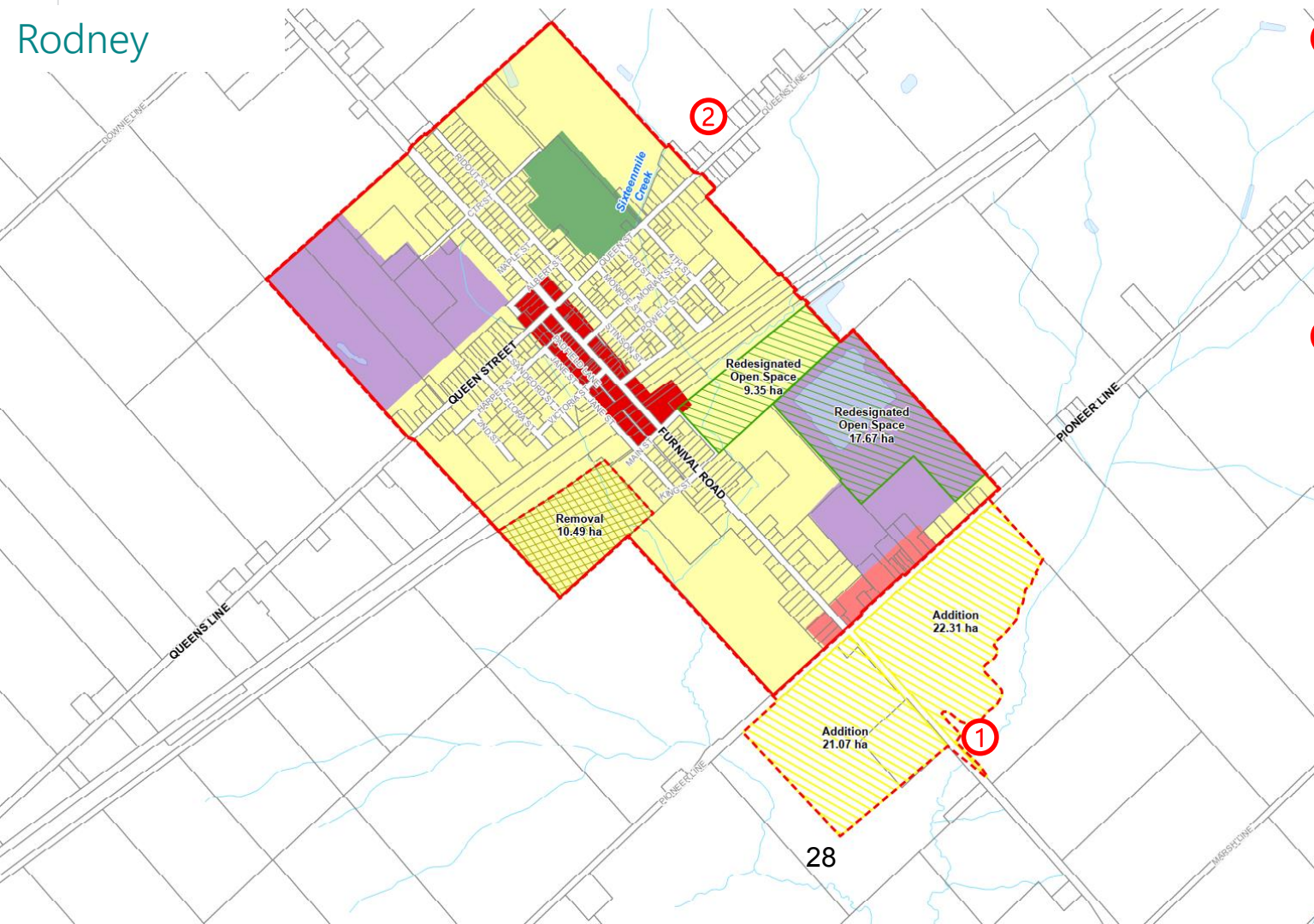
- Open House held May 9th, 2023
 - Informal drop-in format, with attendees given opportunity to review materials and have 1-1 conversations with planning staff, consultants and Councillors
- Approximately 30 people in attendance throughout the day
- We have received two written submissions:
 - Elgin Federation of Agriculture (May 30th, 2023)
 - Planning Justification Report for 11061 Graham Road, West Lorne on behalf of Curtis and Christine Hay (May 8th, 2023)

Feedback received

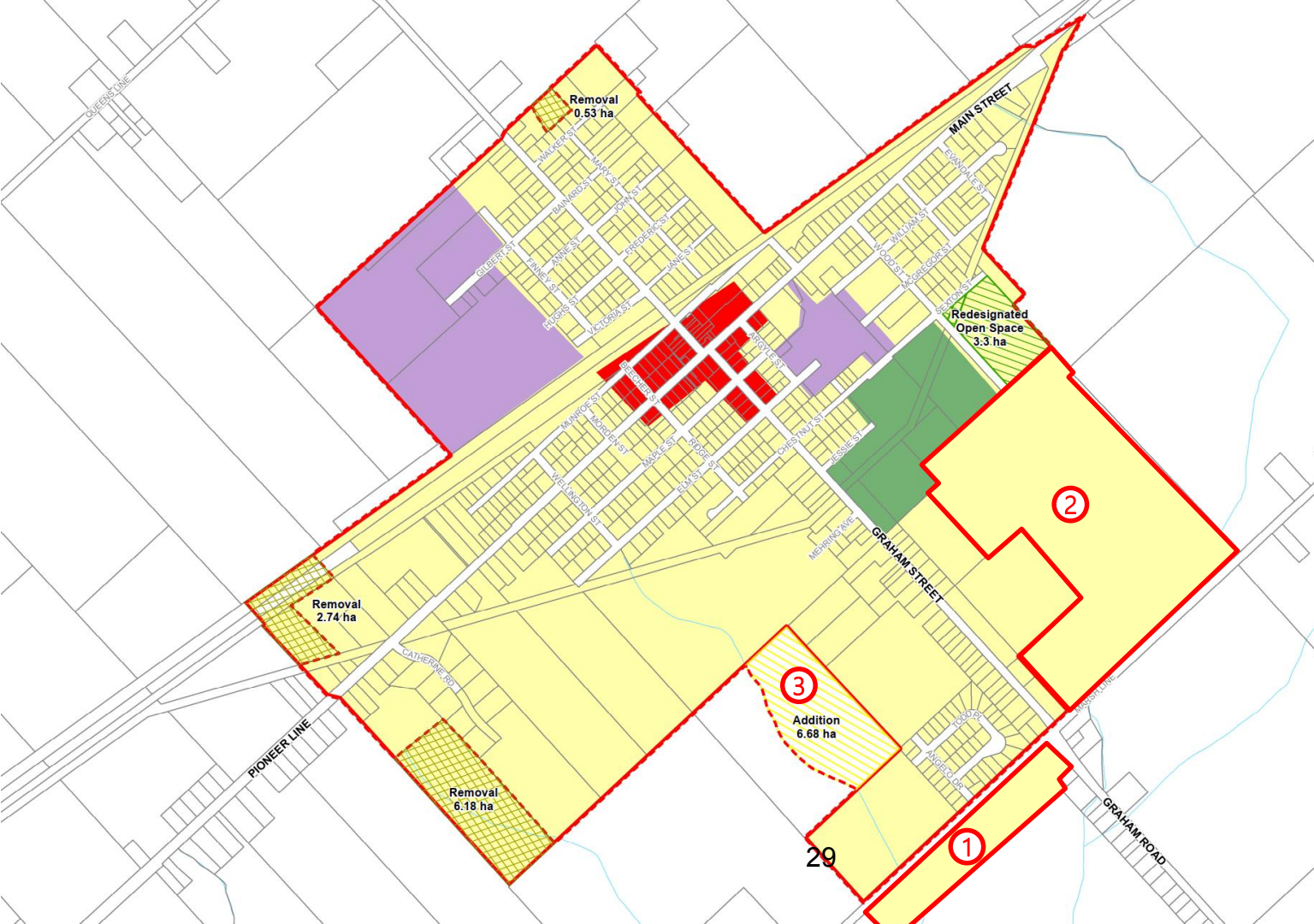
- The majority of the questions and comments we received to date focus on aspects of housing and growth management:
 - General support for additional opportunities to expand and diversify housing supply
 - Requests for clarification and additional flexibility, where possible, for secondary suites, tiny homes, etc. (we will address this in the final Official Plan)
 - Consider adding supportive policy framework for short-term rentals (under review)
 - Consider adding supportive policy framework for transitional housing (under review)
 - Support for any opportunities to increase opportunities for seniors housing (under review)
 - There were some questions about the possibility of the growth forecast being a limiting factor for the Township (i.e. are we planning for enough growth?)

Feedback received

- Questions about enhancing/ clarifying MDS policies (under review)
- Support for wind energy policies incorporated
- Questions regarding whether the Official Plan can regulate retail cannabis locations (under review)
- Identification of minor wording errors and typos (to be addressed in final Official Plan)
- Refinements to hamlet and rural residential mapping to follow logical parcel lines/ boundaries (and to ensure there are sufficient lot sizes to be developable)
- Feedback not directly related to the Official Plan was also received, including
 - Requests to resurface tennis courts and provide more space for recreational activities (e.g. pickleball)
 - Concerns/questions around the recent development activities in Port Glasgow



- ① Consider refining boundary to include only developable lands; landowner expressed some concerns over future access to Agricultural lands to the south
- ② Landowner asked that the Rural Residential designation in this location be confirmed to ensure that future development potential can be realized



- ① Consider adding ~ 3.4 ha to the settlement area as Residential
- ② Consider adding all or a portion of ~30 ha to the settlement area as Residential, Future Development or Special Policy Area
- ③ No formal feedback received from landowner; some attendees felt that this parcel had limited development potential and that areas 1 and 2 offered greater opportunities

Provincial Conformity

- We also heard feedback related to the timing of the Official Plan
- There is an incomplete draft of a new Provincial Policy Statement posted for comment/review
- There is no formal timeline of when the Province may adopt a new PPS
- Provincial Policy environment is dynamic and always changing
- The recommendation is that the Township continue to work towards the finalization of this Official Plan
- Should the Province adopt a new PPS, all municipalities will have a period of time to update and refine policies to conform to the Province's plan

Next Steps

- Following today's meeting, we will review all feedback received – **comment deadline is June 19th, 2023**
 - Verbal comments
 - Written comments (e-mail, letters, or through the form available on the project website)
- Internal review of comments/ finalize OP for adoption- **late June/ early July**
- Adoption meeting- **July 20th, 2023**



Thank you!



Staff Report

Report To: Council Meeting

From: Robert Brown, Planner

Date: 2023-05-25

Subject: Zoning Amendment Application D 14 5-2023 – Recommendation Report – Planning Report 2023-22

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 5-2023 – VL NS Fleming Line Recommendation Report (Planning Report 2023-22);

That West Elgin Council approve the zoning amendment for the subject parcel on Fleming Line to permit an increase in the size of a home occupation;

That West Elgin Council consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the June 8, 2023, Council Agenda.

Purpose:

The subject land is a vacant 18.74 ha (46.3 ac.) farm parcel located on the north side of Fleming Line, east of Clachan Road. The applicants recently purchased the property with the intent of relocating and would also like to construct a new single detached dwelling and shed on the site. The applicants currently operate a custom cabinet business and would like to be able to continue this at the new location in the proposed new shed. A home occupation is a permitted use and something typically found on many rural properties through the municipality. The zoning by-law does however limits the size of home occupations to 100 sq. m. The applicant is requesting an increase to 500 sq. m due to the space needs for the business.

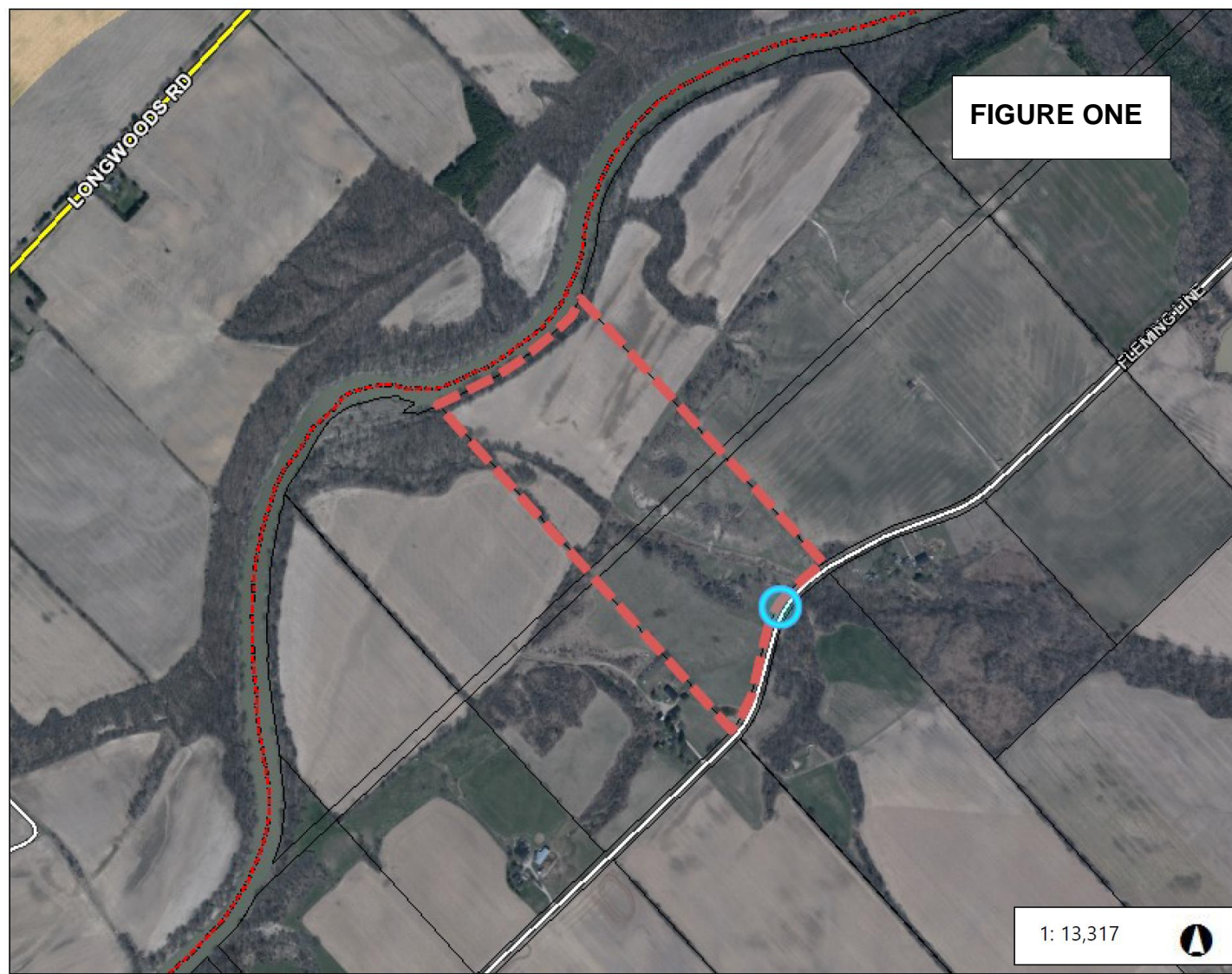
Background:

Below is background information, in a summary chart:

Application	D 14 5-2023
Owners/Applicants	Andrew & Margaret Stoll
Legal Description	Part Lot of 6, Concession 1/Broken Front, Pt 1, RP 11R 7842
Entrance Access	Fleming Line
Area	18.74 ha (46.3 ac.)
Buildings	Vacant land

Services	New well & septic required
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Figure One below, shows the location of the subject property outlined in red.



Financial Implications:

Application fees have been collected in accordance with the 2023 fee schedule. Development of a new home and business on the subject lands will result in an increase in the assessment value of the property.

Policies/Legislation:

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

PPS (2020):

The subject lands are considered prime agricultural and as such subject to the policies of Section 2.3, Agriculture under PPS. More specifically Section 2.3.3 Permitted Uses.

Section 2.3.3.1 states that, “Proposed agriculture-related and on-farm diversified uses shall be compatible with, and shall not hinder, surrounding agricultural operations. Criteria for these uses may be based on guidelines developed by the Province or municipal approaches, as set out in municipal planning documents, which achieve the same objective.

Comment: The area in which the subject lands are located is mainly cash crop farming. There is a small hobby scale livestock operation approximately 300 m east of the subject property. The site is also located reasonably close to a paved County Road.

The Ontario Ministry of Agriculture, Food and Rural Affairs, after the implementation of PPS, 2014, developed, “Guidelines on Permitted Uses in Ontario’s Prime Agricultural Area” Publication 851. This guide was developed to assist municipal planners in the assessment of ever-increasing requests to permit more diversification in rural areas. This became particularly important because PPS, 2014 introduced on-farm-diversified as a permitted use in prime agricultural areas.

The guide itself under Section 2.4, Table 2 provides a comprehensive overview of many different examples of potential on-farm diversified uses. The main focus of the proposed development would fall under the home occupation type of use and the property will be a working farm further supporting the addition of an on-farm diversified use.

Although the guide doesn’t provide specific size limitations on a given on-farm-diversified use it does provide some examples on determination of what is appropriate in relation to the size of the farm parcel. The key elements in any use other than agriculture is first and foremost the size or scale of the use i.e. loss of actively farmed land and secondly the impact that use could have on surrounding agriculture including the ongoing operation of the subject lands themselves.

The proposed development of the parcel includes a new dwelling located away from the road near the top of the ravine bisecting the property and a shed (location of the business) at the mid point of the frontage and close to the road for visibility. (See Appendix A) The area is former pasture lands and not actively farmed. The active farmland is located toward the rear of the property and abutting the Thames River. The footprint should be no larger than a typical farm with a dwelling and outbuilding and there is limited need for added space to accommodate any special needs such as large amounts of parking, outdoor display or other uses that would be more common for higher traffic on-farm diversified uses. The requested footprint of the shed/business location itself is less than 0.3 % of the overall size of the subject property. This is well within the suggested limits in the OMAFRA guidelines.

With the aforementioned in mind, the proposed home occupation and its requested size are consistent with Section 2.3.3.1 of the Provincial Policy Statement as an on-farm diversified use.

On-farm diversified uses, including home occupations are permitted within the Agricultural designation, subject to local regulation and being mindful of scale and potential impact on surrounding agricultural uses. Small scale manufacturing such as (furniture and cabinets) or value

CEOP:

The subject lands are designated Agricultural Area on Schedule 'A' Land Use in the CEOP. The County Plan outlines a number of different uses permitted within the Agricultural designation. Section C2.7.2 of the CEOP outlines criteria for home occupations and home industry. As with PPS the key limitations focus on scale and impact of these uses so as not to impact negatively on the continued agricultural operations either on the subject site or surrounding lands. The proposed amendment to increase the size from 100 sq. m to 500 sq. m will continue to maintain an appropriate scale for a home based business in relation to the size of the subject parcel. The proposed zoning amendment conforms with the policies of the County Official Plan.

WEOP:

The subject lands are designated as Agricultural Area, as shown on Rural Area Land Use and Transportation Schedule 'E' of the OP.

Comment: Secondary uses, specifically home occupations, are permitted keeping in mind limitations on scale and considering impact on the surrounding agricultural area. This is implemented via the zoning by-law in the form of regulations. The advantage to not establishing a limitation in the Official Plan is it permits consideration of requests to increase the permitted size without the need for amendment to the Plan.

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

The subject lands are zoned General Agricultural (A1) Zone on Schedule "A" Map 2 of the ZBL as depicted in Figure Two. The size of an as-of-right home occupation is limited to 100 sq. m. in the A1 zone. This limitation provides for smaller businesses to be established in short order. Requests for larger home occupations must undergo additional consideration as the scale of the operation can have additional impacts that smaller scale business would not. The proposed amendment would rezone the subject farm parcel to a site-specific A1 which will permit an increase in the size of a home occupation from 100 sq. m to 500 sq. m. As an added note since the property is bisect by an unopened road allowance the zoning amendment will be limited to the lands south of the road allowance.

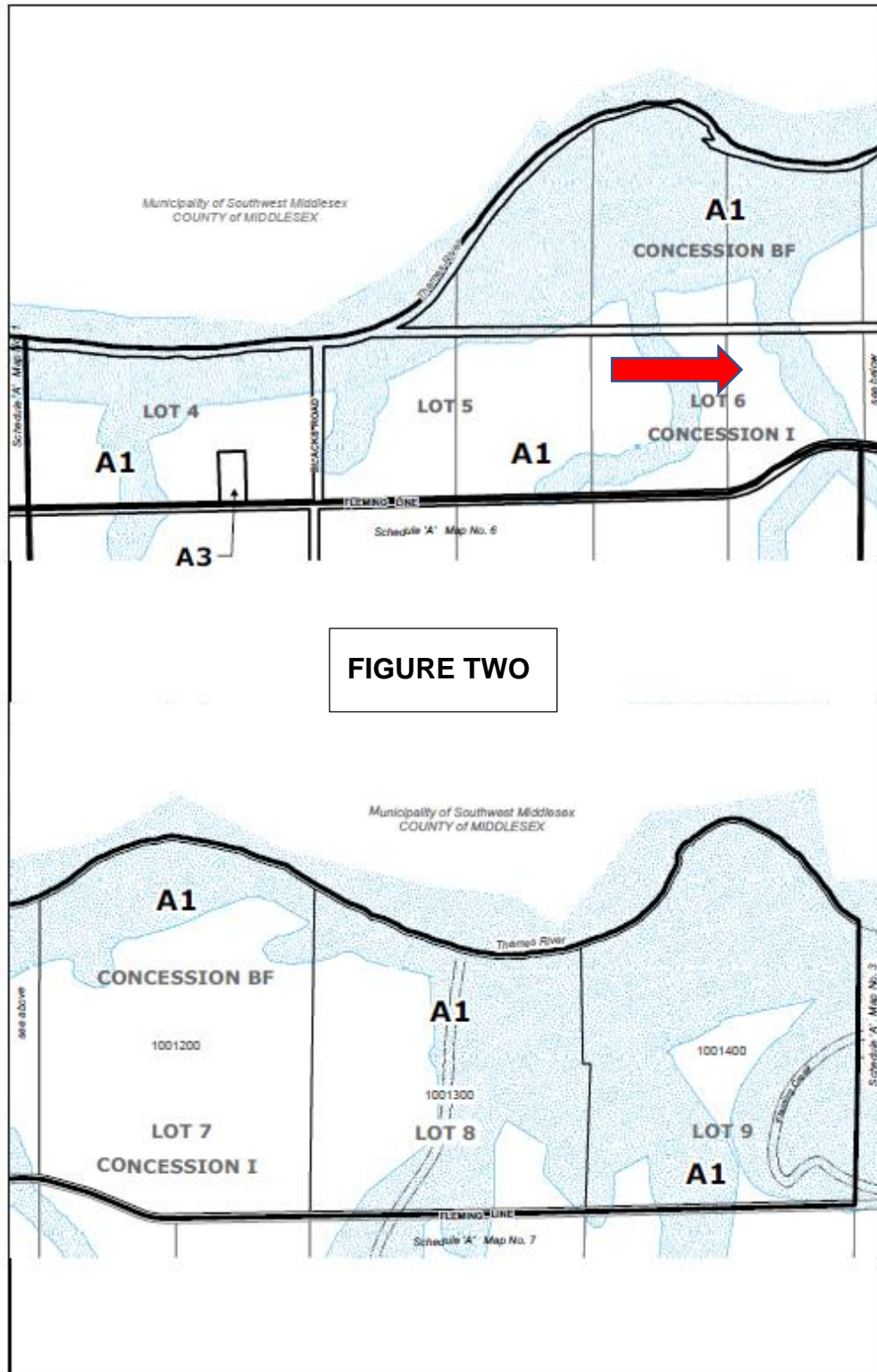
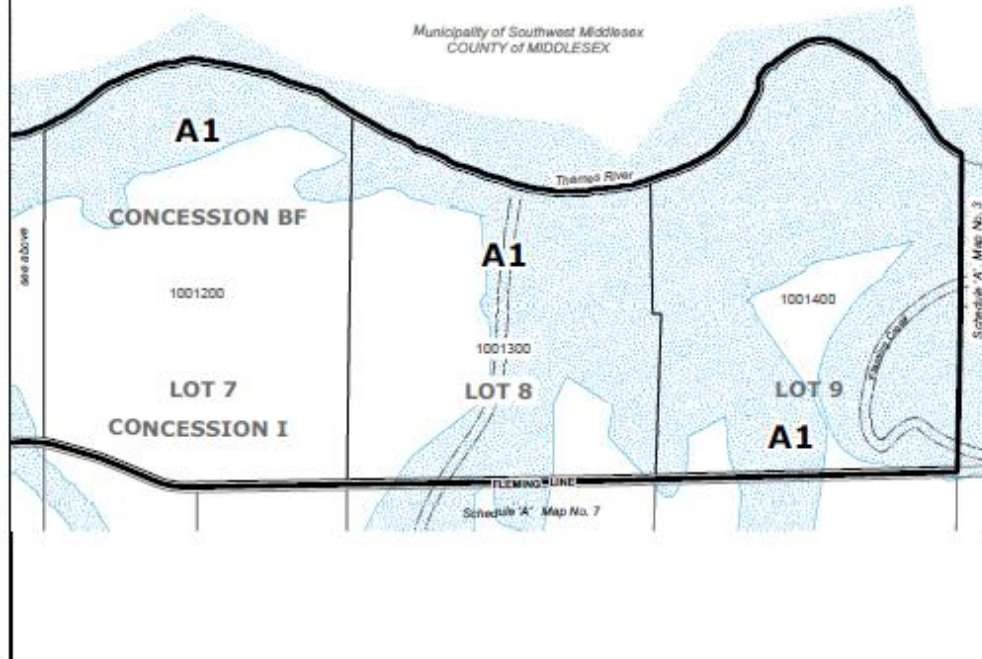


FIGURE TWO



Municipality of WEST ELGIN: RURAL AREA

Schedule "A"

SCALE 1:10,000

0 50 100 200 300 400 500 Metres

Municipality of West Elgin Zoning By-Law

Map No. 2

Interdepartmental Comments:

The zoning was circulated to municipal staff for comment.

External agencies are also circulated for comment. The only comment that was received at the time of writing was from the LTVCA and is attached as Appendix B.

Public Comment:

As required by the Planning Act all landowners within 120 m of the subject parcel were circulated on May 18th, 21 days prior to the meeting, 20 days is the required timeframe. At the time of writing of this report no comments have been received.

Summary:

The proposed zoning amendment is consistent with the PPS, conforms to both the CEOP and West Elgin OP.

Respectfully submitted by,



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

Report Approval Details

Document Title:	Zoning Amendment Application D 14 5-2023 - Recommendation Report - 2023-22-Planning.docx
Attachments:	- Appendix B - LTVCA Comment.pdf - 2023-46 - ZBLA - D14 5-2023 Fleming Line.pdf
Final Approval Date:	Jun 1, 2023

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

Heather Bouw

April 17, 2023

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

Attn: **Robert Brown**

Re: **Zoning By-law Amendment (D-14 5-2023)**
21606 Fleming Line (Stoll)
Part Lot 18; Concession 10
Municipality of West Elgin

Please be advised that the above-mentioned application has been reviewed by this office and staff have no objections to this application as submitted to this office. The Conservation Authority is responsible for addressing the Natural Hazard Section of the Provincial Planning Policy Statement as well as the Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, O. Reg. 152/06 under the Conservation Authorities Act. After reviewing our files and mapping, staff determined that the property in question is subject to the Authority's Development and Alterations to Watercourses portion of the regulations. The issues of concern for this area would be the Thames River, the Mcray Drain, flooding, stable slopes and erosion.

An application from this office is required prior to any works/construction taking place within the regulated area. The lands are subject to flooding under regulatory storm conditions. Any proposed structure(s) will be required to be flood proofed to a minimum elevation for the lowest openings into the structure. Setbacks from the Thames River and drain will be required for any proposed development. No development will be permitted within the lower flood flats adjacent to the Thames River.

I trust this is satisfactory, but if you should have any questions, or require more information, please call the office.

Yours truly



Connor Wilson
Planner



Staff Report

Report To: Council Meeting

From: Robert Brown, Planner

Date: 2023-05-24

Subject: Zoning Amendment Application D 14 7-2023 – Recommendation Report – Planning Report 2023-21

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 7-2023 – 24365 Crinan Line Recommendation Report (Planning Report 2023-21).

That West Elgin Council approve the rezoning of 24365 Crinan Line from General Agricultural (A1) Zone to Agricultural (A2) Zone and Restricted Agricultural (A3) Zone, in accordance with the attached draft by-law, and

Further that West Elgin Council consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the June 8, 2023, Council Agenda.

Purpose:

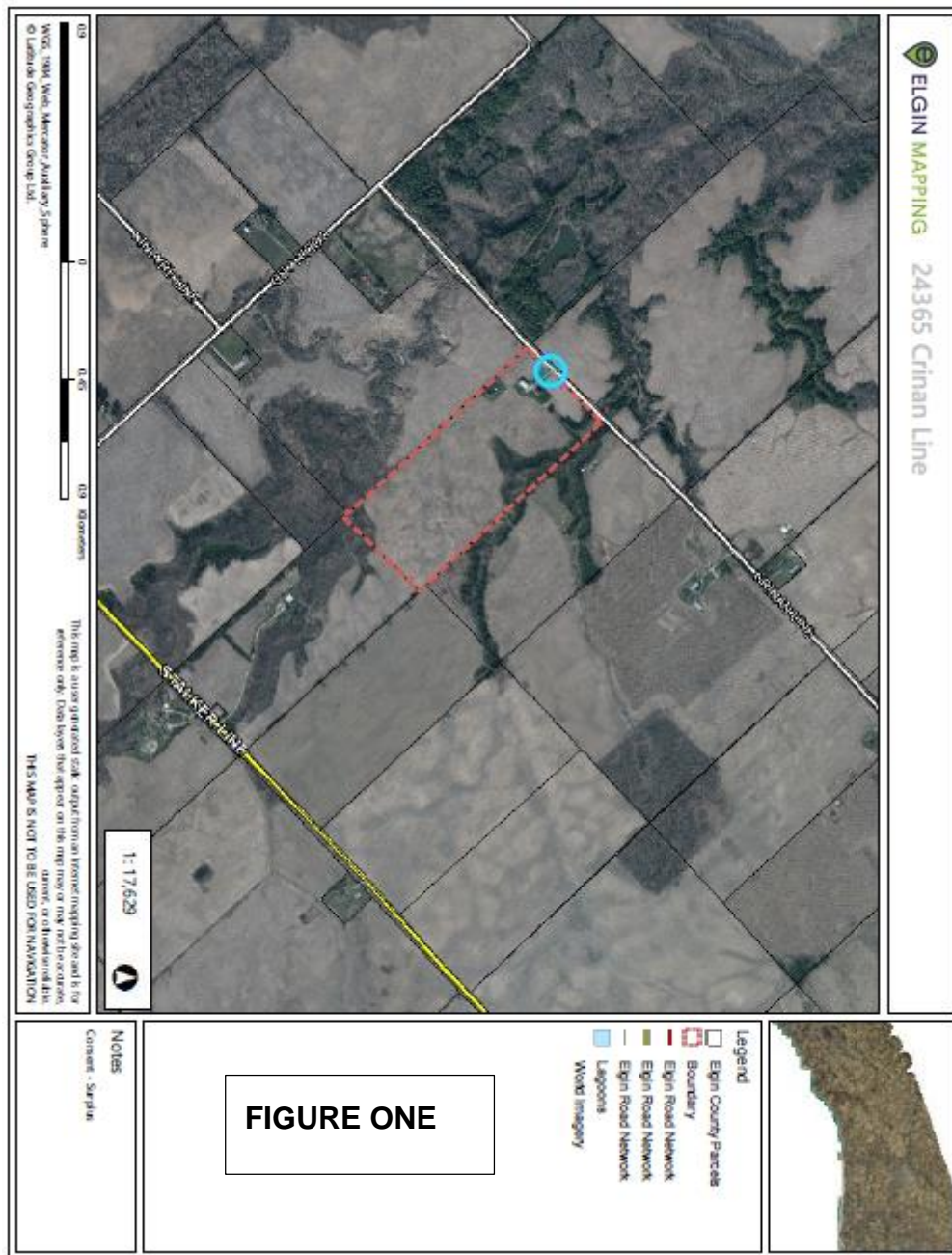
The purpose of the Zoning By-law Amendment is to consider a condition of Consent Application E6-23, by rezoning the retained farmland parcel from General Agricultural (A1) Zone to Agricultural (A2) Zone, in order to prohibit any future dwellings, and by rezoning the severed surplus farm dwelling parcel from General Agricultural (A1) Zone to Restricted Agricultural (A3) Zone, in order to recognize the new surplus farm dwelling lot being created.

Background:

Below is background information, in a summary chart:

Application	D 14 7-2023 (condition of E6-2023)
Owners	Mark Johnson
Applicant	2707813 Ontario Inc.
Legal Description	Part Lot of 18, Concession 2 ED, Pt. 1, RP 11R 978
Civic Address	24365 Crinan Line
Services	Private on-site septic system & Municipal water
Severed Parcel	1.0 ha (2.47 ac.)
Retained Farm Parcel	19.04 ha (47.04 ac.)

Figure One below, depicts the subject lands:



The surrounding land uses are as follows:

- Agricultural on all sides

The zoning sketch, depicting the surplus farm dwelling lot creation (E6-23 application), is attached to this report as Appendix One for reference purposes.

Council may recall that Planning Report 2023-10, went before Council on March 9, 2023, to authorize comments to the County of Elgin on the consent application, E6-23 and provided planning analysis for the proposed surplus farm dwelling lot creation in relation to the applicable policies.

Financial Implications:

Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended from time to time. The provisionally approved 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.

PPS:

The subject lands are within the Agricultural area (Section 2.3). The proposed retained parcel would be rezoned to prohibit a dwelling through the zoning by-law amendment, in accordance with Section 2.3.4.1(c) of the PPS. The proposed new land uses comply with the minimum distance separation formulae, in accordance with Section 2.3.3.3 of the PPS.

This proposed Zoning By-law Amendment is consistent with the PPS.

CEOP:

The subject lands are designated Agricultural Area on Schedule 'A' Land Use 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.

No development is being proposed as a result of the zoning by-law amendment adjacent to any Natural Heritage areas (Section D1.2) on the subject lands.

Therefore, this proposed Zoning By-law Amendment conforms to the CEOP.

OP:

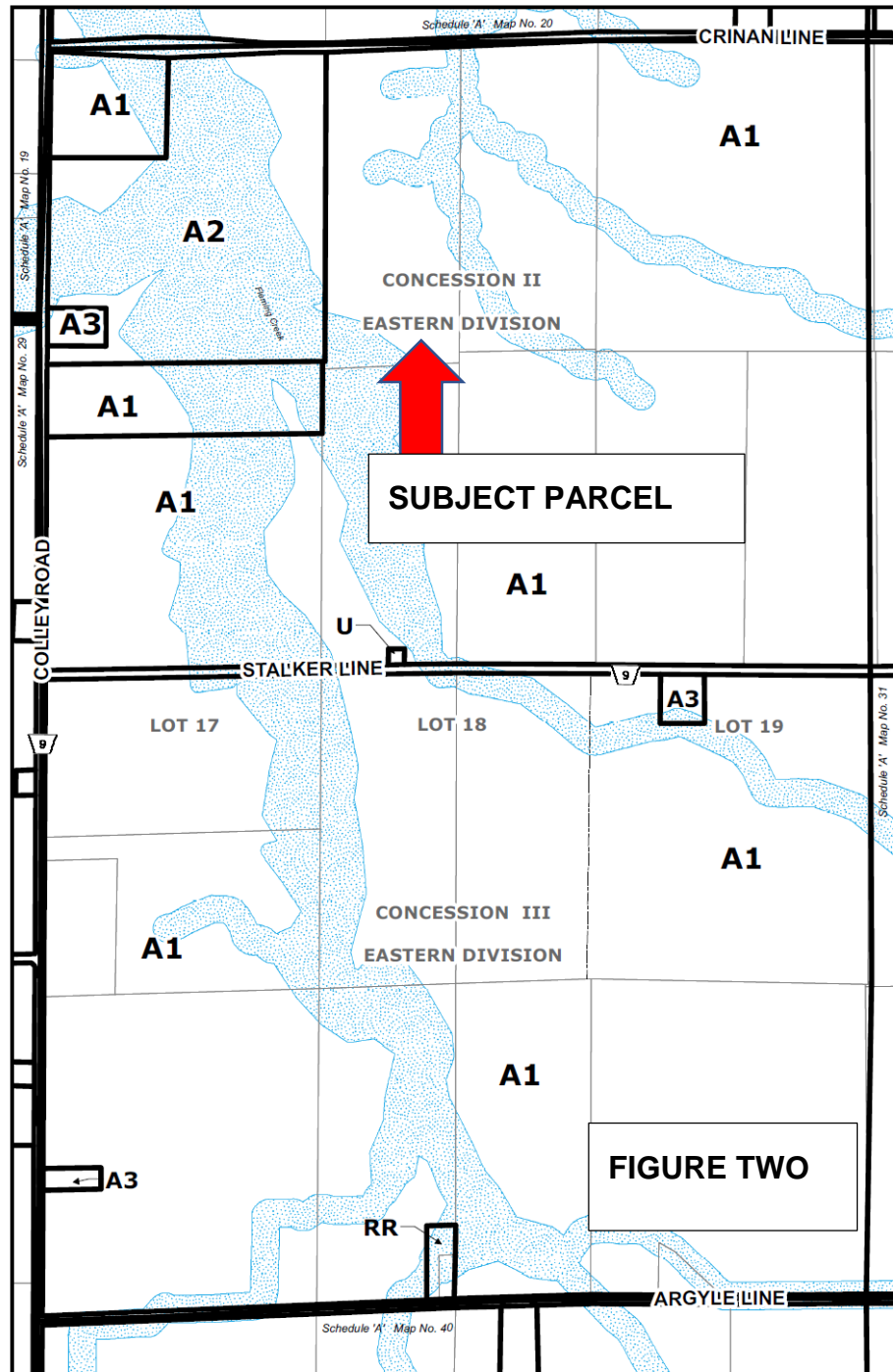
The subject lands are designated as Agricultural, as shown on Rural Area Land Use and Transportation Schedule 'E' of the Official Plan.

The agricultural land use policies, under Section 6.2 of the OP, permit a farm dwelling on the farm operation. Section 6.2.9 policies of the OP, state that the creation of a lot for the purposes of disposing of a dwelling considered surplus as a result of farm consolidation, being the acquisition of additional farm parcels to be operated as one farm operation, shall be considered provided 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.

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 30 of the ZBL, as depicted in Figure Two below.



Municipality of WEST ELGIN: RURAL AREA

Schedule "A"

SCALE 1:10,000

0 50 100 200 300 400 500 Metres

Municipality of West Elgin Zoning By-Law

Map No. 30

The severed parcel will 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 (A3) Zone has a minimum lot area of 4000 square metres and a minimum lot frontage of 30 metres respectively.

The proposed retained parcel would need to be rezoned to the Agricultural (A2) Zone, in order to prohibit any future dwellings on the farmland. A draft of the zoning by-law amendment to be considered is appended to this report for reference purposes.

Therefore, the proposal for the surplus farm dwelling lot creation would be in compliance with the Zoning By-law, subject to the requested Zoning By-law Amendment.

Circulation Of The Application:

The application was circulated to the applicable commenting agencies and neighboring property owners within 120 meters of the subject lands on May 18, 2023, 21 days prior to the public meeting (minimum 20 days required).

Municipal Department Comments:

The zoning by-law amendment application was circulated to municipal staff for comment. No comments were received as comments were provided for the associated consent application and have been incorporated into the consent conditions (if required).

Agency Comments:

The zoning by-law amendment application was circulated to the Agencies for comment. The following comments were received:

Lower Thames Valley Conservation Authority

Comment from the LTVCA is attached at Appendix A. No concerns with the proposed zoning were noted.

No additional comments have been received from other agencies.

Public Comments:

At the time of subject of this report, no written comments from the public have been received related to the zoning by-law amendment.

Summary/Conclusion:

Therefore, it is Planning Staff's opinion that the proposed Zoning By-law Amendment is consistent with the PPS, conforms to the CEOP and conforms to the OP; and recommends that the request for Zoning By-law Amendment be approved, subject to no concerns being raised through any oral and written submissions being received since the writing of this report and at the public meeting.

Once a Council decision is made, Notice will be sent to those who have requested a copy and/or attended the public meeting or provided written comments.

There will be a 20 day appeal period after the Notice is sent out. Any appeals received by the Municipality of West Elgin will be forwarded to the Ontario Land Tribunal (OLT) for a hearing, in accordance with the Planning Act.

Respectfully submitted by,



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

Report Approval Details

Document Title:	Zoning Amendment Application D 14 7-2023 - Recommendation Report - 2023-21-Planning.docx
Attachments:	- Appendix A - LTVCA Comment.pdf - 2023-47 - ZBLA - D14 7-2023 Battersby.pdf
Final Approval Date:	Jun 1, 2023

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

Heather Bouw

May 9, 2023

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

Attn: **Robert Brown**

Re: **Zoning By-law Amendment (D-14 7-2023)**
24365 Crinan Line (2707813 Ontario Inc.)
Part Lot 18; Concession 2 ED
Municipality of West Elgin

Please be advised that the above-mentioned application has been reviewed by this office and staff have no objections to this application as submitted to this office. The Conservation Authority is responsible for addressing the Natural Hazard Section of the Provincial Planning Policy Statement as well as the Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, O. Reg. 152/06 under the Conservation Authorities Act. After reviewing our files and mapping, staff determined that the property in question is subject to the Authority's Development and Alterations to Watercourses portion of the regulations. The issues of concern for this area would be the natural watercourses and their associated ravine systems, stable slopes and erosion.

An application from this office is required prior to any works/construction taking place within the regulated area. The lands are not subject to flooding of a general nature and therefore the flood proofing of structures on the property is not required. However, the flood proofing of structures for the purposes of prevention of flood damage from local drainage waters is always recommended. Setbacks from the natural watercourses and ravine systems will be required to any proposed works / structure(s) / site alteration.

I trust this is satisfactory, but if you should have any questions, or require more information, please call the office.

Yours truly



Connor Wilson
Planner



Staff Report

Report To: Council Meeting

From: Robert Brown, Planner

Date: 2023-05-24

Subject: Zoning By-law Amendment Application – D-14 11-2023 – Recommendation Report 2023-23

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 11-2023 – 20387 Pioneer Line Recommendation Report (Planning Report 2023-23)

That West Elgin Council approve rezoning of 20387 Pioneer Line from General Agricultural (A1) to Agricultural (A2) Zone and Restricted Agricultural Special Regulation 7 (A3-7) Zone, in accordance with the attached draft by-law, and

Further that West Elgin Council consider the by-law to amend the Zoning By-law, as presented in the by-law portion of the June 8, 2023, Council Agenda

Purpose:

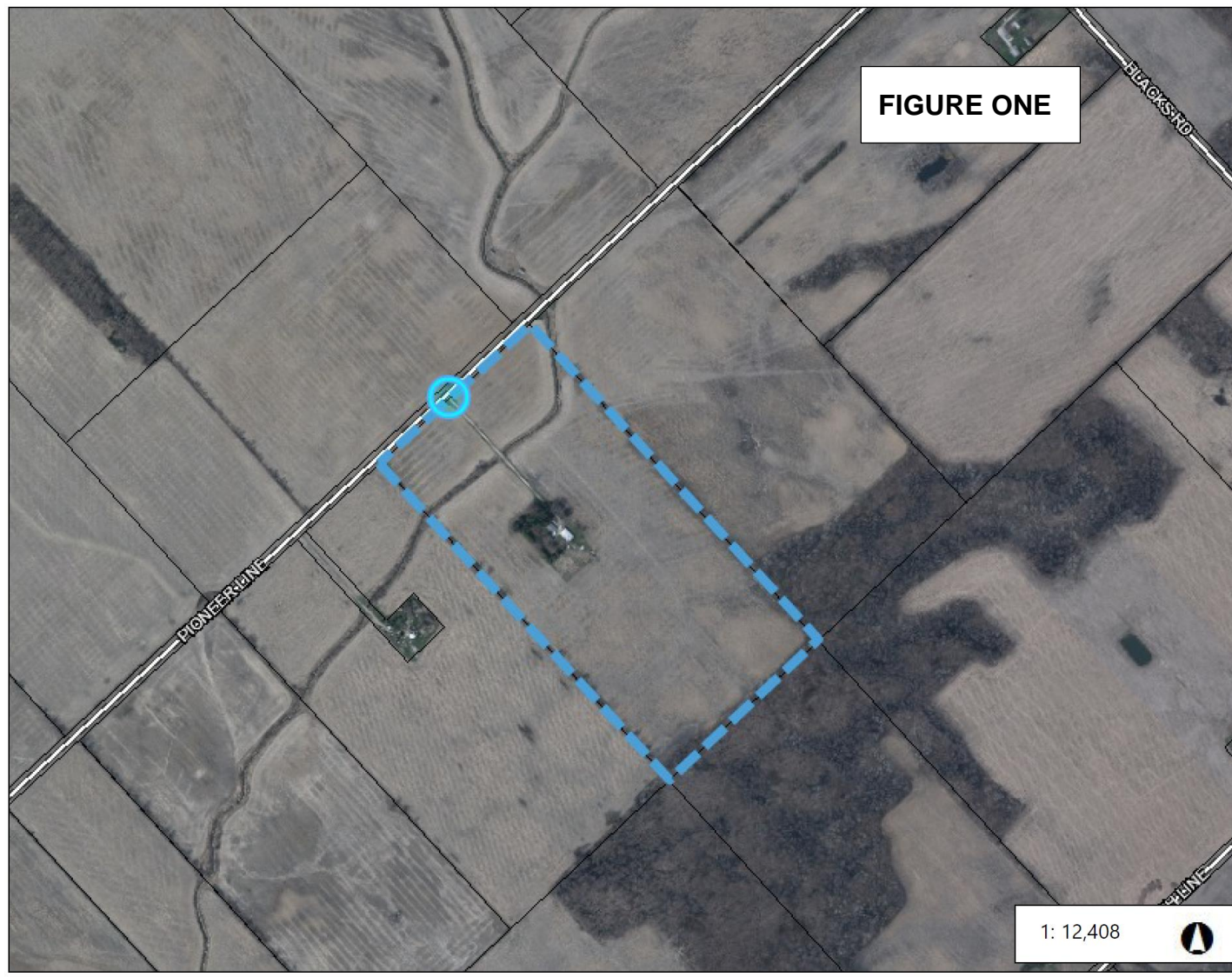
The purpose of the Zoning By-law Amendment is to consider a condition of Consent Application E12-23, by rezoning the retained farmland parcel from General Agricultural (A1) Zone to Agricultural (A2) Zone, in order to prohibit any future dwellings, and by rezoning the severed surplus farm dwelling parcel from General Agricultural (A1) Zone to Restricted Agricultural Special Regulation 7 (A3-7) Zone, in order to recognize the new surplus farm dwelling lot being created and the reduced lot frontage.

Background:

Below is background information, in a summary chart:

Application	D 14 11-2023 (condition of E12-2023)
Owner/Applicant	Cindy Knight
Legal Description	Part Lot of C, Concession 9
Civic Address	20387 Pioneer Line
Services	Private on-site water well & septic system
Severed Parcel	1.041 ha (2.57 ac.)
Retained Farm Parcel	20.8 ha (51.4 ac.)

Figure One below, depicts the subject lands:



The surrounding land uses are as follows:

- Agricultural on all sides

The zoning sketch, depicting the surplus farm dwelling lot creation (E12-23 application), is attached to this report as Appendix One for reference purposes.

Council may recall that Planning Report 2023-12, went before Council on April 13, 2023, to authorize comments to the County of Elgin on the consent application, E12-23 and provided planning analysis for the proposed surplus farm dwelling lot creation in relation to the applicable policies.

Financial Implications:

Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended from time to time. The provisionally approved 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.

PPS:

The subject lands are within the Agricultural area (Section 2.3). The proposed retained parcel would be rezoned to prohibit a dwelling through the zoning by-law amendment, in accordance with Section 2.3.4.1(c) of the PPS. The proposed new land uses comply with the minimum distance separation formulae, in accordance with Section 2.3.3.3 of the PPS.

This proposed Zoning By-law Amendment is consistent with the PPS.

CEOP:

The subject lands are designated Agricultural Area on Schedule 'A' Land Use 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.

No development is being proposed as a result of the zoning by-law amendment adjacent to any Natural Heritage areas (Section D1.2) on the subject lands.

Therefore, this proposed Zoning By-law Amendment conforms to the CEOP.

OP:

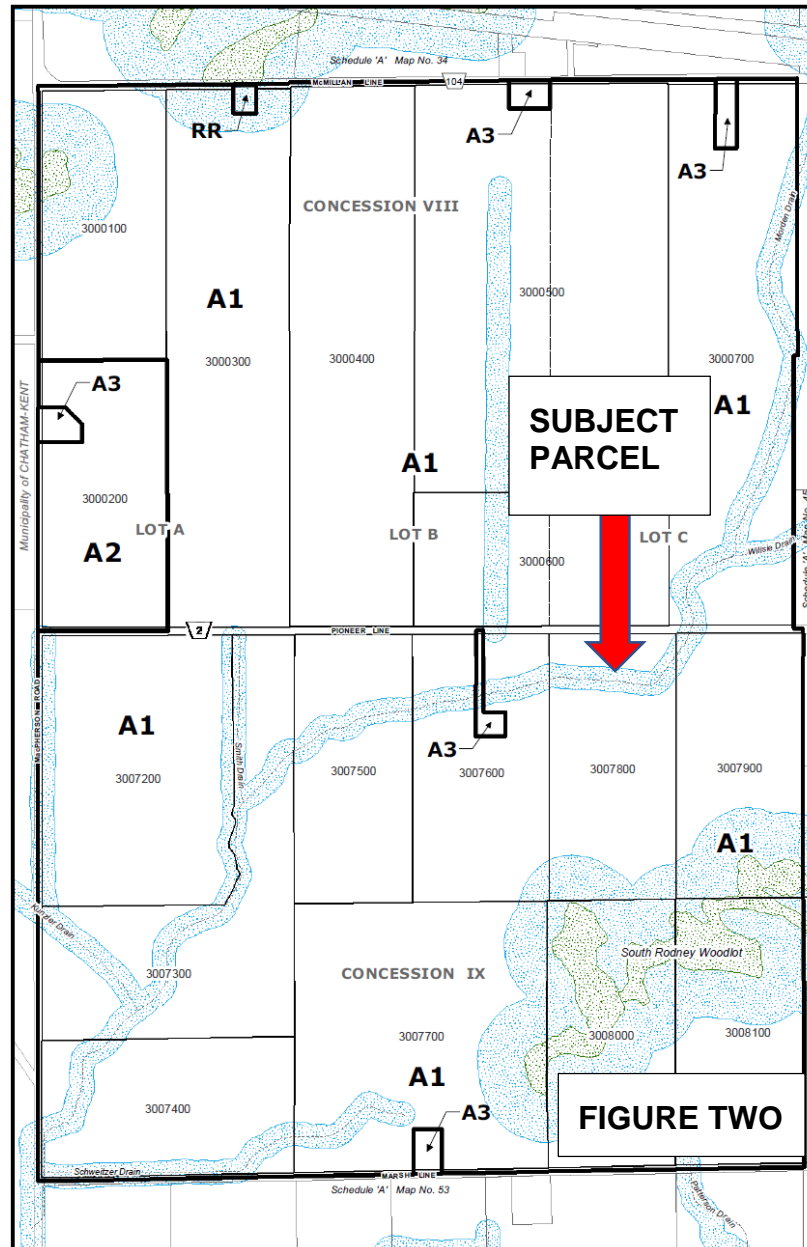
The subject lands are designated as Agricultural, as shown on Rural Area Land Use and Transportation Schedule 'E' of the Official Plan.

The agricultural land use policies, under Section 6.2 of the OP, permit a farm dwelling on the farm operation. Section 6.2.9 policies of the OP, state that the creation of a lot for the purposes of disposing of a dwelling considered surplus as a result of farm consolidation, being the acquisition of additional farm parcels to be operated as one farm operation, shall be considered provided 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.

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.



Municipality of WEST ELGIN: RURAL AREA

SCALE 1:10,000

0 50 100 200 300 400 500 Metres

Municipality of West Elgin Zoning By-Law

Schedule "A"

Map No. 44

The severed parcel will need to be rezoned to implement the proposed lot creation, by rezoning it to the Restricted Agricultural Special Regulation 7 (A3-7) Zone, as a condition of approval. The Restricted Agricultural (A3) Zone has a minimum lot area of 4000 square metres and a minimum lot frontage of 30 metres respectively. In addition, due to the flag-shaped nature of the lot the zoning amendment will also need to recognize the reduced lot frontage of 6 m (20 ft.).

The proposed retained parcel would need to be rezoned to the Agricultural (A2) Zone, in order to prohibit any future dwellings on the farmland. A draft of the zoning by-law amendment to be considered is appended to this report for reference purposes.

Therefore, the proposal for the surplus farm dwelling lot creation would be in compliance with the Zoning By-law, subject to the requested Zoning By-law Amendment.

Circulation Of The Application:

The application was circulated to the applicable commenting agencies and neighboring property owners within 120 meters of the subject lands on May 18, 2023, 21 days prior to the public meeting (minimum 20 days required).

Municipal Department Comments:

The zoning by-law amendment application was circulated to municipal staff for comment. No comments were received as comments were provided for the associated consent application and have been incorporated into the consent conditions.

Agency Comments:

The zoning by-law amendment application was circulated to the Agencies for comment. The following comments were received:

Lower Thames Valley Conservation Authority

Comment from the LTVCA is attached at Appendix A. No concerns with the proposed zoning were noted.

No additional comments have been received from other agencies.

Public Comments:

At the time of subject of this report, no written comments from the public have been received related to the zoning by-law amendment.

Summary/Conclusion:

Therefore, it is Planning Staff's opinion that the proposed Zoning By-law Amendment is consistent with the PPS, conforms to the CEOP and conforms to the OP; and recommends that the request for Zoning By-law Amendment be approved, subject to no concerns being raised through any oral and written submissions being received since the writing of this report and at the public meeting.

Once a Council decision is made, Notice will be sent to those who have requested a copy and/or attended the public meeting or provided written comments.

There will be a 20 day appeal period after the Notice is sent out. Any appeals received by the Municipality of West Elgin will be forwarded to the Ontario Land Tribunal (OLT) for a hearing, in accordance with the Planning Act.

Respectfully submitted by,



Robert Brown, H. Ba, MCIP, RPP
Planner

Report Approval Details

Document Title:	Zoning By-law Amendment Application D-14 11-2023 - Recommendation Report - 2023-23-Planning.docx
Attachments:	- Appendix A - LTVCA Comments.pdf - 2023-48 - ZBLA - D14 11-2023 Knight.pdf
Final Approval Date:	Jun 1, 2023

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

Heather Bouw

May 23, 2023

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

Attn: **Robert Brown**

Re: **Zoning By-law Amendment (D-14 11-2023)**
20387 Pioneer Line (Knight)
Part Lot C; Concession 9
Municipality of West Elgin

Please be advised that the above-mentioned application has been reviewed by this office and staff have no objections to this application as submitted to this office. The Conservation Authority is responsible for addressing the Natural Hazard Section of the Provincial Planning Policy Statement as well as the Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation, O. Reg. 152/06 under the Conservation Authorities Act. After reviewing our files and mapping, staff determined that the property in question is subject to the Authority's Development, Interference with Wetlands and Alterations to Watercourses portion of the regulations. The issues of concern for this area are the 120 m Adjacent Lands of the South Rodney Woodlot (LT 16) Provincially Significant Wetland (PSW), the Morden Drain, and erosion.

An application from this office is required prior to any works/construction taking place within the regulated area. The lands are not subject to flooding of a general nature and therefore the flood proofing of structures on the property is not required. However, the flood proofing of structures for the purposes of prevention of flood damage from local drainage waters is always recommended. Setbacks from the drains will be required to any proposed works / structure(s) / site alteration. Setbacks from the PSW are also required to any proposed structures.

I trust this is satisfactory, but if you should have any questions, or require more information, please call the office.

Yours truly



Connor Wilson
Planner



Staff Report

Report To: Council Meeting
From: Robert Brown, Planner
Date: 2023-05-29
Subject: Severance Application E35-23 – Comments to Elgin County –
Recommendation Report – Planning Report 2023-25

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application File E-35-23 – Comments to Elgin County (Planning Report 2023-25);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for Severance application, E35-23, subject to the Lower-Tier Municipality conditions in Appendix One;

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 E35-23, 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 applicant at 26321 Crinan Line (Figure One). A draft outline of the proposed lot is attached as Figure Two.

Background:

Below is background information, in a summary chart:

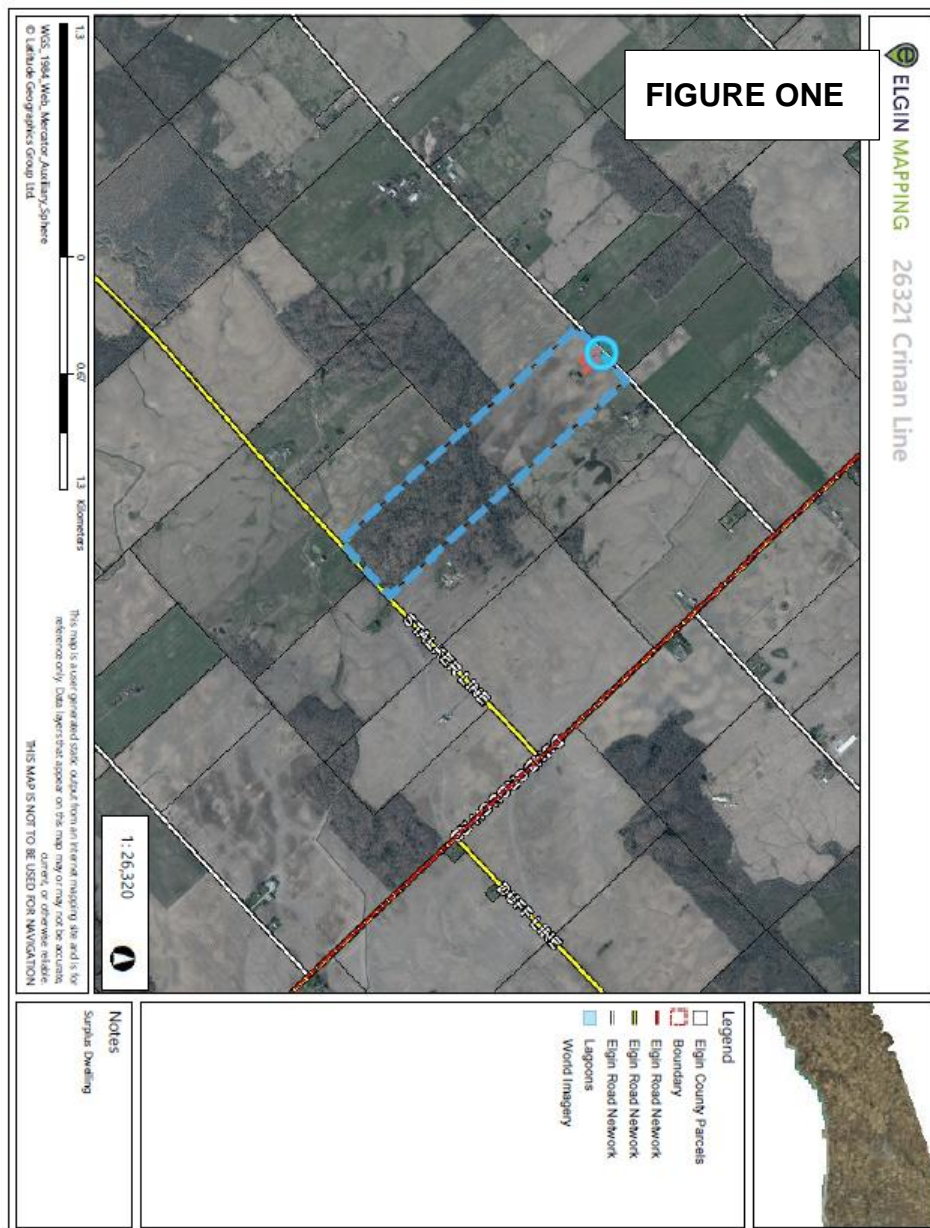
Application	E35-23
Owner	C & L Schouten Farms Inc.
Applicant	Calvin Schouten
Legal Description	Part Lot of Y, Concession 2 ED
Civic Address	26321 Crinan Line
Entrance Access	Crinan Line
Services	Private on-site septic system & municipal water
Existing Land Area	40.46 ha (100 ac.)

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

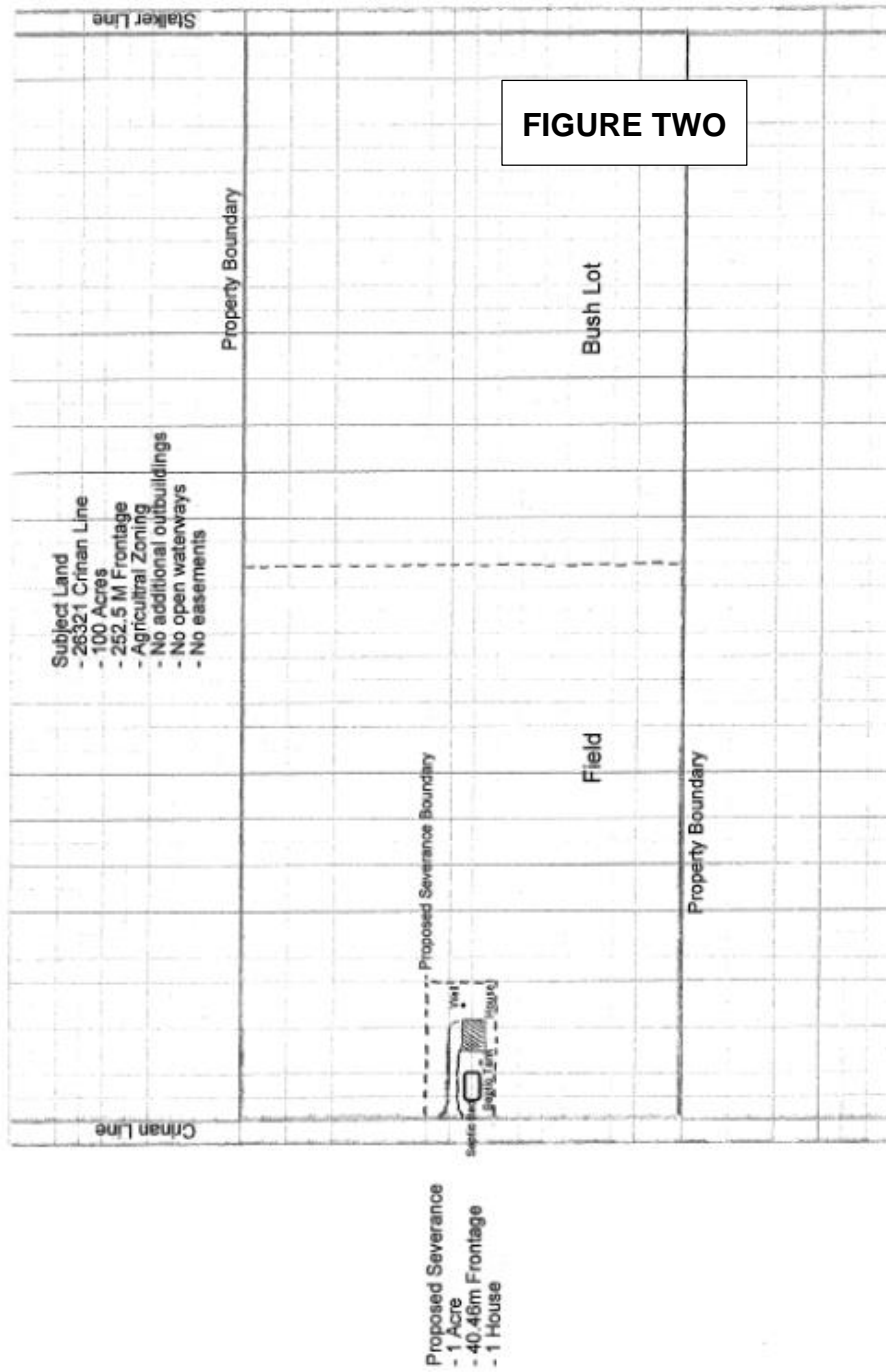
Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E35-23	40.46 m (133.1 ft.)	100 m (328 ft.)	0.4 ha (1 ac)	252.5 m (828.2 ft.)	1,337.8 m (4,388 ft.)	40.06 ha (99 ac.)

The Public Hearing is scheduled for June 28, 2023, at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the subject parcel of land.



Severance Application - 26321 Crinan Line



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.

Comment: The proposed lot does not include any actively farmed land.

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. There are livestock facilities within approximately 280 m of the proposed lot. However, severance of the existing dwelling does not create any additional impact on the livestock operation as the required setback would be calculated from the location of the nearest dwelling regardless of it being on the farm or a severed lot.

The rear half of the property does contain a natural heritage feature. The existing house and outbuildings are located on the front half along Crinan Line and well removed from the wooded area. 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. The rear of the retained parcel is within Woodlands as indicated on Appendix #1 Natural Heritage Features and Areas in the CEOP.

Section E1.2.3.4 b) of the CEOP permits the creation of new lots provided the local Official Plan supports their creation and if the lot is to be created to accommodate a habitable residence that has become surplus to a farming operation as a result of a farm consolidation provided that the development of a new residential use is prohibited on any retained parcel of farmland created by the consent to sever. The residence to be severed is habitable and is surplus to the owner's

farming operations. The residence is serviced by a municipal water connection and private individual on-site septic system.

All existing development is outside the natural heritage feature and no new 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. Although the property does contain a wooded area none of it is included with or near the proposed lot as indicated on Schedule 'B' on Map 2.

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 approximately 280 m of the proposed lot however there is not impact to the proposed lot or neighbouring livestock operation;
- The proposed severed parcel excludes productive farmland using only the area currently occupied by the house and outbuildings; and
- There are older farm buildings however they do not appear to be deteriorated, derelict or abandoned for consideration of removal.

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

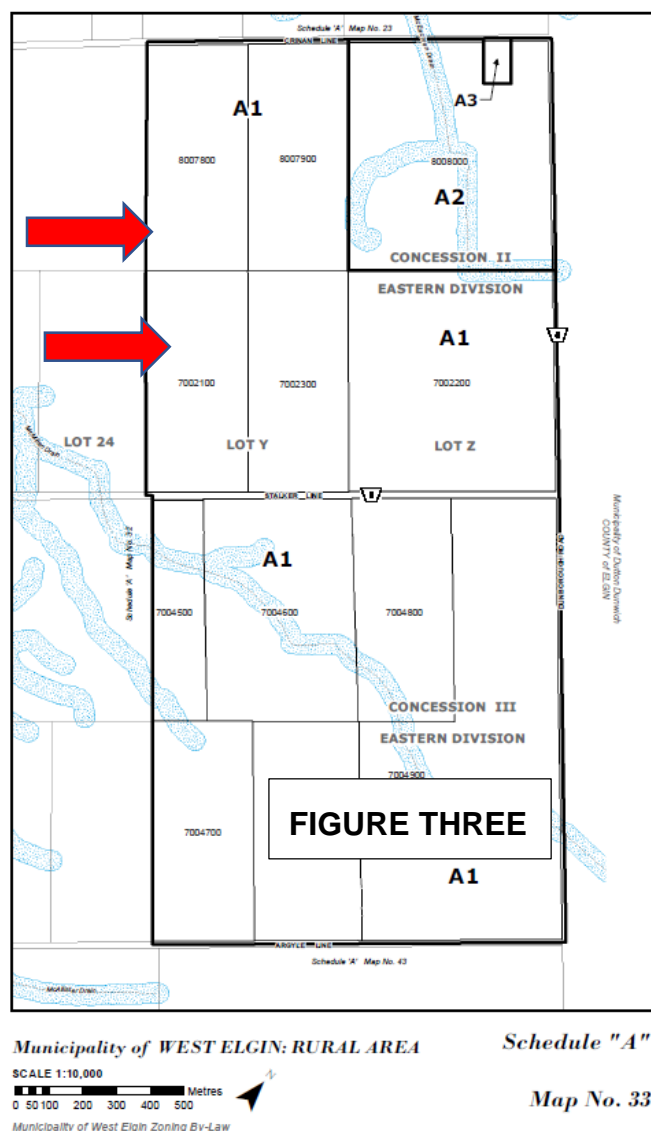
Lot creation polices under Section 10.4.1 of the OP, allow for severance (consent) applications to be the method utilized since no infrastructure is warranted with this proposed development and is in compliance with the criteria of Section 51(24) of the *Planning Act*. Therefore, this proposal conforms 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 33 of the ZBL, as depicted in Figure Three below. The blue hatch pattern on the mapping represents LTVCA regulated area. 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 0.4 ha (1 ac.), with a lot frontage of 40.46 m (132.7 feet); and would need to be rezoned to implement the proposed lot creation, by rezoning it to the Restricted Agricultural (A3) Zone, as a condition of approval. The Restricted Agricultural Zone (A3) Zone has a minimum lot area of 4,000 sq. m and a minimum lot frontage of 30 m. The proposed retained parcel would also need to be rezoned to Agricultural (A2) Zone, to continue to permit agricultural uses and prohibit new dwellings.

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



Interdepartmental Comments:

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

Drainage:

- The subject lands are within a municipal drainage area and will require reapportionment.

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

Public Works:

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

Building Dept:

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

No other comments or concerns were received from Administration.

Summary:

Therefore, it is Planning Staff's opinion that the proposed surplus farm dwelling lot creation consent, is consistent with the PPS, conforms to the CEOP and conforms to the OP, complies with the ZBL (subject to prohibition of future dwellings on the retained parcel); and that Council recommends to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report. (Appendix One)

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 E35-23 - Comments for Elgin County - Recommendation Report - 2023-25-Planning.docx
Attachments:	- Planning Report 2023-25 Appendix One - Comments to the County of Elgin.pdf
Final Approval Date:	Jun 1, 2023

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

Heather Bouw



Staff Report

Report To: Council Meeting
From: Robert Brown, Planner
Date: 2023-05-29
Subject: Severance Application E37-23 – Comment to Elgin County –
Recommendation Report – Planning Report 2023-26

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application File E-24-23 – Comments to Elgin County (Planning Report 2023-26);

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for Severance application, File E-37-23, subject to the Lower-Tier Municipality conditions in Appendix One of this report;

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

Purpose:

The purpose of this Report is to provide Council with recommendations related to authorizing municipal comments to the County of Elgin regarding County of Elgin Severance Application E37-23, 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 applicant at 26338 Queens Line (Figure One). A draft outline of the proposed lot is attached as Figure Two.

Background:

Below is background information, in a summary chart:

Application	E37-23
Owner	Jen-Veld Farms Inc.
Applicant	Eric Jensen & Lisa Veldman
Legal Description	Part Lot of 23, Concession 7 ED
Civic Address	26338 Queens Line
Entrance Access	Queens Line
Services	Private on-site septic system & water well
Existing Land Area	9.5 ha (23.5 ac.)

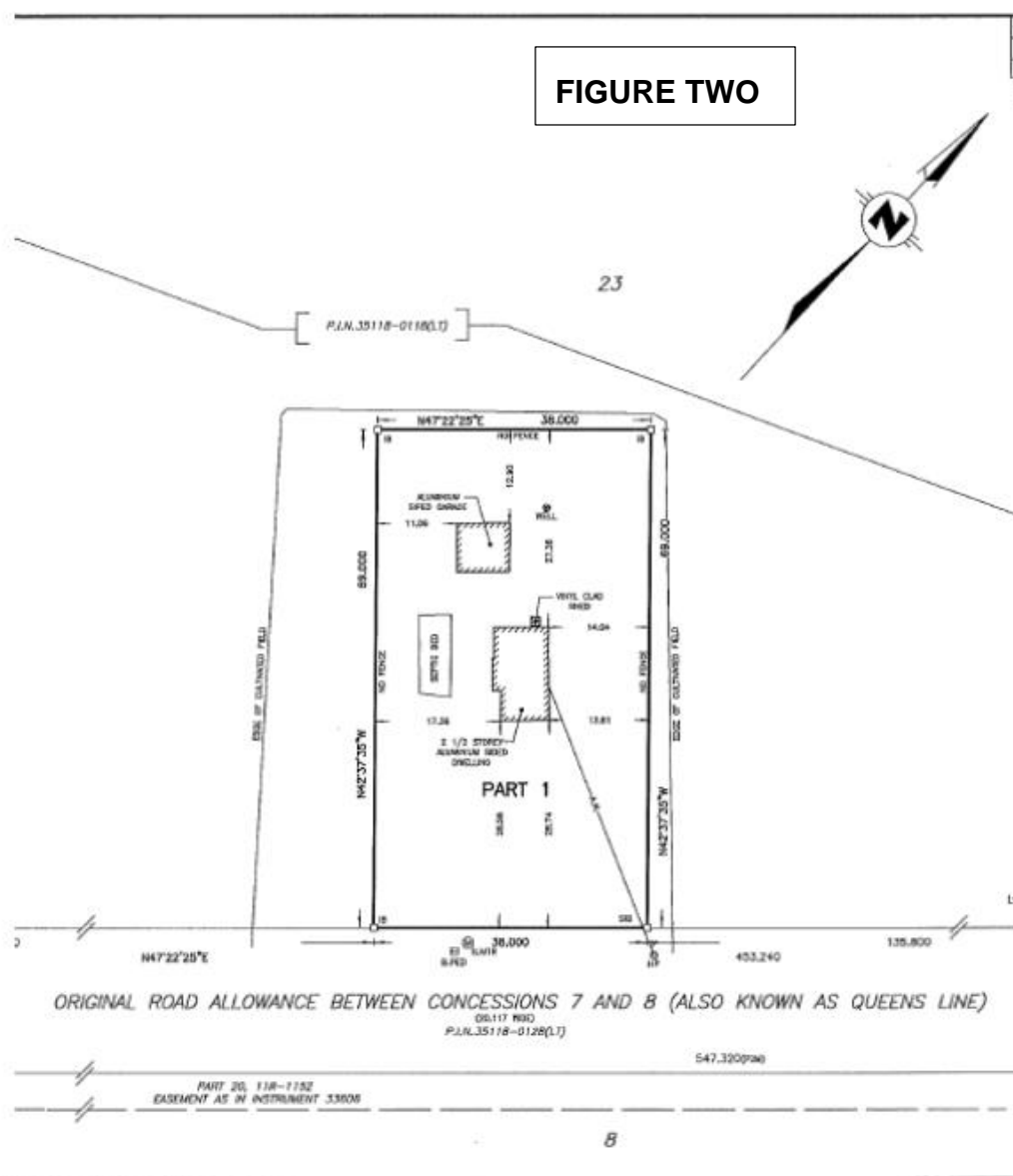
Below is the detailed dimensions and land areas of the application, in a chart:

Application	Severed Parcel			Retained Parcel		
	Frontage	Depth	Area	Frontage	Depth	Area
E37-23	38 m (124.6 ft.)	89 m (291.9 ft.)	0.262 ha (0.65 ac)	258 m (846 ft.)	irregular	9.25 ha (22.85 ac.)

The Public Hearing is scheduled for June 28, 2023, at the Elgin County Land Division Committee Meeting.

Figure One below, depicts the subject parcel of land.





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.

Comment: The proposed lot does not include any actively farmed land.

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. There are livestock facilities within approximately 230 m of the proposed lot. However, severance of the existing dwelling does not create any additional impact on the livestock operation as the required setback would be calculated from the location of the nearest dwelling regardless of it being on the farm or a severed lot.

The property is located north of a natural heritage feature which is located on the south side of Queens Line. The dwelling and outbuilding are existing and have been located here for many years. The creation of the lot does not create any additional impacts on the natural heritage feature. 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. As indicated the subject parcel is across the road from a Provincially Significant Wetland 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 owners' farming operations. The residence is serviced by a municipal water and private individual on-site septic system.

All existing development is outside the natural heritage feature on the south side of Queens Line. and no new 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.

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 approximately 230 m of the proposed lot however there is not impact to the proposed lot or neighbouring livestock operation;
- The proposed severed parcel excludes productive farmland using only the area currently occupied by the house and outbuildings; and
- There are no older farm buildings which are deteriorated, derelict or abandoned for consideration of removal.

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 43 of the ZBL, as depicted in Figure Three below. The blue hatch pattern on the mapping represents LTVCA regulated area. 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 0.262 ha (0.65 ac.), with a lot frontage of 38 m (124.6 feet); and would need to be rezoned to implement the proposed lot creation, by rezoning it to the Rural Residential (RR) Zone, as a condition of approval. The Rural Residential Zone (RR) Zone has a minimum lot area of 2,000 sq. m and a minimum lot frontage of 30 m. The proposed retained parcel will be rezoned to Agricultural (A2) Zone, to continue to permit agricultural uses but prohibit new dwellings.

Interdepartmental Comments:

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

Drainage:

- The subject lands are within a municipal drainage area and will require reapportionment.

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

Public Works:

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

Building Dept:

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

A satisfactory water well test was completed and included with the application. The septic system was also inspected and the report will be assessed and reviewed by the Building Department.


No other comments or concerns were received from Administration.

Summary:

Therefore, it is Planning Staff's opinion that the proposed surplus farm dwelling lot creation consent, is consistent with the PPS, conforms to the CEOP and conforms to the OP, complies with the ZBL (subject to prohibition of future dwellings on the retained parcel); and that Council recommends to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report. (Appendix One)

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 E37-23 - Comments to Elgin County - Recommendation Report - 2023-26-Planning.docx
Attachments:	- Planning Report 2023-26 Appendix One - Comments to the County of Elgin.pdf
Final Approval Date:	Jun 1, 2023

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

Heather Bouw



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2023-06-08
Report: 2023-08
Subject: Monthly Report – May 2023 – Report 2023-08 Fire

Recommendation:

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

Purpose:

To provide Council with an update on fire department activities in the month of May 2023.

Background:

Emergency Responses

Medical Assist	1
Open air burning complaint	1
No Loss Outdoor Fire - Grass	1
Alarm System Malfunction	2
Vehicle Collision	2
Pre-fire conditions	1
<i>TOTAL</i>	<i>8</i>

Training & Meetings

Department topics included medical directive/ambulance review with Elgin EMS, ladders, and patient rescue.

Members attended an Elgin County Fire Prevention meeting in St. Thomas.

The six 2023 recruits have graduated the NFPA 1001 Course, with medical, hazmat, and DZ training being scheduled.

WEFD co-hosted an Electric Vehicle Suppression and Extrication Session with Aylmer and Southwold Fire Departments. Approximately 140 Elgin County firefighters attended.

Fire Prevention

Follow up inspections were conducted.

Other Activities/Information

The Fire Chief met with Medavie Elgin EMS to review the Tiered Response Agreement (TRA). A few minor changes are proposed regarding call types, with the current delay in fire-tiered response being removed for all call types. This new TRA will go into effect in the coming months, once training and medical supplies are fully implemented.

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 is 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 have been meeting 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.

Respectfully submitted

Jeff McArthur, Fire Chief

Report Approval Details

Document Title:	Monthly Activity Report - May 2023 - 2023-08-Fire.docx
Attachments:	
Final Approval Date:	Jun 1, 2023

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

Heather Bouw



Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2023-06-08

Subject: Monthly Operations Update - 2023-18-Operations Community Services

Recommendation:

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

Purpose:

The purpose of this report is to provide Council a brief overview of work carried out in the Operations & Community Services department during the month of May.

Background:

Utilities

- Meter reading was completed mid-month and work orders for repairs and re-reads were assigned.
- The remainder of seasonal water services were turned on in May.
- Locate requests continue to be high with the start of construction season and abundance of nice weather.
- Utility staff assisted with minor repair work at the Port Glasgow Trailer Park.
- The utility supervisor provided servicing information for development requests.
- Staff oversaw the water connection on Munroe Street in West Lorne for the new Tim Hortons restaurant.

Public Works

- Public works staff assisted the landfill attendant with the free large item drop off days held on May 10, 12 and 13. Extra help was necessary to deal with the increased attendance and ensure proper sorting. The week went well and proved to be more efficient and environmentally responsible than the previous curbside collection model.
- Crews completed ditching and entrance improvements on McMurphy Line
- Operators removed the sod berm off a section of McLean Line east of Furnival Road to improve road drainage. De-berming of select gravel roads was also completed in May prior to final grading.
- Bridge washing took place at all structures identified within the County RMA.
- All rural intersections were swept by municipal staff and Mobile Sweep was in West Elgin to complete sweeping of the curb/gutter in Rodney, West Lorne and outlying areas with concrete curb.

- Temporary repairs were made to a county road culvert on Graham Road at Crinan Line. The County will add this location to their list for permanent repair in 2024.
- Staff replaced broken guiderail posts on Talbot Line after several were damaged overnight.
- The first cutting of grass was completed along county roads in May and secondary roads were started.
- Operators completed cold patching and sign repair at various locations within the municipality.
- Final grading of gravel roads started in May and the first load of dust suppressant was applied on May 11. As of month end, most roads not receiving maintenance gravel have been graded and brined. Sunny, breezy conditions over the last 6 weeks have dried the gravel roads significantly, which were already drier than normal due to a lack of frost from the winter season. In the absence of rainfall and humidity, there has been little moisture to make the dust suppressant effective. This can be seen when roads are darker/less dusty early in the morning and become lighter/dustier as the day progresses.

Parks & Recreation

- Operations at the Rodney Recreation Centre are slowing as activities move outdoors or groups begin the summer break. The facility will be available during July and August this summer as Day Camp has moved to their new home at Aldborough Public School and will not be renting the rec centre for programming.
- Washroom facilities at Miller Park and the marina were cleaned and opened for public use.
- Soccer and baseball schedules have started in West Lorne. This requires staff to prepare the grounds, hang nets and line the fields.
- A full grass cutting schedule has started at all locations including parks, marina, municipal buildings, and the town entrances.
- Hanging baskets arrived on May 25 for downtown Rodney and West Lorne and were hung by staff on May 26. Sponsorship signs will be up very shortly.
- There was a full-time position within the parks department and the successful candidate was Dawson Muscutt. Dawson has been with the municipality as a summer student and seasonal arena operator for 5 seasons. Congratulations Dawson!
- Summer students started with the department on May 8 and will assist with a variety of tasks including water flowers, cleaning washrooms and mowing grass.
- The pool cover has been removed and pool cleaning is underway. Staff have met with the head lifeguards and a draft schedule has been created. Swimming lesson registration will open June 1 and the full summer schedule will be posted shortly.

Respectfully submitted by,

Lee Gosnell,
Manager of Operations and Community Service

Report Approval Details

Document Title:	Monthly Operations Update - May 2023 - 2023-18-Operations Community Services.docx
Attachments:	
Final Approval Date:	Jun 1, 2023

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

Heather Bouw



Staff Report

Report To: Council Meeting

From: Corey Pemberton, Chief Building Official

Date: 2023-06-08

Subject: Building Department Summary Report – May 2023

Recommendation:

That West Elgin Council hereby receives the report from Corey Pemberton, CBO Re: Building Department Summary Report for the month of May 2023.

Purpose:


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

Background:

Please see attached Summary Report.

Respectfully submitted by,

Corey Pemberton, CBO

 MUNICIPALITY OF West Elgin				Municipality of West Elgin			
				Permit Comparison Summary			
				Issued For Period January - May			
Current Year to Date				Previous Year to Date			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	10	2,057	240,500	Accessory structures	8	4,052	589,000
Agricultural	10	10,951	2,506,450	Agricultural	1	428	100,000
Change of Use		-	-	Change of Use			
Commercial	1	-	1,200,000	Commercial	1	4,621	10,000
Demolition	4	640	104,200	Demolition	1	150	10,000
Heating		-	-	Heating			-
Industrial Building				Industrial Building			
institutional Building	2	10,060	765,000	institutional Building			
Miscellaneous	1	160	19,000	Miscellaneous			
Plumbing	1	200	3,000	Plumbing	1	300	10,000
Pools	4	2,140	85,706	Pools			
Residential Building	10	17,685	2,952,774	Residential Building	14	24,725	4,022,458
Sewage System	8	3,690	128,840	Sewage system	7	3,575	80,900
Signs	1		6,000	Signs			-
Combined Use		-	-	Combined Use			-
TOTAL	52	47,583	8,011,470	TOTAL	33	37,851	4,822,358

Current Year				Previous Year			
TOTAL PERMIT ISSUED		52			33		
TOTAL DWELLING UNITS CREATED		5			5		
TOTAL PERMIT VALUE		8,011,470			4,822,358		
TOTAL PERMIT FEE		47,583			37,851		
TOTAL INSPECTION COMPLETED(YTD)		212			219		

May 2022 Compared to May 2023							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	4	827	92,500	Accessory structures	1	400	1,200
Agricultural	1	484	40,000	Agricultural	1	428	100,000
Change of Use				Change of Use			
Commercial	1		1,200,000	Commercial			
Demolition				Demolition			
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building	1	309	15,000	institutional Building			
Miscellaneous	1	160	19,000	Miscellaneous			
Plumbing				Plumbing			
Pools	3	480	84,706	Pools			
Residential Building	2	4,190	559,852	Residential Building	3	3,495	373,000
Sewage System	2	560	37,500	Sewage System	1	325	5,000
Signs	1		6,000	Signs			
Combine Use				Combined Use			
TOTAL	16	7,010	2,054,558	TOTAL	6	4,648	479,200



TUESDAY,
MAY 23, 2023

Commemorating Oneida Heritage through Mural Collaboration

Chevron Signs to be Added to Imperial Road in Port Bruce to Address Safety Concerns

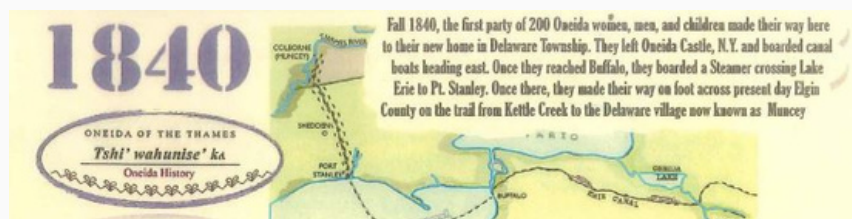
On the Road to Progress: Evaluating Traffic Concerns in Vienna

Unanimous Support for Addressing Concerns over Changes to East Elgin Secondary School's Potential Boundary Changes

Elgin County Council has given the green light for a mural to be placed on the west-facing external wall of the Elgin County Heritage Centre. The mural is set to showcase the 1840 journey of the Oneida Nation of the Thames, which saw them travelling from upstate New York, across Lake Erie, and through present-day Elgin County before settling on lands near the Thames River.

Elgin's Community and Cultural Services Department has forged a strong partnership with the Oneida Language & Cultural Centre in recent years. This has led to discussions on ways the two neighbouring communities can collaborate more closely on Indigenous programming and historical research.

This mural project will be painted on-site at the Oneida Language & Cultural Centre. These panels will be mounted together at the Heritage Centre to create a cumulative mural size of 8 feet by 16 feet. The project is set to be finished and installed by the end of 2023, with an unveiling ceremony planned for either fall 2023 or spring 2024.



ADVOCATING FOR ADDITIONAL FUNDING TO SUPPORT TERRACE LODGE'S REDEVELOPMENT PROJECT

The Ministry of Long-Term Care announced a Construction Funding Subsidy (CFS) Top-Up in November 2022 to aid in developing or redeveloping long-term care homes in Ontario. The funding was intended to speed up the creation of new long-term care beds before August 31, 2023, by providing eligible homes with an additional \$35 per bed per day.

Unfortunately, the redevelopment of Terrace Lodge (one of Elgin's three long-term care homes) is not eligible for the CFS Top-Up, as the development agreement was signed in March 2022. However, receiving the additional funding of \$35 per bed per day for 25 years would have been a significant boost for the project, as it could have supported most, if not all, of the debt repayment related to the capital loan taken out to rebuild Terrace Lodge. Moreover, this funding would benefit all residents of the County of Elgin by reducing the burden of debt repayment on the levy, particularly for Phases 2 and 3 of the project.

Council members have been actively trying to secure additional funding from the Ministry of Long-Term Care through delegations and meetings with Provincial officials. Staff have also discovered two other potential advocacy opportunities to support and advance Council's efforts to fund the Terrace Lodge Redevelopment Project.

CHEVRON SIGNS TO BE ADDED TO IMPERIAL ROAD IN PORT BRUCE TO ADDRESS SAFETY CONCERNS



The Township of Malahide requested the installation of guard rails on Imperial Road in the Village of Port Bruce. In response, Council instructed staff to install Chevron alignment signs on the road instead, based on the Ontario Traffic Manual, along the horizontal roadway curve immediately north of Rush Creek Line.

Even though it's not required at this location, the installation of Chevron signs is a reasonable solution to address the safety concerns raised by the Township of Malahide. Elgin County staff will monitor the area to ensure these signs are effective.

LOCAL FESTIVALS, EVENTS, AND SERVICES TO BE STRENGTHENED THROUGH COUNCIL'S COMMUNITY GRANT PROGRAM

In 2020, the Rural Initiatives and Planning Advisory Committee established the Community Grant Program (CGP) to determine how the Council's grant budget should be distributed. Every year, community organizations have the opportunity to apply for either the Community Services or Festivals and Events streams.

During the May 23rd County Council Meeting, 13 grant requests were approved for a total of \$72,900, equivalent to \$3.68 per household. Additionally, the County will provide \$500 towards Fanshawe College's Personal Support Work Program.



ON THE ROAD TO PROGRESS: EVALUATING TRAFFIC CONCERNS IN VIENNA

In response to a request received from the Municipality of Bayham, Council directed staff to complete the following:

- Conduct a traffic and speed study on Plank Road located at Chute Line in Vienna;
- Review the 50 km/h speed limit zone on Plank Road situated at Light Line in Vienna; and
- Provide a report on their findings during an upcoming Council meeting.

UNANIMOUS SUPPORT FOR ADDRESSING CONCERNS OVER CHANGES TO EAST ELGIN SECONDARY SCHOOL'S POTENTIAL BOUNDARY CHANGES

The Town of Aylmer has expressed their concerns to the County Council regarding the proposed changes that would affect the East Elgin Secondary School catchment area. Elgin County Council unanimously supported the matter and requested the Warden to write a letter to the Thames Valley District School Board outlining their concerns about these changes.

For the complete May 23, 2023, County Council Agenda Package, please visit the Elgin County [website](#).

From: Doug Reycraft <[REDACTED]>
Sent: Friday, May 19, 2023 2:33 PM
To: Doug Reycraft <[REDACTED]>
Subject: Community Schools Alliance

This is being sent to all members of the Community Schools Alliance. Our mailing list includes the head of council and a staff member of all municipal members and we ask that this be shared with all members of the municipal council. Please let me know if a different staff member should be added to our list.

Our 2023 Annual Meeting will again be held virtually using Zoom. The date this year is Tuesday, August 15 at 7 pm.

The terms of office of three of our current Executive Committee members will expire August 31 of this year. We have received two resignations from other committee members so we will be conducting an election to fill five positions on the Executive Committee as part of this year's Annual Meeting. A Call for Nominations will be emailed about June 6th but a 2023 Nomination Form is attached to this email.

Also attached are our Constitution as amended in August, 2023 and the text of a presentation I made recently to the Ontario Legislature's Standing Committee on Social Policy during its hearings on Bill 98, Better Schools and Students Outcomes Act.

Doug Reycraft

Chair
Community Schools Alliance
[REDACTED]

Presentation to the Standing Committee on Social Policy

Tuesday, May 9, 2023

Bill 98

Mr. Chair and members of the Committee. Good afternoon. My name is Doug Reycraft and I am appearing before you as the chair of the Executive Committee of the Community Schools Alliance. Thank you for the opportunity to address the Standing Committee on Social Policy today.

The Community Schools Alliance was founded in 2009 and has been active since that time. Our goals as stated in our constitution include having students offered the opportunity to be educated in their home community and to have school boards and municipalities work together to build partnerships that allow community resources and services to be delivered with education in joint-use facilities. There is much in the Better Schools and Student Outcomes Act that is consistent with these goals.

We were pleased to hear Minister Lecce's words about joint-use projects in his opening remarks in the debate on Bill 98. We fully agree that there is great benefit to a community, large or small, if a school board and a municipality can collaborate on building and operating a school and a community centre or recreation facility together instead of doing them in silos. We applaud the proposed amendment of the Education Act to require school boards to collaborate with municipalities to facilitate early and integrated planning for schools to meet current and future needs. That collaboration is already recommended by the Ministry's Community Planning and Partnerships Guideline announced in 2015. However, compliance with that Guideline has been inconsistent. Inserting the requirement into legislation and regulation will improve consistency.

The catalyst for the creation of the Community Schools Alliance was the widespread closure of schools in rural areas of the province around 2008. From its very beginning, the Alliance advocated strenuously for a moratorium on school closures, for changes to the Pupil Accommodation Review Guideline and for changes to the 'funding formula' to better address the needs of small schools in rural and northern Ontario.

Our Alliance welcomed the moratorium that was announced in June, 2017 and we appreciate that the government has maintained it. It has spared communities and students in rural and northern Ontario the turmoil and stress that results from the announced intention to close their school.

We also welcomed the opportunity to be very involved in the thorough consultation conducted to improve the Pupil Accommodation Review Guideline in 2017 and 2018. School boards develop their accommodation review and school closing policies using that provincial Guideline. That consultation concluded with the announcement of a new Guideline in April, 2018. Meanwhile, the moratorium remains in place and we were very pleased to hear Minister Lecce say in his opening remarks of the debate of Bill 98 “that it will stay in place until we have resolved long-standing concerns around the economic impacts of closing a school in a small town of this province”.

We recognize that the per pupil costs of operating a small school are greater than for a large one. There are several factors that make it impossible for certain economies of scale to be realized in small schools, regardless of whether they are full or under-utilized. Because of that, small schools been favourite targets of boards trying to downsize their total number of schools.

That reality will be somewhat mitigated by the Rural and Northern Education Fund. This fund, originally \$20 million and now up to \$21.6 million annually, was introduced at the same time as the announcement of the moratorium in 2017. It provides supplementary funding for school boards according to the number of schools each has that qualify under the formula for the Fund. Boards are required to use the RNEF funding to improve education results for students from rural and northern communities. In my own Board, the Thames Valley District, it has allowed extra staffing for at least three small secondary schools, each of which is the only secondary school in its town. The extra staffing permits those schools to provide a greater range of course options to satisfy the needs of their students. The Community Schools Alliance continues to advocate for a significant increase in the Fund to allow the qualifying schools across the province to enhance their program even more.

Much of the debate on Second Reading of Bill 98 addressed the 2023-24 funding of education recently announced by the Ministry of Education. The CSA shares the concern of the Official Opposition at Queen’s Park, school board associations and teachers’ unions that the increase in education grants will fall well short of the costs of inflation during the next school year. Failure to keep school board funding whole at a time of relatively high inflation will increase the pressure to close schools if and when the moratorium on school closures is ended. History tells us that the future existence of small schools in rural and northern Ontario will once again be at risk. Increasing the Rural and Northern Education Fund will help to mitigate that risk.

Thank you again for the opportunity to address the Committee today.

Constitution for the Community Schools Alliance

(As Amended August 9, 2022)

1. NAME OF THE ORGANIZATION

The name of the organization is the Community Schools Alliance.

2. MISSION STATEMENT

The Community Schools Alliance is a non-profit organization committed to working with the Ontario Ministry of Education, municipalities and school boards to achieve a collaborative process that results in democratically determined decisions regarding education infrastructure. Such decisions should be based on principles that consider the broad impact, including but not limited to both social and fiscal effects, of any changes to the infrastructure on students and their community

3. GOALS

- a. Students will have the opportunity to be educated in their home community.
- b. All school boards and municipalities must work together to build creative partnerships that allow community resources and services to be delivered in conjunction with education.
- c. When surplus space develops in a school, the school board and the municipality must work together to identify community uses for the space before considering closure of the school.
- d. The input of students, parents, the host municipality and the community to the student accommodation review process used by school boards must be considered.
- e. The provincial government's formula for funding public education must recognize the critical value of schools to the local economy and the social fabric in rural and northern Ontario communities.

4. MEMBERSHIP

- a. Every municipality in Ontario will have the opportunity to become a member of the organization by submitting the required fee with an application.
- b. Other individuals and bodies, including municipal organizations, may become members of the organization with the approval of the Executive Committee and upon payment of the required fee. However the membership fee shall be waived for an individual who is elected to the Executive Committee if the individual resides in a municipality that has paid its required membership fee but the individual has ceased to be an elected official of the municipal council.

5. EXECUTIVE COMMITTEE

- a. The affairs of the organization shall be controlled and managed by the Executive Committee. Subject to the terms of this constitution and to the resolutions of members adopted in the Annual Meeting, the Executive Committee may exercise all the powers of the organization.
- b. All members of the Executive Committee shall be members of the organization or elected officials of member municipalities.
- c. The Executive Committee shall comprise at least seven (7) but not more than thirteen (13) members and will consist of the following:
 - i. Chair;
 - ii. Vice-Chair;
 - iii. Secretary-Treasurer;
 - iv. A minimum of four (4) other persons.
- d. The initial Executive Committee shall be established by the first members of the organization referenced in 4.a. above.
- e. The term of office for the members of the initial Executive Committee shall extend until the next Annual Meeting but the members shall be eligible for re-election.

- f. At the first Annual Meeting of the Community Schools Alliance, eleven members shall be elected to the Executive Committee.
- g. At the first meeting of the Executive Committee following the first Annual Meeting, Executive Committee members shall identify four (4) members who shall serve a one-year term, four (4) members who shall serve a two-year term and three (3) members who shall serve a three-year term.
- h. Subsequent members of the Executive Committee shall be elected for a three-year term at an Annual Meeting.
- i. The Chair, Vice-Chair and Secretary-Treasurer shall be elected by the members of the Executive Committee following the Annual Meeting.
- j. Should a position on the Executive Committee become vacant, the remaining members of the Executive Committee may appoint a person to fill the vacancy and that person shall hold office for the balance of the term but shall be eligible for re-election.
- k. The office of an Executive Committee member shall become vacant if a member:
 - i. resigns;
 - ii. becomes unfit and/or incapable of acting as such;
 - iii. ceases to be a member of the organization;
 - iv. is removed by the Executive Committee by a resolution adopted by at least two-thirds (2/3) of its members.
 - v. misses three consecutive meetings.
- l. Meetings of the Executive Committee shall be convened by the Chair on not less than ten (10) days' notice to members of the Committee.
- m. Quorum for meetings of the Executive Committee shall be a majority of the members of the Committee.
- n. Whenever possible, meetings of the Executive Committee shall be by conference call or by videoconference.

6. ANNUAL MEETINGS

- a. Whenever possible, Annual Meetings of the organization shall be held in conjunction with the Annual General Meetings of the Association of Municipalities of Ontario.

- b. Annual Meetings shall be convened by the Chair on not less than twenty-one (21) days' notice to all members of the organization. The notice shall state the date, time and place of the meeting and, in broad terms, the business to be transacted at the meeting.
- c. The business of an Annual Meeting shall include:
 - i. the presentation and adoption of the Annual Report of the Chair;
 - ii. the consideration of the Annual Financial Statement for the preceding calendar year;
 - iii. the election of members to serve on the Executive Committee;
 - iv. other matters as may be considered appropriate.
- d. All members of the organization and all elected officials of member municipalities in good standing shall be eligible to vote at an Annual Meeting.
- e. All voting at an Annual Meeting shall be by show of hands except for the election of members of the Executive Committee which shall be by ballot.

7. FINANCIAL MATTERS

- a. An account in the name of the Community Schools Alliance shall be held by the Association of Municipalities of Ontario.
- b. All monies received by the organization shall be deposited in the abovementioned account.
- c. All expenditures shall be made by the Association of Municipalities of Ontario on the recommendation of the Chair and/or the Secretary Treasurer.
- d. The organization's financial year shall be the calendar year.
- e. The Secretary Treasurer shall prepare an annual budget for the Community Schools Alliance and shall see to the general administration of the budget.
- f. The Secretary Treasurer shall prepare an Annual Financial Statement for each financial year. The Annual Financial Statement shall include a statement of income and expenditure.

- g. All expenditures shall require the authorization by the Executive Committee and will be used to promote the objectives of the organization.
- h. No portion of the income of the organization shall be paid to any person or to any member of the organization or the Executive Committee except as:
 - i. reasonable compensation for services actually rendered to the organization;
 - ii. reimbursement of actual costs or expenses reasonably incurred on behalf of the organization.

8. MEMBERSHIP FEES

The Executive Committee shall determine the required annual membership fees for individuals, municipalities, municipal organizations and other bodies.

9. AMENDMENT OF THE CONSTITUTION

- a. This Constitution may be amended by a resolution of two-thirds (2/3) of the members present at an Annual Meeting.
- b. At least twenty-one (21) days' notice prior to the Annual Meeting stating the nature of the resolution to be proposed must be given to all members of the organization.

Nomination Form 2023

Executive Committee of the Community Schools Alliance

Candidates must be either (a) an elected member of the council of a municipality that has joined the Community Schools Alliance or (b) an individual who holds a personal membership in the Alliance as of July 1, 2022.

Nominee's Name (as it is to appear on the ballot):

Nominee's Municipality (if applicable):

Civic Address including postal code:

Email address: _____

Telephone: _____

I, the Nominee named in this Nomination Form, do hereby consent to such nomination and declare that I am qualified to be elected to the Executive Committee of the Community Schools Alliance.

Signature of Nominee and date:

From: Minister Seniors and Accessibility (MSAA) <MinisterSeniorsAccessibility@ontario.ca>
Sent: Wednesday, May 24, 2023 10:31 AM
To: Minister Seniors and Accessibility (MSAA) <MinisterSeniorsAccessibility@ontario.ca>
Subject: June is Seniors Month 2023 | Juin est le Mois des aînés 2023

Hello,

June is Seniors Month in Ontario. It is an opportunity to acknowledge and recognize the amazing seniors across this province and the positive impact they have made in our lives.

The theme for Seniors Month this year is **Working for Seniors**, which recognizes the importance of seniors keeping active, well and safe in their communities.

We all have seniors in our lives, whether they be friends, family or colleagues.

I, therefore, encourage you to proclaim June as Seniors Month in your municipality and to use the poster, sharables, factsheet and tip sheet attached to this letter celebrate our outstanding older adults.

I also encourage you to continue to be a champion of Seniors Month and to find ways to recognize seniors in your community through events or social gatherings and promote your events on your websites or through your social media channels.

Please consider following the ministry's official social media channels and tagging us in your Seniors Month communications, including photos and videos, using the hashtag **#SeniorsMonth2023**, to join in on the conversation!

- Twitter: [@SeniorsON](#), [@AinesON](#)
- Facebook: [Seniors Ontario](#), [AinesOntario](#)
- LinkedIn: [@Seniors and Accessibility](#)

For more information on supports for seniors, please visit [our webpage](#).

You can also find information on a wide range of topics for seniors and caregivers in our updated [Guide to Programs and Services for Seniors in Ontario](#). It contains information about health care, finances, housing, security and more.

Thank you for your support in celebrating Ontario's seniors.

Sincerely,
Hon. Raymond Cho
Minister for Seniors and Accessibility

Confidentiality Warning: This e-mail contains information intended only for the use of the individual emailed above. If you have received this e-mail in error, we would appreciate it if

Juin est le Mois des aînés en Ontario. C'est l'occasion de souligner et de reconnaître les merveilleuses personnes âgées de notre province et l'influence positive qu'elles ont eue sur nos vies.

Nous avons toutes et tous des aînés dans notre entourage, que ce soit des amis, des membres de la famille ou des collègues de travail.

Je vous encourage également à continuer d'être un porte-étendard du Mois des aînés et à trouver des occasions de souligner les aînés de votre collectivité au cours d'activités et de rencontres sociales et d'afficher vos activités sur vos pages Web et plateformes des réseaux sociaux.

- Twitter : [@SeniorsON, @AinesON](#)
- Facebook : [Seniors Ontario, AinesOntario](#)
- LinkedIn : [@Services aux aînés et Accessibilité](#)

Vous trouverez également des renseignements sur une foule de sujets touchant les aînés et leurs proches aidants dans notre [Guide des programmes et services pour les aînés en Ontario](#) récemment mis à jour. Il fournit de l'information entre autres sur la santé, les finances, le logement et la sécurité.

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Cordialement,
Le ministre des Services aux aînés et de l'Accessibilité,
Raymond Cho

Avis de confidentialité : Ce courriel contient des renseignements destinés exclusivement à son destinataire. Si vous avez reçu ce courriel par erreur, nous vous serions reconnaissants de bien vouloir nous en informer sur le site Web du ministère à l'adresse [Ministère des Services aux aînés et de l'Accessibilité](#) et de détruire tout exemplaire de ce message. Merci.

June is Seniors Month

Working for Seniors

Information for Seniors in Ontario

The [Ministry for Seniors and Accessibility](#) works with community organizations to offer supports and services to help seniors stay active, well, safe and socially connected through a range of programs and services. This year, the theme for Seniors Month is Working for Seniors.

Age-friendly communities

Age-Friendly Communities are inclusive, accessible environments with programs and services that help seniors stay connected. These communities can include:

- outdoor spaces and buildings that are accessible for seniors
- accessible communication and information about services and programs
- improved transportation services and housing for seniors
- more social and civic participation opportunities.

Learn more at ontario.ca/agefriendly.

Seniors Active Living Centre programs

Seniors Active Living Centre programs help local seniors stay active, become more involved in their community, and meet new friends in person or online. These programs include:

- unique social activities
- learning and educational opportunities
- recreational programming
- the Seniors Centre Without Walls virtual program
- online video sessions.

There are almost 300 programs across the province that serve 115,000 seniors annually.

To find a Seniors Active Living Centre program, please:

- visit the [Seniors Active Living Centre locator map](#)
- contact your municipality
- call 2-1-1.

June is Seniors Month

Working for Seniors

Seniors Community Grants

This program funds local not-for-profit community groups and organizations to deliver projects, supports and resources for seniors that provide opportunities for greater social inclusion, volunteerism and community engagement.

Find information about the [program online](#) or send an email to seniorscommunitygrant@ontario.ca.

Health811

Health811 is a free, secure and confidential service Ontarians can call or access online 24 hours a day, 7 days a week to receive health advice from qualified health professionals, such as a registered nurse, locate local health services and find trusted health information.

This service is available in both English and French, with translation support offered in other languages.

- Call: 811
- Toll-free TTY: 1-866-797-0007
- Chat live online
- Visit ontario.ca/Health811

Seniors Safety Line

Seniors Safety Line is a 24/7, confidential and free resource. It provides counselling, information, safety planning and referrals in 240 languages for seniors in Ontario who are experiencing, or are at risk of, any type of abuse or neglect.

Call Toll-free: 1-866-299-1011.

More information

Learn more about:

- Seniors Month at ontario.ca/SeniorsMonth.
- ministry programs and services at ontario.ca/msaa.
- resources for seniors with the updated [Guide to Programs and Services for Seniors in Ontario](#).
- for other programs and services available in your area visit: 211ontario.ca.
- Seniors' INFOnline
Call: 416-326-7076
Toll-free: 1-888-910-1999
TTY: 1-800-387-5559

Follow us on social  [@SeniorsON](#)  [@SeniorsOntario](#)  [@Seniors and Accessibility](#)

June is Seniors Month

Working for Seniors

Tips on how you can support Seniors Month 2023

Thank the seniors in your life for all their hard work and show them just how much they are appreciated:

- Send a "Thank You" message, either in person, over the phone, by mail or email, or on social media.
- Nominate a senior in June for an [Ontario Senior Achievement Award](#).
- Post a message on the Ministry for Seniors and Accessibility's [Facebook page](#).

Tell us what you are doing during Seniors Month

- Join our Seniors Month conversation on Twitter and Facebook by using **#SeniorsMonth2023**.
- Post photos of your Seniors Month celebrations and tag us on **Twitter: @SeniorsON**, and on **Facebook: @SeniorsOntario**
- Seniors volunteering and helping in their neighbourhood? Tell us about it! Tag us on **Twitter: @SeniorsON**, and on **Facebook: @SeniorsOntario**

Promote Seniors Month to your friends and family

- Share health and fitness tips for seniors.
- Post info about seniors' events taking place during Seniors Month (via link to community centres/municipalities)
- Feature topics of interest to seniors (retirement, financial scams and fraud, elder abuse, housing, driving, recreation, and learning) in your posts.
- Provide Seniors Month resources to celebrate the month: poster, factsheet, or ideas to celebrate Seniors Month.

195 Wellington St., Wardsville, Ontario N0L 2N0

May 15, 2023


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

Dear Acting Mayor Leatham and Members of Council

I would like to take this opportunity to introduce myself. My name is Linda Long and I am the Executive Director for Quad County Support Services. Our organization supports adults with developmental disabilities in the municipalities of Southwest Middlesex, West Elgin, Dutton and the Eastern portions of Lambton and Kent Counties. This year, Quad County is celebrating 60 years of supporting individuals with developmental disabilities to live their best lives in community. Our vision is to provide authentic and meaningful participation in community for all, where every person belongs and is valued, respected and treated with dignity.

We will be celebrating this milestone with an Open House on June 11, 2023 at the Glencoe Agricultural Hall, 268 Cunie St. Glencoe. The event will run from 2-4 pm. Please find the formal invitation accompanying my letter. I have also enclosed our most recent newsletter for your viewing pleasure. We would love to have all members of council join us to get better acquainted and take a stroll down memory lane.

Most Sincerely,



Linda Long
Executive Director
Quad County Support Services
www.quadcounty.ca



Share your pictures
from the last
60 years!

Email them to
info@quadcounty.ca

We want to hear from you!

Have ideas for a community program or questions about services and supports we provide? There are lots of ways to connect.



info@quadcounty.ca



FACEBOOK PAGE:

Quad County
Support Services



WEBSITE:

quadcounty.ca



EVENTS:

quadcounty.ca/events

Save the date...

Join

Quad County Support Services
as we celebrate 60 years
of growing community.



Sunday, June 11
2 to 4 pm

Glencoe Agricultural Hall

We invite family and friends who want to take a stroll down memory lane and see familiar faces to join us for an afternoon of fun.

Come celebrate with friends!

Celebrating 60 years of service

It's hard to believe I've been with Quad County Support Services for more than half of its history. I started as a summer student in 1986.

This year we're celebrating our 60th anniversary of growing community and supporting people with developmental disabilities. While a lot has changed over the years, one thing that stays the same is the commitment to individuals and their families in providing supports to help people live their best lives.

We have a 60th anniversary committee that is hard at work planning for our big June 11 celebration. Thank you for your time and we can't wait to get together to mark the anniversary in person.

We're also finding ways to celebrate our milestone throughout the year. Members have been looking at pictures and memorabilia. You may have seen some of our blast from the past photos on Facebook. I've enjoyed reading the comments and memories people are sharing.

This spring has been a busy time. On March 21 we marked World Down Syndrome Day with Rock Your Socks event. We were overwhelmed

with the amount of community support with businesses, schools and individuals decorating their spaces and wearing their awesome socks.

In April we're celebrating Autism Acceptance Month. We're wanting to move from awareness to acceptance of the unique gifts autistic individuals bring. Recent estimates are that 1 in 37 (even 1 in 30) children have autism.

As we move through spring, May is Community Living Month. Plans are underway to light Glencoe, and other communities, green and blue, the colours of Community Living. Watch for more updates on our Facebook page.

There's definitely a theme of celebration in the air this spring!

We look forward to celebrating our 60th anniversary with you this year.

Linda Long, Executive Director



Supporting individual interests

It's with great excitement that we announce the creation of a new Community Activator position. Aya MacDonald has been hired to take on this role.

Aya is passionate about helping people grow and glow. Prior to joining our team, she worked as a learning and development specialist. Her job was to focus on people's strengths and create plans to help them achieve their full potential.

Originally from Japan, Aya has also lived in New Zealand and Canada. She loves being in nature, riding bicycles and playing board games. Aya speaks English, Japanese and is learning Ojibwe.

As our Community Activator, she is looking forward to connecting with each individual and their family to create a person-directed plan that is based on the unique needs and interests of the individual. This is a key strategic pillar for our organization - ensuring individuals have a leading role in developing their plans instead of plans being developed for them.

These plans will help guide staff to ensure activities and goal setting is done based on the individual's interests. Aya will monitor the plans to ensure they are continually reviewed and updated, reflecting the current interests of individuals.



Spotlight:

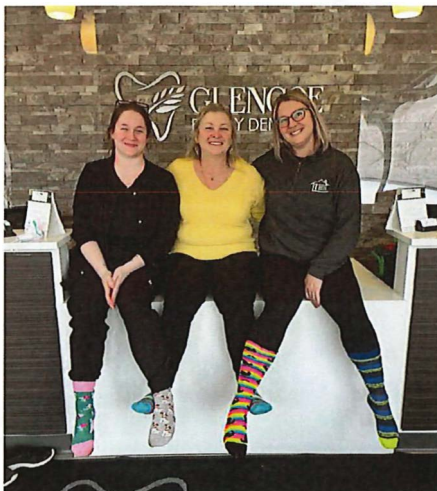
Find more pictures on our Facebook page and follow us to be part of the Quad County community!

n

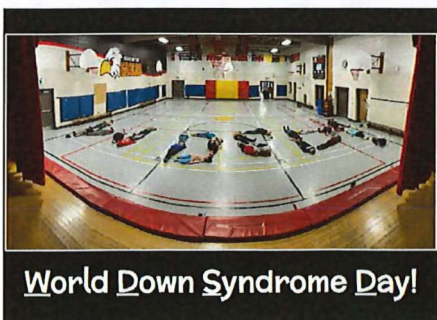
FACEBOOK PAGE:

Quad County Support Services

We're regularly posting on Facebook photos!
We encourage you to follow, comment and help
grow our Facebook 'Quad Community'.



ROCK YOUR SOCKS
IT'S WORLD DOWN SYNDROME DAY



A stylized illustration of a hand dropping a coin into a piggy bank. The hand is light brown with a blue sleeve. The coin is yellow with a black dollar sign. The piggy bank is white with green horizontal stripes and a large red heart. The background is dark red.

Each month, individuals we support and our staff visit the 27 businesses that have donation cans on their counters.

They then give the cans to the committee who donates the money to local organizations.

Thank you to everyone who donates and to the dedicated volunteers who collect these cans, rain or shine.

The funds are distributed to the following organizations:

January- Ministerial Benevolence Fund

February- Glencoe Food Bank

March - Re:Generation Centre

April - Quad County Support Services

May- Sundays at the Station

June-SWM Canada Day Celebrations

July- ELM Children's Centre

August - Women's Rural Resource Centre

September - St.Vincent de Paul

October- Glencoe Agricultural Society

November - FCHS Foundation

December - Community Christmas Dinner

If you're interested in hosting a can, email d.hoover@quadcounty.ca.

Work continues on the strategic pillars that we refined back in December. Under the long-term sustainability pillar, we've been working on implementing inclusive systems.

In the coming weeks, we'll be launching a web-based payroll system that will make our financing more efficient, saving staff time.

We'll be rolling out more updates to staff in the coming weeks.





Staff Report

Report To: Council Meeting

From: Lee Gosnell, Manager of Operations & Community Services

Date: 2023-06-08

Subject: Elgin County Roads Maintenance Agreement

Recommendation:

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

That West Elgin Council approve in principle the amended County Roads Maintenance agreement (attached) and authorize staff to request the County to prepare the finalized agreement based on this amended version.

Purpose:

The purpose of this report is to seek West Elgin Council's approval, in principle, for the amended County Road Maintenance agreement attached as Appendix 1 and direct staff to request County Staff to craft the final agreement for adoption. Note, the attached agreement is for Central Elgin and was used as the source document, but finalized versions will be created for each Municipality.

Background:

The local municipalities and the County have been working collaboratively to update the existing County Road Maintenance agreement. While major pillars of the agreement remain unchanged, the proposed alterations will influence how the Municipality completes work under the agreement.

Changes to the agreement include,

Change/Alteration	Reasoning	Affect on Municipality	Staff Comments
Detailed Invoicing - the agreement now includes methodology to submit invoices with work order summaries quarterly	<ul style="list-style-type: none"> - inconsistent data to support adjusting the compensation for road maintenance. - track real costs for the County and Municipality 	<ul style="list-style-type: none"> - Municipality already tracks county and municipal expenses separately and provides a detailed financial breakdown to County staff annually - Citywide software (already in use) can track work orders for invoicing purposes 	<ul style="list-style-type: none"> - Staff support this change as it offers paths to improved service delivery for County and Municipality (i.e., public service requests, payroll, asset management information, accounting etc.)
Formalizing Equipment Rates	<ul style="list-style-type: none"> - various charge out rates used in local municipalities 	<ul style="list-style-type: none"> - staff will use provincial rates for equipment 	<ul style="list-style-type: none"> - Support/No Concerns
Submission of Inspection Reports	<ul style="list-style-type: none"> - Provide proof of inspection 	<ul style="list-style-type: none"> - Will need to keep records of inspection and deficiencies 	<ul style="list-style-type: none"> - Support/No Concerns
Creation of Operations and Governance Committees	<ul style="list-style-type: none"> - Provide working groups for continued dialogue and collaboration - Provide oversight of the agreement 	<ul style="list-style-type: none"> - Operations Committee is a formalization of what was quarterly meetings, and there is no change in effort level. - Governance is a new committee that would require the CAO or designate to attend scheduled meetings 	<ul style="list-style-type: none"> - Operations Committee is supported as part of continued collaboration. - Governance could be removed as it seems to add an unnecessary layer of bureaucracy, contractual concerns are rare and, if required, could be handled at CAO level ad-hoc.
Bicycle Facility Standards	<ul style="list-style-type: none"> - With growing emphasis on multi-modal transportation, particularly active transportation, these standards are now required 	<ul style="list-style-type: none"> - Maintain cycling facilities to specified standards 	<ul style="list-style-type: none"> - No Concerns - West Elgin already maintains bicycle lanes along Pioneer Line and Graham Road
General Clarification of Maintenance Expectations	<ul style="list-style-type: none"> - Continual improvement 	<ul style="list-style-type: none"> - Minor adjustments to procedures 	<ul style="list-style-type: none"> - No Concerns

In addition to staff review, a third-party legal review has been completed on behalf of all the lower tier municipalities, resulting in minor revisions to ensure legal compliance and clarity. Once approved in principle the County will need to finalize schedules, road classifications, and reimbursement rates for each local Municipality, at which point Council can approve the final agreement.

Staff recommends Council's approval in principle of the amended County Road Maintenance agreement and request the County to prepare the finalized agreement for approval. This collaborative effort between the local municipalities and the County will ensure efficient service delivery and foster transparency in road maintenance operations for the benefit of our local and broader community.

Financial Implications:

It is anticipated that financial reimbursement from the County will remain in alignment with the previous agreement subject to CPI increases.

Policies/Legislation:

Respectfully submitted by,

Lee Gosnell
Manager of Operations & Community Services

Report Approval Details

Document Title:	Elgin County Road Maintenance Agreement - 2023-19-Operations Community Services.docx
Attachments:	- Appendix 1 - County Roads Maintenance Agreement.pdf
Final Approval Date:	Jun 1, 2023

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

Heather Bouw

COUNTY ROADS MAINTENANCE AGREEMENT

THIS AGREEMENT made effective, in quadruplicate, ~~as of the~~ this 1st day of January, 2023.

B e t w e e n:

THE CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called the "County")

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS:

- a) The County has, by by-law, established certain roads or public highways located within its boundaries and, further thereto, incorporated such roads, highways, and related bridge facilities into its arterial road system;
- b) The Municipal Act, 2001, S.O. 2001, c. 25, as amended (hereinafter the "Municipal Act"), permits a municipality to enter into agreements for the joint management and operation of, among other things, a road system;
- c) By Order made by Allan Leach, Minister of Municipal Affairs and Housing on May 15, 1997 and effective January 1, 1998, the responsibility for among other things, maintenance of the County road system was transferred from the County to lower-tier municipalities;
- d) The County and the Municipality as identified above have reached agreement as to the terms by which the Municipality shall undertake such maintenance responsibilities in respect of roads, highways, and related bridge, culvert, and drainage facilities incorporated in the County road system and which are located within the boundaries of the Municipality;

NOW THEREFORE this Agreement witnesseth that, in consideration of the mutual covenants herein contained and upon the terms and conditions expressed herein, the parties hereto agree with each other and their respective administrators, successors, and assigns as follows:

1.0 General

Guiding Principles

- 1.1 For purposes of interpretation and implementation of the provisions of this Agreement, the parties hereto agree that the guiding principles of such provisions include but are not necessarily limited to the following:
 - i) The Municipality shall deliver the Services contemplated by this Agreement to the standards outlined herein, including, when and where applicable, to the then current minimum maintenance standards as established by the Province of Ontario, currently as prescribed in O.Reg. 239/02, as amended, entitled "Minimum Maintenance Standards for

Municipal Highways” as may be further amended, updated, and/or replaced.

- (ii) The Municipality shall deliver the Services contemplated by this Agreement to the applicable standards as outlined herein, irrespective of annual operating cost fluctuations.
- (iii) The Municipality shall have the discretion and flexibility to perform the Services contemplated by this Agreement utilizing any service delivery method or methods it chooses, so long as the standards outlined herein are satisfied.
- (iv) The annual compensation payable to the Municipality as contemplated by this Agreement is intended to provide fair, reasonable, and sufficient payment for the anticipated average costs of road maintenance and repair Services to be delivered by the Municipality during an average calendar year.
- (v) The Municipality will be entitled to receive the full amount of annual compensation as contemplated by this Agreement, irrespective of annual operating cost fluctuations.
- (vi) In its discretion, the Municipality shall have and exercise financial control over annual compensation contemplated by and received under this Agreement, including the ability to appropriate all or any part of such compensation to municipal operations and/or resources as it chooses or deems reasonable.

Schedules

1.2 The following schedules are attached to and shall form part of this Agreement:

- (i) Schedule "A" referred to as a detailed description of roads and bridge/culvert/drainage facilities for which maintenance/repair services are required in the Municipality;
- (ii) Schedule "B" referred to as a sketch identifying location of relevant County roads and bridge/culvert/drainage facilities in the Municipality;
- (iii) Schedule "C", referred to as Scope of Services;
- (iv) Schedule "D" referred to as Monthly Invoice Format;
- (v) Schedule "E" referred to as Payment Schedule;
- (vi) Schedule "F" referred to as Quarterly Road Works Report (Municipality to County) Format;
- (vii) Schedule "G" referred to as Year-End Financial Statement (Municipality to County) Format;
- (viii) Schedule "H" referred to as the Winter Road Salt Use and Winter Control Operations Questionnaire Format;
- (ix) Schedule "I" referred to as Quarterly Inspection Report (County to Municipality) Format;
- (x) Schedule "J-1" referred to as Terms of Reference - Operations Committee; and,
- (xi) Schedule "J-2" referred to as Terms of Reference - Governance Committee.

For purposes of clarity and with respect to Schedule "C" (including the appendix thereto) above, it is agreed and acknowledged that the obligations, duties, requirements, and standards hereunder must be read and interpreted in conjunction with the complete text of this Agreement, including but not limited to s. 1.1 above as well as established principles of contract interpretation.

2.0 Definitions

2.1 For purposes of this Agreement,

2.1.1 "Road", "County Road", or "Road Allowance" shall have identical meaning and shall include that area of land comprising and recognized as a public road allowance at law, including but not limited to the travelled and untravelled portions of any road, highway, street or public right-of-way.

2.1.2 "County Superintendent" shall mean the County Engineer for the ~~Corporation of the~~ County of Elgin or his or her designate or designates.

2.1.3 "Municipal Superintendent" shall mean the Manager of Public Works for the ~~The Corporation of The~~ Municipality ~~of Central Elgin~~ or his or her designate or designates.

2.1.3.1.4 "Services" shall mean all of the maintenance and repair services required to be performed by the Municipality pursuant to this Agreement.

3.0 Term

3.1 The parties agree that this Agreement shall come into effect ~~as of on~~ the 1st day of January, 2023, which date shall hereinafter be referred to as the "~~e~~Commencement ~~d~~ate".

3.2 This Agreement shall commence on the ~~e~~Commencement ~~d~~ate and shall continue until the 31st day of December, 2027 (the "Term") at which time it shall terminate; provided that the parties, by written Agreement executed prior to December 31, 2027, may extend the Term hereof for a further five (5) year period, commencing on the 1st day of January, 2028, and ending on the 31st day of December, 2032.

4.0 Maintenance/Repair Services

4.1 The Municipality hereby agrees to maintain and keep in repair those Road Allowances and bridge/culvert/drainage facilities, as identified on Schedule "A" and "B" hereto.

4.2 For purposes of clarity, attached as Schedule "B" to this Agreement is a sketch generally identifying the Roads and bridge/culvert/drainage facilities which are the subject of this Agreement and the maintenance and repair obligations set forth in clause 4.1 above. In the event of a conflict between the provisions of Schedules "A" and "B" hereto, the provisions of Schedule "A" shall prevail.

4.3 For purposes of clarity,

4.3.1 where a County Road intersects a road owned by or otherwise under the jurisdiction of the Municipality, the continuation of the County Road to its full width across the road so intersected is considered part of the County Road.

4.3.2 where a County Road intersects a Provincial Highway owned or otherwise under the jurisdiction of the Province of Ontario and/or the Ministry of Transportation - Ontario, the continuation of the said Provincial Highway to its full width across the County Road so intersected is deemed to be part of the Provincial Highway and not part of the County Road and, as such, is not subject to the obligations set forth in this Agreement.

4.4 Subject to s. 4.10 below, the Municipality covenants to perform maintenance/repair services upon those Road Allowances and bridge/culvert/drainage facilities identified in Schedules "A" and "B" hereto, at

all times utilizing competent supervisors and workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement. The maintenance/repair services to be provided by the Municipality and the standards to which such Services are to be provided are as identified and/or contemplated by the Scope of Services as attached as Schedule "C" hereto, which Schedule further includes photocopies of relevant ~~Elgin Municipality~~ maintenance/repair policies as reflecting upon performance of those Services.

- 4.5 Road maintenance/repair services in addition to the Scope of Services identified in Schedule "C" may be performed by the Municipality by mutual agreement between the Municipal Superintendent and the County Superintendent. In the event that additional services beyond those provided for in the Agreement are required by the County, the County Superintendent ~~shall may, but is not required to,~~ identify such services to the Municipal Superintendent and the Municipality, ~~through the Municipal Superintendent, and the Municipality, through the Municipal Superintendent,~~ shall have the option of either ~~agreeing seeking~~ to perform such work or declining to perform such work. In the event that the Municipality ~~agrees seeks~~ to perform such work and save and except in the case of an emergency as determined by the County Superintendent in his unfettered discretion, the County Superintendent, or his designate, shall deliver a written scope of intended additional services to the Municipality by the Municipal Superintendent. If the Municipality thereafter ~~agrees seeks~~ to perform such services, the Municipal Superintendent shall prepare and deliver a written cost estimate to the County Superintendent, who shall have the option of either accepting the said cost estimate or rejecting such estimate, in which former case, the accepted estimate shall constitute the mutual agreement for such additional services between the parties as referred to above. In the event that the Municipality, in the first instance, rejects the opportunity to seek to perform such additional services or the County, in the second instance, rejects the written estimate prepared and delivered by the Municipal Superintendent, then in either such instances, the County shall be at liberty to arrange for the additional services to be performed by a third party contractor other than the Municipality.

Without limiting the generality of the foregoing, ~~but~~ in the case of an emergency as determined by the County Superintendent and without restricting the authority of the County Superintendent to retain a third party contractor to perform the required work, the requirement for delivery of a written scope of intended additional services is waived and the County Superintendent and the Municipal Superintendent may agree that the Municipality shall perform such additional services as is required to address the said emergency, under which agreement the said additional services ~~shall may~~ be costed and invoiced by the Municipality to the County on a time and materials basis, ~~but without~~ administrative surcharge(s) ~~not~~ exceeding five percent (5%) of the cost of such services prior to accrual of taxes; provided at all times that, prior to performance of any such additional services, the terms of such arrangement, including but not limited to costing and invoicing on a time and materials basis, must be confirmed in writing, including by exchange of email, between the County Superintendent and Municipal Superintendent.

In those circumstances in which additional maintenance/repair services are completed by a third party contractor, the County shall take all reasonable steps to ensure that such ~~Services Works~~ are at all times rendered by workers properly trained in the delivery of road maintenance and repair services as contemplated by this Agreement and otherwise overseen by competent supervisors and, furthermore and at all times, that such ~~Services Works~~ shall satisfy any and all applicable provincial and/or ~~mMunicipality~~ standards, whichever is higher.

In those circumstances in which such additional maintenance/repair services are completed by the Municipality and the Municipal Superintendent is of the opinion that certain road maintenance/repairs are of an emergency nature and that such notice to the County Superintendent is not practical and, as such, the

Commented [AV1]: County may as for wording to be "may" not shall this is to provide operational flexibility if in the opinion of the County it would be more efficient to reach out to third party right away

Commented [AV2]: Staff have no concerns with this

Municipal Superintendent shall have the right to arrange for and complete those emergency services and shall thereafter notify the County Superintendent within the next working day of the services so provided.

The Municipality shall prepare and deliver an invoice to the County for such additional maintenance/repair services, including any such emergency services, in accordance with paragraph 5.2 below and the County shall pay such invoice in accordance with paragraph 5.3 below.

4.6 With respect to standards to which the Scope of Services set forth in Schedule “C” to this Agreement are to be performed, the parties hereto acknowledge and/or agree as follows:

4.6.1 As and where applicable and unless otherwise indicated, the parties agree to the application of the regulatory standard to the associated maintenance or repair Service as specified within the then current Minimum Maintenance Standards established by the Province of Ontario by Regulation passed pursuant to the Municipal Act, ~~2001, S.O. 2001, c. 25, as amended~~. In the event of any change to an applicable regulatory standard(s) by the Province of Ontario, the County Superintendent and Municipal Superintendent shall review such revised standard(s) in relation to the Scope of Services to determine whether the said standards as revised by the Province of Ontario are greater than or less than any applicable requirement(s) of the Scope of Services. In this regard and in the event that the Province of Ontario has revised a standard(s) that is(are) higher than that applicable to or contemplated by the associated maintenance or repair Service(s), then the parties shall adopt those higher performance standards and, if necessary, present to County Council and Municipal Council any amendments required to this Agreement.

4.6.2 The standards for maintenance and/or repair Service(s) not specified within the Minimum Maintenance Standards are to be performed to the standard referenced in Schedule “C” hereto, including but not necessarily limited to an associated policy referenced and/or attached thereto. Any change in such standard requires the consent of both parties hereto and a formal written amendment hereto pursuant to s.15.3 herein.

4.7 The County Superintendent and the Municipal Superintendent shall each advise the other of repair and construction works that are scheduled along both County Roads and intersecting Municipal Roads on an annual basis to permit the Municipality the opportunity to arrange its work schedule in anticipation of those works upon any County Road. The County Superintendent shall also provide to the Municipality, for information purposes only and immediately upon granting of such permits or approvals, copies of any written permits or approvals which are granted to third parties by the County Superintendent in respect of work upon or use of any County Road Allowance.

4.8 ~~Without limiting the maintenance obligation of the Municipality as set forth above or herein, t~~The parties acknowledge and agree that the Municipality shall not be called upon to maintain and/or repair a County ~~R~~road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement where such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass has been constructed and/or reconstructed by the County or a subcontractor retained by the County to a condition which would fail to meet established County standards for such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such construction and/or reconstruction; provided that the Municipality shall be obliged to so maintain and/or repair any such County ~~r~~Road, bridge/culvert/drainage facility or highway bridge/overpass pursuant to this Agreement at all times after such infrastructure has been remediated to a condition to meet established County standards for such County ~~r~~Road,

bridge/culvert/drainage facility or highway bridge/overpass or contract requirements for such initial construction and/or reconstruction. The County shall provide written notice of all warranty terms and periods to the Municipality so that the Municipality can monitor its obligations under this paragraph.

- 4.9** Further to those maintenance obligations referred to above, the Municipality also agrees to provide routine winter maintenance, including but not necessarily limited to snow removal and sanding, of highway bridges and overpasses not owned by the County but connecting at least to portions of County roads. The parties acknowledge that such highway bridges and

overpasses are identified in Schedules "A" and "B" to this Agreement and that such facility shall be maintained in accordance with the Scope of Services for Elgin Road System attached as Schedule "C" to this Agreement.

- 4.10** ~~Notwithstanding that set forth in s.4.4 above but at all times s~~Subject to the dispute resolution process detailed in s. 12 below, the parties further agree that in the event of a dispute as to the interpretation of the Scope of Services prescribed by the County for the Elgin Road System, the decision of the County Superintendent, acting reasonably, shall prevail.

- 4.11** The County and the Municipality, as the case may be and in respect of the various obligations, acknowledgements, and agreements set forth in this s. 4 above, further acknowledge and agree as follows:

4.11.1 Without limiting the generality of that set forth above but subject to the review and adoption process provided for in s. 4.6 above, the Municipality hereby specifically acknowledges and agrees that, unless otherwise indicated, the maintenance and/or repair works undertaken upon County ~~R~~Roads, bridge/culvert/drainage facilities and/or highway bridge/overpass pursuant to this Agreement shall at all times and in all ways satisfy the then current standards established by the Province of Ontario pursuant to the Municipal Act, ~~2001~~, and/or any Regulations passed thereunder, including but not limited to those standards established and known municipally as Minimum Maintenance Standards. The Municipality hereby further acknowledges and agrees that its road maintenance/repair practices are of a nature and of a quality to satisfy all applicable statutory and/or regulatory obligations or standards for maintenance or repair a highway or associated facilities.

4.11.2 The County hereby specifically acknowledges and agrees that, in arranging for completion of works upon any County ~~R~~Road, bridge/culvert facility, and/or highway bridge/overpass, including the construction or reconstruction thereof, by a third-party contractor,

- (a) it shall use its best efforts to ensure that such works, by design and upon completion and acceptance, shall satisfy all applicable provincial and/or municipal standards for such construction and/or reconstruction;
- (b) it shall utilize appropriate contract documents to satisfy the commitment set forth in subsection (a) above;
- (c) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of the anticipated timing and detail of such works to be performed by a third party contractor upon any County Road, bridge / culvert facility, and/or highway bridge/overpass to which this Agreement applies;
- (d) in circumstances in which deficiencies in the said works are discovered, it shall use its best efforts to seek correction of such

deficiencies by the involved contractor, including through reliance upon any warranty provided by such contractor; provided that the County shall at all times have the discretion to choose not to seek correction of such deficiencies by such contractor or in reliance upon such warranty but to seek correction by any other contractor or through any other arrangement.

- (e) during any period of time to which a specific warranty from a third-party contractor who completed Works upon any County ~~R~~Road, bridge/culvert/drainage facility, and/or highway bridge/overpass shall apply, the ~~County shall not require the~~ Municipality shall not be required to perform maintenance/repair services as contemplated by this Agreement to improve the condition of such Works to meet any applicable provincial and/or municipal standard prior to such Works being accepted by the County; ~~provided that it is otherwise understood that the Municipality may be required to perform maintenance/repair services in relation to such Works as contemplated by this Agreement in circumstances in which the applicable standard had been previously achieved as of the date of acceptance of the Works by the County but that, by use or otherwise, such maintenance/repair services are then required to again achieve such standard;~~
- (f) it shall use its best efforts to provide timely notification to the Municipality, by the Municipal Superintendent, of both satisfactory performance and completion of works by such third party contractor and/or, in the case of repair or remediation of any defect or deficiency caused by or attributed to the said or any other contractor, whether pursuant to a warranty or not, satisfactory repair or remediation of such defect or deficiency as well as the resultant commencement or re-commencement of the Municipality's maintenance and repair obligations as provided for herein in respect of the said County Road and/or bridge/culvert/drainage facility; and,
- (g) upon ~~reasonable~~ demand by the Municipality, the County shall produce to the Municipality any records relating to inspection, deficiency correction, and/or acceptance of such works by or as between the County and any involved third-party contractor.

5.0 Payment to the Municipality

5.1 For maintenance/repair services as contemplated by the Scope of Services attached as Schedule "C" hereto, the Municipality shall receive the annual base payment of \$796,941.70 for services rendered during each calendar year of the Term of this Agreement, provided that the said annual base payment shall be adjusted on an annual basis, effective January 1 of each calendar year of the term of this Agreement, commencing January 1, 2024, in accordance with the Consumer Price Index (CPI) for Ontario (All Goods) for the month of October of each year, commencing October, 2023. The Municipality shall submit a summary invoice in accordance with the sample attached as Schedule "D" hereto to the County on or before the 10th day of each month, commencing February 10, 2023, and continuing through and including January 10, 2028 and in accordance with the corresponding monthly percentage of annual base payment as set out in Schedule "E" attached, for such services rendered within the previous calendar month, such invoices to provide and, as required, be accompanied by the following reports:

- 5.1.1 within each such monthly invoice, the Municipality shall confirm the details of at least one (1) inspection of County ~~R~~roads and bridge/culvert/drainage facilities as contemplated by this Agreement and completed within the previous month period to which the invoice applies, including the date and time of the inspection and the name of the person completing that inspection;

- 5.1.2 on or before the 10th day of April, July, October, and January of the Term of this Agreement but furthermore including January 10, 2028, and commencing April 10, 2023, a Quarterly Road Work Report detailing the Services contemplated by this Agreement and as performed by or on behalf of the Municipality during the previous three (3) full months' time period, such Report to be prepared and delivered in the format set forth in Schedule "F" hereto ;
- 5.1.3 by February 15th of each calendar year, commencing February 15, 2024, and continuing to and including February 15, 2028, and in accordance with the format set forth in Schedule "G" hereto, Year-End Financial Statements detailing total repair/maintenance costs in respect of County Roads, for the previous full calendar year, including but not limited to line items for labour, equipment, material/contracts, administration and other costs for each Service item as identified in Schedule "C" hereto; and,
- 5.1.4 by May 10th of each calendar year, commencing May 10, 2023, a complete Winter Road Salt Use and Winter Control Operations Questionnaire for the previous twelve (12) month period ending April 30th of each such calendar year and in the format set forth in Schedule "H" hereto.
- 5.2** For additional maintenance/repair services, including emergency services, as provided for herein and at all times within 60 days of completion of such Services, the Municipality shall, within a monthly invoice prepared and delivered in accordance with ss. 4.5 and 5.1 above, charge the County for the agreed cost of such Services, provided that the details of such work and cost calculation thereof, including photocopies of any third party charges, are set forth within such invoice and otherwise accounted for within the applicable Quarterly Report as contemplated in s. 5.1 above.
- 5.3** The County shall forthwith pay the monthly invoice submitted by the Municipality in compliance with the requirements set forth in paragraph 5.1 and 5.2 above, provided that the County shall not be required to pay any such invoice submitted by the Municipality which is not in compliance with those requirements and/or in respect of any invoice item which is disputed by the County. In addition and for purposes of clarity, in the event that the Municipality has failed to deliver a report or reports as contemplated by either paragraph 5.1 above or otherwise failed to comply with its obligations pursuant to paragraphs 5.2 above or 8 or 9 below, the County may withhold ten per cent (10 %) of the value of any then current invoice and all subsequent invoices as rendered to it by the Municipality until the Municipality has corrected such deficiency and brought itself into compliance with its obligations pursuant to this section and this Agreement.
- 5.4** As guidance to the preparation of invoices and/or reports as set forth in this s. 5.0, the following principles shall apply:
- 5.4.1 Labour costs should be reported as actual costs of applicable salary and benefits paid.
- 5.4.2 Equipment costs should be reported as applicable machine hours, utilizing OPSS-127 rates most recently published by the Ministry of Transportation Ontario.
- 5.4.3 Material and Contract costs should be reported as invoiced to the Municipality by an applicable vendor.
- 5.4.4 An annual flat fee of up to 5% of the total annual County Road

Maintenance Allocation may be reported by the Municipality as administrative charges within its Year-End Financial Statement.

- 5.4.5 All other applicable road maintenance/repair expenses related to County Roads and facilities as contemplated in this Agreement should be reported as "Other" within the Year-End Financial Statement submitted by the Municipality and which Statement should be accompanied by documentation supporting such expenses.

5.5 If any portion of the County Roads that are subject to this Agreement undergo significant improvements during the Term of this Agreement, including without limitation changing from a rural to an urban cross-section, which have the effect of increasing the costs of maintaining that portion of the County Roads, the parties agree to amend the amount payable hereunder to reflect any demonstrated increased costs attributable to the improvements.

- 5.6 For purposes of further clarity, the parties hereto acknowledge that payments made and invoices rendered hereunder do not affect assessments applicable to or charged in respect of Municipal drains established pursuant to the Drainage Act, R.S.O. 1990, c. D.17, as amended.

6.0 Insurance

- 6.1 The Municipality shall, during the term of this entire Agreement, obtain and maintain for the benefit of the County, a comprehensive general liability insurance policy in the amount of not less than ten million (\$10,000,000.00) dollars per incident, such policy providing insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of services and/or obligations that are undertaken pursuant to this Agreement; for purposes of clarity, the aforementioned policy shall name the County as an additional insured.
- 6.2 The Municipality shall upon request provide~~furnish to~~ the County with copies of the Certificate of Insurance issued in respect of such policy and the Municipality shall maintain such policy in full force and effect during the entire ~~Term~~ of this Agreement.
- 6.3 Effective as of the date of this Agreement, the Municipality shall require that contractors and third parties which perform maintenance and/or repair works upon any County ~~Road~~, bridge/culvert, highway or overpass or traffic control signal or beacon in accordance with this Agreement shall maintain a comprehensive general liability insurance policy in the amount not less than five million (\$5,000,000.00) dollars per incident, such policy to provide insurance coverage for and including bodily injury, death, or property damage as sustained in connection with the performance of maintenance/repair services undertaken pursuant to this Agreement. The County and the Municipality shall each be named as additional insureds under the terms of this insurance policy.

7.0 Traffic/Beacon Signals

- 7.1 The Municipality shall monitor traffic control/beacon signals or devices located on County Roads in accordance with and as may be indicated in the Scope of Services attached as Schedule "C" hereto.
- 7.2 In the event that the Municipality shall observe any deficiency in the installation, erection, or operation of any traffic control/beacon signals, it shall immediately notify both the County Superintendent or his or her designate and the Electrical Contractor for the County as to the details of such deficiency; provided that the County shall at all times inform the Municipality of the identity of the current Electrical Contractor.

8.0 Inspection

County – Quarterly Inspections – Maintenance and Repair of Deficiencies by Municipality

- 8.1 Without limiting the right of the County to do so at any time but at least once during each three month period of the term of this Agreement and on at least one such occasion to be accompanied by the Municipal Superintendent, the County shall inspect the condition of the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals and beacons which are the subject of this Agreement and in relation to the Scope of Services for Elgin Road System attached as Schedule “C” to this Agreement. The County representative shall thereafter record the results of the said inspection on an Inspection Report in the format contained in Schedule “I” hereto, a copy of which shall then be delivered to the Municipal Superintendent along with written direction from the County Superintendent directing the repairs and/or maintenance works the County Superintendent believes need to be completed.
- 8.2 Unless postponed upon the written approval of the County and at all times within sixty (60) days of receipt of such Inspection Report, the Municipality, within a time period reasonably commensurate with the extent and nature of such works and any consequential risk to public users, shall commence and diligently pursue the completion of undertake and complete all required repairs and/or maintenance works for which it receives direction pursuant to s. 8.1 above and shall report the details of such work to the County within the Quarterly Report next delivered pursuant to s. 5.1 above.
- 8.3 The Municipality acknowledges and agrees that the performance of inspections by and the communication of direction for required repair and/or maintenance from the County pursuant to paragraph 8.1 above does not relieve the Municipality of its obligations to otherwise perform repairs and/or maintenance works to County roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic control/beacon devices as set forth in this Agreement.

By the Municipality – Monthly Inspections – Inspection Notes – Maintenance and Repair of Deficiencies of Municipality

- 8.4 At least once during the course of each calendar month during the Term of this Agreement, the Municipality, by its Municipal Superintendent or any authorized designate thereof, shall inspect the roads, bridges/culverts/drainage facilities, highway bridges/overpasses, and traffic signals which are the subject matter of this Agreement and in relation to which the Scope of Services attached as Schedule “C” hereto apply. The involved Municipal representative shall prepare written records/notes of the results of each such inspection, including but not limited to the particulars of any relevant MMS standards findings, noted deficiencies, corrective actions undertaken, and/or planned, but not yet completed, works, which results, along with details of completed remedial maintenance and/or repair work, shall be incorporated within the next delivered Quarterly Roads Works Report (Municipality to County) prepared in the format outlined in Schedule “F” hereto. Thereafter, the said records/notes shall be held and maintained by the Municipality in accordance with and pursuant to the obligations set forth in s. 9.0 hereof.
- 8.5 Without limiting the generality of the foregoing and unless extended by the written approval of the County but at all times within a time period reasonably commensurate with the nature and extent of such works and any consequential risk to public users, the Municipality shall undertake and complete all required maintenance and/or repair works in respect of deficiencies noted and recorded during any one or more monthly inspections as prescribed in s. 8.4 above and report the details of such deficiency and work to the County within the Quarterly Road Works Report next delivered.

9.0 Records

9.1 The Municipality shall maintain accurate records of works performed pursuant to this Agreement, including but not limited to works performed pursuant to any direction received pursuant to paragraph 8.1 above, the records/notes required by s. 8.4 above, and as incorporated within the Quarterly Roads Works Reports as referenced above.

9.2 The Municipality shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act, and, further thereto, shall allow access to such records to the County Superintendent or his or her delegate, limited only by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended (hereinafter "MFIPPA").

~~9.3~~ The County shall maintain records of its activities undertaken pursuant to this Agreement in accordance with the timeframes established in its municipal records retention bylaw, approved in accordance with the Municipal Act and,

~~further thereto,~~ shall allow access to such records to the Municipal Superintendent or his or her delegate, limited only by the provisions of MFIPPA.

10.0 Indemnity

10.1 The Municipality hereby indemnifies and saves harmless the County, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect or refusal of the Municipality, its servants, employees, agents, invitees or contractors to maintain and/or repair any County Road and/or bridge/culvert/drainage facilities in accordance with the terms of this Agreement.

10.2 The County hereby indemnifies and saves harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, costs, damages, actions, lawsuits or other proceedings by whomsoever made, sustained, or prosecuted which may arise either directly or indirectly by any act, neglect, failure or refusal to perform or otherwise satisfy any obligation or covenant provided for in this Agreement.

10.3 In the event that the Scope of Services for the Elgin Road System as contemplated by this Agreement are found by a Court of competent jurisdiction to have been completed without fault or negligence by the Municipality, or, in the alternative, the County has acknowledged that such services have been completed without fault or negligence by the Municipality, ~~in both cases including its employees or agents,~~ then the County hereby agrees to indemnify and save harmless the Municipality, its employees, agents, and councillors, from any and all claims, demands, losses, or other proceedings that may be advanced against the County or the Municipality arising from the Servicesworks performed by the Municipality upon the relevant County Roads and/or bridge/culvert/drainage facilities.

10.4 In the event of a claim to damages as against either and/or both the County and the Municipality in respect of an alleged failure to repair and/or maintain a County Road and/or bridge/culvert/drainage facilities, the parties shall cooperate in the administration of and/or response to such claim to damages, including but not limited to provision of photocopies of correspondence and/or communication with its respective insurer, subject at all times to any conflict of interest as identified by either party hereto or its insurer.

10.5 ~~Notwithstanding~~ In addition to the contents of Section 10.3 above, in the event that a proceeding against the Municipality in respect of conduct relating to the performance of maintenance/repair Services undertaken pursuant to this

Agreement is dismissed at Trial, then the County shall reimburse the Municipality for one-half of its insurance deductible to a maximum amount equal to one-half of the deductible payable by the County under its general liability insurance policy in effect at the date of the loss/incident upon which such proceeding was based.

10.6 All indemnities that arise from this Agreement extend beyond the term of this Agreement.

11.0 Assignment and Sub-Contractors

11.1 The Municipality agrees that the County Superintendent reserves the right to approve, acting reasonably, sub-contractors the Municipality retains to undertake the Scope of Services contemplated by this Agreement.

11.2 In the event the Municipality assigns or sub-contracts its responsibilities under this Agreement or otherwise employs sub-contractors, the Municipality shall be responsible for all payment requirements or other obligations of an owner pursuant to the Construction Lien Act (Ontario). Without limiting the foregoing, the Municipality shall be responsible to quantify the value of work performed and materials supplied and prepare progress certificates to show the amount of statutory holdbacks and liens as may apply. If required by the County, a copy of each progress payment certificate shall be directed to the County Superintendent. The Municipality shall be responsible for obligations to a sub-contractor to certify the completion of the works as required. The County Superintendent shall receive a copy of the certificate of substantial performance as issued by the Municipality and the Municipality shall comply with all notice requirements as set out in the Construction Lien Act (Ontario) for the said certificate.

12.0 Dispute Resolution

12.1 The parties further agree that in the event of a dispute between the parties as to any matter arising from this Agreement with financial implication to either or both parties of at least twenty-five thousand (\$25,000.00) dollars, then the resolution of such a dispute shall be determined, ~~upon the agreement of both parties~~, by a private arbitrator, and that decision of the private arbitrator shall be final and binding. The arbitrator selected shall have significant experience in road construction and maintenance and repair and other municipal matters and may be selected upon the recommendation of the Director of the Ontario Good Roads Association. The parties agree that in order to apply for arbitration pursuant to this paragraph, the party making the application must provide notice of the dispute and its intention to proceed to private arbitration within thirty (30) days of becoming aware of the subject matter in the dispute.

12.2 In the event that the parties ~~agree to~~ proceed to arbitration, then the arbitrator shall be selected upon mutual agreement of both parties within ninety (90) days of receipt of the notice of arbitration, failing which each party shall select their own representative, who in turn ~~shall~~will select a ~~third~~third arbitrator with the qualifications as noted above, and the selection of that ~~third~~third arbitrator shall be final and binding.

12.3 The provisions of the Statutory Powers and Procedures Act, R.S.O. 1990, c. S.22, as amended, and the Arbitrations Act, R.S.O. 1990, c. A.24, as amended, shall apply through the arbitration process.

12.4 The parties hereto further agree that:

- a) The arbitrator shall have the unfettered discretion to decide upon and direct resolution of any dispute arising in relation to this Agreement; ~~including but not necessarily limited to the direction that the within Agreement be terminated on as at a date deemed reasonable by the arbitrator;~~

- b) Any award or decision made by the arbitrator is binding upon the parties and may be enforced in the same manner as a Judgment or Order of the Ontario Superior Court of Justice to the same effect;
 - c) Either party may obtain an Order pursuant to the Arbitration Act, 1991, S.O. 1991, Chapter 17, as amended, staying any legal proceeding relating to the dispute presented to the Arbitrator pursuant to this Agreement; and
 - d) Neither party shall have the right to appeal the award or decision of the arbitrator to a Court or apply to set aside the award or decision of the arbitrator.
- 12.5** Unless otherwise agreed by the parties, the cost of the arbitration ~~and the parties' own costs~~ shall be determined by the arbitrator, who has the authority to award costs payable against an unsuccessful party in his or her discretion at the conclusion of the arbitration.
- 12.6** In the event of a dispute between the parties as to completion of ~~Services maintenance or repair works as~~ required by this Agreement or as otherwise directed by the County Superintendent, then any arbitration hearing shall not be scheduled or be commenced until after the repair or maintenance services are completed to the satisfaction of the County Superintendent.

13.0 Oversight / Administration

General

- 13.1** To assist in oversight and administration of Road Maintenance Agreements between the County and its constituent lower tier municipalities, including the within Agreement, and with the goal and purpose of achievement of reasonable maintenance and repair of County Roads and associated bridge/culvert/drainage facilities in return for fair and equitable payment to the involved Municipality, the parties hereto agree to participate in establishment and subsequent consultative meetings of the following committees:
- 13.1.1 Operations Committee; and,
 - 13.1.2 Governance Committee.

Commented [AV3]: The Township would have no objection to removing the governance committee from the agreement. Would add an extra bureaucratic layer, disputes could be easily elevated to the CAO level and meetings arranged ad-hoc if necessary.

Operations Committee

- 13.2** The parties hereto agree that the Terms of Reference for the Operations Committee, including as to intended compensation, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-1” hereto.

Governance Committee

- 13.3** The parties hereto agree that the Terms of Reference for the Governance Committee, including as to intended composition, mandate, meeting schedule, and meeting procedures, are as set forth in Schedule “J-2” hereto.

Annual Compliance Report – County to Governance Committee

- 13.4** As referenced in Schedule J-2 as Terms of Reference for the Governance Committee and on or before March 31st of each year of the Term of this Agreement, commencing March 31, 2024, but extended to and including March 31, 2028, the County shall prepare and submit to the Governance Committee an Annual Compliance Report detailing and providing analysis and comment upon the performance of the Municipality in relation to its duties and obligations set forth in ~~this the within Road Maintenance~~ Agreement, including but not limited to the following matters:

- 13.4.1. Individual and summary results of remedial works required by Quarterly Inspection Reports delivered by the County delivered by the County to the Municipality;
- 13.4.2. Overall response of the Municipality to deficiencies noted within monthly inspections by the Municipality and Quarterly Inspection Reports submitted by the County to the Municipality;
- 13.4.3. Summary of compliance of Municipality with duties and obligations created by the Road Maintenance Agreement, including but not limited to reporting requirements and deadlines; and,
- 13.4.4. Engagement between the County and the Municipality within the Operations Committee and its meetings.

140 Notice

141 Any notice required pursuant to this Agreement shall be delivered to the Chief Administrative Officer of the respective parties hereto and at the addresses set forth below:

For the County:

450 Sunset Drive
St. Thomas, Ontario,
N5R 5V1
Facsimile Transmission: 519-633-7661
Email:

For the Municipality:

450 Sunset Drive
St. Thomas, Ontario N5R 5V1
Facsimile Transmission: 519-631-4036
Email:

142 Any written notice between the parties hereto, which specifically excludes any invoice rendered in accordance with section 5.0 hereof, shall be delivered or sent by prepaid registered mail addressed to the parties at their respective addresses listed above, or their respective facsimile numbers as noted above.

143 In the event that either party hereto shall change its address within the term of this Agreement, such party shall provide the other party hereto with written notification of such change of address within thirty (30) days of the effective date of such change, upon which date of notification the said new address shall be considered the address for service of any notice hereto pursuant to Section 14.1 above.

144 Notice shall be deemed to have been received on the date on which notice was delivered to the address as designated or, in the case of mailing, on the fifth day after the date of mailing or, in the case of facsimile, the day after the facsimile has been sent or, in the case of email, on the next business day following the receipt of such email.

15.0 Miscellaneous

Waiver

15.1 Any provision of this Agreement may be waived in whole or in part by a party without prejudice any other right of that party as arising from the breach of any other provision hereof. A waiver shall be binding upon the waiving party only if it is in writing. The waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any further breach of the same provision.

Severability

15.2 All paragraphs, terms and conditions of this Agreement are severable and the invalidity, illegality or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, legality, or enforceability of the remaining paragraphs, terms and conditions.

Amendment

15.3 No amendment, variation, or change to this Agreement shall be binding unless same shall be in writing and signed by the parties.

15.4 This Agreement includes the Schedules set out as Schedule "A" to "J-2" inclusive, and constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations and discussions, whether oral or written, with respect to the subject matter of road maintenance for those roads as set out in this Agreement.

15.5 This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same Agreement.

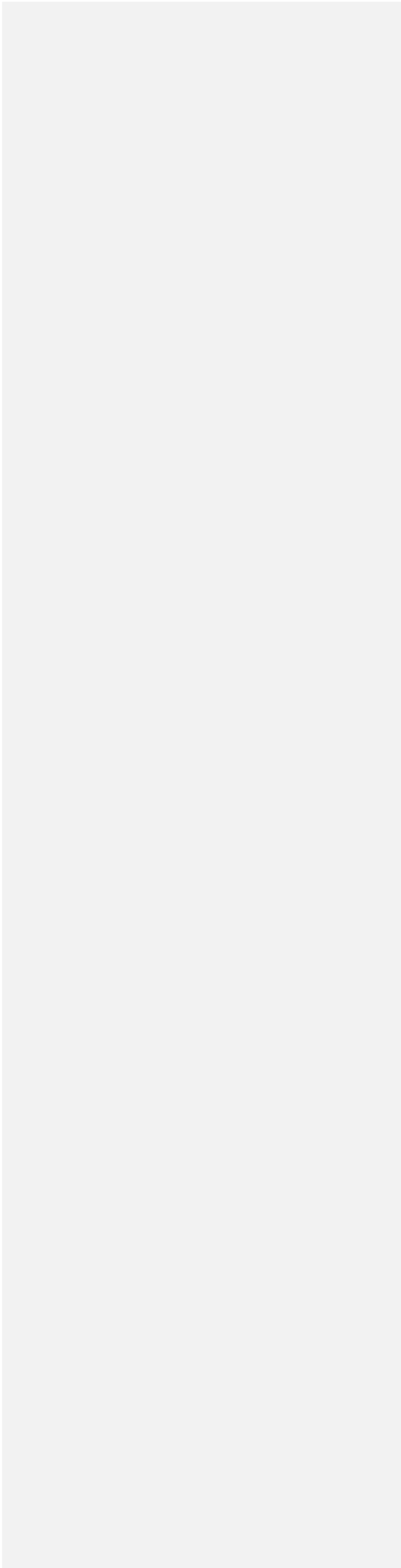
15.6 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The parties hereto agree for themselves and on behalf of the foregoing persons to undertake such further acts and execute such further documents as may be necessary or expedient in order to carry out the purpose and intent of this Agreement.

SIGNED, SEALED & DELIVERED)
)
in the presence of)
)
)
)
per: _____)
) Name: Ed Katchebaw
) Position: Warden
)
)
per: _____)
) Name: Julie Gonyou
) Position: Chief Administrative Officer
)
) We have authority to bind the Corporation
)
)
) The Corporation of the Municipality of
) Central Elgin
)
)
per: _____)
) Name: Andrew Sloan
) Position: Mayor
)
)
per: _____)
) Name: Paul Shipway
) Position: Chief Administrative Officer
)
) We have authority to bind the Corporation

69406414.1

SCHEDULE “A”

(Detailed description of roads and bridge/culvert/drainage facilities
for which maintenance/repair Services provided)



SCHEDULE “A”
(Detailed description of roads and bridge/culvert/drainage facilities
for which maintenance/repair Services provided)

Road No.	Section No.		FROM	TO	Length (km)	Posted Speed	2022 ADT	MMS Classification
4	5	Bridge Street	Road 20 WPL	Colbourne WPL	0.290	50	5,200	4
	10	Colbourne Street	Bridge Street SPL	1,692m north of Bridge Street SPL	1.692	50	7,500	4
	20	Sunset Drive	1,692m north of Bridge Street SPL	Road 23	1.228	80	8,750	2
	30		Road 23	Road 27	2.398	80	11,000	2
	40		Road 27	Road 51	1.858	80	11,000	2
	50		Road 51	Start of 60km/h zone, 140m south of Road 45	1.426	80	11,000	2
	60		Start of 60km/h zone, 140m south of Road 45	City Limits	2.361	60	13,000	2
20	10	Carlow Road	Bridge Street NPL	Start of 40km/h zone, 430m south of Road #21 NPL	0.961	50	3,600	4
			Start of 40km/h zone, 430m south of Road #21 NPL	Road #21 NPL	0.430	40	3,600	4
21	10	Warren Street	Road #20 WPL	Road #4 WPL	0.401	50	3,000	4
22	10	Fairview Road	Road #24 NPL	Start of 60km/h zone, 770m south of Road #27 SPL	2.455	80	1,400	3
	20		Start of 60km/h zone, 770m south of Road #27 SPL	Road #27 SPL	0.770	60	1,600	4
	30		Road #27 NPL	Road #57 SPL	5.052	80	4,500	3
23	10	Joseph Street	Colbourne EPL	Joseph ST EPL	0.290	50	2,600	5
	20	East Road	Joseph ST EPL	Road #4	2.087	50	2,800	5

24	10	Dexter Line	Road #23 EPL	End of 60km/h zone, 400m east of Road #23	0.400	60	1,800	4
	20		End of 60km/h zone, 400m east of Road #23	Road #22 EPL	2.515	80	1,800	3
	30		Road #22 EPL	Road #36 EPL	7.436	80	1,650	3
	40		Road #36 EPL	Start of 50km/h zone, 825m west of Road #73	4.822	80	1,100	3
	50		Start of 50km/h zone, 825m west of Road #73	Hwy #73 WPL	0.825	50	1,100	5
	60	Old Dexter Line	Road #24	Road #24	2.900	80	50	5
26	10	St. George Street	City Limits	CNR tracks	0.246	50	3,500	4
	20		CNR tracks	Road #25 EPL	1.070	50	3,500	4
27	10	Sparta Line	Union Road NPL	North End of Meeks Bridge	0.276	60	600	4
	20		North End of Meeks Bridge, 3,396m west of Road #4	Hwy #4 WPL	3.396	60	900	4
	30		Hwy #4 WPL	End of 60km/h zone, 744m east of Road #4	0.744	60	1,500	4
	40		End of 60km/h zone, 744m east of Road #4	Start of 60km/h zone, 189m west of Road #22 WPL	1.193	80	1,500	3
	50		Start of 60km/h zone, 189m west of Road #22 WPL	End of 60km/h zone, 70m east of WPL Road #22	0.259	60	1,500	4
	60		End of 60km/h zone, 70m east of WPL Road #22	Start of 60km/h zone, 1,675m west of Road #36	5.480	80	1,200	3
	70		Start of 60km/h zone, 1,675m west of Road #36	Start of 40km/h zone, 1,375m west of Road #36	0.300	60	1,200	4
	80		Start of 40km/h zone, 1,375m west of Road #36	End of 40km/h zone, 905m west of Road #36	0.470	40	1,200	5
	90		End of 40km/h zone, 905m west of Road #36	Road #36 WPL	0.905	50	1,200	5
28	10	Centennia I Road	Road #45 NPL	Start of 60km/h zone, 810m south of Road #56	2.381	80	4,600	3
	20		Start of 60km/h zone, 810m south of Road #56	Road #56 SPL	0.810	60	4,800	4
	30		Road #56 NPL	Hwy #3 SPL	1.663	50	7,900	4

30	10	Highbury Avenue	Road #52 SPL	City Limts	5.745	80	14,000	2
31	10	Dalewood Road	City Limts	Road #52 SPL	1.493	80	2,700	3
34	10	Wilsie Bourne	City Limts	Start of 50km/h zone, 816m west of Road #74	2.157	80	1,500	3
	20		Start of 50km/h zone, 816m west of Road #74	Hwy #74 WPL	0.816	50	1,500	5
36	10	Quaker Road	Road #24 NPL	Start of 50km/h zone, 395m south of Road #27	2.883	80	900	4
	20		Start of 50km/h zone, 395m south of Road #27	Road #27 SPL	0.395	50	900	5
	30		Road #27 NPL	End of 50km/h zone, 645m north of Road #27	0.645	50	2,000	5
	40		End of 50km/h zone, 645m north of Road #27	Road #45 SPL	2.702	80	2,200	3
	50		Road #45 NPL	Hwy #3 SPL	5.775	80	2,700	3
37	10	Avon Drive	Hwy #74 EPL	Belmont EPL	0.640	50	1,800	5
45	40	John Wise Line	Hwy #4 EPL	Road #28 CL	3.592	80	2,900	3
	50		Road #28 CL	Start of 60km/h zone, 264m west of Road #35	9.061	80	3,000	3
	60		Start of 60km/h zone, 264m west of Road #35	Road #35 WPL	0.264	60	3,500	3
48	30	Ferguson Line	Road #25 EPL	End of 50km/h zone, 625m east of Road #25	0.625	50	900	5
	40		End of 50km/h zone, 625m east of Road #25	Road #30 WPL	4.285	80	800	4
	50		Road #30 EPL	Hwy #74 EPL	6.019	80	850	3
51	10	Fruit Ridge Line	Twp T/L	Tracks	0.725	80	700	4
	20		Tracks	Hwy #4 WPL	0.764	80	700	4
52	20	Ron McNeil Line	Road #25 EPL	Road #31 EPL	2.450	80	4,200	3

	30		Road #31 EPL	Road #30 EPL	2.500	80	5,300	2
	40		Road #30 EPL	Road #74 WPL	5.890	80	3,400	3
56	10	Elm Line	Road #28 SWPL	End of 50km/h zone	0.333	50	2,800	5
			End of 50km/h zone	Road #36 WPL	3.990	80	1,950	3
57	10	Southdale Road	Road #4 EPL	City Limit	0.550	60	4,500	3
74	10	Belmont Road	Hwy #3 NPL	End of 40km/h zone, 520m north of Highway #3	0.520	40	3,500	4
	20		End of 40km/h zone, 520m north of Highway #3	End of 50km/h zone, 840m north of Highway #3	0.320	50	3,500	4
	30		End of 50km/h zone, 840m north of Highway #3	Start of 60km/h zone, 169m south of Mapleton Line	4.196	80	3,500	3
	40		Start of 60km/h zone, 169m south of Mapleton Line	End of 60km/h zone, 778m north of Mapleton Line	0.947	60	3,500	3
	50		End of 60km/h zone, 778m north of Mapleton Line	Start of 50km/h zone, 91m south of Road #34 (Belmont south limits)	5.508	80	5,500	2
	60		Start of 50km/h zone, 91m south of Road #34 (Belmont south limits)	End of 50km/h zone, 1,529m north of Road #34 (Belmont north limits)	1.620	50	6,800	4

Schedule 'A' - List of Bridges and Culverts Greater than 3m Span

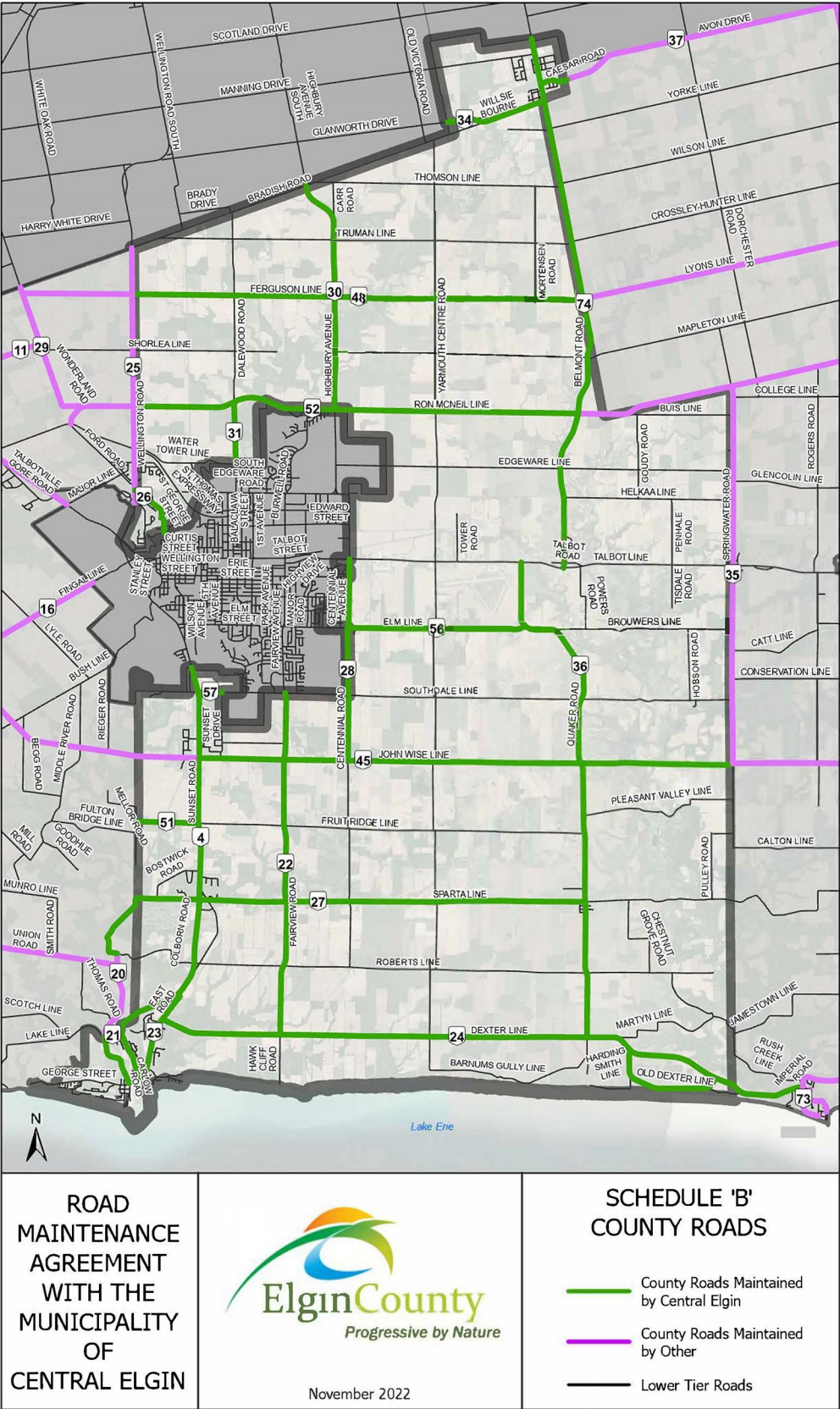
Bridg e No.	Other ID	Road No.	Municipality	Bridge Name	Structure Type	Location
B04	74004	74	Central Elgin	New Sarum	Rigid Frame - Concrete	0.2 km N. of Edgeware Line
B14	74014	74	Central Elgin	Mapleton	Rigid Frame - Concrete	0.4km N. of Ron McNeil Line
B18	26018	26	Central Elgin	St. George Street	Precast Concrete - Simply Supported	1.32km E. of Wellington Road
B25	21025	21	Central Elgin	Warren Street	Precast Concrete - Simply Supported	0.33 km W. of Sunset Road
B26	99026	T/L	Central Elgin	Jamestown	Steel Truss	4.00 km W. of Imperial Road
B27	99027	T/L	Central Elgin	Gillets	Steel Truss	3.00 km E. of Quaker Road
B28	45028	45	Central Elgin	Players	Precast Concrete - Simply Supported	1.66 km E. of Quaker Road
B29	30029	30	Central Elgin	Patterson	Precast Box Beams	1.52km N. of Ron McNeil Line
B30	99030	T/L	Central Elgin	McGinnis	Rigid Frame - Concrete	1.00 km E. of Highbury Ave.

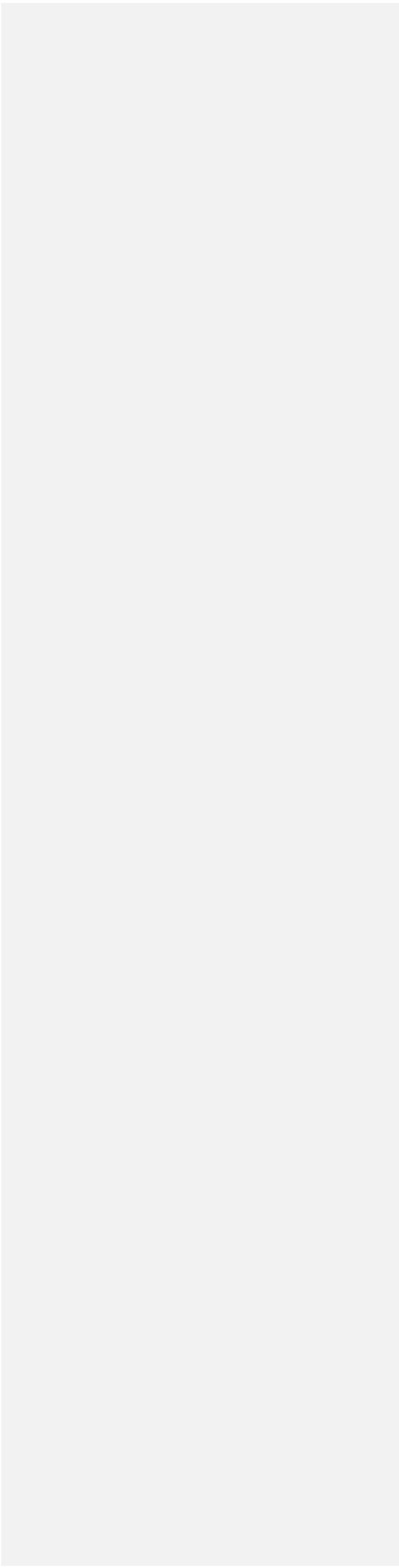
B31	99031	T/L	Central Elgin	Harkness	Rigid Frame - Concrete	2.50 km W. of Belmont Rd.
B32	34032	34	Central Elgin	Belmont West	Rigid Frame - Concrete	1.37km W. of Belmont Road
B61	52061	52	Central Elgin	Garton	Rigid Frame - Concrete	0.24km W. of Belmont Road
B63	99063	48	Central Elgin	Bucks	Precast Concrete Bridge	4.75 km W. of Belmont Road
B66	27066	27	Central Elgin	Terminal Rail	3 Span - Solid Slab Bridge	1.24 km W. of Sunset Road
B98	98074	74	Central Elgin	Belmont	Precast Concrete - Simply Supported	0.05km N. of Ceaser Road
B99	400	4	Central Elgin	King George IV	Bascule Lift Bridge	west of Colborne Street

Culvert No.	Other ID	Road No.	Municipality	Culvert Name	Structure Type	Location
C02	52002	52	Central Elgin	Orchard Culvert	CPS - Vertical Ellipse	1.43km W. of Belmont Rd.
C09	36009	36	Central Elgin	Airport Culvert	CPS - Vertical Ellipse	1.34 km S. of Hwy No. 3
C12	30012	30	Central Elgin	Salt Creek Culvert	CPS - Round Pipe	0.97 km N. of Ron McNeil Line
C13	52013	52	Central Elgin	Kettle Creek Culvert	Super Span Arch	3.12 km E. of Wellington Road
C15	27015	27	Central Elgin	Golf Course Road Culvert	CPS - Pipe Arch	0.83 km W. of Sunset Road
C18	56018	56	Central Elgin	Tansley Drain Culvert	CPS - Round Pipe	0.25 km W. of Quaker Road
C21	48021	48	Central Elgin	Grant Drain Culvert	CPS - Pipe Arch	2.99 km W. of Belmont Rd.
C34	24034	24	Central Elgin	Weir Culvert	Concrete Frame & CSP Pipe	0.53 km E. of East Road
C35	24035	24	Central Elgin	Hill Culvert	Concrete Box	0.34 km West of Quaker Road
C42	30042	30	Central Elgin	Glanworth Culvert	Precast Concrete Box	0.35 km S. of Webber Bourne
C63	74063	74	Central Elgin	Mapleton Culvert	Concrete Rigid Frame	0.20 km S. of Mapleton Line
C64	74064	74	Central Elgin	Truman Culvert	Concrete Rigid Frame	0.50 km N. of Truman Line
C65	74065	74	Central Elgin	Thompson Culvert	Concrete Rigid Frame	0.50 km N. of Thomson Line
C66	74066	74	Central Elgin	Yorke Culvert	Concrete Rigid Frame	0.30 km S. of Yorke Line

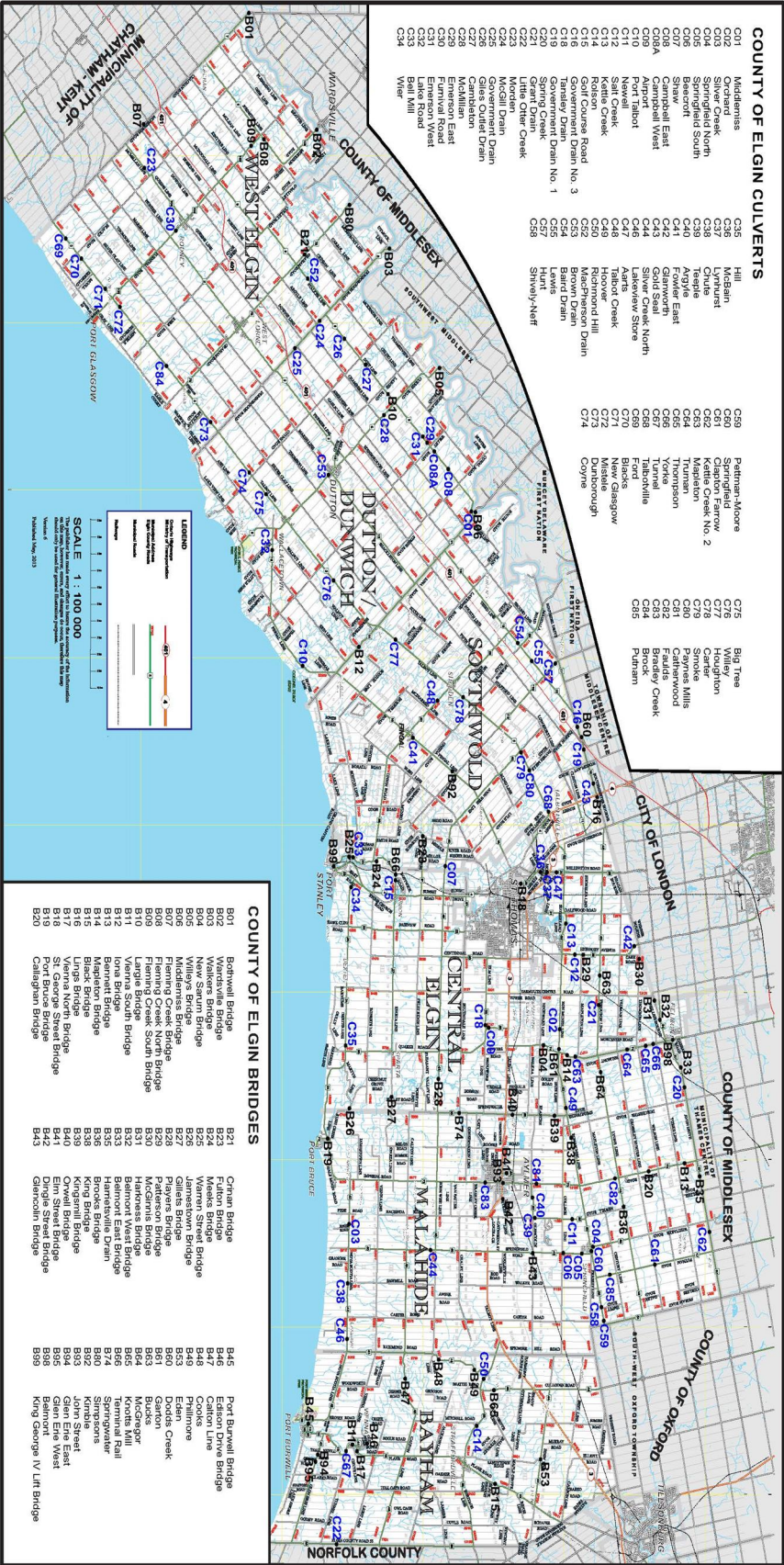
SCHEDULE “B”

(Sketch depicting roads and bridge/culvert/drainage facilities for which maintenance/repair Services provided)





Schedule 'B'



SCHEDULE “C”
SCOPE OF SERVICES

SCHEDULE “C”
SCOPE OF SERVICES

1.0. Inspection

1.1. Routine Inspections

Service Description: Routine inspection of roads for defects, safety concerns, and road conditions.

Service Details:

- Frequency of routine inspections to comply with standard for frequency of patrolling of highways provided for in then current Minimum Maintenance Standards.
- As part of routine road inspections, the Municipality shall report any concerns with flashing beacons, traffic signals, or pedestrian crossings to the County Superintendent and the County’s Electrical Services Contractor upon becoming aware of any underlying defect.

2.0. Road Surface Maintenance

2.1. Maintaining Asphalt Pavement and Treated Surfaces

Service Description: Identification and repair of road surface defects, including but not limited to potholes, cracks, and edge drop-offs.

Service Details:

- All repairs and remedial works to be completed by Municipality in compliance with the then current Minimum Maintenance Standards.
- For asphalt pavement surfaces, as constructed width, minus 0.1 m., shall be maintained.
- For surface treated surfaces, as constructed width, minus 0.2 m., shall be maintained.
- Required total linear repair and remedial works at any single location limited to 50m. per lane km. annually.
- In the event that the Municipality, acting reasonably, determines that the total linear repair and remediation works necessary to comply with the then current Minimum Maintenance Standards at any single location exceeds 50 m. per lane km. annually, then, conditional upon timely notice to the County Superintendent, those works exceeding such annual threshold of 50 m. per lane km. shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.1.1. Bicycle Facilities Maintenance

Service Description: Identification and repair of surface defects within designated bicycle lanes / facilities.

Service Details:

- Designated bicycle lanes / facilities shall be inspected and maintained in a manner to account for and accommodate the intended user of those lanes / facilities. Without limiting the generality of the foregoing, all maintenance as required by this section 2.1.1 shall be completed by the Municipality in accordance with the then current Minimum Maintenance Standards, ~~and/or~~

~~Ontario Traffic Manual Book 18, whichever standard is greater.~~

- Identification / placement of appropriate warning equipment, including but not necessarily limited to signage or placement of traffic barrel(s), shall occur as soon as practicable after discovery of any defect and/or unsafe condition within any bicycle lane or facility and thereafter maintained until requisite repair completed.

2.2. Maintaining Gravel Shoulders

Service Description: Identification and repair of defects along gravel shoulder of roads, including but not limited to potholes, cracks, and edge maintenance.

Service Details:

- All maintenance and repair works shall be completed by Municipality in compliance with then current Minimum Maintenance Standards.
- As constructed width, minus 0.3 m., shall be graded as required to maintain compliance with the Minimum Maintenance Standards~~and at all times at least two (2) times per year.~~
- Where partially or fully paved shoulders exist, the shoulder width referenced immediately above shall be measured from the nearest edge of the driving lane (white line).
- Isolated or spot shoulder gravelling, including supply and installation of Granular “A” material to a maximum of ten (10) tonnes and not exceeding twenty (20) m. in length at any single location, shall be completed as required to works eliminate edge of pavement drop-offs, standing water, or depressions, which works may require berm removal to promote positive sheet flow.
- In the event that the Municipality, acting reasonably, determines that isolated or spot shoulder graveling works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of Granular “A” material and/or over a length in excess of twenty (20) m. at any single location to comply with the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold(s) shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

2.3. Sweeping

Service Description: Sweeping of County Roads. Service Details:

- Sweeping of County roads shall be completed two (2) times during each calendar year in Settlement Areas and as required in Agricultural Areas, both of which Areas are as identified in the County of Elgin Official Plan (Schedule “A” – Land Use).

2.3.1. Sweeping of Designated Bicycle Lanes / Facilities

Service Description: Sweeping of Designated bicycle lanes / facilities. Service Details:

- Designated bicycle lanes / facilities shall be swept as required to account for and accommodate the intended user of such lanes / facilities and which must occur at least once during the months of May, June, July, August, and September of each calendar year.
- Sweeping of designated bicycle lanes / facilities as specified immediately above shall be deemed to be additional works to which s.

5.2 of the Road Maintenance Agreement shall apply.

3.0. Roadside Maintenance

3.1 Debris Control

Service Description: Removal of material deposited on the travelled portion of the road or shoulder, either intentionally or unintentionally and including but not limited to mud, rocks, dead animals, trash, and other debris.

Service Detail:

- Debris should be removed from the travelled portion of the road or shoulder as soon as practicable after discovery

3.2. Vegetation Control

Service Description: Cutting of overgrown or unwanted vegetation along roads, at intersections, and under and around bridges, culverts, and safety systems.

Service Details:

- Cutting of vegetation along roads shall be completed two (2) times during each calendar year, once in the spring season and once in the fall season, to a minimum width of 3.6 m. from the exterior edge of the closest shoulder in spring and a minimum width of 1.8 m. from the exterior edge of the closest shoulder in the fall.
- Vegetation shall be cut or sprayed, subject to the County No Spray Policy, from around guide rail posts and, where practicable, to a minimum width of 1.8 m. behind any guide rail.
- Vegetation shall be cut from road allowances at intersections to achieve a clear sight distance of at least 200 m. in all directions from such intersections. The vegetation shall be cut to a height no greater than 0.3 m.
- With respect to culverts, bridges, and safety systems, including but not limited to guide rails, vegetation shall be cut at least once during each calendar year and, at that time, removed from beneath and within 3 m. of such culverts, bridges, and safety systems.
- The Municipality shall ensure that the full width of the County road allowance is free of invasive and noxious weeds and / or larger brush and vegetation that impedes sightlines and / or drainage facilities. Any such larger vegetation should be removed as soon as practicable by the Municipality and at all times before the canopy of any such vegetation begins to encroach upon the road allowance.
- The Municipality shall perform routine vegetation maintenance, including but not as a limited to weed trimming, around any Elgin County “Gateway” signs within the territorial limits of the Municipality.

3.3. Tree Maintenance / Removal

Service Description: Identification and removal of dead trees and hazardous

limbs. Service Details:

- Tree limbs that pose a safety hazard to the public users of a County road shall be removed as soon as practicable after discovery and identification.
- Dead trees that pose a safety hazard to the public users of a County road shall be removed within one (1) year of discovery and identification.

- Stumps of removed trees in non-landscaped areas shall be ground down to be level with surrounding terrain while stumps within landscaped areas shall be further restored with topsoil and seed to match the surrounding terrain.

3.4. Noxious Weed Control

Service Description: Cutting and spraying of noxious weeds and invasive species. Service Details:

- Use of herbicide(s) to control unwanted vegetation, including but not limited to noxious weeds and other invasive species, shall conform to the Elgin (County) “No Spray Policy”, a copy of which policy is appended to this Schedule “C”.

4.0. Drainage Facilities Maintenance

4.1. Cleaning of Drainage Facilities

Service Description: Cleaning and removal of obstructions from drainage facilities within County road allowances or otherwise servicing County roads, including but not limited to all outlets, subdrains, storm sewers, curbs and gutters, and catch basins.

Service Details:

- Storm drainage facilities shall be cleaned when identified as experiencing restricted flows (i.e. gutter outlets/swales). This work may require video investigations, flushing, removal of obstructions, including but not limited to roots, and other steps to reestablish unrestricted flows.
- Catch basins shall be cleaned as required if debris has filled sumps but in all cases at least one time during each two (2) calendar year period.
- In addition to the drainage facilities identified in Schedule “A” hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be cleaned pursuant to this Road Maintenance Agreement.

4.2 Repairs to Drainage Facilities

Service Description: Identification of defects and deficiencies in and repair of drainage facilities within County road allowances or otherwise servicing County roads.

Service Details:

- Grate replacement, riser repairs, and patching around catch basins will be completed under and as routine maintenance and repair operations as contemplated by this Road Maintenance Agreement.
- All other defects and deficiencies in drainage facilities will be reported by the Municipality to the County Superintendent and any remedial repairs will be completed under arrangements made by the County, if by the Municipality as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement will apply.
- In addition to the drainage facilities identified in Schedule “A” hereto and as such facilities are identified, the County agrees to provide the Municipality with periodic updates identifying additional drainage facilities to be repaired pursuant to this Road Maintenance Agreement.

4.3. Ditch Maintenance

Service Description: Ditches within County road allowances to be kept in a condition maintaining positive water flow and eliminating standing water.

Service Details:

- Required ditch maintenance limited to fifty (50) m. in length at any single location.
- In the event that the Municipality, acting reasonably, determines that ditch maintenance in excess of fifty (50) m. in length is required at any single location in order to maintain positive water flow and eliminate standing water or to otherwise conform to any requirement provided for in the then current Minimum Maintenance Standards, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional work to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

5.0. Bridges and Culverts

5.1. Structure Cleaning

Service Description: Cleaning of all bridges and culverts on, above, or under County roads.

Service Details:

- Municipality shall clean all bridges and culverts on, above, or under County road once during a calendar year and in accordance with the current guidelines provided in the Bridge and Culvert Management Course offered by the Ontario Good Roads Association.
- All culverts shall be cleaned using water jets for flushing or other effective means to re-establish water flow that has been restricted by, amongst other things, material and debris.
- Any and all defects and deficiencies, or observation or evidence thereof, in the structure, condition, or operation of any bridge or culvert shall be reported, immediately upon discovery and in writing, to the County Superintendent.

5.2. Erosion Control

Service Description: Installation of stone or similar material to prevent erosion around bridges and culverts, including but not limited to structural elements thereof.

Service Details:

- Municipality shall be responsible for the cost of supplying and installing up to ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location to prevent erosion around any such bridge or culvert, including but not limited to structural elements thereof.
- In the event that the Municipality, acting reasonably, determines that the erosion control works as referenced immediately above requires the supply and installation of in excess of ten (10) tonnes of quarry stone or similar repair material at any bridge or culvert location, then, conditional upon timely notice to the County Superintendent, those works in excess of such threshold shall be deemed additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

6.0. Safety Devices

6.1. Road Markings

Service Description: Painting of road markings upon travelled portion of County roads,

including but not limited to centreline markings, edge of lane markings, stop blocks, turn arrows, and lines / symbols denoting Designated Bicycle Lanes / Facilities.

Service Details:

- Municipality to paint (or re-paint) all existing Road markings on County Roads once during each calendar year, ~~and in accordance with the Ontario Traffic Manual – Book 11.~~
- As further guidance, the County notes that the white, edge of lane markings requiring annual painting (or re-painting) are generally located at road crests and sags, curves, narrow structures, Class 1 roads, and roads with partially or fully paved shoulders. Furthermore, most County Road intersections also incorporate the merging lanes, turning tapers, and radii that also require annual painting. In all such circumstances and with particular respect to the afore-noted road design and markings, the Municipality shall conform strictly to the requirements of the said Ontario Traffic Manual – Book 11.
- Where the County has designed and constructed paved shoulders designated as a bicycle lane / facility and on an annual basis, the Municipality shall paint (or re- paint) two (2) solid white edge lines to create a buffer zone in relation to such Designated Bicycle Lane / Facility. The painting of such second edge line shall be deemed to be additional services pursuant to s. 4.5 of this Agreement and to which s. 5.2 herein shall apply.
- On or before January 31 of each calendar year, the County shall advise the Municipality of resurfacing projects planned for County roads during the course of such calendar year and the anticipated timing of same and the Municipality, in consultation with and notice to the County Superintendent, the Municipality may exercise its discretion to defer road marking of such County Roads until the following calendar year. In this regard, the County acknowledges that it shall be responsible for arranging and paying for painting (or re-painting) of road markings necessitated solely by such resurfacing projects or other capital works on County roads.

6.2. Road Signs

Service Description: Maintenance of all existing regulatory, warning, and information road signs and beacons, re-installation of damaged or stolen road signs and beacons, and removal of unauthorized signs.

Service Details:

- Municipality to install and maintain all road signs and beacons in accordance with the then current Minimum Maintenance Standards, ~~and the Ontario Traffic Manual.~~
- Municipality is responsible for all costs to supply signs and materials to re-install damaged or stolen road signs and battery-operated beacons.
- The County shall be responsible for reimbursement of the Municipality for all labour and/or material costs incurred by the Municipality in the replacement and reinstallation of road signs that fail a reflectivity inspection conducted as part of routine testing, provided that the Municipality prepare and deliver an invoice to the County in respect of such costs in accordance with ss. 4.5 and. 5.2 of the Road Maintenance Agreement.
- The Municipality shall immediately remove any and all unauthorized signage attached to County infrastructure, including but not limited to road signs and beacons. The County shall provide the Municipality with copies of all sign permits issued for County Roads to assist the Municipality in determining which signs are authorized.
- The Municipality shall remove any and all signage determined to be a safety

concern due to the sight line or drainage obstruction or is otherwise found to be in an unsafe condition or position that poses a potential safety risk to the public users of a County road.

- Signage to warn motorists of areas identified to have high numbers of collisions between deer and motor vehicles will be installed with operating beacons on or before October 1 of each calendar year and thereafter remain in place, in good operating condition, until January 1 of the following calendar year; provided that, at all the times, such beacons shall be removed and alternative approved signage installed.
- At the request of and as supplied by the County, the Municipality shall install Elgin County roadway directional/information signs and Elgin County Tourism signs. Municipal works undertaken to install and/or re-install such roadway directional/information signs are required works contemplated by the within Road Maintenance Agreement and do not constitute additional works thereunder. Municipal works undertaken to install and/or re-install Elgin Tourism signs are not required works contemplated by the within Road Maintenance Agreement and will constitute additional works thereunder and the cost thereof shall be invoiced to the County pursuant to ss. 4.5 and 5.2 of the said Agreement.
- Municipality is and shall be solely responsible for supply and installation (or re-installation) of Hamlet / Community Identification signage and, if necessary, the Municipality shall obtain a permit authorizing such installation from the County. For clarification, it is acknowledged that a permit for such Hamlet/Community Identification Sign is not required if, without alteration in detail or design, a pre-existing Sign is being re-installed at the same location while a permit is required if a new or altered Sign is being installed or re-installed, whether at a new or existing location.
- All signs as contemplated by this sub-section shall be installed on wooden 4" x 4" posts, save and except for signs with dimensions of 90 cm x 90 cm (or larger) and which signs shall be installed on 6" x 6" wooden posts with a 2' x 4' bracing.

6.3. Guide Rail and Traffic Barrier Systems

Service Description: Maintenance and repair of all existing road safety systems, including but not limited cable guide rails, steel beam guide rails, and end treatments.

Service Details:

- Municipality to maintain and repair all existing road safety systems to the then current Ontario Provincial Standard Specifications.
- In the event that an existing road safety system is damaged as the result of a motor vehicle collision, the Municipality shall forthwith notify the County Superintendent and thereafter effect any required repairs to the said road safety system as soon as practicable following such notification.
- Until the annual deductible as referenced below is surpassed, the Municipality shall arrange and pay for repair and/or maintenance of any such damaged road safety system.
- Municipality is responsible financially for the first \$10,000.00 spent annually to complete repairs to or otherwise maintain all road safety systems to which this Road Maintenance Agreement applies (hereinafter "annual deductible"). The Municipality shall inform the County Superintendent upon the annual deductible being surpassed and thereafter forward to the County Superintendent evidence confirming same.
- After the annual deductible is surpassed, the County shall be responsible for paying for repair and/or maintenance of all road safety systems to which the within Road Maintenance Agreement applies; provided that Municipality shall

perform or otherwise arrange performance of such repair and maintenance

works as additional works to which ss. 4.5 and 5.2 of the Road Maintenance Agreement shall apply.

- In the event that the County makes recovery of repair costs from any responsible third party and those costs, either in whole or in part, were paid in the first instance by the Municipality within the annual deductible referenced above, then Elgin, within the calendar year within which such recovery was made from that responsible third party, shall calculate, reconcile, and make appropriate adjustment and/or payment to the Municipality for the amount of such recovery, or portion thereof, which is or was attributable to the costs paid for by the Municipality within the said annual deductible.
- The cost of repair and maintenance of any road safety system as caused or contributed to by the operations of the Municipality, including but not limited to any failure to perform the within Scope of Services, shall not be taken into account in any calculation to determine if the annual deductible has been surpassed.

6.4. Road Closures

Service Description: Management and co-ordination of and participation in closures and detours of County roads.

Service Details:

- Municipality shall co-operate and participate in all emergency closure and emergency detour events on any County road to which this Road Maintenance Agreement applies.
- All works provided by the Municipality in managing, supervising, or facilitating any road closure or detour event are required services under this Road Maintenance Agreement and do not constitute additional works thereunder to which ss.4.5 and 5.2 thereunder applies; provided that, when and where the Municipality provides road closure and/or detour services associated with or related to a planned capital project on a County Road and/or bridge/culvert/drainage facility, those road closure and/or detour services shall be considered and deemed as additional services pursuant to s. 4.5 herein and the Municipality shall thereafter invoice and the County shall pay the cost of those services pursuant to s. 5.2 herein.
- Municipality shall manage, supervise, and participate in the closure and detour of any County road as requested by the Municipality or the public, and approved by the County, to accommodate an approved local event, including but not limited to a parade, cultural festival, or cycling, running or other athletic competition, and such services do not constitute additional works under the within Road Maintenance Agreement to which ss. 4.5 and 5.2 applies.

7.0. Winter Control

Service Description: Winter road and bridge maintenance of County roads, including but not limited to winter weather, snowfall, and ice prevention monitoring, salting / sanding, snowplowing, ice blading, and standby patrols.

Service Details:

- Municipality to perform all winter control services on County Road and bridges to which Road Maintenance Agreement applies to conform to then current Minimum Maintenance Standards.
- Municipality will also perform winter control services on highway bridges and overpasses not owned by or under jurisdiction of County but otherwise connecting to at least parts of County roads.

- Where and when applicable, the Municipality shall follow the “*Canadian Code of Practice for the Environmental Management of Road Salts*” and the County of Elgin’s “*Road Salt Management Plan*”, a copy of which latter document is included in the appendix to this Schedule.

8.0. Appendix

- 8.1.** The attached Appendix of relevant Elgin County Policies / Plans reflecting upon or related to this Scope of Services forms part of this Schedule “C”.
- 8.2.** As of January 1, 2023, the attached Appendix includes photocopies of the following Elgin County Policies / Plans
- No Spray Policy
 - Deer Warning Signage Policy
 - Road Salt Management

Plan Effective: January 1, 2023

APPENDIX

69406414.1

SCHEDULE “D”

MONTHLY INVOICE FORMAT

SCHEDULE “D”
MONTHLY INVOICE FORMAT

Date:		
Invoice No.		
<div>(NAME OF MUNICIPALITY)</div> Invoice for County Road Maintenance Activities completed for the <u>month of</u>		
Item	Description	Amount
1	Monthly Road Maintenance Payment (Schedule E)	\$
2	Additional Services - Attach a calculation and all relevant documentation	\$
TOTAL DUE		\$
<u>Monthly Inspection Confirmation</u>		
Date of Monthly Inspection:		
Name of Inspector:		
<u>Documentation Included with this invoice</u>		
(i)	Quarterly Road Work Report	
(ii)	Annual Financial Report	

SCHEDULE “E”

PAYMENT SCHEDULE

SCHEDULE “E”
PAYMENT SCHEDULE

Name of Municipality: Central Elgin

Total Payment (2023): \$796,941.70

Payment Schedule (By Month):

January , 2023	\$119,541.25	(15%)
February , 2023	\$119,541.25	(15%)
March , 2023	\$39,847.08	(5%)
April , 2023	\$39,847.08	(5%)
May , 2023	\$39,847.08	(5%)
June , 2023	\$39,847.08	(5%)
July , 2023	\$39,847.08	(5%)
August, 2023	\$39,847.08	(5%)
September , 2023	\$39,847.08	(5%)
October , 2023	\$39,847.08	(5%)
November , 2023	\$119,541.25	(15%)
December , 2023	\$119,541.25	(15%)
Total \$796,941.70		(100%)

SCHEDULE “F”

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

SCHEDULE “F”

QUARTERLY ROAD WORKS REPORT (MUNICIPALITY TO COUNTY)

Date:
Municipality:

Item Number	Road Name	Location Description (Address)	Maintenance Works Required	Date Identified	Date Works Completed / Scheduled	Notes	Patroller

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

SCHEDULE “G”

YEAR-END FINANCIAL STATEMENT (MUNICIPALITY TO COUNTY)

	Labour	Equipment	Materials/ Contracts	Admin	Other	Totals
Inspection/Patrol	\$	\$	\$	\$	\$	\$
Road Surfaces	\$	\$	\$	\$	\$	\$
Roadside	\$	\$	\$	\$	\$	\$
Drainage Systems	\$	\$	\$	\$	\$	\$
Bridges/ Culverts	\$	\$	\$	\$	\$	\$
Safety Devises	\$	\$	\$	\$	\$	\$
Winter Control	\$	\$	\$	\$	\$	\$
Totals	\$	\$	\$	\$	\$	\$

SCHEDULE “H”

**WINTER ROAD SALT USE AND WINTER CONTROL OPERATIONS
QUESTIONNAIRE FORMAT**

SCHEDULE “I”
QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)
FORMAT

SCHEDULE “I”

QUARTERLY INSPECTION REPORT (COUNTY TO MUNICIPALITY)

Date:
Municipality:

Item Number	Road Name	Location Description (Address)	Maintenance Deficiency	Date Identified	Date Repaired / Scheduled	Notes	Patroller

SCHEDULE “J-1”

TERMS OF REFERENCE – OPERATIONS COMMITTEE

SCHEDULE “J-1”

TERMS OF REFERENCE – OPERATIONS COMMITTEE

Mandate:

1. Identification and details of upcoming repair/maintenance projects relevant to Road Maintenance Agreement.
2. Identification and details of upcoming capital projects relevant to Road Maintenance Agreement.
3. Identification, discussion, and resolution of operational issues related to Road Maintenance Agreement.
4. Referral of unresolved issues related to Road Maintenance Agreement to Governance Committee.
5. Identification and discussion of potential shared procurement opportunities for County and Local Municipal Partners as relevant to Road Maintenance Agreement.
6. Coordination of shared Service delivery relevant to Road Maintenance Agreement.

Composition:

County Engineer (or designate); and
Local Municipal Roads Superintendents (or designates).

Quorum:

County Engineer (or designate) plus majority of Local Municipal Roads Superintendents (or designates).

Chair:

County Engineer (or designate).

Recorder:

Arranged and provided by County Engineer.

Meeting Schedule:

At least one (1) meeting per quarter calendar year upon dates and at times established by Committee Members at first meeting of Committee each calendar year.

Agenda

1. To be prepared and circulated by County representative at least ten (10) days prior to next scheduled meeting.
2. Specific agenda item requests, including relevant documentation, to be delivered to County representative at least seven (7) days prior to Agenda circulation date.

SCHEDULE “J-2”
TERMS OF REFERENCE – GOVERNANCE COMMITTEE

SCHEDULE “J-2”

TERMS OF REFERENCE – GOVERNANCE COMMITTEE

Mandate:

1. Receive and consider the Annual Compliance Report prepared and delivered by the County.
2. Identify, consider, and provide direction/guidance in relation to organizational and/or systemic concerns relating to Road Maintenance Agreement, including but not limited to matters identified within the Annual Compliance Report prepared and delivered by the County.
3. Consider and discuss unresolved operational issues referred from Operations Committee.
4. Identify consensual draft amendments to Road Maintenance Agreement for presentation to Elgin County Council and Local Municipal Councils, such amendments to include but not to be limited to subject matter of any resolution of operational issues referred from Operations Committee.
5. Consider and promote general compliance with provisions of Road Maintenance Agreement.

Composition:

Chief Administrative Officer – Elgin (County) (or designate); and,
Chief Administrative Officers - Local Municipal Partners (or designates).

Meeting Schedule:

As required but at least semi-annually, including as convened and held in conjunction with any regular meeting of Chief Administrative Officers of both Elgin (County) and all constituent Local Municipal Partners within the territorial limits of Elgin County.

Agenda

1. To be prepared and circulated by Elgin (County) Chief Administrative Officer at least seven (7) days prior to next scheduled meeting.
2. Specific agenda item requests, including relevant documentation, to be delivered to Elgin (County) Chief Administrative Officer at least seven (7) days prior to Agenda circulation date.

EFFECTIVE as of the 1st day of January, 2023.

B E T W E E N :

THE CORPORATION OF THE
COUNTY OF ELGIN

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN

COUNTY ROADS MAINTENANCE AGREEMENT



Staff Report

Report To: Council Meeting
From: Magda Badura, CAO/Treasurer
Date: 2023-06-08
Subject: Mileage Report and Policy, Finance/Administration 2023-34

Recommendation:

That the Council of the Municipality of West Elgin receives the report from Magda Badura, CAO/Treasurer Re: HR-1.6 Mileage Policy;

And That Council hereby approves the amended HR-1.6 Mileage Policy;

And That Council approves the 2023 CRA recommended mileage rate of \$0.68 per kilometer, effective January 1, 2023.

Purpose:

The purpose of this report is to bring the current mileage rate for the Municipality in line with the 2023 CRA recommended mileage rate and update the policy and by-laws to reflect that change.

Background:

The current HI-1.6 Mileage Policy was brought forward to Council at the Regular Meeting of Council, on June 23, 2022 to discuss updates to implement the Mileage rate at the 2022 recommended CRA rate, however was approved but not initiated.

The 2022 CRA recommended mileage rate was \$0.61/km and increased to \$0.68/km in 2023. Every December, CRA posts the recommended mileage rate for the following year, with separate rates for the first 5,000 kilometers claims and for claims beyond 5,000 kilometres incurred in a calendar year.

In order to ensure mileage reimbursement rates remain in line with the associated costs of driving and maintaining a personal vehicle, it is recommended that the amended policy include an annual adjustment based on what is posted by CRA in late January each year, and to be communicated to and approved by Council during the annual Fees and Charges deliberations.

Financial Implications

An annual estimated amount was projected in 2022 of approximately \$3,000-\$4,000 annually, however the exact impact is impossible to know as mileage claims are variable.

Policies/Legislation

HR-1.6 Mileage Policy

By-Law 2023-10 Fees and Charges

Respectfully submitted by,
Magda Badura CAO/Treasurer

MUNICIPALITY OF WEST ELGIN POLICY MANUAL			
Chapter:	Human Resources	Index No.	HR-1.6
Section:	Benefits	Effective Date:	Feb 17/98
Subject:	Mileage	Revision Date:	Sept 9/10
		Page:	1 of 1

1 PURPOSE:

1.01 To establish a mileage rate for ALL employees.

2 POLICY:

2.01 All employees will be paid mileage when using their own vehicle for conducting business of the municipality. The rate is to be set by ~~resolution of Council~~ **The CRA recommended rate and added to the Fees and Charges By-law Annually.**

3 ADMINISTRATION:

3.01 The Treasurer shall follow this policy in processing requests for payment.

4 ATTACHMENTS:

4.01 None

Council authorization: By-law 98-06
By-law 2003-67
By-law 2004-05
By-law 2007-47
By-law 2010-71

MUNICIPALITY OF WEST ELGIN POLICY MANUAL			
Chapter:	Human Resources	Index No.	HR-1.6
Section:	Benefits	Effective Date:	Feb 17/98
Subject:	Mileage	Revision Date:	June 8, 2023
		Page:	1 of 1

1 PURPOSE:

1.01 To establish a mileage rate for ALL employees.

2 POLICY:

2.01 All employees will be paid mileage when using their own vehicle for conducting business of the municipality. The rate is to be set by the CRA recommended rate and added to the Fees and Charges By-law Annually.

3 ADMINISTRATION:

3.01 The Treasurer shall follow this policy in processing requests for payment.

4 ATTACHMENTS:

4.01 None

Council authorization: By-law 98-06
By-law 2003-67
By-law 2004-05
By-law 2007-47
By-law 2010-71
By-Law 2023-50



Staff Report

Report To: Council Meeting

From: Heather Bouw, Clerk

Date: 2023-06-08

Subject: Determining the Method of Filling the Vacancy of the Deputy Mayor – 2023-32-Clerks

Recommendation:

That the Council of the Municipality of West Elgin receives the report from Heather Bouw, Clerk re: Determining the Method for Filling the Vacancy of the Deputy Mayor; and

That Council of the Municipality of West Elgin decides to fill the vacancy of the Deputy Mayor through Option #_____; and

Directs staff to proceed with the requirements under Option # _____.

Purpose:

The purpose of this report is to provide information to Council on options to fill vacancies on Council.. Cost estimates are also outlined in this report.

Background:

Council declared the seat of the Deputy Mayor vacant at their May 25th, 2023 meeting by by-law. Council must now make a decision regarding in what manner to fill this vacancy within 60 days of the declaration. Section 263 of the Municipal Act, 2001 provides that:

- **Filling vacancies**

Section 263 (1) If a vacancy occurs in the office of a member of Council, the municipality shall, subject to this section,

- (a) fill the vacancy by appointing a person who has consented to accept the office if appointed, or
- (b) require a by-election to be held to fill the vacancy in accordance with the Municipal Elections Act, 1996. 2001, c.25 s.263 (1)

- **Rules applying to filling vacancies**

Section 263 (5) The following rules apply to filling vacancies:

1. Within 60 days after the day a declaration of vacancy is made with respect to the vacancy under Section 262, the municipality shall:

- i. appoint a person to fill the vacancy under subsection (1) or (4), or
- ii. pass a by-law requiring a by-election to be held to fill the vacancy under subsection (1).

- **Appointment**

Should Council determine that the vacancy be filled by appointment, this appointment must occur within 60 days of the declaration of the seat being vacant. The only requirement for appointing a person, as per the *Municipal Act, 2001*, is that they must consent to the appointment, and they must be a qualified elector within the Municipality as per the *Municipal Elections Act*.

Option #1 – Appointment from Council

Council has the right to appoint an already sitting member of Council into the Office of the Deputy Mayor once the seat has been declared vacant. Should Council choose this option, and more than one member of Council wishes to put their name forward, a process would need to be developed and would most likely take the form of appointing a chair or vice chair for a board or committee, which includes a call for nominations, seconding a nomination and voting by secret ballot if more than one nomination is put forward.

Option #2 – Appointment by Call for Applications

Council may approve an appointment process which would permit interested eligible persons to submit an application for appointment to Council. This open call for applications would be advertised on multiple platforms and would include a process including an application form, declaration of qualifications and a personal statement of qualifications. This procedure would include an interview/presentation with Council at a public meeting.

Option #3 – By-Election

Council is permitted to fill the vacancy by directing a by-election to be held. In accordance with Section 23 (5) of the *Municipal Act, 2001*, a by-law must be enacted within 60 days after the seat is declared vacant. Subsequent to the enactment of a by-election by-law, nomination day (last day for nominations) must be not less than 30 days and not more than 60 days thereafter. Voting day shall be 45 days after nomination day.

Financial Implications

There would be minimal costs (staff time) for Options #1 and #2

By-Election (Option #3) – Intellivote quote approx. \$13,000 + the cost of required advertisements and notices required under the *Municipal Elections Act, 1996*.

Policies/Legislation

Municipal Act, 2001

Municipal Elections Act, 1996

Respectfully submitted by

Heather Bouw, Clerk



Staff Report

Report To: Council Meeting

From: Heather Bouw, Clerk

Date: 2023-06-08

Subject: LTVCA – Service Agreement for Mandatory and Non-Mandatory Services – 2023-33-Clerks

Recommendation:

That the Council of the Municipality of West Elgin hereby receives the report from Heather Bouw, Clerk re: Service Agreement for Mandatory and Non-mandatory Services; and

That the Council of the Municipality of West Elgin hereby directs staff to prepare a by-law and that the Mayor and Clerk be authorized to sign the Service Agreement.

Purpose:

At this time, LTVCA is requesting that their member municipalities enter into an agreement that will allow them to continue to provide all of the services outlined in Appendix A for the next five (5) years, and member municipalities will need to agree to continue to pay the levy for those services for the next five (5) years. The LTVCA will not add or delete any services funded through the levy without consulting with the member municipalities. Any changes will require an amendment to the original Service Agreement.

Background

Since 2017, the CA Act has been amended four (4) times to provide further clarity and transparency surrounding the programs and services that Conservation Authorities (Cas) provide and the governance of operations of CAs. These amendments were undertaken through the Building Better Communities and Conserving Watersheds Act, 2017 (Bill 139), the More Homes, More Choice Act, 2019 (Bill 108), the Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020 (Bill 229) and the More Homes Built Faster Act, 2022 (Bill 23).

Under Ontario Regulation 687/21, Conservation Authorities are required to enter into an agreement with their member Municipalities in order to levy members for services provided, other than mandatory services. As of January 1, 2024, Conservation Authorities will only be able to levy municipalities for Provincially mandated services unless they have an agreement with their member municipalities regarding additional services.

While some of these services may be procured on a fee for service basis, many may be in-kind or grant funded. The LTVCA services listed in the attached Categories of Programs and Services Agreement in Appendix A are structured according to LTVCA's current budget framework and encompasses the entirety of services currently offered by the LTVCA.

At the May 25, 2023 meeting of Council, LTVCA representatives Mark Peacock, P. Eng. CAO/Secretary-Treasurer and Valerie Towsley, Watershed Resource Planner attended and reviewed

a slide deck presentation outlining Inventory of Programs and Services as well as Categories of Programs and Services Agreement as follows:

- Category 1: Mandatory programs and services where municipal levy could be used without any agreement
- Category 2: Non-mandatory programs and services at the request of a municipality with municipal funding through an agreement
- Category 3: This category includes other non-mandatory programs and services the CA determines are advisable. These programs may use municipal levy through an agreement.

Council had no concerns during the presentation on the service areas and programs areas, nor on how components of these services and programs have been classified by the LTVCA within each category.

Financial Implications:

Unknown at this time.

Policies/Legislation:

Building Better Communities and Conserving Watersheds Act, 2017 (Bill 139)

More Homes, More Choice Act, 2019 (Bill 108)

Protect, Support and Recover from COVID-19 Act (Budget Measures), 2020 (Bill 229) More Homes Built Faster Act, 2022 (Bill 23)

Ontario Regulation 687/21

Respectfully submitted by,

Heather Bouw, Clerk

Elgin International Club
c/o 104 Regency Drive
Chatham, Ontario
N7L 5A3
[REDACTED]

May 20, 2023



West Elgin Municipal Council
22413 Hoskins Line
Rodney, Ontario
N0L 2C0

Municipal Council,

As executive members of the Elgin International Club, we are respectfully applying for a municipal grant to make necessary repairs to our facility.

The Elgin International Club is an iconic venue in the municipality that has been in existence in its current location since 1975. Founded as a club for the purpose of providing social contact and promoting good citizens that is non-sectarian and non-political, the current directors continue this mission. As well we are committed to promoting and supporting equality, diversity and inclusivity in this ever changing world. The Elgin has been host to countless events that include weddings, celebrations of life, music jamborees, corporate and private parties, yard sales and many other special occasions. Our supporters come from many areas both near and distant, thus our influence is far-reaching!

In addition, the Elgin International Club has worked together with many local service agencies/organizations/companies such as Optimist Club of West Lorne, Rodney Fair Board, Kiwanis of Rodney, Roodzant Seeds, West Lorne Legion and West Lorne Agricultural Society. It is one of our major goals to continue this initiative to inspire community co-operation.

One of the best physical features of our club is our extraordinary parquet dance floor. Due to the hundreds of thousands of feet that have waltzed across the boards, it is in need of a major repair and refinishing. We are hoping the council might consider aiding in this project. We have enclosed three quotes for this repair as well as our most current 2021 financial statement. Please feel free to contact Julie Campbell ([REDACTED]) for any clarification of the quotes or myself for any further information you might need.

We are hopeful that Council will be able to support this worthwhile project so that the Elgin can continue to serve West Elgin Communities for many years to come!

Most sincerely,



Lori Parker – President

Julie Campbell – Vice- President

Bill Eenink

Annie Eenink

Willy Vandyk

Mike Dierickse

Meaghan Balint

Kathrine Roodzant

Crysti Belanger

Please be aware some of the quotes for the flooring do include areas other than the dance floor.

The 2022 financial statement is not yet complete but we will be able to send it as soon as it is finished.

BalsdonFloorSanding@Gmail.com 519-859-1304

TYPE OF WORK: ☐ New ☐ Resand ☐ Repair

	Sq. Ft.	Total
Hall1	72	\$ 324.00
Hall 2	131	\$ 589.50
Hall 3	2100	\$ 9,450.00
Repairs	-	\$ 500.00
New transitions + Install	23 pieces	\$ 650.00
Milage	-	\$ 250.00

Date:	Initial:

Eco / Disposal	-	\$	50.00
Misc	-	\$	50.00

NOTES & REMARKS
All rooms to be clean and clear, everything off floors and walls
Price for repairs to be adjusted if needed for less or more repairs, as they come up
3 coats of clear finish to be applied to floor
1 week turn around please allow 1 week for floor not to be used after final coat
\$550+Tax for any Cancellations 14 Days & Under Prior to Schedul

Subtotal	\$	11,863.50
HST - 13%	\$	1,542.26
TOTAL	\$	13,405.76
Deposit		
Balance		

Start Date _____

Date of Acceptance _____

Signature _____

Signature _____

THIS PROPOSAL IS VALID FOR 90 DAYS

ELGIN INTERNATIONAL CLUB

FINANCIAL STATEMENTS

DECEMBER 31, 2021

(Unaudited — See Notice to Reader)

ELGIN INTERNATIONAL CLUB

TABLE OF CONTENTS

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Notice to Reader	1
Financial Position	2
Statement of Operations	3
Statement of Net Assets	4
Statement of Cash Flows	5
Notes to Financial Statements	6

COMPILATION ENGAGEMENT REPORT

To Management of Elgin International Club

On the basis of information provided by management, we have compiled financial position of Elgin International Club as at December 31, 2021, the statements of operations, net assets and cash flows for the year then ended, and Note 1, which describes the basis of accounting applied in the preparation of the compiled financial information.

Management is responsible for the accompanying financial information, including the accuracy and completeness of the underlying information used to compile it and the selection of the basis of accounting.

We performed this engagement in accordance with Canadian Standard on Related Services (CSRS) 4200, *Compilation Engagements*, which requires us to comply with relevant ethical requirements. Our responsibility is to assist management in the preparation of the financial information.

We did not perform an audit engagement or a review engagement, nor were we required to perform procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an audit opinion or a review conclusion, or provide any form of assurance on the financial information.

Readers are cautioned that the financial information may not be appropriate for their purposes.

Turner Moore LLP

April 22, 2022
Sarnia, Ontario

Chartered Professional Accountants
Licensed Public Accountants

ELGIN INTERNATIONAL CLUB
FINANCIAL POSITION
AS AT DECEMBER 31, 2021
(UNAUDITED - See Compilation Engagement Report)

	2021	2020
ASSETS		
Current assets		
Cash	\$ 13,131	\$ 6,191
Short term investments	26,787	26,636
Subsidy receivable	-	1,104
Due from government agencies	3,233	-
Inventory	1,000	1,144
	44,151	35,075
Tangible capital assets (Notes 1, 2)	29,652	31,179
	\$ 73,803	\$ 66,254
LIABILITIES		
Current liabilities		
Accounts payable and accrued liabilities	\$ 5,377	\$ 5,474
Due to government agencies	-	2,587
	5,377	8,061
NET ASSETS		
Net assets	68,426	58,193
	\$ 73,803	\$ 66,254

Approved on behalf of the Board:

_____ Director

"See Notes to the Financial Statements"

ELGIN INTERNATIONAL CLUB
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2021
(UnAUDITED - See Compilation Engagement Report)

	2021	2020
REVENUE		
Banquets	\$ 8,732	\$ 6,332
Admission fees	68	2,710
Bar and refreshments	10,340	10,689
Membership fees	155	2,058
Hall rental and coat check fees	1,158	1,254
Refunds	26	-
Interest income	202	130
Grants and subsidies	6,479	1,104
	27,160	24,277
EXPENSES		
Accounting and bookkeeping	2,548	1,370
Amortization	1,528	1,703
Bank charges and interest	89	76
Entertainment- bands	1,150	2,050
Food and refreshments	5,169	6,311
Insurance	4,761	4,564
Office supplies	288	274
Property taxes	3,783	4,964
Repairs and maintenance	3,190	3,822
Scholarships	200	200
Subcontract	940	1,554
Supplies	247	1,310
Utilities	3,034	4,370
	26,927	32,568
EXCESS (DEFICIT) FROM OPERATIONS	233	(8,291)
OTHER INCOME		
CEBA loan forgiveness	10,000	-
EXCESS (DEFICIT) OF REVENUE OVER EXPENDITURES	\$ 10,233	\$ (8,291)

"See Notes to the Financial Statements"

ELGIN INTERNATIONAL CLUB
STATEMENT OF NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2021
(UnAUDITED - See Compilation Engagement Report)

	2021	2020
FUND BALANCE, BEGINNING OF THE YEAR	\$ 58,193	\$ 66,484
Excess (deficit) of revenue over expenditures	10,233	(8,291)
FUND FUND BALANCE, END OF THE YEAR	\$ 68,426	\$ 58,193

"See Notes to the Financial Statements"

ELGIN INTERNATIONAL CLUB
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2021
(Unaudited - See Compilation Engagement Report)

	2021	2020
OPERATING ACTIVITIES		
Excess (deficit) of revenue over expenditures	\$ 10,233	\$ (8,291)
Items not requiring an outlay of funds		
Amortization	1,528	1,703
	11,761	(6,588)
Changes in non-cash working capital		
Short term investments	(151)	(47)
Subsidy receivable	1,104	(1,104)
Due from government agencies	(3,233)	3,871
Inventory	144	3,579
Accounts payable and accrued liabilities	(98)	(4,285)
Due to government agencies	(2,587)	2,587
Net cash provided by operations	6,940	(1,987)
Net increase (decrease) in cash and cash equivalents	6,940	(1,987)
Cash and cash equivalents, beginning of the year	6,191	8,178
Cash and cash equivalents, end of the year	\$ 13,131	\$ 6,191

"See Notes to the Financial Statements"

ELGIN INTERNATIONAL CLUB
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021
(UNAUDITED - See Compilation Engagement Report)

1 SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements have been prepared in accordance with the modified accrual basis of accounting, which include the following significant policies:

Inventory

Inventory is valued at an estimated amount as provided by management.

Investments

Investments are reported at cost.

Tangible Capital Assets

Tangible capital assets are recorded at cost. Amortization is provided annually at the following annual rates, except in the year of acquisition when one half of the rate is used.

Equipment	20 %	declining balance
Furniture & Fixtures	20 %	declining balance
Parking lot	8 %	declining balance

Accounts payables and accruals

Accounts payables and accruals are comprised of amounts owed for goods and services received.

Due to (from) government agencies

Due to (from) government agencies is comprised of amounts owed for HST

ELGIN INTERNATIONAL CLUB
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021
(UnAUDITED - See Compilation Engagement Report)

2 TANGIBLE CAPITAL ASSETS

	2021			2020
	Cost	Accumulated Amortization	Net	Net
Land	\$ 5,000	\$ -	\$ 5,000	\$ 5,000
Building	188,006	166,394	21,612	22,512
Furniture & Fixtures	78,147	75,544	2,603	3,053
Parking lot	29,102	28,665	437	614
	\$ 300,255	\$ 270,603	\$ 29,652	\$ 31,179

FLATOUT FLOORING

1835 Oxford St. East
London, ON N5V 2Z6
Ph: 519-681-7771
Fax: 519-681-7774

Quotation

Date:	April 15, 2023
Prepared By:	Matt Halpin

Customer

Elgin International Club
11558 Kerr Rd
West Lorne, ON N0L 2P0
519-476-5870

Project

Attention: Julie Campbell
Elgin International Club
11558 Kerr Rd, West Lorne, ON N0L 2P0

Description of Services

HARDWOOD FLOORING

- **Repair Parquet Flooring (Approx 3 Blocks)**
- **Buff, Clean, Prime, and Finish Parquet Hardwood Floor**
Bona Traffic HD Floor Finish

Optional Separate Prices (Not Included in Sub-Total)

- **Option #1 - Deep Sand Parquet Hardwood Floor** -----> **ADD \$4,650.00**
Deep Sand, Clean, Seal, and Finish Parquet Dance Floor
Bona DriFast Sealer
Bona Traffic HD Floor Finish
- **Option #2 - Replace Dance Floor Perimeter Transition** -----> **ADD \$675.00**
1-1/2" Bevel Bar, Hammered Titanium, by M-D Pro
- **Option #3 - Stain Parquet Hardwood Floor** -----> **ADD \$1,675.00**
- **Option #4 - Reno Community Room VCT** -----> **ADD \$4,100.00**
Replace Damaged VCT - 12"x12" Excelon VCT, Colour TBD
Strip & Reseal Existing VCT
- **Option #5 - Replace Community Room Wall Base** -----> **ADD \$1,425.00**
Demo & Remove Existing Wall Base
Supply & Install 2-1/2" Rubber Cove Base, Black, by Tarkett
- **Option #6 - Reno Bar Area VCT and Base** -----> **ADD \$3,250.00**
Demo & Remove Existing VCT & Wall Base
Supply & Install 12"x12" Excelon VCT, Colour TBD, by Armstrong
Supply & Install 2-1/2" Rubber Cove Base, Black, by Tarkett

Special Notes, Instructions, and Exclusions

1. Owner to supply power and electrician as required for equipment
2. Optional pricing assumes acceptance of base pricing and does not constitute a standalone quote
3. Moisture testing not included
4. Quotation based on work area being free and clear of other trades/tools/equipment/etc.
5. Gymnasium to be fully accessible for Flatout Flooring and empty of all equipment/other miscellaneous items which may interfere with the work
6. Quotation based on 1 mobilization
7. This quotation is not an invoice and only an estimate of services/goods described above
8. Quotation based on regular working hours
9. Quotation valid for 30 days

Subtotal	\$6,800.00
Sales Tax	\$884.00
Total	\$7,684.00

Please confirm your acceptance of this quote by signing this document and returning it by fax or email.

Print Name

Signature

Date

2-1895 Blue Heron Dr
London, ON N6H 5L9
P: 519-471-1089
admin@rggibson.com

Date	Estimate #
2023-04-20	6702

Invoice To
Elgin International Club 11558 Kerr Rd Westlorne 519-933-8093

Phone #	Terms	P.O. No.

Description	Qty	Rate	Amount
Main Hall 2300 sq ft			
Sand & Finish Hardwood flooring with 3 coats of Finitec Ex Tech Commercial Satin	2,300	3.50	8,050.00
Punch / Fill Face nails. Lift and re glue loose areas / Supply and install new Parquet in missing areas	1	350.00	350.00
Supply and Install 160 feet of new 1-1/4" Binder Bar from Wood to tile	160	5.50	880.00
Please note we offer a payment program			
30% Plus HST Total (\$3,990.40) upon completion			
6 postdated Cheques for \$1,082.66			
HST (ON) on sales		13.00%	1,206.40
Total			\$10,486.40

GST/HST No. 106410145



MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2023-46

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property known as V/L NS Fleming Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

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

1. That Schedule "A" Map No. 2 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **General Agricultural Special Regulation 8 (A1-8) Zone** for those lands hatched and described as A1-8, on Schedule "A" attached hereto and forming part of this By-law, being Pt. Lot 6, Concession 1 WD/Broken Front, Part 1, RP 11R 7842 Municipality of West Elgin.
2. That By-law No. 2015-36, as amended, is hereby further amended by adding the following subsection as 5.3.8 a) as follows:

“5.3.8 a) **Defined Area** (VL NS Fleming Line)

A1-8 as shown on Schedule “A” Map No. 2

Home Occupations

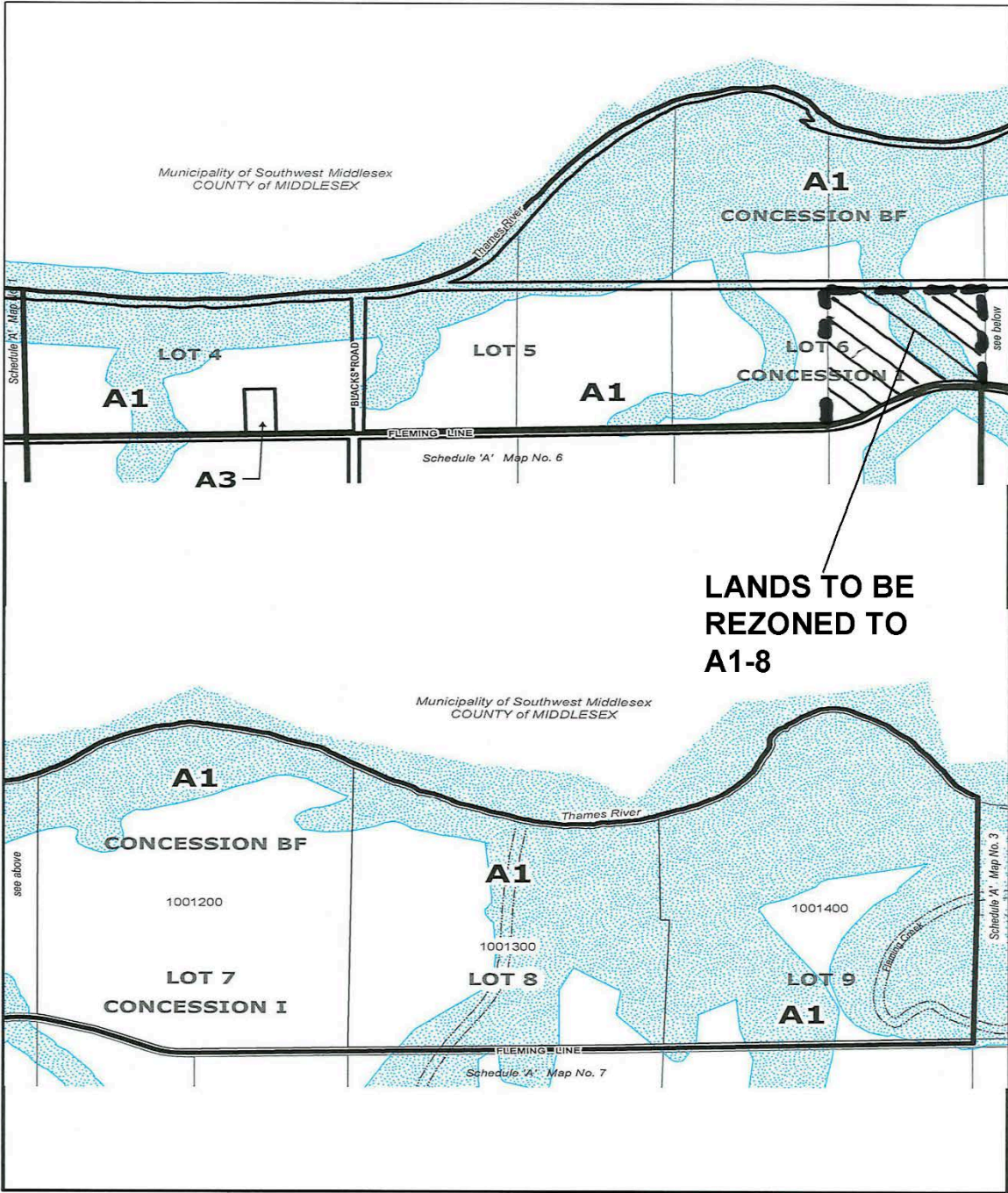
Notwithstanding Section 5.2.4 b) a home occupation within an accessory building on lands known municipally as VL NS Fleming Line shall not exceed 500 square meters in floor area

3. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Ontario Land Tribunal (OLT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 8th day of June 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk

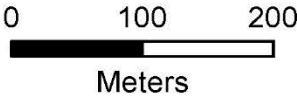
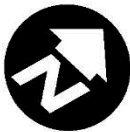


This is Schedule "A" to By-law No. 2023-46
passed on the 8th day of June, 2023

MAYOR

CLERK

MUNICIPALITY OF WEST ELGIN
Comprehensive Zoning By-Law 2015-36
SCHEDULE 'A' MAP 2





MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2023-47

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property at 24365 Crinan Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

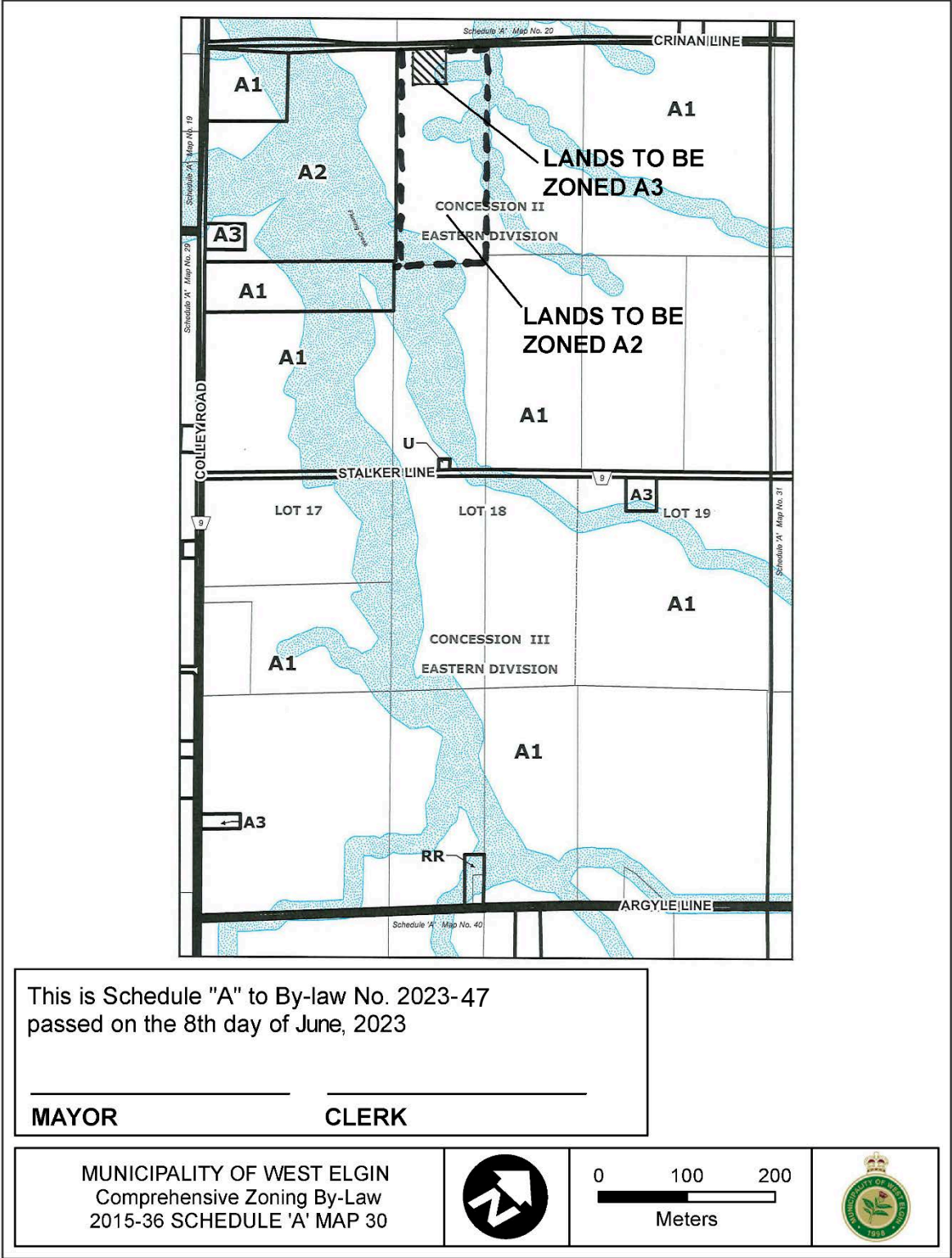
Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. That Schedule "A" Map No. 30 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **Agricultural (A2) Zone** for those lands outlined in heavy dashed lines, and from **Agricultural (A1) Zone** to **Restricted Agricultural (A3) Zone** for those lands hatched on Schedule "A" attached hereto and forming part of this By-law, being Pt. Lot 18, Concession 2, ED, Municipality of West Elgin.
2. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Ontario Land Tribunal (OLT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 8th day of June 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk





MUNICIPALITY OF **West Elgin**

The Corporation of the Municipality of West Elgin

By-Law No. 2023-48

Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property at 20387 Pioneer Line.

Whereas the Council of the Corporation of the Municipality of West Elgin deems it advisable to amend By-law No. 2015-36, as amended, being the Comprehensive Zoning By-law of the Municipality of West Elgin:

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

1. That Schedule "A" Map No. 30 to By-law No. 2015-36, is hereby amended by changing the subject property from **General Agricultural (A1) Zone** to **Agricultural (A2) Zone** for those lands outlined in heavy dashed lines, and from **Agricultural (A1) Zone** to **Restricted Agricultural Special Regulation (A3-7) Zone** for those lands hatched on Schedule "A" attached hereto and forming part of this By-law, being Pt. Lot C, Concession 9, WD, Municipality of West Elgin.

2. That By-law No. 2015-36, as amended, is hereby further amended by adding the following subsection as follows:

“7.3.7 a) Defined Area (Knight)

A3-7 as shown on Schedule “A” Map No. 44

7.3.7 b) Minimum Lot Frontage

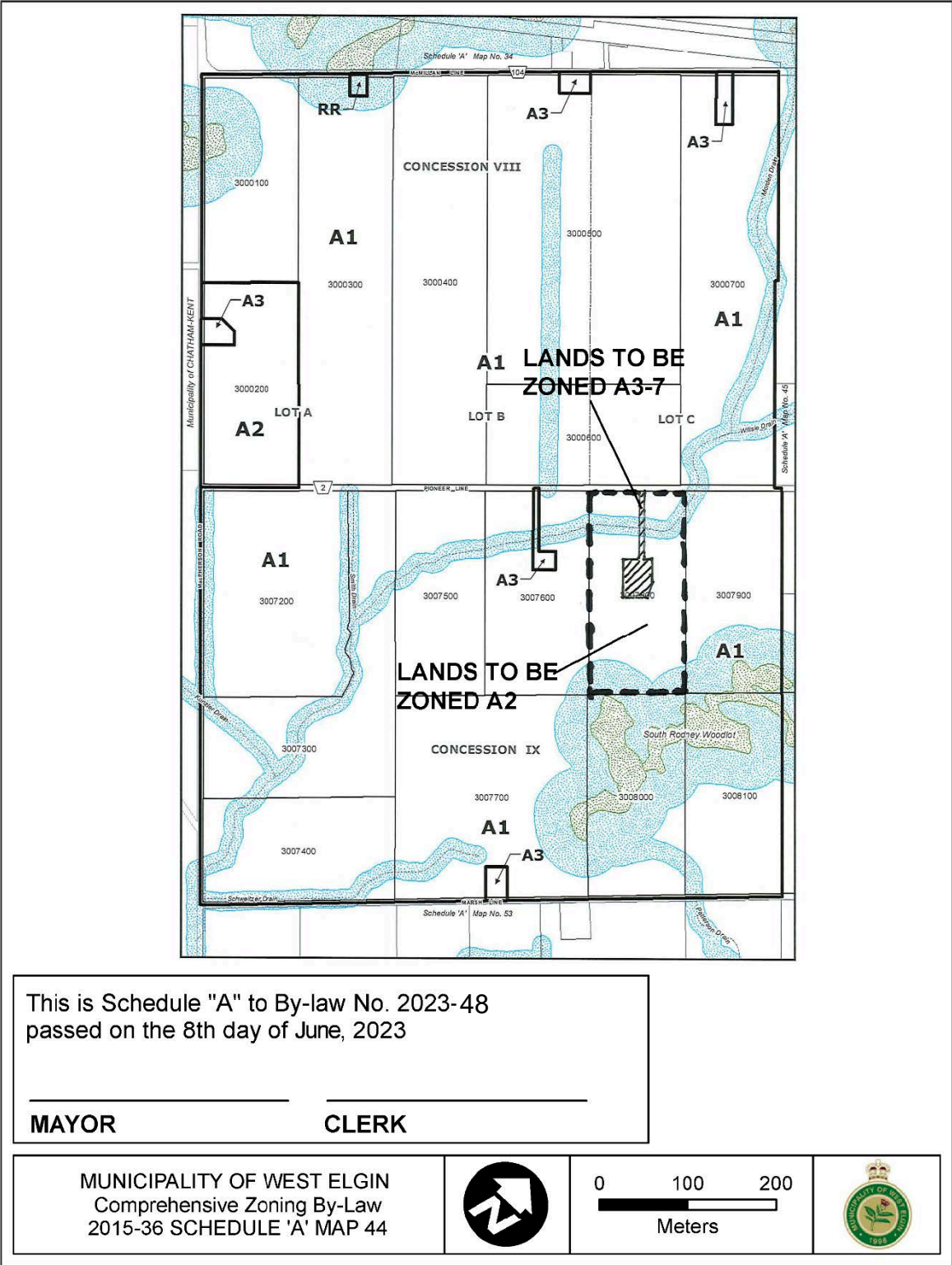
6 metres”

3. This By-law comes into force upon the day it is passed in the event an appeal has not been filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended. In the event an appeal is filed with the Clerk within the time prescribed by the Planning Act, R.S.O. 1990, as amended, the By-law shall be deemed not to have come into force until the appeal has been finally disposed of, whereupon the By-law, except for such parts as are repealed or amended as so directed by the Ontario Land Tribunal (OLT), shall be deemed to have come into force on the day it was passed.

Read a first, second, and third time and finally passed this 8th day of June 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk





MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law 2023-49

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 Terri Towstiuc is hereby appointed Clerk for the Corporation of the Municipality of West Elgin.
2. That By-Law No. 2023-26 is hereby repealed.
3. That this by-law shall be in force and effect on June 8, 2023

Read a first, second, and third time and passed this 8th day of June, 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk



MUNICIPALITY OF West Elgin

The Corporation of The Municipality of West Elgin

By-Law No. 2023-50

Being a By-Law to Amend By-Law 2022-42 to Provide for Various Fees and Charges for the Municipality of West Elgin for 2023

Whereas Section 5(3) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipal power shall be exercised by by-law; and

Whereas Section 10(1) of the *Municipal Act*, provides that a municipality may provide any service or thing that municipality considers necessary or desirable for the public; and

Whereas Section 10(2) of the *Municipal Act*, provides that a municipality may pass by-laws respecting: in paragraph 7, Services and things that the municipality is authorized to provide under subsection (1); and

Whereas Section 391(1) of the *Municipal Act*, provides that a municipality may impose fees or charges on persons:

- (a) for services and activities provided or done by or on behalf of it;
- (b) for costs payable by it for services and activities provided or done by or on behalf of any other municipality or any local board; and
- (c) for the use of its property including property under its control; and

Whereas it is deemed expedient to amend By-Law 2023-10, being a by-law to provide for the fees and charges for the Municipality of West Elgin, passed on January 26, 2023;

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

1. That Policy HR-1.6 Mileage is hereby amended by changing the Mileage fee to \$0.68, as per the prescribed Canada Revenue Agency current rate.
2. That 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 22nd day of June, 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk



MUNICIPALITY OF West Elgin

The Corporation of the Municipality of West Elgin

By-Law No. 2023-51

Being a By-law to Authorize the Execution of an Agreement with the Rodney Cemetery Company Pursuant to the Deed of Gift

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 Section 20 of the *Municipal Act, 2001*, S.O. 2001 as amended authorizes a municipality to enter into agreements; and

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with the Rodney Cemetery Company.

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with the Rodney Cemetery Company, identified as Schedule "A" and Fund Management Summary, identified as Schedule "B", attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on June 8, 2023.

Read a first, second, and third time and passed this 8th day of June, 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk

THIS DEED OF GIFT is given effect the day of May, 2023.

B E T W E E N:

The Trustees of the Rodney Cemetery Company
(hereinafter referred to as "the Donor")

OF THE FIRST PART;

- and -

The Corporation of the Municipality of West Elgin
(hereinafter referred to as "the Donee")

OF THE SECOND PART.

WHEREAS the Donor wishes to gift absolutely, unconditionally and forever, the sum of \$700,000.00 to the Donee;

NOW THEREFORE THIS DEED WITNESSETH:

1. The Donor hereby irrevocably gifts, gives, grants, conveys, transfers and assigns unto the Donee the sum of \$700,000.00 absolutely and forever for the Donee's immediate, sole and exclusive use, benefit and enjoyment (the "Gift").
2. The Donee hereby acknowledges receipt of and irrevocably accepts the sum of \$700,000.00 for its immediate, sole and exclusive use, benefit and enjoyment.
3. This Deed of Gift shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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RODNEY CEMETERY

c/o Bill Denning, Secretary/Treasurer
 Box 94, Rodney, ON N0L 2C0
 Email: bill@dennings.ca

Evergreen Cemetery, West Lorne Pat Watterworth 10657 Graham Road, West Lorne, Ont. N0L 2P0	\$10,000
McLean Cemetery, Rodney Norma McPhail 14804 Blacks Road, Wardsville, Ont. N0L 2N0	\$10,000
Purcell Cemetery, Rodney Rhonda Long 310-420 North Street, London, Ont. N6K 2H6	\$10,000
Pioneer Cemetery, New Glasgow Brenda Szusz 22436 Talbot Line, Rodney, Ont. N0L 2C0	\$10,000
Love Cemetery, West Lorne Jerry Ross 27707 Pioneer Line, Dutton, Ont. N0L 1J0	\$10,000
McColl Cemetery, West Lorne Don McColl 379 Vesta Place, London, Ont. N5Y 1G4	\$10,000
Gillies Cemetery, West Lorne Pat Watterworth 10657 Graham Road, West Lorne, Ont. N0L 2C0	\$10,000
Calvary United Church Cemetery, Churchville John Miller 11902 Bates Drive, Chatham-Kent, Ont. N0P 1X0	\$10,000
Ford Cemetery, Rodney Mac Ford 20272 Talbot Line, Rodney, Ont. N0L 2C0	\$10,000
Rodney Horticultural Society Carol Pepper 21140 Marsh Line, Rodney, Ontario N0L 2C0	\$ 6,500
West Lorne Horticultural Society Samm Okolisan 24322 Silver Clay Line, West Lorne, Ont. N0L 2P0	\$ 6,500
West Elgin Legion Karen Goncalves 10927 Graham Road, West Lorne, Ont. N0L 2P0	\$14,500

RodCem: West Elgin reservefund

RODNEY CEMETERY

c/o Bill Denning, Secretary/Treasurer
Box 94, Rodney, ON N0L 2C0
Email: bill@dennings.ca

Rodney Kiwanis Club Larry Schneider 221 Second Street, Rodney, Ont. N0L 2C0	\$25,000
West Lorne Optimists Trisha Pearson 198 Queen Street, Rodney, Ont, N0L 2C0	\$25,000
Rodney Lions Club Bill Smith 14006 Furnival Road, Rodney, Ont. N0L 2C0	\$25,000
West Lorne Heritage Homes Richard Leatham 23855 Gibb Line, Wardsville, Ont. N0L 2N0	\$25,000
Rodney Aldborough Fair Board Dan Balint P.O. Box 130 Rodney, Ont. N0L 2C0	\$25,000
Rodney Caring Cupboard Mark Szusz 22436 Talbot Line, Rodney, Ont. N0L 2C0	\$ 5,000
Rodney Pool Municipality of West Elgin 22143 Hoskins Line, Rodney, Ontario N0L 2C0	\$25,000
Old Rodney Town Hall Washroom Fund Municipality of West Elgin 22143 Hoskins Line, Rodney, Ontario N0L 2C0	\$20,000
Elgin International Club Lori Parker 104 Regency Drive, Chatham, Ont. N7L 5A3	\$14,500
Hospice of Elgin 613 Talbot Street (Unit 102), St. Thomas, Ont. N5P 1C6	\$ 5,000



MUNICIPALITY OF **West Elgin**

The Corporation Of The Municipality Of West Elgin

By-Law No. 2023-52

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on June 8, 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 June 8, 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 8th day of June, 2023.

Richard Leatham
Mayor

Heather Bouw
Clerk