



# Municipality of West Elgin

## Agenda

### Council Meeting

Date: December 19, 2024, 4:00 p.m.  
Location: Council Chambers  
160 Main Street  
West Lorne

Council Meetings are held in-person at 160 Main Street, West Lorne, and the post-meeting recording available at [www.westelgin.net](http://www.westelgin.net), when available (pending no technical difficulties).

Pages

1. Call to Order

2. Adoption of Agenda

Recommendation:

That West Elgin Council hereby adopts the Regular Council Agenda for December 19, 2024 as presented.

3. Disclosure of Pecuniary Interest

4. Public Meeting

11

Recommendation:

That West Elgin Council hereby proceed into a Public Meeting pursuant to *Development Charges Act*.

#### **4.1 Purpose of the Public Meeting**

The public meeting is to provide for a review of the D.C. background study and to receive public input on the proposed policies and charges. The meeting is a mandatory requirement under the *Development Charges Act* (D.C.A.).

Prior to Council's consideration of a by-law, a background study must be prepared and available to the public a minimum 60 days prior to the D.C. by-law passage.

#### **4.2 Watson & Associates Presentation Re: Development Charges Public Meeting, December 19, 2024**

#### **4.3 Council Comment**

#### **4.4 Public Comment or Question**

#### **4.5 Adjournment of Public Meeting**

Recommendation:

That West Elgin Council hereby adjourn the Public Meeting, pursuant to the Development Charges Act, and proceed into regular session.

### **5. Adoption of Minutes**

44

Recommendation:

That West Elgin Council hereby adopt the Minutes of the Regular Council Meeting, November 28, 2024 and the Special Council Meeting, December 5, 2024, as presented.

### **6. Business Arising from Minutes**

### **7. Staff Reports**

#### **7.1 Building**

##### **7.1.1 Monthly Building Report, November 2024**

56

Recommendation:

That West Elgin Council hereby receives the report from Corey Pemberton, CBO Re: Building Department Summary Report for the month of November 2024.

#### **7.2 Fire**

**7.2.1 Monthly Fire Report, October & November 2024** 58

Recommendation:

That West Elgin Council hereby receives the Monthly Fire report for October, November 2024, from Jeff McArthur, Fire Chief, for information purposes.

**7.3 Operations & Community Services**

**7.3.1 West Elgin Landfill Capacity**

**7.3.2 Monthly Operations, November 2024** 61

Recommendation:

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

**7.3.3 2025 Dust Suppressant Tender** 64

Recommendation:

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

That West Elgin Council approves initiating the tender process for dust suppressant prior to 2025 budget deliberations.

**7.4 Clerk's**

**7.4.1 Pound keeping Services** 67

Recommendation:

That West Elgin Council hereby receives the report from Terri Towstiuic, Clerk Re: Poundkeeping Services; And

**Option 1:** That Council hereby approve the eighteen (18) month term renewal with the Humane Society London Middlesex, for the period of December 31, 2024, ending June 30<sup>th</sup>, 2026.

**Option 2:** That Council hereby approve the proposal received from Southwest Middlesex Animal Shelter, for a five-year term, commencing January 1, 2025, ending December 31, 2029.

And that Council direct staff to initiate a formal agreement for acceptance at the next Regular Meeting.

**7.4.2 Backyard Hens - Final By-law and Application Process** 75

Recommendation:

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk, Re: Backyard Urban Hens, Final Report and By-law; And

That Council approve the application package as presented; And

Further that Council approve the By-law as presented, in the By-law portion of the December 19, 2024 agenda.

**7.4.3 2025 Fees - Recreation and Pool** 116

Recommendation:

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: 2025 Fees for Recreation and Pool; And

That Council \_\_\_\_\_.

**7.5 Finance/Administration**

**7.5.1 2025 Municipal Insurance Renewal** 121

Recommendation:

That West Elgin Council hereby receives the report from M. Badura CAO/Treasurer, re: 2025 Municipal Insurance Renewal as set out in the renewal documents provided by Intact Public Entity dated November 26, 2024; and That West Elgin Council approves payment of the annual premium in the amount of \$410,877.00 plus applicable taxes.



**7.5.2 Compensation Policy for Non-Unionized Employees and Wage Increases**

249

Recommendation:

That West Elgin Council hereby receives the draft copy of the compensation policy from M. Badura, CAO/Treasurer and That, West Elgin council approves the policy as presented.

And That; West Elgin Council repeal policy HR-3.6 – Compensation Policy and 2020-10 Short-term Acting Positions policy.

And That; West Elgin Council approves wage increase of 2.0% in accordance with the October’s Statistics Canada Ontario Consumer Price Index (CPI) for All Goods.

And That; West Elgin Council approves revised 2025 Employee Remuneration schedule for Seasonal Employees.

**7.5.3 2024 EI Premium Reduction**

266

Recommendation:

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

That West Elgin Council hereby approves payment from the Premium Employment Insurance Rate reduction to all full-time employees in the total amount of \$1,936.35, being 5/12 of the total savings of \$ \$4,647.23 realized by West Elgin in 2024.

#### 7.5.4 Next steps for the Port Glasgow Trailer Park Lands

268

Recommendation:

That West Elgin Council receives the report from M. Badura, CAO/Treasurer re: Next steps for the Port Glasgow Trailer Park lands; and That West Elgin council chooses the following recommendations:

**Recommendation #1** That West Elgin Council considers operating the park for the 2025 calendar year and directs staff to bring 2025 PGTP Fees and Charges By-Law for review and approval at the next meeting of council.

**Recommendation #2** That West Elgin Council provide trailer park residents the opportunity to submit offers for consideration; and that the offer be submitted no later than June 30th, 2025.

**Recommendation #3** If no satisfactory offer is received from trailer park residents, it is recommended that the property be advertised for sale on the open market to ensure the Municipality receives fair market value.

**Recommendation #4** (Optional) Staff recommends that Council direct the procurement of a professional appraisal to determine the current market value of the trailer park.

#### 7.5.5 Sale of Lands

273

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Sale of Lands for information only.

### 8. Committee and Board Reports or Updates

### 9. Notice of Motion

### 10. Council Inquires/Announcements

### 11. Correspondence

Recommendation:

That West Elgin Council hereby receive and file all correspondence, not otherwise dealt with.

#### 11.1 Letter dated November 28, 2024, Re: Changes to More Homes Built Faster Act, 2022

276

11.2	County of Elgin, Council Highlights, November 26, 2024	278
11.3	Notice of Decision, Draft Plan of Subdivision, KLM Holdings	282
11.4	County of Elgin, 2025 Planning Fees	291
12.	<b>Items Requiring Council Consideration</b>	
12.1	<b>Meeting Start Time Amendment, February 13, 2025</b>	
	Supervisors and Managers will be participating in Leadership Training until 4:00pm, on Thursday, February 13, 2025. Requesting an amendment to the meeting start time to 5:00pm.	
	Recommendation: That the start time for Thursday, February 13, 2025, be amended to 5:00pm, to accommodate staff Leadership Training.	
12.2	<b>Ombudsman Review</b>	293
	Recommendation: That West Elgin Council hereby acknowledge receipt of the Ombudsman Report, dated December 2024, from Paul Dube, Ombudsman of Ontario Re: Investigation into complaints about closed meetings held by the Municipality of West Elgin on September 14, September 22, September 28, October 12, and October 16, 2023; And  That Council be vigilant in adhering to their individual and collective obligation to ensure that the Municipality complies with its responsibilities under the <i>Municipal Act</i> , 2001; And  That Council ensure that the public is provided with notice of all council meetings that contains the date, time, and location of the meeting, including specific information about how to access the meeting electronically, if appropriate; And  That When relying on the emergency meeting provisions in its procedural by-law to hold a meeting without public notice, the Municipality of West Elgin should ensure it meets the standard set by the procedural by-law for an emergency; And  That Council and staff commit to reviewing the West Elgin Procedural By-law 2024-05, to ensure compliance for all open meetings.	

**12.3 Request for Fee Waiver, Tiny Tots Re: Breakfast with Santa 325**

Recommendation:

That West Elgin Council hereby approve/deny the request from Shelley Smith, Supervisor/RECE, Tiny Tots Cooperative Nursery School of Aldborough Inc. for a fee waiver of \$550 plus applicable taxes, for the Breakfast with Santa event held on Saturday December 7, 2024.

**12.4 Fee Waiver Request, West Lorne Optimist Club, Quarter Auction January 31, 2025 326**

Recommendation:

That West Elgin Council hereby receive the request dated December 16, 2024, from Joan Neil, Co-Chair, Quarter Auction Event, West Lorne Optimist Club for fee waiver, for a Quarter Auction to be held at the Rodney Recreation Centre on Friday, January 31, 2025, for an estimated rental cost of \$200 plus applicable taxes; And

That Council hereby approve/deny the request, as presented.

**13. By-Laws**

**13.1 2024-83 - Committee and Board Appointment 327**

Recommendation:

That By-law 2024-83, being a By-Law to appoint members to the various Boards, Committees and Authorities in the Municipality of West Elgin, and Repeal By-law 2024-32, be read a first, second and third and final time.

**13.2 2024-84 - Backyard Urban Hens 332**

Recommendation:

That By-law 2024-84, being a By-law to regulate and licence the keeping of Backyard Hens within Residential First Density (R1), Hamlet Residential (HR) Rural Residential (RR) Zones in the Municipality of West Elgin, be read a first, second and third and final time.

**13.3 2024-85 - Development Charges 342**

Recommendation:

That By-law 2024-85, being a By-law to establish Development Charges for the Municipality of West Elgin, be read a first, second and third and final time.

**13.4 2024-86 - Drain Debenture, Yauch Drain, 10-Year 356**

Recommendation:

That By-law 2024-86, being a By-law to Authorize the issue of Debentures in the principal amount of \$91,803.26 for the construction of Yauch Drain, be read a first, second and third and final time.

**13.5 2024-87 - Drain Debenture, Yauch Drain, 5-Year 364**

Recommendation:

That By-law 2024-87, being a By-law to Authorize the issue of Debentures in the principal amount of \$18,493.78 for the construction of Yauch Drain, be read a first, second and third and final time.

**13.6 By-law 2024-88, Emergency Management "All Encompassing" By-law 370**

Recommendation:

That By-law 2024-88, being a By-Law to adopt an Emergency Management Program and Emergency Response Plan and to meet other Requirements under the Emergency Management and Civil Protection Act and Repeal By-law 2023-98, be read a first, second and third and final time.

**14. Closed Session**

Recommendation:

That the Council of the Municipality of West Elgin hereby proceeds into Closed Session at \_\_\_\_\_ pm, to discuss matters pursuant to the Municipal Act, Section 239 2(b), being personal matters about identifiable individuals; And Section 239 (2)(d), being labour relations or employee negotiations.

**15. Report from Closed Session**

**16. Confirming By-Law 374**

Recommendation:

That By-law 2024-89 being a By-law to confirm the proceeding of the Regular Meeting of Council held on December 19, 2024, be read a first, second and third and final time.

## 17. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at \_\_\_\_\_ to meet again at 4:00pm, on Thursday, January 9, 2024, or at the call of the Chair.



 Watson  
& Associates  
ECONOMISTS LTD.

## Municipality of West Elgin

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Development Charges Public Meeting  
December 19, 2024

# Format for Public Meeting



- Opening Remarks
- Public Meeting Purpose
- Study Process and Timelines
- Development Charges Overview
- Presentation of the Proposed Charges and Policies
- Presentations by the Public
- Questions from Council
- Conclude Public Meeting



# Public Meeting Purpose



- The public meeting is to provide for a review of the D.C. background study and to receive public input on the proposed policies and charges
- The meeting is a mandatory requirement under the Development Charges Act (D.C.A.)
- Prior to Council's consideration of a by-law, a background study must be prepared and available to the public a minimum 60 days prior to the D.C. by-law passage

# Overview of Process – Timelines



1

**April 2024 to September 2024**

Data collection, staff interviews, D.C. calculations and policy work

2

**September 26, 2024**

Council Workshop

3

**September 27, 2024**

Release of D.C. Background Study and By-law

4

**November 28, 2024**

Public Meeting advertisement placed in newspaper

5

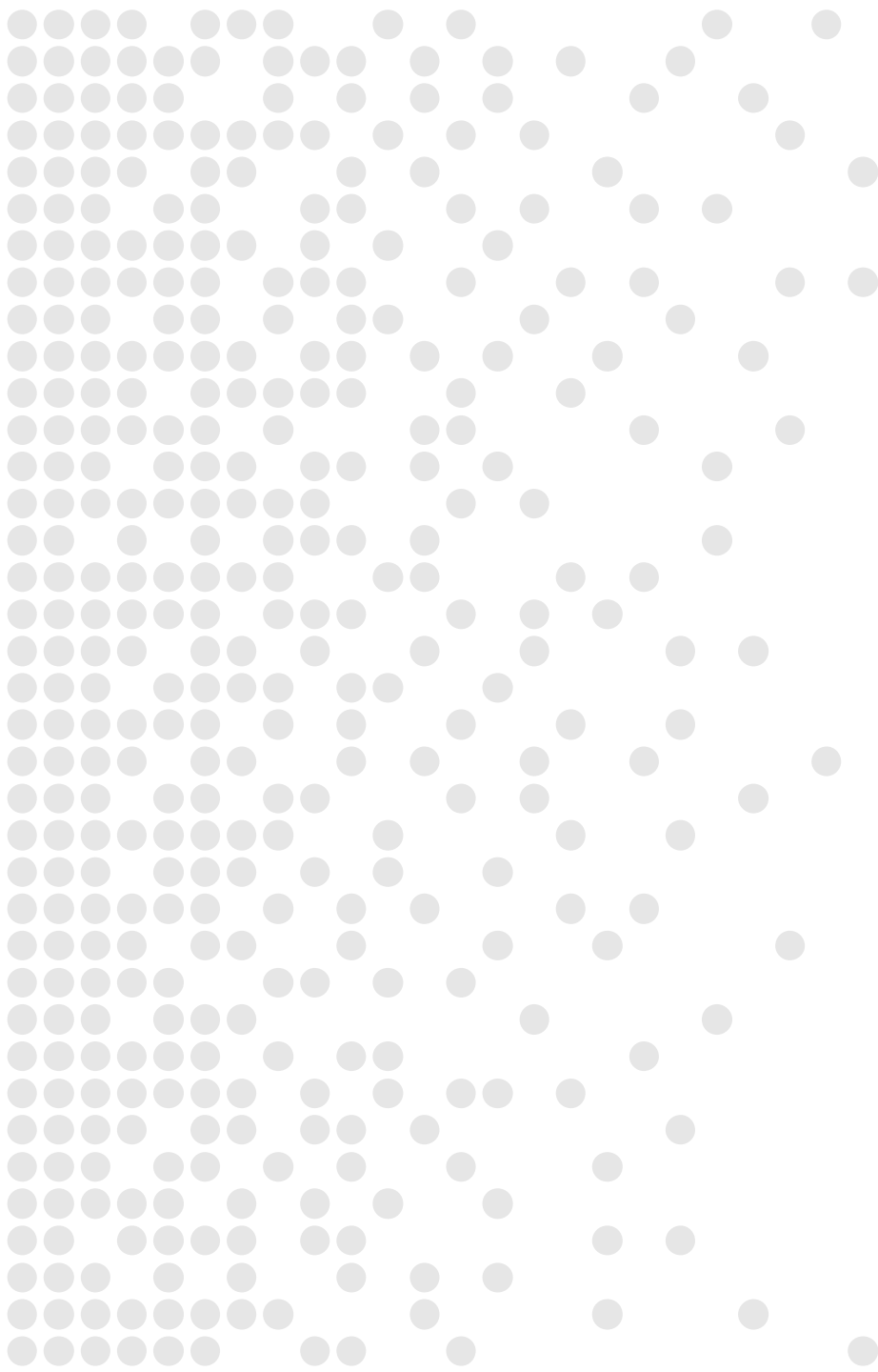
**December 19, 2024**

Public Meeting

6

**December 19, 2024**

Council Consideration of By-law



# Development Charges (D.C.) Overview

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Municipality of West Elgin 2024 D.C.  
Background Study & By-law

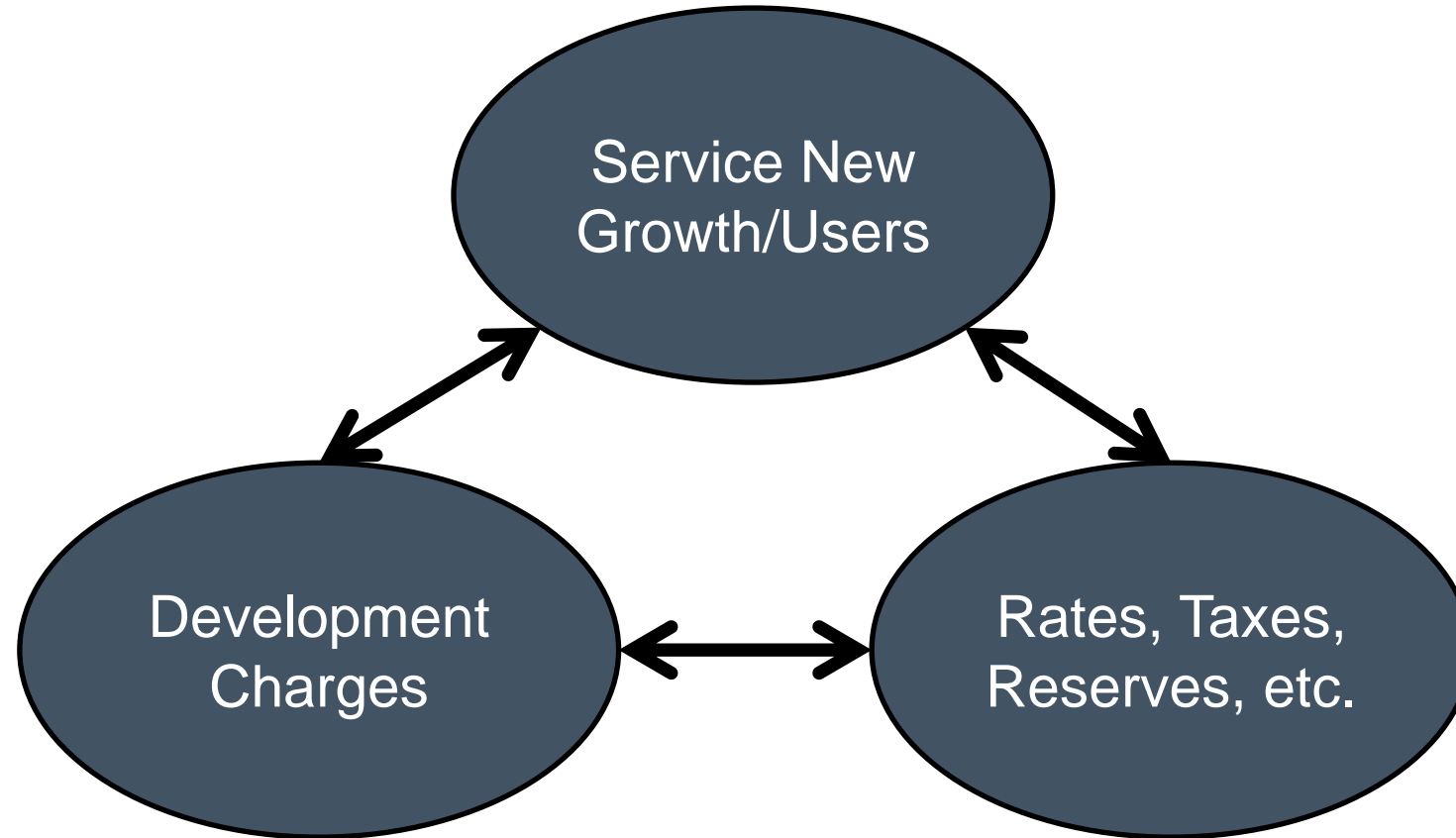
# Development Charges (D.C.s)



## Purpose:

- To recover the capital costs associated with residential and non-residential growth within a municipality
- The capital costs are in addition to what costs would normally be constructed as part of a subdivision (i.e. internal roads, sewers, watermains, sidewalks, streetlights, etc.)
- Municipalities are empowered to impose these charges via the Development Charges Act (D.C.A.)
- Development Charges are typically calculated and imposed at the time of issuance of a building permit

# Relationship Between Needs to Service Growth vs. Funding





## D.C. Methodology

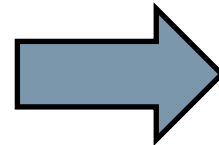
The following provides the overall methodology to calculating the charge:

1. Identify amount, type and location of growth
2. Identify servicing needs to accommodate growth
3. Identify capital costs to provide services to meet the needs
4. Deduct:
  - i. Grants, subsidies and other contributions
  - ii. Benefit to existing development
  - iii. Amounts in excess of 15-year historical service calculation
  - iv. D.C. Reserve funds (where applicable)
5. Net costs then allocated between residential and non-residential benefit
6. Net costs divided by growth to calculate the D.C.

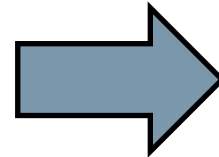
# Overview of the D.C. Calculation



Cost of Infrastructure  
Required to  
Accommodate Growth



Residential and Non-  
residential Growth



\$



Development Charge  
per Unit  
(for Residential Growth)

Development  
Charges

Development Charge  
per Sq.ft. or per Sq.m  
(for Non-residential Growth)

# D.C. Eligible Services

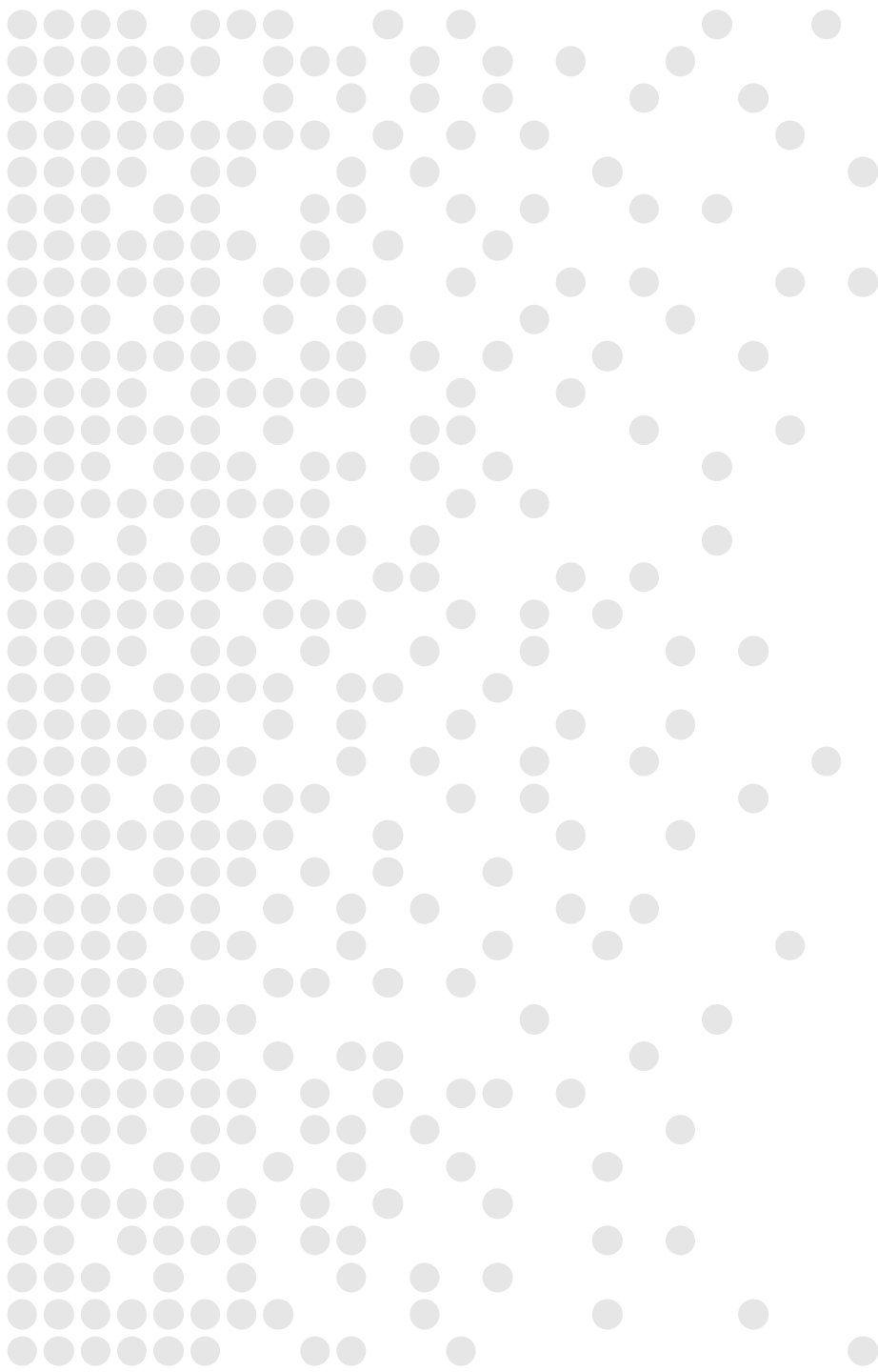


1. **Water**
2. **Wastewater**
3. Storm water drainage
4. **Services related to a highway**
5. Electrical power services.
6. Toronto-York subway extension.
7. Transit
8. Waste diversion
9. Policing Services
10. **Fire protection**
11. Ambulance
12. Library
13. Long-term Care
14. **Parks and Recreation**
15. Public Health services
16. Childcare and early years services
17. Provincial Offences Act
18. Emergency Preparedness
19. Airports (Waterloo Region only)

Blue highlight denotes services included in the 2024 D.C. calculation

Growth studies are included in the D.C. as a class of service



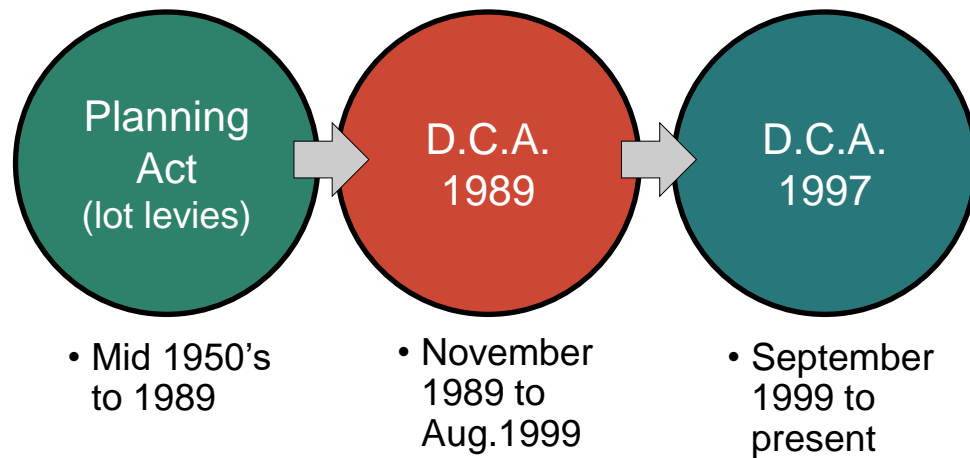


## D.C. Legislation

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Municipality of West Elgin 2024 D.C.  
Background Study & By-law

# History of D.C.s



## Amendments to D.C.A. 1997

1. Bill 73: January 2016
2. Bill 108: June 2019
3. Bill 138: December 2019
4. Bill 197: July 2020
5. Bill 213: December 2020
6. Bill 109: April 2022
7. Bill 23: November 2022
8. Bill 134: December 2023
9. Bill 185: June 2024

# Recent Changes to D.C. Legislation



## **Bills 108 & 138: *More Homes, More Choice Act, 2019 and Plan to Build Ontario Together Act, 2019***

- Instalment payments (for rental housing and institutional developments)
- D.C. freeze for Site Plan and Zoning By-law Applications
  - Once a complete application is received; D.C. rate is frozen. Once the municipality approves application, developer has two years to pull a building permit to maintain frozen rate

## **Bill 197: *COVID-19 Economic Recovery Act, 2020***

- Removal of 10% mandatory deduction
- List of eligible services
- C.B.C legislation (*Planning Act*)

## **Bill 213: *Better for People, Smarter for Business Act, 2020***

- Exemptions for universities

## **Bill 109: *More Homes for Everyone Act, 2022***

- Rules for Annual Treasurer's Statement

# Recent Changes to D.C. Legislation – Cont'd



## Bill 23: *More Homes, Built Faster Act, 2022*

- Additional D.C. exemptions:
  - Inclusionary zoning units
  - Non-profit housing
  - Additional residential units
  - Affordable owned/rental units
  - Attainable units (currently not in force)
- Rental housing discount (based on number of bedrooms – 15%-25%)
- Removal of housing as an eligible D.C. service
- Capital cost amendments (**restrictions to remove studies** and potentially land)
- **Mandatory phase-in of D.C. (maximum charge of 80%, 85%, 90%, 95%, 100% for first five years of the by-law)**
- Maximum Interest Rate for Installments and D.C. Freeze (maximum interest rate would be set at the average prime rate plus 1%)
- Requirement to Allocate 60% of the monies in the reserve funds for Water, Wastewater, and Services Related to a Highway
- D.C. by-law expiry extended to 10 years

Note: The Province passed Bill 185 on June 6, 2024, which removed these requirements (see next slide)

# Recent Changes to D.C. Legislation – Cont'd.



## Bill 134: *Affordable Homes and Good Jobs Act, 2023*

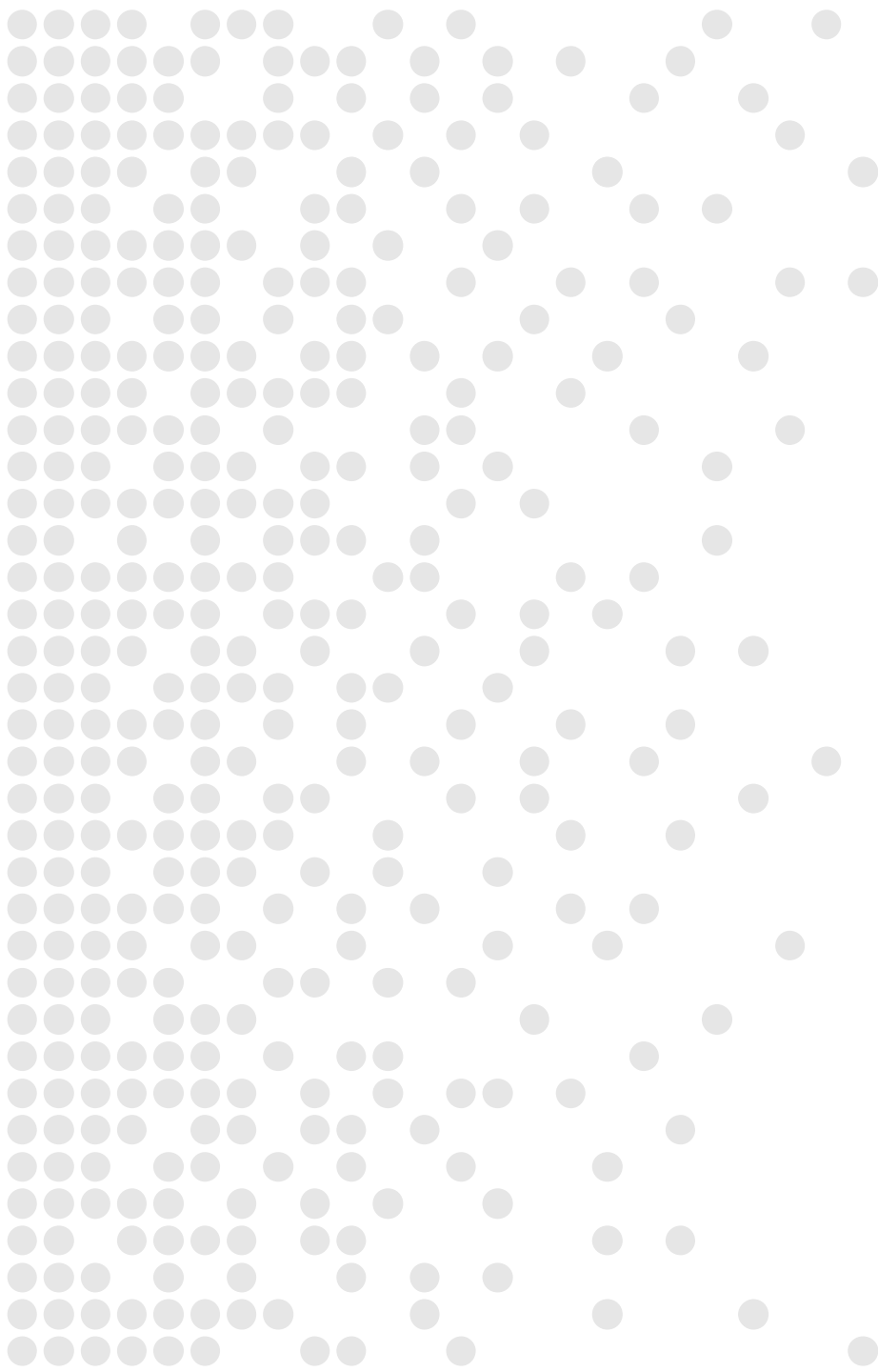
- Revised definition for affordable unit:

**Affordable Rental Unit:** rent is less than 30% of the 60<sup>th</sup> percentile of income for rental households or average market rent set out in Bulletin\*

**Affordable Owned Unit:** cost is less than 30% of the 60<sup>th</sup> percentile of income for households in the municipality or 90% of the average purchase price as defined in Bulletin\*

## Bill 185: *Cutting Red Tape to Build More Homes Act, 2024*

- Removal of mandatory phase-in of charges
- Re-inclusion of studies as an eligible capital cost (included in calculated rates)
- D.C. rate freeze for zoning by-law amendment applications: reduction from two years to 18 months
- Process for minor amendments to D.C. by-laws
- Modernizing public notice requirements



# D.C. Implementation – Policy Matters and Council Considerations

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Municipality of West Elgin 2024 D.C.  
Background Study & By-law

# Timing of Payment



- Typically, D.C.s for all services are payable upon issuance of a building permit for each dwelling unit, building, or structure, subject to early or late payment agreements
- **Installment Payments:** Rental housing and institutional developments will pay D.C.s in 6 equal annual payments commencing at occupancy, subject to annual interest charges at a maximum interest rate of the average prime rate plus 1%
- **Rate Freeze:** The D.C. amount for all developments occurring within eighteen (18) months of a site plan or Zoning By-law Amendment planning approval shall be determined based on the D.C. in effect on the day the applicable Site Plan or Zoning By-law Amendment application was submitted, subject to annual interest charges at a maximum interest rate of the average prime rate plus 1%

As per Bill 108



# Mandatory D.C. Exemptions/ Discounts

- Upper/Lower Tier Governments and School Boards;
- Industrial building expansions (may expand by 50% with no D.C.)
- Development of lands intended for use by a university
- Up to 2 apartments in an existing or new detached, semi-detached, or rowhouse
- Add one additional unit or 1% of existing units in an existing rental residential building
- Affordable inclusionary zoning units
- Non-profit housing
- Discount for rental housing (based on number of bedrooms – 15% to 25%)
- Affordable rental unit
- Affordable owned unit
- **Attainable units (not yet in force)**



# Discretionary D.C. Exemptions & Redevelopment Credits



- Reduce in part or whole D.C. for types of development or classes of development (e.g. industrial or churches);
- May phase-in over time; and
- Redevelopment credits to recognize what is being replaced on site (not specific in the Act but provided by case law)

## **Proposed Discretionary Exemptions for Council's Consideration as part of By-law Passage:**



Places of  
Worship



Bona fide  
farms

Note: Central Elgin, Dutton Dunwich, Southwold, and Chatham-Kent exempt industrial development.

# Indexing



- Without amendment to the D.C. by-law, D.C.s shall be indexed on a mandatory basis every January 1<sup>st</sup> in accordance with the Statistics Canada Quarterly, Non-Residential Building Construction Price Index (Table 18-10-0276-02) for the most recent year-over-year period.

# Transition Period for Developments

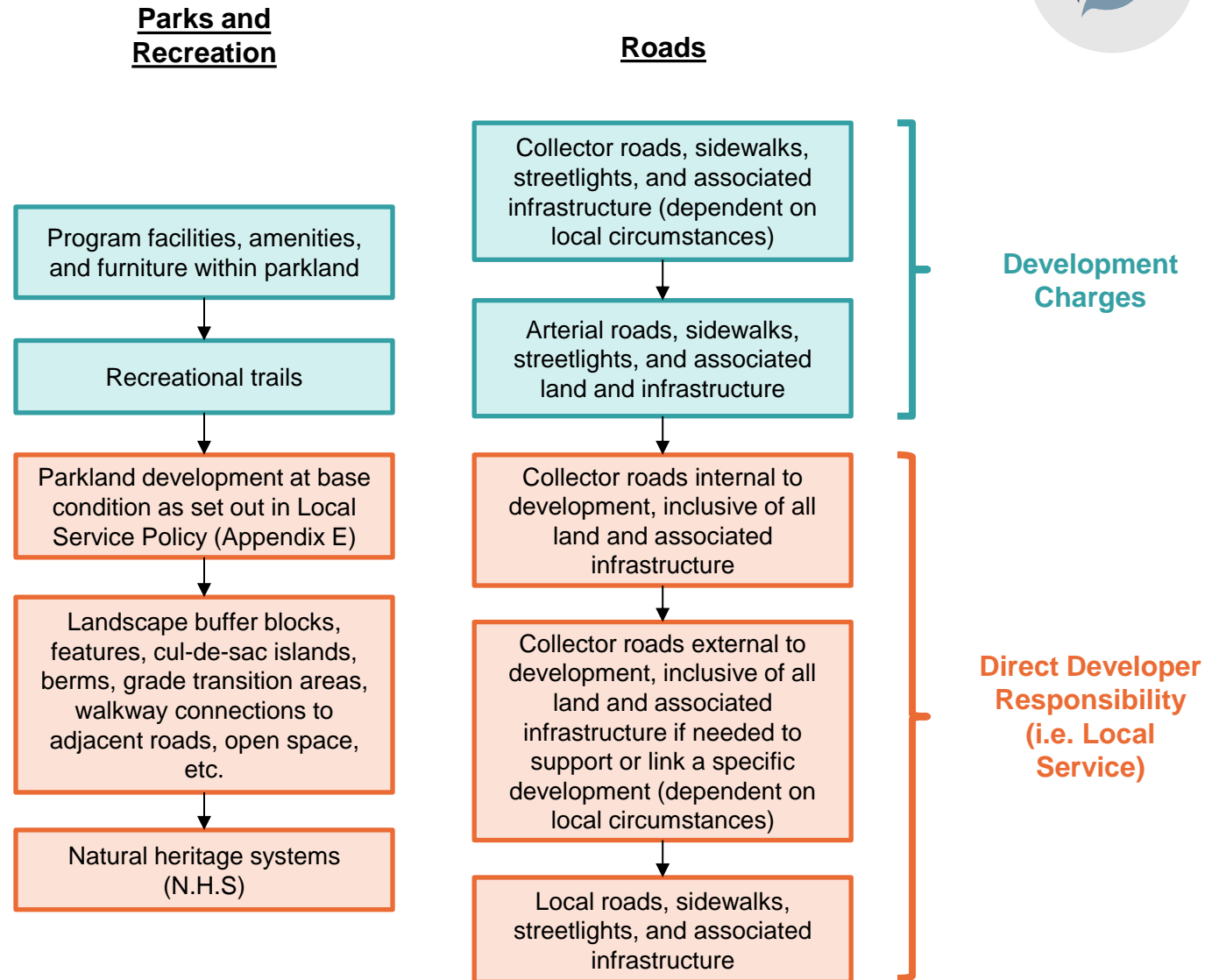


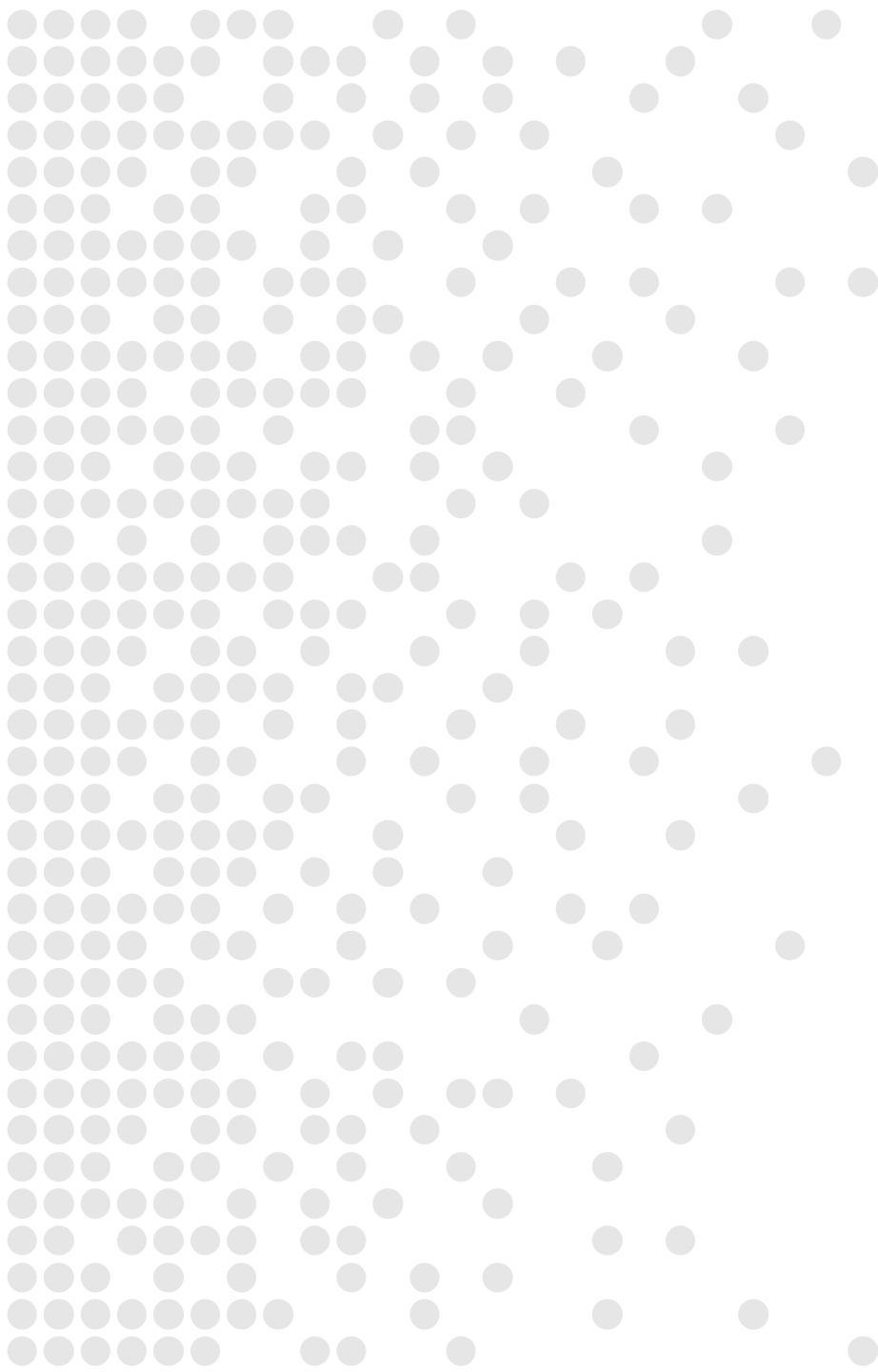
- If a complete application for a development has been submitted prior to the date of the D.C. by-law passage, then the development included in the application would not be subject to a D.C. if a building permit is issued within 6 months of by-law passage.

# Local Service Policy



- Section 59.1(1) and (2) of the Act “No Additional Levies” - prohibits municipalities from imposing additional payments or requiring construction of a service not authorized under the D.C.A. therefore, need to be clear:
  - What will be included in the D.C.; and
  - What will be required by developers as part of their development agreements
- Items considered in Local Service Policies may include:
  - Local, rural, collector & arterial roads,
  - Intersection improvements & traffic signals,
  - Streetlights & sidewalks,
  - Bike Routes/Bike Lanes/Bike Paths/Multi-Use Trails/Naturalized Walkways,
  - Noise Abatement Measures,
  - Land dedications/easements,
  - Water, Wastewater & Stormwater, and
  - Park requirements.





# Growth Forecast Summary

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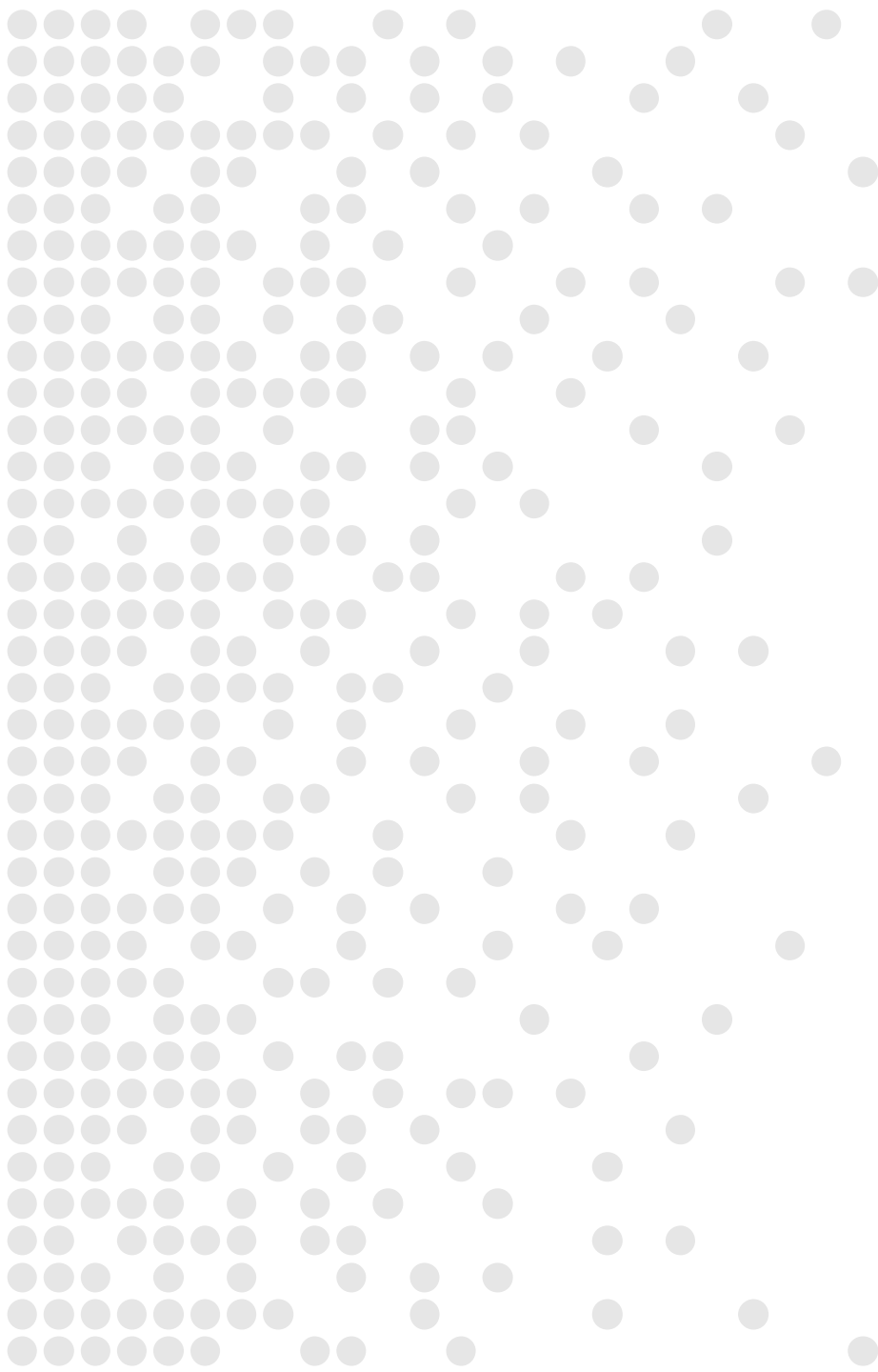
Municipality of West Elgin 2024 D.C.  
Background Study & By-law

# Growth Forecast Summary



<b>Measure</b>	<b>10 Year 2024 to 2033</b>	<b>Long-Term 2024 to 2046</b>
(Net) Population Increase	491	1,090
Residential Unit Increase	359	789
Non-Residential Gross Floor Area Increase (sq.ft.)	540,300	1,174,700

*Source: Watson & Associates Economists Ltd. Forecast 2024*



# Calculated D.C. Rates

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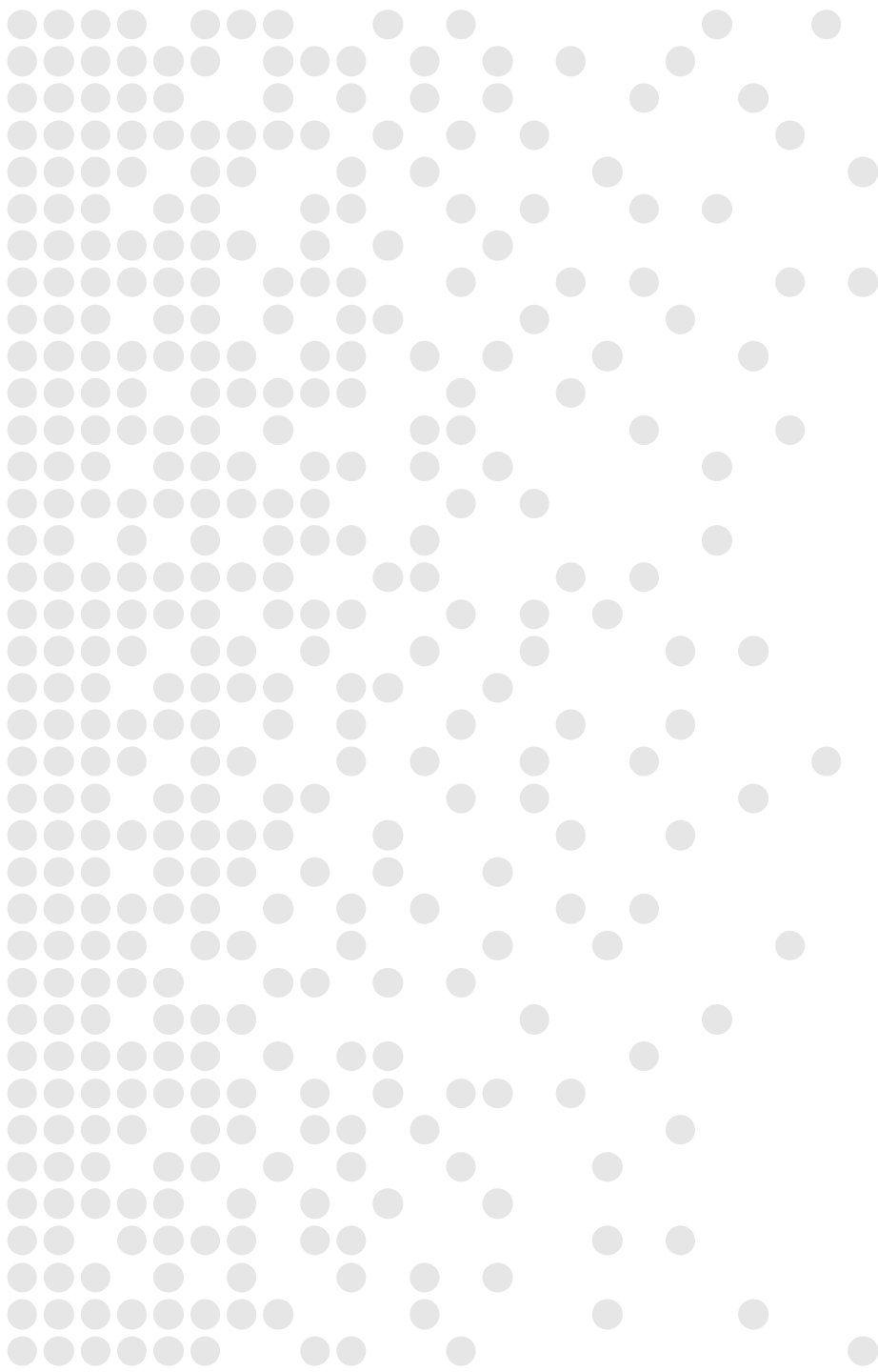
Municipality of West Elgin 2024 D.C.  
Background Study & By-law

# Calculated D.C. Rates



Service/Class of Service	RESIDENTIAL					NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Other Multiples	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Special Care/Special Dwelling Units	(per sq.ft. of Gross Floor Area)
<b>Municipal Wide Services/Class of Service:</b>						
Services Related to a Highway	5,804	4,781	3,810	2,241	2,241	2.60
Fire Protection Services	989	815	649	382	382	0.44
Parks and Recreation Services	2,748	2,264	1,804	1,061	1,061	0.08
Growth Studies	410	338	269	158	158	0.11
<b>Total Municipal Wide Services/Class of Services</b>	<b>9,951</b>	<b>8,198</b>	<b>6,532</b>	<b>3,842</b>	<b>3,842</b>	<b>3.23</b>



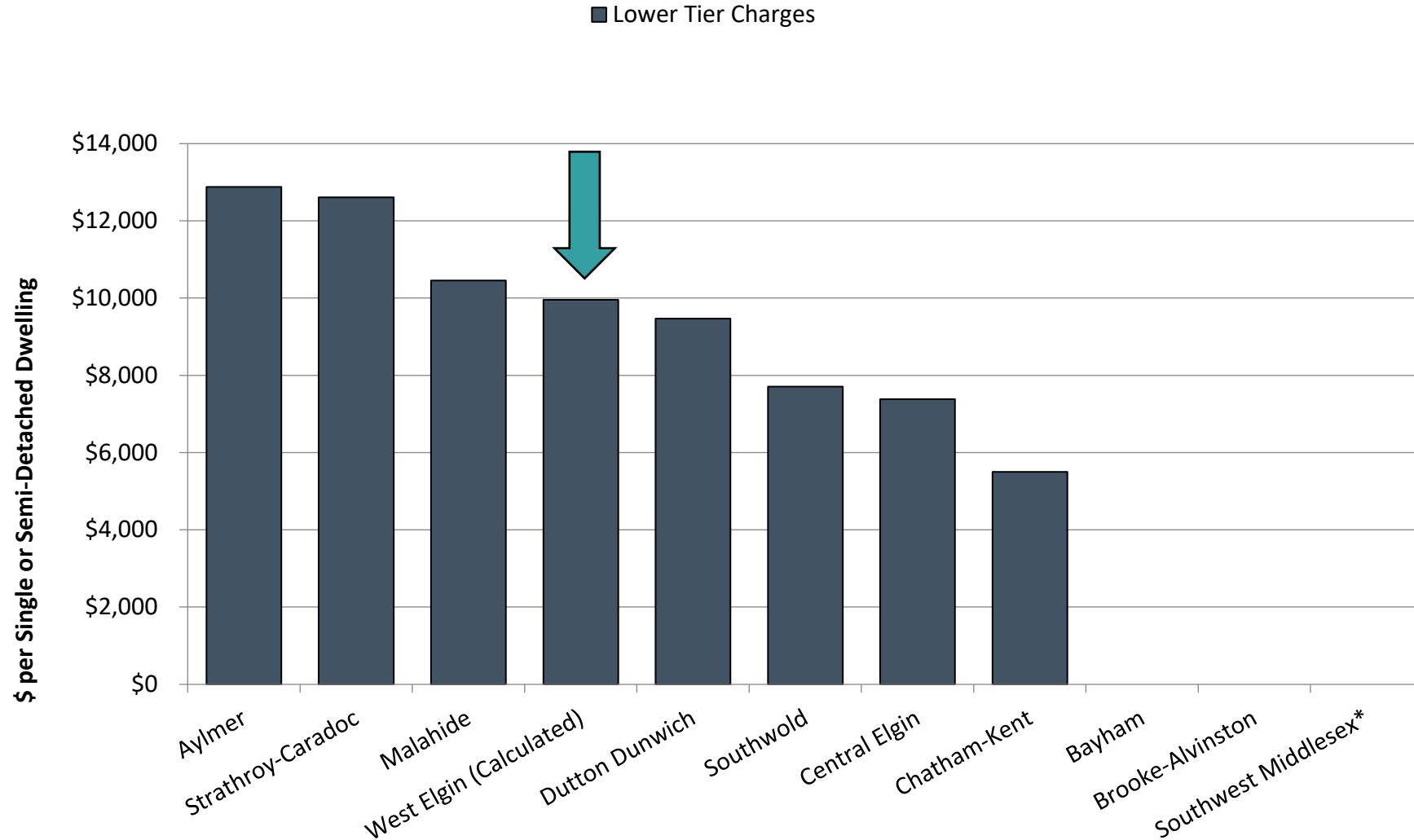


# Survey of Municipal D.C.s

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Municipality of West Elgin 2024 D.C.  
Background Study & By-law

# Survey of Comparator Municipalities – Single/Semi Detached

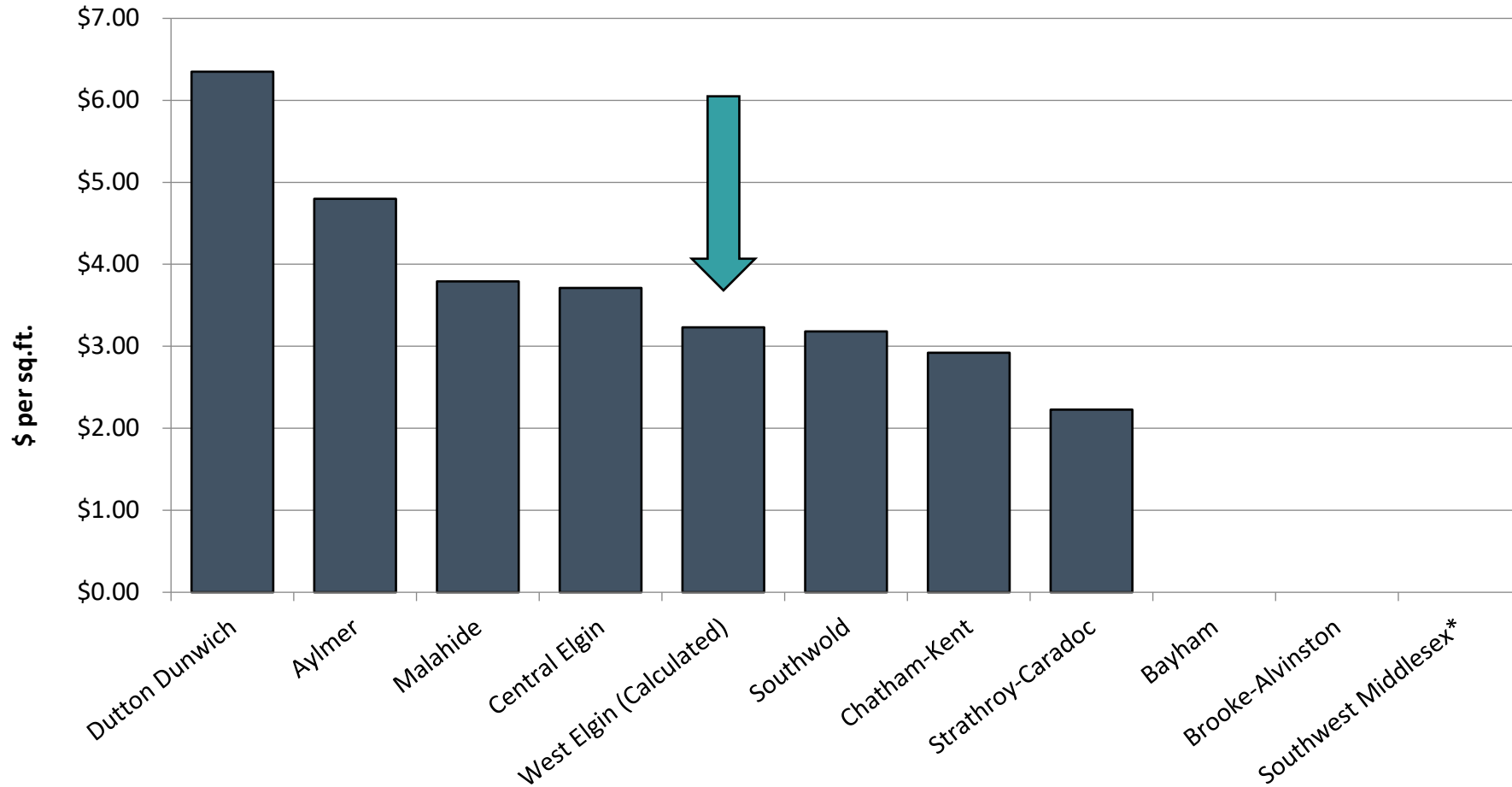


Note: All charges exclude water and wastewater D.C.s  
Bayham charges D.C.s for water and wastewater only  
\*Currently Considering D.C.s

# Survey of Comparator Municipalities – Commercial (per sq.ft.)

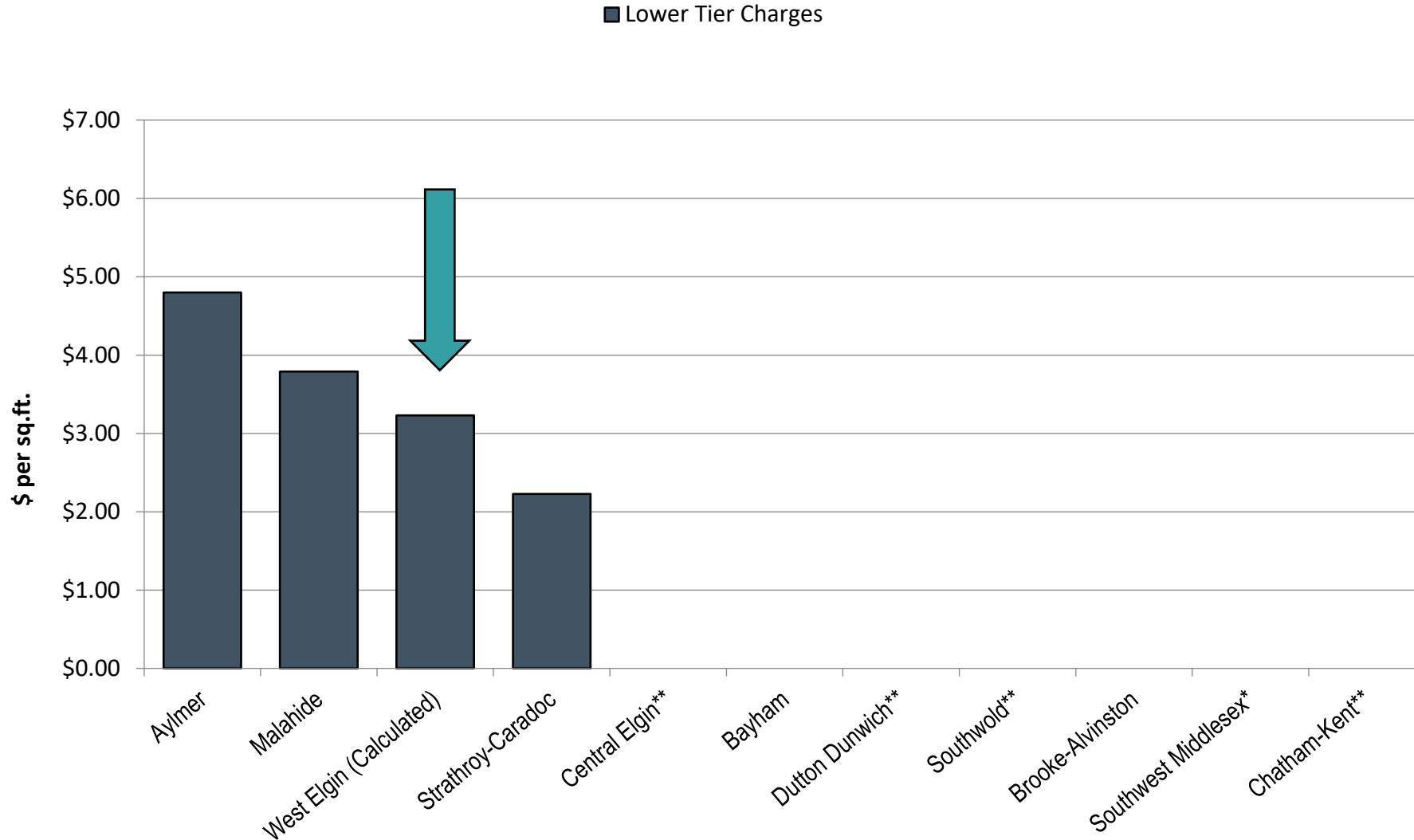


■ Lower Tier Charges



Note: All charges exclude water and wastewater D.C.s  
Bayham charges D.C.s for water and wastewater only  
\*Currently Considering D.C.s

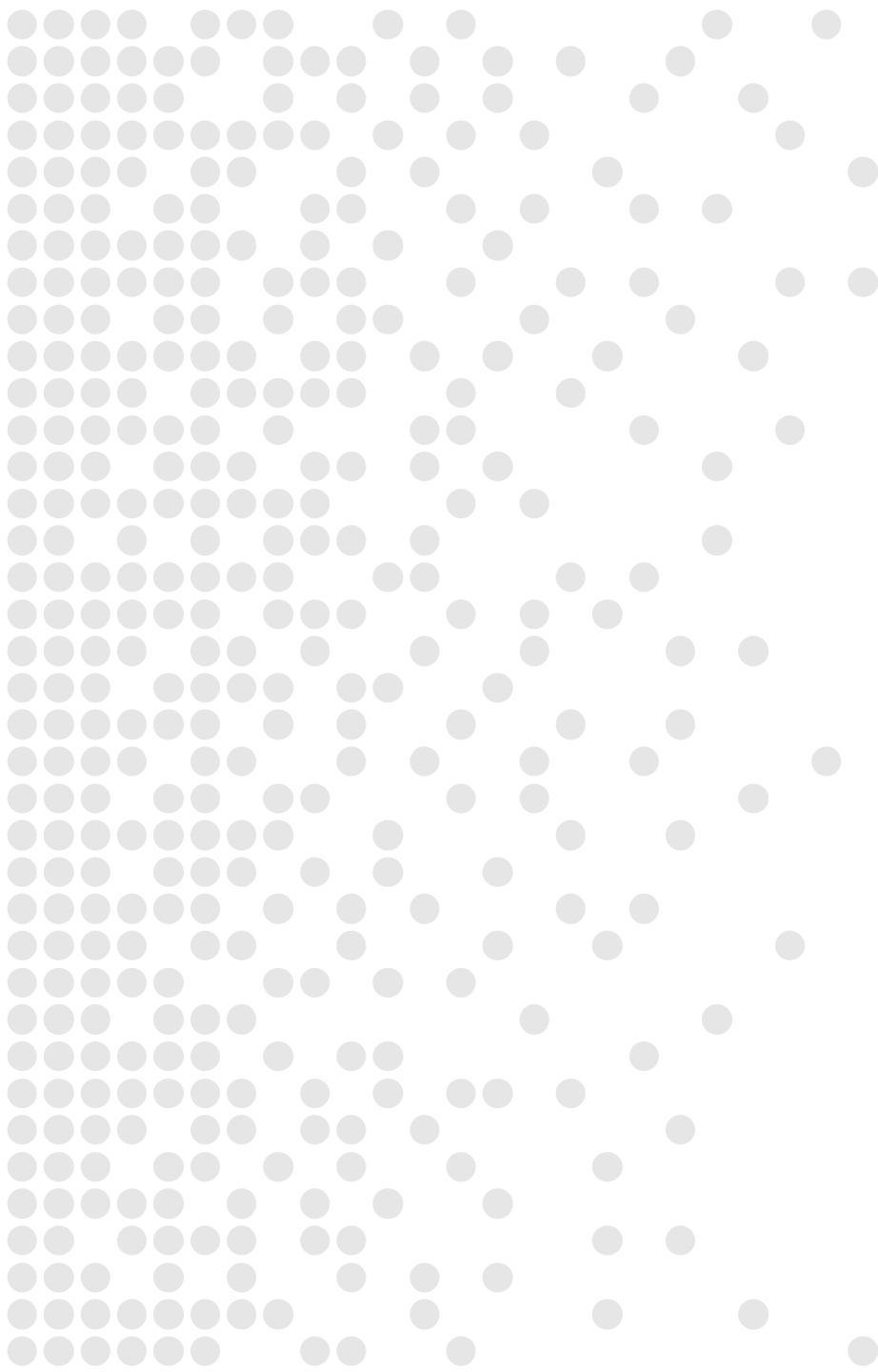
# Survey of Comparator Municipalities – Industrial (per sq.ft.)



Note: All charges exclude water and wastewater D.C.s

\*Currently Considering D.C.s

\*\* Currently exempt industrial development



## Next Steps and Questions

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Municipality of West Elgin 2024 D.C.  
Background Study & By-law

# Next Steps



**April 2024 to September 2024**

Data collection, staff interview, D.C. calculations and policy work



**September 26, 2024**

Council Workshop



**September 27, 2024**

Release of D.C. Background Study and By-law



**November 28, 2024**

Public Meeting advertisement placed in newspaper



**December 19, 2024**

Public Meeting



**December 19, 2024**

Council Consideration of By-law

# Questions





# Municipality of West Elgin

## Minutes

### Council Meeting

November 28, 2024, 4:00 p.m.

Council Chambers

160 Main Street

West Lorne

- Present:** Mayor Leatham  
Deputy Mayor Tellier  
Councillor Denning  
Councillor Statham  
Councillor Dougherty
- Staff Present:** L. Gosnell, Manager of Operations & Community Services  
Terri Towstiuc, Clerk  
Magda Badura, CAO/Treasurer
- Also Present:** Tom Jeffery, FCHS Foundation (FCHSF) Board Chair  
Krista Shea, MHA VP Clinical Services and CNO  
Jackie VanEerd Beatty, FCHSF Fundraising Coordinator  
Martha Wortner, FCHSF Administrator  
Mat Vaughan, Director of Planning, County of Elgin  
Sarah Emons, Long Point Biosphere Region  
Sam Smith, Ontario Clean Water Agency  
Robin Trepanier, Ontario Clean Water Agency

**Council Meetings are held in-person at 160 Main Street, West Lorne, and the post-meeting recording available at [www.westelgin.net](http://www.westelgin.net), when available (pending no technical difficulties).**

**1. Call to Order**

Mayor Leatham called the meeting to order at 4:00 pm.

**2. Adoption of Agenda**

**Resolution No. 2024- 439**



**Moved:** Councillor Dougherty

**Seconded:** Councillor Statham

That West Elgin Council hereby adopts the Regular Council Agenda for November 28, 2024, as presented.

**Carried**

**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Delegations**

**4.1 Four Counties Health Services Foundation**

Link to Four Counties Health Services Foundation Video: [Four Counties Health Services](#)

Members of the Four Counties Health Services Foundation (FCHSF) provided Council with a presentation, which included FCHSF mission, values, vision, structure, board of directors' composition, and strategic plan. Mr. Jeffries reviewed the impact of donor contributions, as well the impact FCHS has on the community. Ms. Shea reviewed the extended programming and services that are offered to the community, and Ms. VanEerd Beatty discussed the impact of fundraising, including funds from West Elgin, Four Counties Auxiliary, community and partner support and FCHSF signature events. The ask is that West Elgin Council continue to assist with critical fundraising efforts, to provide services with state-of-the-art medical equipment, that is close to home for many patients.

Mayor Leatham concluded with a heart-felt thank, including a personal impact statement, with comments mimicked by Councillor Denning and Deputy Mayor Tellier.

**4.2 Sarah Emons, Conservation Director, Long Point Biosphere Region, North Shore Resilience Project**

Delegation Sarah Emons to arrive late and will be heard later in the meeting.

**4.3 Mat Vaughan, Director of Planning and Development, County of Elgin Re: Proposed Planning Fees and Planning Services**

Mr. Vaughan provided Council with a proposed centralized planning system, through the County of Elgin. Mr. Vaughans' presentation included goals, objectives and methodology for a phased in growth strategy, along

with a review of West Elgin planning needs, cost analysis for planning services and revenue, recommended planning fees and compensation to the County. The presentation was provided for information only, for potential future planning purposes.

**5. Adoption of Minutes**

**Resolution No. 2024- 440**

**Moved:** Councillor Statham

**Seconded:** Deputy Mayor Tellier

That West Elgin Council hereby adopt the Minutes of November 14, 2024, as presented.

**Carried**

**6. Business Arising from Minutes**

None.

**7. Staff Reports**

**7.1 Operations & Community Services**

**7.1.1 Parking By-law Amendment - Centre Street**

**Resolution No. 2024- 441**

**Moved:** Councillor Statham

**Seconded:** Councillor Dougherty

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

That By-Law 2001-50, “being a By-Law to regulate parking and traffic in the Municipality of West Elgin” be amended to establish a restricted parking zone as follows:

- Centre Street in Rodney, south side, from a point 120 meters west of the west limits of Furnival Road to the west end of the ROW known as Centre Street, being a distance of 80 meters

**Carried**

## **7.2 Wastewater**

### **7.2.1 Ontario Clean Water Agency, West Lorne Wastewater Treatment Plant Operations Report, Third Quarter, 2024**

#### **Resolution No. 2024- 442**

**Moved:** Councillor Statham

**Seconded:** Councillor Denning

That West Elgin Council hereby accept the West Lorne Wastewater Treatment Plant Operations Report, Third (3rd) Quarter, 2024, as presented by Sam Smith, Senior Operations Manager, Ontario Clean Water Agency, for information purposes.

**Carried**

### **7.2.2 Ontario Clean Water Agency, Rodney Wastewater Treatment Plant Operations Report, Third Quarter, 2024**

#### **Resolution No. 2024- 443**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Denning

That West Elgin Council hereby accept the Rodney Wastewater Treatment Plant Operations Report, Third (3rd) Quarter, 2024, as presented by Sam Smith, Senior Operations Manager, Ontario Clean Water Agency, for information purposes.

**Carried**

## **7.3 Water**

### **7.3.1 Ontario Clean Water Agency, Water Distribution Operations Report, Third Quarter, 2024**

#### **Resolution No. 2024- 444**

**Moved:** Councillor Dougherty

**Seconded:** Deputy Mayor Tellier

That West Elgin Council hereby accept the West Elgin Water Distribution Operations Report, Third (3rd) Quarter, 2024, as presented by Sam Smith, Senior Operations Manager, Ontario Clean Water Agency, for information purposes.

**Carried**

## **7.4 Clerk's**

### **7.4.1 Committee and Board Appointment**

#### **Resolution No. 2024- 445**

**Moved:** Councillor Dougherty

**Seconded:** Councillor Statham

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: Council Committee Appointment; and

That the Committee Members, for each Committee, be appointed as decided by Council; And

That a revised version of the By-law to Appoint the Committee Members to each Committee be brought back for adoption at the next Council meeting.

**Carried**

### **7.4.2 Backyard Urban Hens - Draft By-law**

#### **Resolution No. 2024- 446**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Denning

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: Backyard Urban Hens, one-year pilot project and draft-by-law; And

That Council approve the pilot project by-law as amended, to be reviewed in one-year time; And

That Council direct staff to bring back a final policy and by-law for approval at the next Regular Meeting of Council.

**Carried**

## **7.5 Delegation - Sarah Emons, Long Point Biosphere Region, North Shore Resilience Project**

Deferred from item 4.2. Ms. Emons arrived late due to scheduling error. Council heard her delegation in between the Clerk's Reports and CAO/Treasurer Reports.

### **7.5.1 Sarah Emons, Long Point Biosphere Region, North Shore Resilience Project**

Ms. Emons provided Council with a project update for the North Shore Resilience Project, facilitated by Long Point Biosphere Region. Ms. Emons reviewed the concept of Littoral Cells, and the affected areas including Port Glasgow. The presentation provided an update on the coastal tour, project goals and Governance required, what the funding structure includes, and work done to date in 2024 including sediment sampling. Ms. Emons concluded the presentation with an ask for staff and/or Council participation in the working group for future partnership with the municipality to benefit the shoreline.

Councillor Statham thanked Ms. Emons for a very educational presentation and offered to join the working group as the representative for West Elgin.

## **7.6 Finance/Administration**

### **7.6.1 2024 Capital Projects Deferral**

#### **Resolution No. 2024- 447**

**Moved:** Councillor Dougherty

**Seconded:** Councillor Statham

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: 2024 Carry Forward Projects; And

That West Elgin Council hereby authorizes that the following list of 2024 approved projects be carried forward to the 2025 fiscal year for completion and that the balance of the 2024 budget allowances for each of the respective projects be carried forward to the 2025 fiscal year.

**Carried**

### **7.6.2 2025 Fees and Charges Draft Schedules**

#### **Resolution No. 2024- 448**

**Moved:** Councillor Denning

**Seconded:** Deputy Mayor Tellier

That West Elgin Council hereby receives the report from M. Badura CAO/Treasurer re: 2025 Fees and Charges Draft Schedules for review and comments.

**Carried**

**8. Committee and Board Reports or Updates**

No updates provided.

**9. Notice of Motion**

None received.

**10. Council Inquires/Announcements**

None provided.

**11. Correspondence**

11.1 MECP Proposed Amendments to O. Reg. 153/04: Records of Site Condition and the Environmental Protection Act

11.2 MNR letter dated November 25, 2024 Re: Decision on Discussion Paper

**Resolution No. 2024- 449**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Statham

That West Elgin Council hereby receive and file all correspondence, not otherwise dealt with.

**Carried**

**12. Items Requiring Council Consideration**

**12.1 Request from Elgin OPP Detachment Board and Draft Minutes, Received November 25, 2024**

**Resolution No. 2024- 450**

**Moved:** Councillor Dougherty

**Seconded:** Councillor Denning

That West Elgin Council hereby receive the letter from Andrew Sloan, Chair, Elgin OPP Detachment Board, requesting \$5,000 contribution from each partner municipality for essential operational costs, to be deducted from the final 2025 invoice: And

That West Elgin Council hereby approve the request for funding.

**Carried**

**12.2 Economic Development Committee, Budget Request**

**Resolution No. 2024- 451**

**Moved:** Councillor Statham

**Seconded:** Councillor Denning

That West Elgin Council hereby receive the request from the Economic Development Committee for budget consideration: And

That Council approve a contribution of \$14,000 from the 2024 Community Grants, subject to availability.

**Carried**

**13. By-Laws**

**13.1 2024-78, Appoint Tax Collector, D. McNaughton**

**Resolution No. 2024- 452**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Statham

That By-law 2024-78, being a By-Law to Appoint a Tax Collector for the Corporation of the Municipality of West Elgin, and Repeal By-law 2021-72, be read a first, second and third and final time.

**Carried**

**13.2 2024-79, Amend Parking By-law 2001-50**

**Resolution No. 2024- 453**

**Moved:** Councillor Statham

**Seconded:** Councillor Denning

That By-law 2024-79, being A By-Law to Amend By-Law No. 2001-50, Being A By-Law to Regulate Parking and Traffic in Conjunction with County of Elgin Parking By-Law No. Eg18, be read and first, second and third and final time.

**Carried**

**14. Closed Session**

**Resolution No. 2024- 454**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Statham

That the Council of the Municipality of West Elgin hereby proceeds into Closed Session at 6:44 pm, to discuss matters pursuant to the *Municipal Act*, Section 239 2(c), being a proposed or pending acquisition or disposition of land and Section 239 (2)(e), litigation or potential litigation affecting the municipality.

**Carried**

**15. Report from Closed Session**

Report from Closed Session at 8:05pm.

Council received items pursuant to Section 239 (2) of the *Municipal Act* for information purposes. Administrative direction was given to staff where necessary, including the following recommendation to be read in Open Session:

**Resolution No. 2024- 455**

**Moved:** Councillor Dougherty

**Seconded:** Councillor Statham

That West Elgin Council hereby authorize the CAO/Treasurer to obtain an engineer, to a maximum of ten-thousand dollars (\$10,000), to provide adequate engineered drawings, to satisfy the terms of the grant previously received for the Old Town Hall building (Rodney).

**Carried**

**16. Confirming By-Law**

**Resolution No. 2024- 456**

**Moved:** Councillor Statham

**Seconded:** Councillor Denning

That By-law 2024-80 being a By-law to confirm the proceeding of the Regular Meeting of Council held on November 28, 2024, be read a first, second and third and final time.

**Carried**



**17. Adjournment**

**Resolution No. 2024- 457**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Statham

That the Council of the Municipality of West Elgin hereby adjourn at 8:07 pm, to meet again at 10:00am on December 5, 2024 (Special Meeting), or at the call of the Chair.

**Carried**

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk



# Municipality of West Elgin

## Minutes

### Special Meeting of Council

December 5, 2024, 10:00 a.m.

Council Chambers

160 Main Street

West Lorne

**Present:** Mayor Leatham  
Deputy Mayor Tellier  
Councillor Denning  
Councillor Statham

**Regrets:** Councillor Dougherty

**Staff Present:** Terri Towstiuc, Clerk  
Magda Badura, CAO/Treasurer

**1. Call to Order**

Mayor Leatham called the Special Meeting of Council to order at 10:07 am.

**2. Adoption of Agenda**

**Moved:** Councillor Statham

**Seconded:** Councillor Denning

That West Elgin Council hereby adopts the Special Meeting Agenda of December 5, 2024, as presented.

**Carried**

**3. Disclosure of Pecuniary Interest**

No disclosures

**4. Closed Session**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Statham

That West Elgin Council hereby proceeds into Closed Session at 10:08 am, to discuss matters pursuant to the *Municipal Act*, Section 239 (2)(b), being personal matters about an identifiable individual, including municipal or local board employees; And Section 239 (2)(d), being labour relations or employee negotiations.

**Carried**

**5. Report from Closed Session**

***Councillor Denning left the Closed Session at 10:55am, due to employment commitments.***

Report from Closed Session at 11:37 am.

West Elgin Council received one (1) item in compliance with Section 239 (2)(b), personal matters about identifiable individuals and one (1) item in compliance with Section 239 (2)(d), being labour relations. Items were received for update and discussion purposes, with no recommendations to be read in open session.

**6. Confirmatory By-law**

**Moved:** Councillor Statham

**Seconded:** Deputy Mayor Tellier

That By-law 2024-81 being a By-law to confirm the proceeding of the Special Meeting of Council held on December 5, 2024, be read a first, second and third and final time.

**Carried**

**7. Adjournment**

**Moved:** Deputy Mayor Tellier

**Seconded:** Councillor Statham

That the Council of the Municipality of West Elgin hereby adjourn the Special Meeting of Council at 11:38 am to meet again at 4:00pm, on Thursday, December 19, 2024, or at the call of the Chair.

**Carried**

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Richard Leatham, Mayor

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Terri Towstiuć, Clerk



## Staff Report

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**Report To:** Council Meeting  
**From:** Corey Pemberton, Chief Building Official  
**Date:** 2024-12-03  
**Subject:** Building Department Summary Report – November 2024

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### **Recommendation:**

That West Elgin Council hereby receives the report from Corey Pemberton, CBO Re: Building Department Summary Report for the month of November 2024.

### **Purpose:**


The purpose of this report is to provide Council with a summary of Building Department activities for the month of November 2024.

### **Background:**

Please see attached Summary Report.

Respectfully submitted by,

*Sandy Lale, Deputy CBO  
For Corey Pemberton, CBO*

 <b>MUNICIPALITY OF West Elgin</b>	Municipality of West Elgin	
	Permit Comparison Summary	
	Issued For Period January - November 2024	

Current Year to Date 2024				Previous Year to Date 2023			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	16	18,383	1,475,093	Accessory structures	18	4,139	502,835
Agricultural	9	12,887	1,717,000	Agricultural	16	19,304	5,961,450
Change of Use				Change of Use		-	-
Commercial	2	4,244	309,300	Commercial	2	23,100	1,700,000
Demolition	1	160	60,000	Demolition	6	960	124,200
Heating				Heating		-	-
Industrial Building				Industrial Building			
institutional Building	2	70,000	5,000,000	institutional Building	2	10,060	765,000
Miscellaneous	2	330	23,994	Miscellaneous	2	660	169,000
Plumbing	2	600	17,500	Plumbing	1	400	3,000
Pools	3	490	172,000	Pools	6	960	111,706
Residential Building	20	57,123	9,267,390	Residential Building	19	62,239	10,263,262
Sewage System	16	8,810	351,900	Sewage system	13	8,330	289,820
Signs	2	660	23,000	Signs	2	320	44,000
Combined Use				Combined Use		-	-
<b>TOTAL</b>	<b>75</b>	<b>173,687</b>	<b>18,417,177</b>	<b>TOTAL</b>	<b>87</b>	<b>130,472</b>	<b>19,934,273</b>

Current Year 2024			Previous Year 2023		
TOTAL PERMIT ISSUED		75		87	
TOTAL DWELLING UNITS CREATED		17		12	
TOTAL CONSTRUCTION VALUE		18,417,177		19,934,273	
TOTAL PERMIT FEE		173,687		130,472	
TOTAL INSPECTION COMPLETED(YTD)		837		735	

November 2023 Compared to November 2024							
Current Year 2024				Previous Year 2023			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures				Accessory structures	1		10,000
Agricultural				Agricultural	1	646	500,000
Change of Use				Change of Use			
Commercial				Commercial			
Demolition				Demolition			
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing				Plumbing			
Pools				Pools			
Residential Building	1	2,930	400,000	Residential Building	3	8,452	1,212,256
Sewage System				Sewage System	3	1,480	76,500
Signs				Signs			
Combine Use				Combined Use			
<b>TOTAL</b>	<b>1</b>	<b>2,930</b>	<b>400,000</b>	<b>TOTAL</b>	<b>8</b>	<b>10,578</b>	<b>1,798,756</b>



**Staff Report**

**Report To: Council Meeting**  
**From: Jeff McArthur, Fire Chief**  
**Date: 2024-12-19**  
**Subject: Monthly Report for October, November 2024**

**Recommendation:**

That West Elgin Council hereby receives the Monthly Fire report for October, November 2024, from Jeff McArthur, Fire Chief, for information purposes.

**Purpose:**

To provide Council with an update on fire department activities in the month of October and November 2024.

**Background:**

***Emergency Responses***

Fire – 1 structure, 1 vehicle	2
No Loss Outdoor Fire	2
Burn Complaint	1
Motor Vehicle Collison (MVC)	5
Vehicle Extrication	1
Medical Assist	8
Assist OFM	1
Call cancelled on route	3
TOTAL	23

***Training & Meetings***

Department topics included annual medical certification, pre incident planning tours of local schools, auto extrication, and forcible entry.

Members attended NFPA 1002 Pumper Operations, NFPA 1021 Fire Officer, NFPA 1035 Fire & Life Safety Educator Levels 1 & 2, and Flashover Recognition, all taken through the Elgin-Middlesex Regional Fire School or online through the Ontario Fire College. Members also attended Lithium Ion/Electric Vehicle Awareness training in Shedden.

Fire Chief attended the annual emergency management exercise, a County fire coordinator meeting, County Chiefs meeting, County Fire Prevention meeting, a Hydro One workshop and the Health & Safety Committee workshop at the OAFCA Conference.

**Fire Prevention**

Public Education & Relations were provided at a babysitter’s course, a pumpkin carving event, on Halloween, at the Rodney Night Market, and at the West Lorne Optimist Parade.

Members attended a County Fire Prevention Meeting in Malahide.

**Other Activities/Information**

Recruitment for probationary firefighters is complete, with seven new recruits joining, all of which will be attending the NFPA 1001 Recruit Class.

Vacant District Chief positions have been posted.

Staff applied for the Provincial Fire Protection grant, focused on cancer prevention, for extractor/laundry room ventilation at each station, and are awaiting an update on this application.

Firefighters hosted a fundraising breakfast during the Roots & Revival Festival.

The County Fire Chiefs are discussing options regarding Hazardous Materials response agreements, as there are currently no formal agreements within Elgin County.

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

**Financial Implications:**

There are no financial implications associated with this report.

**Policies/Legislation:**

None.

**Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
<input type="checkbox"/> To improve West Elgin’s infrastructure to support long-term growth.	<input type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input checked="" type="checkbox"/> To enhance communication with residents.

Respectfully submitted by: Jeff McArthur, Fire Chief

**Report Approval Details**

Document Title:	Monthly Activity Report - October, November 2024 - 2024-12-Fire.docx
Attachments:	
Final Approval Date:	Dec 16, 2024

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

Terri Towstiuć





## Staff Report

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**Report To: Council Meeting**

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

**Date: 2024-12-19**

**Subject: Monthly Operations Update – November 2024**

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### **Recommendation:**

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

### **Purpose:**

The purpose of this report is to provide West Elgin Council with a brief overview of operations carried out within the municipality during the month of November.

### **Background:**

#### Public Works

- Continued fall grading operations on gravel roads throughout the municipality.
- Landfill operations and transporting of recyclables were ongoing.
- All routine and winter road patrols completed.
- Shoulder drop-off repaired on Queen Street between Kerr Road and Graham Road.
- Delivered soil to OCWA for work taking place at the West Lorne sewage plant.
- Crews repaired a sink hole in the asphalt on Talbot Line near McColl Road.
- Cold patching on various hard top roads, both Municipal and County.
- Remove leaves and debris from basin lids on Queens, Furnival, Graham and Main streets.
- Installed winter operations gear on trucks, calibrated and tested.
- Completed sign repair and replacement, including 911 signage and chevrons.
- Plowing, salting, and sanding operations carried out Nov 29<sup>th</sup>.
- Survey landfill with BluMetric and place grade stakes for proper elevation.
- Install/repair sections of sidewalk in West Lorne, Rodney, and at the municipal office.
- Install new drain in parking lot at the municipal office in advance of paving.

#### Utilities

- Removed abandoned water service under Pioneer Line (original for Wild Goat).
- Completed curb box repair on Argyle Line.
- Meter Reads and re-reads were completed.
- The injector pump on the generator at West Lorne firehall was rebuilt, reinstalled and tested.
- Assisted PGTP Supervisor to ensure all buildings and facilities were winterized.
- All work orders, locates, and other routine maintenance completed.

Parks and Recreation

- Winterized Marina, Miller Park and Pool washrooms and buildings.
- Installed all holiday decorations in both towns.
- Cleaned up mowing equipment and prepared winter snow equipment for use.
- Regular cleaning at the Rec Centre.
- Arena schedule in full swing. Annual WLMH Black and Gold tournament.
- Received Zamboni blade changing assistant and had staff training provided by Zamboni.

**Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
<input type="checkbox"/> To improve West Elgin’s infrastructure to support long-term growth.	<input type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input checked="" type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Lee Gosnell  
 Manager of Operations and Community Services

### Report Approval Details

Document Title:	Monthly Operations Update - November 2024 - 2024-32-Operations Community Services.docx
Attachments:	
Final Approval Date:	Dec 17, 2024

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

Terri Towstiuć



## Staff Report

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**Report To:** Council Meeting  
**From:** Lee Gosnell, Manager of Operations & Community Services  
**Date:** 2024-12-19  
**Subject:** 2025 Dust Suppressant Tender

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### **Recommendation:**

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

That West Elgin Council approves initiating the tender process for dust suppressant prior to 2025 budget deliberations.

### **Purpose:**

The purpose of this report is to make Council aware of an opportunity to secure favorable pricing for the municipality's 2025 dust suppressant needs.

### **Background:**

Each year, the Municipality of West Elgin tenders for supply and application of approximately 2,250,000 litres of effective chloride composites. This product is applied to the gravel road network once spring grading has been completed or new gravel has been added. These composites assist in binding the aggregate, which in turn provides a more stable driving surface and less dust, two factors that enhance road user safety.

With a local municipality's recent decision to suspend its dust suppressant program for the 2025 season, suppliers are looking for alternative destinations for their product. This scenario may provide an opportunity for West Elgin to secure favorable pricing for the 2025 season. Therefore, staff recommend starting the tender process for 2025 dust suppressants now, with plans to bring submitted price information for Council's consideration early in the new year.

### **Financial Implications:**

Tender pricing has risen significantly over the past 5 years due to increased transportation costs such as fuel, insurance and wages. There were only 3 responses to the 2024 dust suppressant tender, which was awarded to Pollard Highway Products at a cost of 12.5 cents per litre. Staff feel early tendering for 2025 may provide more competitive interest for this annual requirement. Approved costs for dust suppressant supply and application would need to be included in the 2025 operating budget.

### **Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
<input checked="" type="checkbox"/> To improve West Elgin's infrastructure to support long-term growth.	<input type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Lee Gosnell  
 Manager of Operations and Community Services

**Report Approval Details**

Document Title:	2025 Dust Suppressant Tender - 2024-33-Operations Community Services.docx
Attachments:	
Final Approval Date:	Dec 17, 2024

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

Terri Towstiuć



## Staff Report

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**Report To:** Council Meeting  
**From:** Terri Towstiuc, Clerk  
**Date:** 2024-12-19  
**Subject:** Poundkeeping Services

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### **Recommendation:**

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: Poundkeeping Services; And

**Option 1:** That Council hereby approve the eighteen (18) month term renewal with the Humane Society London Middlesex, for the period of December 31, 2024, ending June 30<sup>th</sup>, 2026.

**Option 2:** That Council hereby approve the proposal received from Southwest Middlesex Animal Shelter, for a five-year term, commencing January 1, 2025, ending December 31, 2029.

And that Council direct staff to initiate a formal agreement for acceptance at the next Regular Meeting.

### **Purpose:**

The purpose of this report is to obtain direction from West Elgin Council regarding the service required for canine pick-up and Poundkeeping.

### **Background:**

In 2022, West Elgin switched to the Humane Society London Middlesex (HSLM), when the Glencoe Animal Shelter closed. The switch to HSLM was primarily due to limited resources available for canine pick-up and Poundkeeping. The current agreement with HSLM authorizes pick-up and transportation of canines, when by-law is unavailable. Unfortunately, due to the limited number of hours received by by-law enforcement, most canine calls are outside of the by-law hours. The current agreement was dated June 26, 2024, with an expiry date of December 31, 2024. Total canine and Poundkeeping service with HSLM was \$10,689.76 in 2023 and \$10,899.90 YTD 2024. HSLM is located at 624 Clarke Rd, London, which is approximately 65kms (using 160 Main Street, West Lorne as a middle address, however this number would vary depending on pick-up location). HSLM has a total of 11 canine intakes in 2023 and 15 (full year) canine intakes in 2024, plus 14 Golden Retriever puppies, brought in by By-law Enforcement.

**Breakdown of 2025 proposed fees for HSLM:**

- \$12,000 lump sum fee
- Hourly rate \$70/hour
- Mileage at CRA Rate (2024 .70 cents per KM – 2025 *not released yet*)
- Estimated average pick-up is \$275 x 15 intakes = \$4,125 + 12,000 Annual = **\$16,125 estimated.**

Recently, staff was contacted by Jodi Bedore, who purchased the Southwest Middlesex Animal Shelter (previously Glencoe Animal Shelter), and will be offering services to local municipalities, like those previously offered by Glencoe Animal Shelter. The shelter is located at 3427 Concession Drive, Glencoe, which is approximately 25kms (again, using 160 Main Street West Lorne as a center point). Mr. & Mrs. Bedore are requesting a five-year term contract and have provided a list of their objectives for the facility. While this proposal includes cats, West Elgin does not currently have a program or agreement in place for rehoming stray cats. If Council chooses to proceed with the provision of including stray cats, this will likely increase the cost of service significantly.

**Breakdown of 2025 proposed fees for SMAS (using HSLM call numbers):**

- \$10,000 lump sum fee
- Hourly rate \$30/hour
- .50 Cents per KM
- Annual increase at 2.00% for Cost of Living
- Estimated cost of pick up (using 25kms, 3 hours)
  - **Cost of kilometers** = 25km x .50 = 12.5 x 2 (each way) = \$25.00 for KM
  - **Cost of hours** = 3 hrs. x \$30 = \$90.00
  - **Total Estimated Cost per call** = \$90 + \$25 = **\$115.00**
  - **Estimated Annual Costs of Calls** = 15 x \$115.00 = **\$1,725.00**
  - **Estimated Annual Cost** = **\$10,000 + \$1,725 = \$11,725**
- Estimated Cost savings \$4,400
- Five-Year term, at proposed rate and 2% annual increase

Attached to this report is the proposal from both Humas Society London Middlesex and Southwest Middlesex Animal Shelter, for Council review and consideration. Staff are requesting Council direction to proceed as directed and put in place a formal agreement for approval at the next meeting.

**Financial Implications:**

As per attached agreements

**Policies/Legislation:**

2025 By-law to enter into an agreement with selected party.



**Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
<input type="checkbox"/> To improve West Elgin’s infrastructure to support long-term growth.	<input type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input checked="" type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input checked="" type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Terri Towstiuć  
Clerk



**December 16, 2024**

The Municipality of West Elgin

*Submitted via email*

Attention Magda Badura [mbadura@westelgin.net](mailto:mbadura@westelgin.net) ; [treasurer@westelgin.net](mailto:treasurer@westelgin.net)

Dear Magda,

**RE: Extended Scope of Services for Animal Care & Control**

The Municipality of West Elgin and the London Humane Society (o/a “Humane Society London & Middlesex”) entered into a Pound Keeping Services Agreement for 18 months ending December 31, 2024.

Through review and communication with municipal staff, it was determined that an extended term and scope of services from that Agreement better fits the needs of West Elgin.

Therefore, enclosed you will find detailed information outlining the scope extension for animal care & control services.

We look forward to continuing working collaboratively together to support your community’s needs.

Regards,

Wendy Arnott  
Executive Director  
Tel: 519-451-0630 x230  
[warnott@hslm.ca](mailto:warnott@hslm.ca)

**Our mission is to lead London and Middlesex in building a humane and compassionate community for all animals.**

### ***Updated Needs of West Elgin:***

#### **Poundkeeping, Adoption & Canine Pick-Up Services**

Humane Society London & Middlesex will continue to provide to West Elgin Poundkeeping & Adoption Services (“Services A”), which includes:

- Act as the Poundkeeper under the by-law;
- Maintain a pound and adoption facility and its operation shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular the Pound shall be maintained in a sanitary condition providing for humane treatment of animals impounded;
- Keep the Pound open to the public during Normal Business Hours;
- During Normal Business Hours, answer questions from the public by telephone or in person relating to the Services;
- Maintain a monthly pound log in which shall be recorded, on a daily basis, all pound related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
- Allow officers and employees of West Elgin acting in the course of their duties access at all reasonable times to records maintained by the Contractor under this Contract; and
- Provide pound facilities for required quarantine periods as requested by the local health unit, police service or the municipality.

In addition, is proposing to provide Canine Pick-Up Services (“Services B”) to West Elgin, which includes:

- Receive calls from West Elgin residents, municipality and contracted by-law provider in regards to confined stray canines;
- Co-ordinate details and logistics of confined stray canines pick-ups, including pre-approval of pick-up with municipal staff during regular municipal office hours;
- Transport confined stray canine to the identified legal owner in the case of a microchipped canine or with the review of case fact information; or transport the confined canine to the pound keeping facility.
- In the event of a call received outside of municipal office hours for a confined stray, work with the West Elgin resident caller to determine if the confined canine can be held on-site until the municipal office opens. In the event that holding by resident is assessed as not possible, then proceed with the confined canine transportation and inform municipal staff within 24 hours.

#### ***Term of Services***

The service term is an execution of the renewal option to extend current services from December 31, 2024 for an eighteen (18) month term ending June 30th 2026.

### *Pricing for Services*

**The price for the included “Services A” Pound Keeping & Adoption Services is a lump sum fee of \$12,000 per year, plus taxes if applicable.**

For “Services B” Canine Pick-Up Services, incurred on a fee-as-used basis and pre-approved by municipal office staff during its regular municipal office hours:

- Hourly rate of \$70/hour, starting from the time of call to impound/return to pound facility
- Mileage at CRA “Reasonable Allowance Rate” for the return distance to and from the pound facility to pick-up and drop-off location.

Based on historical data, the cost per pick-up is expected to average \$275/pick-up; however the fee for “Services B” Pick-up Services is case specific on required hours and actual location within West Elgin.

In the event of a call received outside of municipal office hours for a confined stray pick-up, we will work with the West Elgin resident to determine if the canine can be held on-site until the municipal office opens. In the event that is assessed as not possible, we will proceed with canine transport and inform municipal staff within 24 hours.

All services will be billed and are to be paid on a monthly basis.



### ***Next Steps***

The Humane Society of London and Middlesex is able to enter into a contract extension with the Municipality of West Elgin under the key terms as outlined in this updated term and scope of services proposal at the Municipality's earliest convenience, and prior to the end of the current service term.

## Southwest Middlesex Animal Shelter

3427 Concession Dr.

Glencoe, ON

N0L1M0

Mission Statement for West Elgin:

The Southwest Middlesex Animal Shelter is to provide a temporary shelter for stray, unwanted or homeless domestic pets. To maintain a re-homing program to include health screening, vaccinations, spay or neutering (age appropriate) before adoptions are in place. All activities shall be in compliance with Provincial and Municipal By-Laws and regulations and performed by a humane and professional staff.

Objectives:

1. Provide five million dollars of Liability Insurance, maintain a Ministry inspected kennel, and provide a vehicle to transport the dog/cat to a Vet.
2. Provide temporary Shelter Services seven days a week, 365 days a year for stray domestic pets (cats & dogs) and have in place a program to attempt to reunite pets with their owners.
3. If pets (cats & dogs) are unclaimed after 5 days appointments will be arranged to have them spay or neutered (if necessary/age appropriate) and vaccinated at the expense of Southwest Middlesex Animal Shelter so they can be put up for adoption.
4. Hire caring staff to carry out the goal and objectives of working in the Southwest Middlesex Animal Shelter.
5. Maintain a Facebook page and phone number to facilitate reuniting and re-homing of domestic pets.

2025 Poundkeeping Fees \$10,000, \$30.00 per hour, .50 cents per kilometer

2% Increase per year for cost of living

Minimum of a signed 5 year Animal Control Service (Poundkeeping Service) contract between Southwest Middlesex Animal Shelter and The Municipality of West Elgin.

Thank you for your Consideration,

Jeoff & Jodi Bedore

(519)902-4947

swmanimalshelter@gmail.com



## Staff Report

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**Report To:** Council Meeting  
**From:** Terri Towstiuc, Clerk  
**Date:** 2024-12-19  
**Subject:** Backyard Urban Hens – Final Report and By-law

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### **Recommendation:**

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk, Re: Backyard Urban Hens, Final Report and By-law; And

That Council approve the application package as presented; And

Further that Council approve the By-law as presented, in the By-law portion of the December 19, 2024 agenda.

### **Purpose:**

The purpose of this report is to provide Council with the application package for Backyard Urban Hens, to “go live” on the Municipal Website on January 2, 2024. The application package and by-law will be provided to every applicant, with the onus on the applicant to declare they have reviewed and will comply with the regulations.

### **Background:**

At the Regular Meeting on November 28, 2024, Council approved the draft “Backyard Urban Hens” by-law, as amended, which amended the recommended amount of application to one hundred (100) for the year 2025, for the purpose of the pilot project.

However, it was also brought to the attention of the Clerk that the zoning Hamlet Residential (HR) was missing from the by-law. This amendment was added to the final by-law for Council consideration and approval.

If no further amendments are required, residents will be able to apply to the Municipal Office on January 2, 2024 (once staff activate the form, upon arrival to the office after the holidays), via the Municipal Website. Hard Copies can also be available at the Municipal Office, for those who may not have access to the internet.

Note has been made on a November 2025 agenda, to provide Council with a full report on the 2025 Pilot project, and to obtain direction to proceed or eliminate the project.

### **Financial Implications:**

\$125 Application Fee

Potential increased By-law hours – to be reported in November 2025.

**Policies/Legislation:**

By-law 2024-84, Backyard Urban Hens

**Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
<input type="checkbox"/> To improve West Elgin’s infrastructure to support long-term growth.	<input checked="" type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input checked="" type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Terri Towstiuć  
Clerk



# Please complete this form to apply for a backyard hen licence.

Applicants are required to review the provisions of By-Law No. 2024-XX prior to completing this application. As part of the complete application, a sworn Declaration made in the presence of a Municipal Commissioner of Oath at the office located at 22413 Hoskins Line, Rodney. The declaration includes the review of the following fact sheets:

1. Raise Healthy Small Flock - Poultry Factsheet
2. OMAFRA Rodent Control in Livestock and Poultry Facilities
3. Reducing Health Risks Associated with backyard Chickens

Tenants must obtain the permission of property owners through the Property Owner Permission Form, and upload the signed document below as part of the complete application.

Once the application has been submitted, including the above declaration to be signed at the Municipal office staff will review and contact successful applicants. Licensing fees will be due prior to the issue of a Backyard Hens Licence.

Have you reviewed By-Law No. 2024-XX, being a by-law to provide for the licensing of backyard hens? \*

Yes

No

**Applicant Name \***

**Applicant Address \***

**Phone Number \***

**Email**

**I confirm that I reside at the property where the backyard hens will be kept. \***

Yes

No

**Is the applicant the property owner? \***

Yes

No

**Was permission by the property owner obtained (if a tenant)? \***

Yes

No

**Upload the Property Owner Permission Form (if you are a tenant)**

**Property Owner Name \***

**Property Owner Phone Number \***

**Property Owner's Email**

A site sketch/plan is required for the application of a backyard hen licence. The sketch or site plan shall illustrate the location and size of the coop, outdoor run and manure storage area on the property, complying with By-Lay No. 2024-XX zoning requirements. A maximum of one (1) backyard chicken coop and one (1) outdoor run shall be permitted per property.

**Upload the sketch/site plan**

**Complete the checklist below indicating the compliance of each item \***

- Property is zoned R1 and conforms with the Municipalities Zoning By-Law and Zone provisions
- The property meets a minimum lot size of 1,000 m<sup>2</sup> (10,7620 ft<sup>2</sup>)
- The property conforms to all applicable law, including but not limited to, the Health Protection and Promotion Act, laws regarding animal cruelty, and the Fire Protection and prevention Act
- The property complies with all other municipal ByOLaws and there are no outstanding orders or unpaid fines
- The property does not contain a hen coop (including manure storage area) or outdoor run, located within Conservation Authority Regulated Area, unless a permit is granted by the Conservation Authority, as defined in the Zoning By-Law mapping
- The property does not contain a hen coop (including manure storage area) or outdoor run, located within a front yard or exterior side yard
- The property does not contain a hen coop (including manure storage area) or outdoor run located within 2 m of any dwelling
- The property does not contain a hen coop (including manure storage area) or outdoor run located within 3 m of any lot line
- The property does not contain a hen coop (including manure storage area) or outdoor run located within 1.5 m of any structure
- The property does not contain a hen coop (including manure storage area) or outdoor run located within 3 m from a downgradient of any well location to avoid potential water source contamination
- The property does not contain a hen coop (including manure storage area) or outdoor run located within 3 m of any private sewage system (including tile bed)
- The property doe snot contain a hen coop (including manure storage area) or outdoor run located within 15 m of any lot line on which a school is located

**I hereby certify that the information provided on this form is true and accurate to the best of my knowledge. \***

- Yes
- No

# Thank You

Once the application has been received, including the Declaration signed at the Municipality of West Elgin office, the entire application will be reviewed for approval to be licensed for backyard hens. Successful applicants will be notified by the Municipality at which time fees for licensing will be due, prior to issuing the licence.



## Applicant Declaration

I \_\_\_\_\_

(print name(s) clearly)

of the Municipality of West Elgin in the County of Elgin in the Province of Ontario in this action, MAKE AN OATH AND SAY (or *AFFIRM*);

- 1) The information contained in this application and other attached documentation is true to the best of my knowledge.
- 2) I have reviewed the following attached documents:
  - Municipality of West Elgin By-law 2024-84;
  - OMAFRA Factsheet titled "Raise Healthy Small Flock Poultry";
  - Reviewed the OMAFRA Factsheet titled "Rodent Control in Livestock and Poultry Facilities";
  - Reviewed the Ministry of Health Factsheet titled "Reducing Health Risks Associated with Backyard Chickens ".
- 3) I understand and agree to comply with all the regulations contained in the Backyard Hens By-law 2024-84, including but not limited to:
  - A maximum of six (6) backyard hens shall be allowed on each permitted property.
  - All backyard hens shall be at least four (4) months old.
  - The keeping of roosters is strictly prohibited.
  - The slaughtering of backyard chickens/hens on the property is prohibited.
  - The selling of eggs, manure, meat or other products derived from backyard chickens/hens is prohibited.
  - A backyard hen coop shall be provided that has:
    - 1) A maximum ground floor area of 9.0 m<sup>2</sup>
    - 2) At least 0.37 m<sup>2</sup> of floor area for each hen;
    - 3) A maximum height of 4.5 m.



- The backyard hen coop and manure storage area, exclusive of the outdoor enclosure, shall not cumulatively exceed an area of 10 m<sup>2</sup>.
- All backyard hen coops shall be a fully enclosed weatherproof structure or enclosure with ventilation and a heat source, built to prevent any rodent(s) from harbouring underneath or within its walls and to prevent entrance by any other animal. The interior shall include:
  - 1) At least one nest box for egg laying;
  - 2) At least one perch giving 0.3 m of space per hen;
  - 3) At least one food and water container.
- The backyard hen coop shall have a heat source that is a Canadian Standards Association (CSA) rated product and meets the Electrical Safety Authority (ESA) standards upon installation. It is the owner's responsibility to follow the manufacturer's instructions for the heat source to ensure proper use.
- All backyard hen coops must be kept in a clean and sanitary condition at all times, free of vermin, obnoxious smells and substances and in good repair.
- All backyard hen coops and outdoor runs shall be secured against the entry of predators.
- Backyard hens must be provided with food and clean water at all times, shelter, light, and ventilation to assist in keeping the hens in good health. Food and water shall be kept in solid, rodent proof and weather proof containers. Uneaten feed shall be removed in a timely manner.
- All stored manure shall be covered by a fully enclosed container. No more than three (3) cubic feet of manure shall be stored. All other manure not used for composting or fertilizing shall be removed daily from the hen coop and outdoor run.
- All backyard hens must be kept securely in a coop or outdoor run at all times. Backyard hens are not permitted to run at large.
- The backyard hen coop must be locked from sunset to sunrise.





**DECLARED** before me at  
Municipality of West Elgin in the County of Elgin in the Province of Ontario      day of  
this

\_\_\_\_\_, 20\_\_\_\_  
(Month)                      (Year)

\_\_\_\_\_  
(Signature of Applicant ***\*To be signed in presence of Commission of Oaths***)

\_\_\_\_\_  
A Commissioner of Oaths

Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56, as amended. Inquiries about the collection of personal information should be directed to the Municipal Clerk



Property Owner Permission Form  
Backyard Hen Licence

I, \_\_\_\_\_, being the legal property owner of  
*(Name of owner(s))*

\_\_\_\_\_, hereby give  
*(address of proposed location of hens)*

permission to \_\_\_\_\_, to apply for a  
*(Name of tenant(s))*  
Backyard Hen Licence.

I acknowledge that as the property owner, I am responsible to ensure that the tenant, as owner of the hens, adheres to the regulations as specified in By-Law No. 2024-84, being a by-law to provide for the licensing of backyard hens.

I further acknowledge that I may be responsible for any non-compliance to By-Law No. 2024-84, including but not limited to paying applicable fines and penalties.

\_\_\_\_\_  
Property Owner Signature(s)

\_\_\_\_\_  
Date

# Raise healthy small flock poultry

As a bird owner, learn how to prevent disease and improve the health and well-being of your birds.

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## Introduction

Many people in Ontario own small flocks of poultry, such as:

- backyard chickens or other birds raised for meat and/or eggs
- hobby birds
- show/ornamental birds
- sport birds
- pet birds

Learning how to care for your birds is critical to their health and well-being. Disease prevention is one of the most important ways that you can help your birds.

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## Prevent and spot disease

Avian influenza and other diseases are an ongoing concern for the entire poultry industry, and the risk of disease transmission and outbreak is constantly present. As a small flock owner, it is important for you to use biosecurity measures to keep your birds healthy and to help stop the spread of disease. Biosecurity can be as simple as:

- learning how to spot the signs of disease
- keeping barns, cages, egg trays, feed and water dishes and all other equipment clean and disinfected
- separating new and returning birds from your other birds until you are sure they are disease-free
- keeping wild birds and other animals away from your birds, and away from your birds' feed and drinking water as wild migratory birds can carry disease and are a big risk to your birds

If you think a serious disease is present you should discuss it with your veterinarian, the Canada Food Inspection Agency or the Ministry of Agriculture, Food and Rural

Affairs (OMAFRA). Reporting a disease will help authorities track diseases and help protect the whole poultry population.

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## Ways to limit the spread of disease

As a bird owner, you can help stop the spread of disease to other birds. Here are some ways you can do that:

- don't transport birds showing signs of disease
- have dedicated clothing and footwear meant only for being around your birds, and wear these clothes when you tend your flock
- don't take diseased birds to auctions, shows or fairs, or to any other place with other birds
- don't transport birds across provincial boundaries if they might be sick and/or when disease events are reported in Ontario
- print the ["Is Your Bird Sick" postcard](#) or the ["Stop! Is Your Bird Showing Signs of Disease" poster](#) and share at your next meeting or event

In addition to disease prevention, the health and well being of your birds can also be improved through better biosecurity practices. The following simple, inexpensive biosecurity recommendations can be very effective in preventing a serious disease outbreak and enhance overall bird health.

### Restrict visitors and observe proper hygiene

Contaminated equipment and people can introduce many disease-causing agents, such as bacteria and viruses, to your flock. These microscopic organisms can be carried on boots, clothing and vehicles, even if they appear clean.

Good practices include:

- Restrict contact with your birds to those people caring for them. If you allow visitors, provide them with clean coveralls and boots.
- Do not allow people who own their own birds, or who have recently been in contact with other birds (for example, those who have visited another flock or attending a bird show) near your birds. To reduce the risk of introducing diseases to your flock, ensure that people caring for your birds (staff or volunteers) do not have birds of their own or attend events where birds are present.

- Wear separate clothing and footwear when dealing with your birds. Keep them at the entrance to the structure or enclosure.
- Wash and disinfect boots and any equipment that comes in contact with the birds or their droppings, such as shovels, scoops and brooms. Clean cages, food and water surfaces daily.
- Wash your hands thoroughly before and after dealing with your birds.

## **Prevent contact with wild birds**

Wild birds carry many diseases, including avian influenza. Minimizing contact with wild species and their droppings will help protect your birds from these diseases.

Keep your birds in a screened-in area or preferably an enclosed structure where they do not have contact with wild birds. Screen all doors, windows and vents, and keep them in good repair.

Do not use water that may be contaminated with wild bird droppings, such as pond water, for your birds. Test your water at least once a year and use appropriate water sanitation such as chlorine. Keep feed in a tightly sealed container, protected from wild birds.

## **Practice proper rodent control**

Rats and mice can spread disease to your birds, spoil feed, cause property damage and kill chicks, poults and other young birds. Mice can enter an enclosure through a hole the size of your little finger, and rats through a hole the size of your thumb.

Ways to control rodents include:

- Monitor your enclosure regularly for signs of rodents, such as droppings or chewed equipment. Mice will live in buildings once they gain entry, while rats live outside and enter looking for food.
- Clean up all garbage and debris surrounding your birds' enclosure, and keep tall grass and weeds mowed.
- Store feed in tightly sealed containers that a rodent cannot chew through, such as a steel garbage can with a tight-fitting lid or an old freezer.
- Place bait stations around the exterior of your poultry house to help control rodent populations.

## **Don't bring disease back to your flock**

Mixing birds of different species and from different sources increases the risk of introducing disease to your flock. It is preferable to keep only birds of similar age and species together (all in/all out).

Try to:

- Minimize contact between groups by keeping them in separate locations if multiple ages and/or species are kept.
- Get complete background information, including a history of any diseases and vaccinations, for new birds added to your flock. Some vaccines, including some of those used to control infectious laryngotracheitis (ILT), can cause disease in unvaccinated birds. Consult your veterinarian regarding proper vaccination procedures.
- Keep new or returning birds separate (quarantined) for at least 2-4 weeks after returning home, and monitor them for signs of illness. Clean and disinfect cages and equipment used for these birds. Use separate clothing, footwear and equipment for quarantined birds, and handle them last. If the same equipment and clothing must be used, clean and disinfect them before and after handling the birds.
- Avoid sharing equipment and supplies with other bird owners. If this cannot be avoided, clean and disinfect the equipment before and after each use.

### **Practice proper deadstock management**

Poor management of deadstock (of any species) draws scavengers like turkey vultures, coyotes and foxes to your farm. Diseases including High Pathogenic Avian Influenza (HPAI) can be brought onto your farm by both avian and other scavengers.

Proper deadstock management and biosecurity practices reduce the risk of disease spreading to your farm, spreading to wildlife or disease spreading to your neighbour's farms.

Things to remember:

- Do not cross contaminate clothing or equipment when handling deadstock.
- Do not leave any deadstock directly outside your barn. Move deadstock directly to your deadstock disposal site to prevent scavengers from accessing it and potentially spreading the virus.

- If you see scavengers on your property, your disposal site is not being managed properly.

## Recognize and report any illness

Early detection is critical to successfully dealing with a disease outbreak.

If your birds show signs of disease, such as depression, abnormal egg production or feed consumption, sneezing, gasping, a discharge from the nose or eyes, diarrhea or sudden death, call your local veterinarian immediately.

Dispose of dead birds quickly using an approved method, such as burial or composting. Consult your veterinarian first, as he or she may wish to collect samples for laboratory diagnosis.

Raising poultry species, either for food or as a hobby, is part of Ontario's agricultural heritage. However, to minimize the risks this poses to food safety and to the commercial poultry industry, bird owners should recognize and follow good biosecurity practices.

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## More information

[Biosecurity for poultry shows](#) has great information for keeping your flock healthy both at home and when at poultry shows.

[Transport guidelines for small flock poultry owners](#) discusses key points to minimize stress and to improve transport for small flock poultry.

## Related information

- [Animal health updates and veterinary advisories](#)
- [Avian influenza in poultry](#)
- [Biosecurity for poultry shows](#)
- [Biosecurity recommendations for commercial poultry flocks in Ontario](#)
- [Deadstock disposal options on-farm](#)
- [Mental health resources for farmers](#)
- [Ontario Animal Health Network](#)
- [Rodent control in livestock and poultry facilities](#)
- [House fly control in poultry barns](#)
- [Transport guidelines for small flock poultry owners](#)

- [How to prevent and detect disease in small flocks and pet birds](#)
- [Poultry Industry Council small flock avian influenza webinars 2022](#)
- [Small Flock Management - Mississippi State University](#)
- [Commercial Poultry - Manitoba Agriculture](#)

Updated: March 13, 2024  
Published: January 12, 2022

**Ministry of Agriculture, Food and Rural Affairs**



# Rodent Control in Livestock and Poultry Facilities

B. Lang, A. Dam and K. Taylor

## Factsheet

ORDER NO. 13-057 AGDEX 400/680 SEPTEMBER 2013  
(replaces OMAF Factsheet of the same name, Order No. 10-077)

Rats and mice have long been a problem on farms where food and nesting sites are plentiful. These animals consume and contaminate food destined for livestock and other animals, as well as humans. Each rat on a farm will eat, spoil or damage approximately \$25 worth of grain per year. The adaptability and agility of these animals make getting rid of them particularly difficult. Mice are capable of running up a vertical surface, negotiating a wire like the finest circus performer and can easily jump to a height of 30 cm (12 in.) from a flat surface.

### WHY CONTROL RODENTS?

Damage comes in many forms:

- **Damage to buildings.** Mice and rats will damage wood and electrical wiring, which can be a fire hazard.
- **Destruction of insulation.** Many livestock and poultry facilities show serious deterioration within 5 years. Associated with this damage are costs for re-insulation, increased energy costs and poorer feed conversions by animals.
- **Feed consumed.** A colony of 100 rats will consume over 1 tonne of feed in 1 year.
- **Feed contaminated.** A rat can contaminate ten times the amount of feed it eats with its droppings, urine and hair. A rat produces 25,000 droppings per year, a mouse 17,000. The U.S. Department of Agriculture estimates that the equivalent of more than \$2 billion in feed is destroyed by rodents each year.
- **Biosecurity.** Rodents are recognized as carriers of at least 45 diseases, including salmonellosis, pasteurellosis, leptospirosis, swine dysentery, trichinosis, toxoplasmosis and rabies. Mice and rats can carry disease-causing organisms on their feet, increasing the spread of disease.

### UNDERSTANDING RODENTS

Mice and rats have tremendous breeding potential. One female mouse can give birth to 5–10 litters per year, yielding five to six young per litter. The gestation period is a mere 19–21 days. These babies are sexually mature in 6–10 weeks. The average female mouse lives to 9 months of age.

Under ideal situations, a pair of rats and their offspring can produce 20,000,000 young in 3 years. One female rat is capable of producing another 22 breeding females in 1 year (assuming a 50:50 male/female ratio of offspring), which mature within 3 months.

Rats and mice have poor eyesight but excellent senses of smell, taste, touch and hearing. They do not like open areas and prefer contact with walls and other objects. They do not range far from the nest. The range for rats is up to 45 m (148 ft), for mice 9 m (30 ft). Rats are extremely apprehensive about new objects and will avoid them for several days. Leaving a trap or bait station out for about 5 days is necessary to ensure acceptance. Mice quickly accept new objects. These tendencies become very important when designing baiting or trapping programs.

### DOES YOUR FARM HAVE A PROBLEM?

Producers should not be embarrassed to admit they have a rodent problem. Surveys in Ontario indicate that 80% of poultry producers and 89% of swine producers have rodent problems. Chances are, rats and mice are a problem on your farm. The embarrassment and costs occur if something is not done to confront the problem.

Monitoring your barns is an important step in preventing and/or controlling rodent populations. Traditional rodent control methods such as baiting and trapping can also be used as a monitoring tool. Thorough record-keeping of bait disappearance can warn farmers if their rodent population is increasing. This is especially important in the fall, when rodents start to look for suitable wintering sites. Be aware that bait can become stale and mouldy, and must be refreshed often to prevent bait aversion and maintain the effectiveness of your monitoring program.

The following are signs of rodent infestation:

- **Sounds:** Gnawing, climbing noises in walls, squeaks.
- **Droppings:** Found along walls, behind objects and near food supplies.
- **Burrows:** Rat burrows are indicated by fresh diggings along foundations, through floorboards into wall spaces.
- **Runs:** Look for dust-free areas along walls and behind storage material.
- **Gnawing marks:** Look for wood chips around boards, bins and crates. Fresh gnawing marks will be pale in colour.
- **Rodent odours:** Persistent musky odours are a positive sign of infestation.
- **Visual sighting:** Daylight sighting of mice is common. Rats are seen in daylight only if populations are high. Quietly enter your barn at night, wait in silence for 5 minutes and listen for the sound of rodent activity. Look around with a powerful flashlight; rat eyes will reflect the light.
- **Smudge marks:** These may be found on pipes or rafters where dirt and oil from their fur leave a greasy film.

It is a generally accepted rule of thumb that there are approximately 25 mice or rats for every one that is seen. If you see rats and mice during daylight hours, it may indicate a severe infestation, as the population and feeding pressures are so high that juveniles are forced to forage during the day.

### IS IT A RAT OR A MOUSE PROBLEM?

Since rats and mice require different control strategies, determine whether the problem is rats or mice (Table 1). The simplest way to differentiate between the types of infestation is by examining the droppings. Mouse droppings are black and rice-kernel sized, whereas rat droppings are black and bean-sized.

**Table 1.** Physical and behavioural characteristics of adult rats and mice

Characteristic	Norway Rat	Mouse
Size (including tail)	42 cm (16.5 in.)	16 cm (6 in.)
Average weight (adult)	500 g (18 oz)	20 gm (0.7 oz)
When active	nocturnal	nocturnal
Sight	poor: 1.5 m (4.9 ft)	poor: 1 m (3 ft)
Smell, touch, taste	excellent	excellent
Hearing	highly accurate	highly accurate
Range from nest	45 m (148 ft)	9 m (30 ft)
Fear of new objects	3–7 days	3 min–5 hr
Water requirements	daily	2–4 days without
Food per day	28 g (1 oz)	3 g (0.1 oz)
Water	57 g (2 oz)	3 g (0.1 oz)
Favourite foods	rolled oats, meat, fish, vegetable oil	grains, rolled oats, sugar, raisins
Droppings	bean size	rice size
Minimum width for entrance (hole diameter)	12 mm (0.5 in.)	6 mm (0.2 in.)
Can chew through (given edge to gnaw on)	rubber, aluminum, cinder blocks, plastic, wool	same as rats

### WHAT DO MICE AND RATS LIKE TO EAT?

Rats and mice can be considered to be omnivorous. Given a choice, they prefer cereal grains. Rats eat meat when available. However, when food supplies are scarce, they will eat almost anything, including plaster and even soap or animal carcasses.

Rats and mice eat every day and prefer a water supply. Rats usually drink every day, but mice can survive several days without water. A water source for mice can be as small as the condensation formed on cold water pipes.

### RODENT CONTROL (THE PRINCIPLES)

Rodent control requires an integrated pest-management strategy involving many techniques. The producer's first objective should be to prevent, or at least greatly reduce, rodent numbers through management programs that eliminate entrance to the facility, nesting sites for the rodents, food supplies and water. Populations build when food, water and nesting sites are readily available.

## Habits and Biology

To control mice and rats, we have to understand their habits and biology first. See Table 1.

- Both are highly reproductive and extremely capable of surviving in all kinds of conditions.
- On farms, mice and rats will be near a food source such as barns, granaries, livestock buildings and silos.
- Rats and mice can climb and jump. Rats can jump vertically as high as 91 cm (36 in.) and horizontally as far as 122 cm (48 in.).
- Mice and rats can climb brick and other rough walls, and travel along utility wires.
- Rats can squeeze through an opening as small as 1 cm (½ in.) and mice as small as 0.6 cm (¼ in.), or less, in diameter.
- Both mice and rats are active at night, particularly right after dusk.
- Rats are smart and tend to avoid new objects. Therefore, it may take a few days for traps and baits to work. In contrast, mice are fairly inquisitive and will accept new baits and traps readily.

## Rodent-Proofing Farm Buildings

Proper construction and maintenance of buildings helps prevent rodents from entering your barn. Initial construction footings should extend 0.5 m (19 in.) into the ground, with an apron that extends 0.2 m (8 in.) outward. This prevents rodents from burrowing into your building. To prevent frost damage, footings may have to be deeper. Examine your building at least once a year for possible entryways for rodents. Remember, a mouse needs only a 0.6 cm (¼ in.) opening to gain access; rats need a 1 cm (½ in.) opening. As a general guideline, mice can enter an enclosure through a hole the size of your little finger, and rats through a hole the size of your thumb. Cracks around door frames, under doors, broken windows, water and utility hook-ups, vents and holes surrounding feed augers are potential points of entry. Use coarse steel wool, hardware cloth or sheet metal to cover/fill any entrances. Do not use plastic, wood or insulation, as rodents simply gnaw their way through.

When constructing walls, ensure that sheeting lies flush to the wall studs rather than on strapping. This keeps nesting sites confined to a single section between studs rather than allowing complete access to all wall spaces. For further information, see

Plan No. M 9451 of the Canada Plan Service Series, *Rodent and Bird Control in Farm Buildings*.

A well-maintained structure is your first defence against rodents. Most rodents enter your barn directly from the fields and then the population builds. It is important to maintain good sanitation outside the barn. Eliminate vegetation 1 m (3 ft) around buildings and replace with crushed rock as rodents cannot tunnel through this material. Clean up spilled feed, remove loose wood, garbage, etc. Do not attract rodents from fields to your operation.

### **Eliminating Hiding Places and Nesting Sites**

Rodents do not like to be exposed. Maintain sound housekeeping, eliminate loosely piled building materials, old feed bags, trash or anything else that a rodent can hide in or under. Keep piles of lumber and miscellaneous equipment 24–30 cm (9–12 in.) off the floor and at least 24 cm (9 in.) out from a wall. Look for entrances into double wall construction. Most rodents nest in the insulation of double walls. Block off all entrances into walls and destroy all nesting material.

### **Remove Food and Water**

Eliminate water sources such as leaky taps, open water troughs, sweating pipes and open drains. Keep all feeds in rodent-proof bins, covered cans or metal hoppers. Reduce feed spillage and immediately dispose of dead animals. Without readily available food and water, populations cannot build.

## **CONTROL OF EXISTING POPULATION**

If there is already a rodent problem inside the barns, prevention alone won't solve the problem. In this case, consider a population-reduction program.

### **Snap Traps**

For small populations, snap traps or box traps are very useful for eliminating rodents. Rats prefer fresh bacon, fish and meat, while mice favour cheese, peanut butter or seeds. Try several baits to find out which your rodents prefer. Rats are distrustful of anything new in their environment, so leave baited non-set traps out for 4–5 days to allow them to get used to the traps. Ensure that previous baits have been taken before actually setting the traps. If rats are the problem, use rat traps. If mice are the problem, use a mouse trap. Locate traps close to walls, behind objects, in dark corners, where you see droppings or gnaw marks. When trapping next to a

wall, set the trap at right angles to the wall with the trigger and bait closest to the wall. Orient multiple-catch traps with the entrance hole parallel to the wall. Live traps can work very well near runways used by mice and rats.

### Glue Boards

Glue boards are very effective against mice and are the method of choice in locations where toxic baits are a concern. Glue boards will not work well if there is too much dust. Check glue boards and traps daily and remove and dispose of dead mice and rats. Abundant food supplies make baited traps less effective. Eliminate as many sources of food as possible before starting a program. For barns and poultry houses with moderate infestations, set 50–100 traps. The trapping program should be short and decisive to prevent trap shyness.

Wear rubber gloves when handling bait, bait stations, traps or dead rodents to prevent human scent transfer, accidental poisoning or disease transmission. Place the rodents in tightly sealed plastic bags.

### Predators

Cats may limit low-level mouse or rat populations. However, if conditions are ideal for rodents, cats cannot eliminate a problem. Cats may introduce disease into a facility by bringing in rodents caught in fields. Cats will not be able to catch mice as quickly as they multiply.

### Sound and Ultrasound Devices

These two methods may not be effective. Rodents may be frightened by strange noises in the first few days but then quickly become used to them. Sound devices may cause distress among commercial poultry flocks, as well as decreased production and increased injury/mortality.

### Rodenticides (Toxic Baits)

All rodenticide products are poisonous to other animals. Always observe label precautions regarding use, handling and storage.

The Ontario Ministry of the Environment is responsible for regulating pesticide sale, use, transportation, storage and disposal in Ontario. Ontario regulates pesticides by placing appropriate education, licensing, and/or permit requirements on their use, under the *Pesticides Act* and Regulation 63/09.

**Table 2.** List of approved active ingredients for rodent control in Ontario\*, August 2013

Active Ingredient	Ontario Approved Class(es)
brodifacoum	4, 6
bromadiolone	4, 5, 6
bromethalin	3
cellulose from powdered corn cobs	4, 5, 6
chlorophacinone	4, 5, 6
difethialone	4, 6
diphacinone	4, 5, 6
warfarin	3, 4, 5, 6
zinc phosphide	3

\*excludes Class 1 products used by manufacturers  
Source: Ministry of the Environment website, 2013

All pesticides must be used in accordance with requirements under the *Pesticides Act* and Regulation 63/09 (available at [www.ontario.ca/e-laws](http://www.ontario.ca/e-laws) or call the ServiceOntario Publications toll-free number 1-800-668-9938 or 416-326-5300).

Ontario farmers, as defined by the *Pesticides Act* and Regulation 63/09, may purchase and use Class 4, 5 and 6 pesticides for rodent control. Under Regulation 63/09 of the *Pesticides Act*, Ontario farmers must be certified to purchase and use Class 3 pesticides for rodent control on their farms. To be certified, a farmer must successfully complete the Grower Pesticide Safety Course. Certified farmers may also purchase Class 4, 5, and 6 products. Class 5 and 6 pesticides for rodent control can be used by homeowners.

Use rodenticides (Table 2) as both a control and preventative measure. There are two basic types of rodenticides: acute poisons and anti-coagulants. These can come in a variety of forms, such as pelleted, powdered and liquid. Anti-coagulants can be further classified into first and second generation. First generation anti-coagulants require rodents to feed over several days in order to acquire a lethal dose of the active ingredient, such as warfarin, diphacinone and chlorophacinone. Second-generation anti-coagulants may only require a single feeding to acquire a lethal dose, though animals may not die for several days. Second-generation active ingredients include brodifacoum, bromadiolone and difethialone. The active ingredient can be found beneath “guarantee” on the product’s label.



Rodenticide labels will provide the applicator with appropriate usage instructions. Rodenticides registered to be used in and around agricultural buildings must be within 15 m (49 ft) of the building, or 100 m (328 ft) if placed along a fence-line. Outdoor bait stations are mandatory if the rodenticide is “above ground” (i.e., accessible by children and non-target species such as pets, livestock and wildlife).

Both outdoor and indoor bait stations must be tamper-resistant. For example, they must have an access panel that can be closed securely and locked, in addition to other strict requirements. Requirements for bait stations are divided into different tiers depending on indoor vs. outdoor use and varying accessibility by children and/or non-target species. Additionally, if the bait station is placed along a fence-line, it must be securely fastened (e.g., nailed to a fence post or to the ground). More information about bait station tiers and their requirements can be found online at the Pesticide Management Regulatory Agency’s website (Pest Management Regulatory Agency, [www.hc-sc.gc.ca/ahc-asc/branch-dirgen/pmra-arla/index-eng.php](http://www.hc-sc.gc.ca/ahc-asc/branch-dirgen/pmra-arla/index-eng.php)).

Farmers should be aware that it is prohibited to use commercial class, concentrated rodenticides (often mixed with solid or liquid bait) outdoors, with or without a bait station.

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This Factsheet was updated by Brian Lang, Dairy Cattle Production Systems Specialist, OMAF, Woodstock; Al Dam, Poultry Specialist, OMAF, Guelph; and Kathleen Taylor, Poultry Specialist Assistant, OMAF, Guelph.

Occasionally, rodents may develop bait shyness after being made sick but not killed by a rodenticide. The shyness develops to the bait carrier, e.g., grain, and not to the rodenticide. Simply use another formulated product or different attractant if bait shyness develops. For rats, pre-bait using baits without the poison for about 1 week to get them accustomed to the bait. Place baits in areas of high rodent activity. Many people under-bait in their control program. Baits should be 1–2 m (3–6 ft) apart for mice and 7–10 m (23–33 ft) for rats. Remove all uneaten baits and properly dispose of them after the poisoning program.

## CONCLUSION

Elimination of rats and mice from livestock and poultry barns is extremely difficult. It is preferable for producers to prevent infestations from occurring. If a problem does exist, the options described in this Factsheet should be useful in limiting rat and mice populations. If problems persist, farmers may find advice from professional pest control personnel helpful. These professionals can assist with identifying entry/nesting sites. They can also provide advice on placement of bait stations, traps, baiting and bait monitoring.

**FOR YOUR NOTES**

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**Agricultural Information Contact Centre:**

1-877-424-1300

**E-mail:** [ag.info.omafra@ontario.ca](mailto:ag.info.omafra@ontario.ca)

**[www.ontario.ca/omaf](http://www.ontario.ca/omaf)**



## EVIDENCE BRIEF

# Reducing Health Risks Associated with Backyard Chickens



2<sup>nd</sup> Edition: September 2023

## Key Messages

- Backyard chickens can be found in rural and urban residences in Ontario and elsewhere.
- Backyard chicken owners' awareness of illness risks such as salmonellosis, and biosecurity measures is limited.
- Human illnesses and outbreaks have been linked to exposure to backyard chickens.
- Backyard chicken owners can reduce their risk of illness through a variety of measures such as:
  - hand washing before and after handling chickens, feeding them, and cleaning chicken coops
  - wearing dedicated clothing and shoes to avoid cross-contamination
  - refraining from kissing and snuggling live chicken
  - maintaining cleanliness of the premises (e.g. sanitizing equipment, removing wet manure)
  - preventing contact between backyard chickens and wild birds/animals
  - reporting illnesses in chicken flocks and seeking veterinarian expertise

## Issue and Research Question

Chickens kept on residential property are commonly referred to as backyard chickens. Smith et al. define backyard chickens as domestic gallinaceous birds, excluding exotic pet birds, housed in urban, suburban or rural settings.<sup>1</sup>

Keeping backyard chickens in rural or urban residences is not a new concept. Early poultry production in the United States (US) in the 1800s usually consisted of backyard poultry.<sup>2</sup> Today, backyard chicken owners may also develop emotional attachments to their flocks, viewing them as pets and practicing closer contact in some cases.<sup>3</sup> A 2013 report from the United States Department of Agriculture (USDA) found a growing interest in ownership of backyard chickens in several US cities.<sup>4</sup> An issue brief from the University of Minnesota also reported that the number of households keeping chickens in urban backyards in the US appears to be increasing.<sup>3</sup>

Ontario public health units and Public Health Ontario (PHO) have received inquiries about health risks associated with backyard chickens. In addition, a report by Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) indicates that poultry is a popular choice for urban producers who want to raise livestock in Ontario.<sup>5</sup> Services to rent backyard chickens for private homes and long-term care homes are also available in Ontario.<sup>6</sup> If this is indeed a trend, concerns about backyard chickens as sources of zoonotic diseases to humans may also increase,<sup>7</sup> as well as the need for risk reduction strategies.

This Evidence Brief updates a previous review done in 2017 and focuses on the following questions:

- Are backyard chicken owners aware of the risk of infectious disease transmission from their flocks?
- What illnesses and outbreaks are associated with exposure to backyard chickens?
- What behaviours can increase the risk of illness from exposure to backyard chickens?
- What biosecurity measures can reduce the risk of human illness and outbreaks?

This Evidence Brief addresses questions regarding health risks from backyard chickens and ways to reduce those risks. It does not include noise, odour and the possible benefits of raising backyard chickens, which may be considerations for policy.

## Methods

For the 2017 review, a literature search was conducted by PHO Library Services using MEDLINE, Embase, Academic Search Premier, Food Science Source and Scopus databases. The search was limited to literature published in English from 1946 to July 3, 2017. Search terms included: urban chicken, backyard chicken, domestic chicken, transmission, monitoring, infections, illness, outbreak, disease, biosecurity, knowledge, practice, attitude, and risk. The search yielded 1635 citations after duplicate records were removed. Titles and abstracts were screened for relevance. Additional information was identified through cited reference searching of full-text articles and through an external reviewer.

A grey literature search was also performed using Google on July 5, 2017, and the first 100 results were reviewed. Search terms included backyard chicken OR backyard poultry OR urban chicken OR backyard hen OR neighborhood poultry OR hobby hen OR hobby chickens OR household poultry. Papers were selected if they identified illnesses or outbreaks associated with exposure to backyard chicken, backyard chicken owners' awareness of health risks and risk reduction measures.

In February 2023, an updated literature search was conducted by PHO Library Services to identify new evidence on the search terms listed above, including highly pathogenic avian influenza (HPAI) and other pathogens in backyard chickens and small poultry flocks. Environment Complete was searched in addition to the same databases above. The search was limited to literature published in English from 2017 to February 2023. The search yielded 699 citations after duplicate records were removed. Titles and abstracts were screened for relevance to HPAI and other pathogens in backyard chickens/poultry or small non-commercial flocks, human cases from exposure to backyard chickens/poultry or small non-commercial flocks, and biosecurity measures. A grey literature search was also performed using a custom Google search in March 2023, and the first 50 results were reviewed.

A total of 66 records are included in this report. A detailed search strategy is available upon request.

## Main Findings

### Owners Have Limited Awareness of the Human Risk of Infectious Disease Transmission from Backyard Chickens

In general, studies have found limited awareness of the association between infectious disease risk and live poultry contact, as well as a lack of biosecurity measures among flock owners.<sup>8-14</sup> New backyard chicken owners in Ontario may not be aware of these risks as information on enteric illnesses are not typically provided at point of selling in Ontario.<sup>6</sup> This search identified a number of US and international based studies; the following highlights provide details:

- US based studies have found:
  - Inconsistent or minimal biosecurity practices. For example, a cross-sectional study of Colorado backyard chicken owners (n=317) found minimal biosecurity measures and high human contact with flocks. About 79% of individuals surveyed did not change into separate clothes before contact with chickens and about 95% did not report disinfecting or scrubbing their flock shoes before and/or after contact.<sup>1</sup> Another survey of 41 backyard flock owners in Maryland concluded that biosecurity practices were highly variable among flock owners.<sup>7</sup>
  - Variable awareness of the connection between salmonellosis and poultry,<sup>9,13,15</sup> with one study finding that those who completed the survey in English (versus Spanish), sold or gave away eggs, and/or kept chickens for educational purposes for their children were more aware of the association between salmonellosis and poultry.<sup>9</sup>
  - One study showed a discordance between biosecurity measures stated to be used by backyard chicken owners versus what they actually practiced.<sup>13</sup>

Studies based in Europe (Finland, United Kingdom) have similarly found low awareness of the link between backyard chickens and human illness, and limited application of biosecurity measures.<sup>11,12</sup>

### Illnesses and Outbreaks Associated with Exposure to Backyard Chickens Have Been Reported

Infectious disease transmission is a known human health risk associated with backyard chickens. Salmonellosis and campylobacteriosis are the most frequent infections reported in relation to backyard chickens and live poultry exposure.<sup>3,13,16,17</sup> Poultry can carry *Salmonella* in their intestines or eggs without symptoms of illness, which can be transferred onto feathers and the surrounding environment.<sup>3</sup> Table 1 summarizes literature reviews of *Salmonella* outbreaks that were identified in our literature search.

**Table 1. Outbreaks of Salmonellosis Associated with Backyard Chickens, 1990 – 2023\***

Location	Year	Outbreaks (n)	Cases (n)	Details	Reference
US	1996 – 2012	45	>1581	Resulted in 221 hospitalizations, and five deaths.	Behravesh et al., 2014 <sup>16</sup>
US	1990 – 2014	45	2057	Literature review of publicly available data sources for human infectious disease outbreaks associated with backyard chicken exposure. Authors recommended manure management, proper slaughter and disposal, veterinary care, permitting and consumer education to reduce the infectious disease risk associated with backyard poultry ownership.	Tobin et al., 2015 <sup>18</sup>
US	1990 – 2014	53	2630	Literature review and search of multiple databases including PulseNet, the National Molecular Subtyping Network for Foodborne Disease Surveillance in the US, the Centers for Disease Control and Prevention’s (CDC) National Outbreak Reporting System. Keeping poultry inside households and kissing birds were some high risk practices reported.	Basler et al., 2016 <sup>8</sup>
US	2017	10	1120	In 2017, there were 10 separate multistate outbreaks. These outbreaks included cases from 28 states and the District of Columbia. They resulted in 249 hospitalizations and one death.	US, CDC <sup>19</sup>
US	2022	13	1230	In 2022, there were 13 separate multistate outbreaks. These outbreaks reported cases from 49 states, the District of Columbia, and Puerto Rico. Of 737 people interviewed, 59% had contact with backyard poultry prior to illness. Of 726 people with health outcome data available, there were 230 hospitalizations. Two deaths were reported (where data were available).	US, CDC <sup>20</sup>

\*The peer-reviewed studies reported in Table 1 are literature reviews and may include data from the same outbreaks.

Concerns about avian influenza have increased recently with the circulation in North America beginning in late 2021 of a genetic group of H5N1 avian influenza viruses, which are highly pathogenic to chickens and can be transmitted in rare cases to humans.<sup>21,22</sup> Currently, the likelihood of sustained human-to-human transmission of Influenza A(H5N1) remains low.<sup>23,24,25</sup> However, globally, human infections with both low and highly pathogenic avian influenza have been reported from exposure to backyard flocks. The following reports summarize transmission of various avian influenza subtypes to humans following exposure to poultry:

- From 2020 to December 21, 2022, the WHO reported six human infections of HPAI (H5N1, clade 2.3.4.4b) internationally, including one case from the US in 2020 in a worker culling poultry.<sup>25,26</sup>
- A recent World Health Organization (WHO) risk assessment reported three human cases of avian influenza (H5N1) from Cambodia (clade 2.3.2.1c) and China (clade 2.3.4.4b) and one case of avian influenza (H5N6) in China between January 27, 2023 to March 2, 2023.<sup>27,28</sup>
- Previous human outbreaks of HPAI (H5N1, clade 2.2.2) from backyard poultry were recorded in Vietnam in 2007 and Thailand from 2007 to 2010.<sup>29</sup> It was found that 96% of human exposure to HPAI during the outbreak in Vietnam was through backyard poultry.
- A study assessing transmission of low pathogenic avian influenza (LPAI) influenza A (H9N2) from birds to humans in the context of backyard poultry farms in Vietnam was conducted from 2013 – 2015.<sup>30</sup> There were at least five cases of asymptomatic human infections. The authors noted that two of the five human cases were from households that experienced respiratory illnesses that coincided with study timelines.
- In 2018, LPAI (H9N2) circulated on a farm in China, infecting backyard chickens, two humans, and a cat.<sup>31</sup> Reported symptoms among the two infected individuals included diarrhea, abdominal pain, and joint pain for one of the cases.
- According to the May 31, 2023 Public Health Agency of Canada’s emerging respiratory pathogen bulletin, nine cases of influenza A (H9N2) have been detected globally in 2023. However, no cases have been reported in Canada.<sup>24</sup>

A key concern is wild bird populations transmitting avian influenza to backyard flocks.<sup>32,33</sup> HPAI (H5N1) outbreaks in backyard flocks have been reported in the US and Canada (including southern Ontario) in 2022.<sup>22,34</sup> Owners can then potentially become infected through exposure to backyard flocks.

In addition to outbreaks and illnesses associated with backyard chickens, a number of studies have found pathogens in backyard chickens such as *Salmonella*<sup>17,35,36</sup>, *Listeria monocytogenes*<sup>37</sup>, *C. gallinacean* (a chlamydial species with zoonotic potential)<sup>39</sup>, and *T. infestans* (insect) infected with *T. cruzi* which can lead to Chagas disease<sup>40</sup>; as well as ectoparasites (lice, fleas, mites).<sup>38</sup> Moreover, antimicrobial resistance genes have been found in *E.coli* from backyard poultry feces.<sup>41</sup>

## Risk Reduction Measures may reduce the Risk of Zoonotic Infections in Humans

The above studies on human illnesses and outbreaks noted that human behaviour can increase the risk of infectious diseases and outbreaks. High risk behaviours include keeping poultry inside the house and having close contact such as holding or kissing poultry.<sup>3,8,18,34</sup> Additionally, *Salmonella* spp. can contaminate the environment and spread infection when poultry faeces is used as fertilizer.<sup>42</sup>



A recent study in Ontario showed that 8% of survey respondents with backyard chickens raised their chickens for meat.<sup>6</sup> Slaughtering infected birds, especially in household settings, was noted to be a likely risk factor for avian influenza by the WHO.<sup>43</sup> This risk was demonstrated by sampling air in a laboratory simulation of the process of slaughtering chicken, which found release of droplets (>4 µm) and aerosols (1-4 µm) and raised the possibility of transmission if nearby individuals are unprotected.<sup>44</sup>

Table 2 summarizes risk reduction (biosecurity) strategies backyard chicken owners may implement to reduce human infectious disease risk.

**Table 2. Biosecurity Measures for Backyard Flocks**

Biosecurity strategies	Biosecurity measures
Prevent contact with wild birds and other animals <sup>29,45-52</sup>	<ul style="list-style-type: none"> <li>• Store feeds in sealed and waterproof containers</li> <li>• Ensure living space of backyard chickens is clean of feed and standing water</li> <li>• Chickens should be kept in an enclosed space such as a shed or barn</li> <li>• Avoid installing bird feeders, perches near backyard chicken space</li> <li>• Appropriately place scare devices (to repel wild birds) and replace damaged ones to ensure effectiveness</li> <li>• Keep housing secure from predators and other animals</li> </ul>
Maintain cleanliness of the premises <sup>3,8,18,29,34,36,47,48,50,52-54</sup>	<ul style="list-style-type: none"> <li>• Wash hands before and after handling backyard chickens, feeding them, and cleaning the environment</li> <li>• Regularly clean feed and water containers, ensuring that animal waste such as wild bird droppings are not present</li> <li>• Prevent and control rodents</li> <li>• Equipment that can be reused and contaminated should be cleaned and disinfected, rinsed well, and dried</li> <li>• Regularly remove manure, bedding and feed to reduce bacterial growth and flies</li> <li>• Properly compost poultry manure prior to use as a fertilizer</li> <li>• Promptly dispose of dead birds</li> <li>• Clean nest boxes regularly and ensure there is sufficient number of nest boxes and space per hen</li> <li>• Collect eggs as they are produced to minimize contamination*</li> <li>• Discard all cracked and heavily soiled eggs*</li> </ul>

Biosecurity strategies	Biosecurity measures
Avoid cross-contamination <sup>3,8,12,18,29,34,36,45,47,52,53,55</sup>	<ul style="list-style-type: none"> <li>• Acquire chickens from a reliable source</li> <li>• Keep different species of birds apart as mixing can introduce new diseases</li> <li>• Do not share equipment with other bird owners</li> <li>• When entering the space, use dedicated clothing when interacting with the flock and their living space</li> <li>• Do not slaughter poultry in the house</li> <li>• Ensure chicken roosts are away from nesting boxes and feeding stations*</li> <li>• Restrict contact between backyard chickens and pets</li> </ul>
Avoid close contact with birds <sup>3,8,18</sup>	<ul style="list-style-type: none"> <li>• Do not bring poultry inside the house</li> <li>• Refrain from kissing and snuggling poultry</li> <li>• Refrain from touching one's mouth, eating, or drinking around chickens</li> </ul>
Segregate and monitor <sup>47,51</sup>	<ul style="list-style-type: none"> <li>• Quarantine sick birds until recovered</li> </ul>
Report illnesses and deaths <sup>12,18,47</sup>	<ul style="list-style-type: none"> <li>• Contact a veterinarian or the local CFIA office if there is suspected illness in backyard chickens</li> </ul>
System-level interventions <sup>18,34,56–58</sup>	<ul style="list-style-type: none"> <li>• Educate flock owners on quarantine and hygiene measures to limit the introduction of new diseases to backyard flocks</li> <li>• Provide health-related information to potential poultry buyers before point of sale</li> <li>• Register households with poultry to enable communication in the event of outbreaks</li> </ul>

\*Personal communication from D Schwartz, 2023; unreferenced

In addition to the biosecurity measures mentioned above, the Canadian Food Inspection Agency (CFIA), OMAFRA and the Canadian Wildlife Health Cooperative provide specific guidance for quarantine and control measures for HPAI and backyard chickens, including:<sup>47, 48,59,60</sup>

- Avoiding visiting backyard chickens for 14 days after visiting farms abroad and/or having contact with wild birds.
- New birds should be kept separate from the flock and monitored for 30 days.
- Birds that were present at shows or exhibits should be kept separate from the flock and monitored for 14 days.
- During an ongoing disease outbreak, avoid gatherings such as shows, sales, and swap meets.
- Dead wild birds on your property should be reported to the Canadian Wildlife Health Cooperative.

Bird owners should also stay vigilant and maintain hygiene measures while handling birds as it is possible to infect birds with viruses such as influenza and bacteria from humans.<sup>51</sup> If a member of the household becomes ill with symptoms such as fever, cough, or sore throat, they should seek medical advice and avoid direct contact with the backyard chickens.<sup>60</sup> Backyard chicken owners have also been recommended to obtain seasonal influenza vaccination.<sup>48</sup> Pets (e.g., cats, dogs) can also be infected with avian influenza, e.g., during hunting or scavenging. Concerns about avian influenza or illness in pets should be brought to a veterinarian.<sup>59,60</sup>

OMAFRA provides “Keeping Your Birds Healthy Resource Kits” for backyard chicken owners. It provides information on biosecurity, feed and water management, cleaning and disinfection, managing sick birds and disposal of sick birds.<sup>61</sup> In addition, [Family Food Program](#) at Chicken Farmers of Ontario (CFO) provides information for members on promotion of bird health and disease management.<sup>62</sup>

## Discussion and Conclusions

Backyard chickens can be found in urban and rural residences in Ontario. Pathogens such as *Salmonella* spp., *Campylobacter* spp., *Listeria monocytogenes*, and different strains of avian influenza A have been found in backyard chickens and linked to human exposure and infection.

Close contact with backyard chickens may contribute to infectious disease transmission from birds to humans, even in the absence of illness in poultry.<sup>8,9,12,33,34</sup> Close contact with and slaughtering of backyard chickens poses health risks to owners; education for flock owners on proper slaughtering processes may reduce this risk.<sup>8–14,63</sup> Other biosecurity practices such as preventing contact between backyard chickens and wild birds/animals, maintaining cleanliness of the premises and hygiene (including hand hygiene), avoiding cross-contamination, segregating and monitoring sick birds, and reporting illnesses can reduce the risks of infection transmission to both birds and humans.<sup>27,36,47–55,60,64–66</sup>

## Implications for Practice

Human illness has been associated with backyard poultry, however, owner attention to biosecurity measures may reduce the risk. Informing potential backyard chicken owners of the risks and reinforcement of the importance of biosecurity measures can help to reduce risks for both owners, visitors and their flocks.

In considering backyard chicken policies, authorities may also consider noise, odour, community preferences, the risk of infection, and the possible benefits of backyard chickens.



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Christine Navarro, Public Health Physician, Health Protection, PHO

Csaba Varga, DVM, MSc, DACVPM, Lead Veterinarian, Disease Prevention – Poultry, Ontario Ministry of Agriculture, Food and Rural Affairs

Dean Middleton, DVM, Epidemiologist Specialist, Chronic Disease and Injury Prevention, PHO

Richard Mather, Public Health Physician, Health Protection, PHO

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Ontario 



## Staff Report

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**Report To:** Council Meeting  
**From:** Terri Towstiuc, Clerk  
**Date:** 2024-12-19  
**Subject:** 2025 Recreation and Pool Fees

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### **Recommendation:**

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: 2025 Fees for Recreation and Pool; And

That Council \_\_\_\_\_.

### **Purpose:**

The purpose of this report is to obtain direction from Council, regarding certain recreation and pool fees, as discussed during the initial presentation of the 2025 Fees and Charges.

### **Background:**

At the November 28<sup>th</sup> meeting, Council received the draft 2025 Fees and Charges. It was noted that the recreation committee had suggestions about the pool fees (specifically aquafit) and the use of the recreation center.

Aquafit was requesting a monthly or seasonal pass, and to use a comparative approach, Southwest Middlesex and Dutton Dunwich 2025 Fees and Charges we obtained. Southwest Middlesex offers a monthly pass of \$80.00 or early bird (April 1-30) of \$72.00 (10%) discount. Dutton Dunwich no longer offers a seasonal or monthly pass for Aquafit, and the per person visit to Aquafit is \$4.50.

It was noted that the recreation committee would like to see lower fees for the Recreation Centre, for various events (baby shower, bridal shower, etc.). It appears each municipality used (SWM & DD) use different approaches to their pricing, including Monday to Thursday and Friday to Sunday rates, along with discounted rates for residents on the municipality (versus non-residents).

Dutton Dunwich Community Centre has a similar capacity limit, fully accessible and fully stocked kitchen, will the comparative at Southwest Middlesex (Ekfrid Community Centre) is about half the size/capacity than West Elgin Recreation Centre

West Elgin's facility rates are straightforward, however, staff are seeking Council's input regarding the rates, to proceed with the adoption and passing of a by-law.

Attached to this report is the proposed 2025 West Elgin Fees, along with the comparatives used for this report.



**Financial Implications:**

2025 Fees and Charges By-law to be finalized

**Policies/Legislation:**

2025 Fees and Charges By-law

**Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
<input type="checkbox"/> To improve West Elgin’s infrastructure to support long-term growth.	<input checked="" type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input checked="" type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Terri Towstiuc, Clerk

## Southwest Middlesex

### SWIMMING POOL

Early Bird Pricing is valid from: **April 1-30, 2025.**

Item	Description of Charge	Early Bird Price	Regular Price
6.39	Regular Lessons - Parent & Tot (30 minutes)	\$ 45.00	\$ 50.00
6.40	Regular Lessons - Preschool & Swimmer 1-6 (Preschool- Swimmer 4, 30 minutes; Level 5-6, 45 minutes)	\$ 65.00	\$ 72.00
6.41	Regular Lessons-Rookie, Ranger, Star Patrol (45 minutes)	\$ 76.00	\$ 84.00
6.42	Bronze Star	\$ 76.00	\$ 84.00
6.43	Bronze Medallion	\$ 153.00	\$ 170.00
6.44	Bronze Cross	\$ 153.00	\$ 170.00
6.45	Private Lessons (1/2 hour)	\$ 105.00	\$ 116.00
6.46	Semi-private lessons (1/2 hour, per child)	\$ 95.00	\$ 106.00
6.47	Drop-in Lessons (1/2 hour)	N/A	\$ 16.00
6.48	Special Needs Swimming Lessons (1 hour)	\$ 50.00	\$ 80.00
6.49	Recreational Swim Team	\$ 53.00	\$ 62.00
6.50	Swim Team Family Rate (up to 3 members)	\$ 100.00	\$ 120.00
6.51	Passes		
	a) One-person pass (per season)	\$ 72.00	\$ 80.00
	b) Family season pass (per season)	\$ 156.00	\$ 170.00
	c) Aquafit Pass (per month)	\$ 72.00	\$ 80.00
6.52	Daily Rates		
	a) Aquafit/Lane Swim (45 minutes)	N/A	\$ 5.00
	b) Children (12 and under)	N/A	\$ 2.00
	c) Youth and Adults (13+)	N/A	\$ 3.00
	d) Seniors (65+)	N/A	\$ 2.00
	e) Family Rate (2 adults+ up to 4 children)	N/A	\$ 8.00
6.53	Swimming pool rental (per hour which includes 2 lifeguards. Any additional lifeguards will be charged at an additional \$25/hour. Additional lifeguard is required if		\$ 85.00

**SCHEDULE 'F' – FACILITIES, PARKS AND RECREATION**  
**FACILITIES RENTALS**

'Special Event' = An event that is open to all members of the public.

STAT Holidays are subject to the rental rate at 150%.

Item	Description of Charge	Fee Amount	Measure
	Main Hall & Kitchen with Special Occasion Permit (SOP) Ekfrid Community Centre, Wardsville Masonic Hall, Glencoe Arena Auditorium	Friday & Saturday - \$450.00/day Sunday to Thursday - \$345.00/day	
	Ekfrid Community Centre (no SOP)	Friday & Saturday - \$220.00/day Sunday to Thursday - \$150.00/day for Non-Resident Sunday to Thursday - \$100.00/day For Residents Hourly - \$30.00 (min. 2 hours)	
	Wardsville Masonic Hall (no SOP)	Friday & Saturday - \$165.00/day Sunday to Thursday - \$120.00/day for Non-Resident Sunday to Thursday - \$80.00/day For Residents Hourly - \$22.00 (min. 2 hours)	
	Southwest Middlesex Recreation Centre Auditorium (no SOP)	Friday & Saturday - \$165.00/day Sunday to Thursday - \$120.00/day for Non-Resident Sunday to Thursday - \$80.00/day For Residents Hourly - \$22.00 (min. 2 hours)	
	Mitch Scheerer Room		
	(a) Daily	\$60.00	
	(b) Hourly	\$22.00	
	Glencoe Train Station		
	(a) Daily	\$75.00	
	(b) Hourly	\$22.00	
	Appin Pavilion (Hydro, Water, Washroom)	\$50.00	day
	Simpson Street Park Pavilion (Hydro & Washroom)	\$50.00	day
	Wardsville/Little Kin Park Pavilion (Hydro & Washroom)	\$50.00	day
	Project 2000 Pavilion	50.00	day
	Key Return (includes all facilities listed above)	\$250.00	invoiced if not returned in 48 hrs.
	Facility Set-Up and Take Down (chairs, tables, special requests)	\$10.00	day
	Additional Picnic Tables	\$10.00	day

## Dutton Dunwich

<b>b. Community Centre</b>	
Table rental (off-site, each) .....	\$10.00 +hst
Chair rental (off-site, each) .....	\$5.00 +hst
Damage deposit for off-site tables/chairs .....	\$200.00
<b>i. Main Hall</b>	
Monday - Thursday (8am - 5pm) .....	\$456.18 +hst
Monday - Thursday (8am - 1am) .....	\$636.54 +hst
Friday - Sunday (8am - 5pm) .....	\$562.27 +hst
Friday - Sunday (8am - 1am) .....	\$795.67 +hst
Hourly .....	\$41.20/hr + hst
<b>ii. Meeting room</b>	
Hourly .....	\$20.60/hr +hst
<b>iii. Kitchen</b>	
Rental with accessories with use of another room .....	\$75.00 +hst
Rental only (hourly) .....	\$30.90 +hst
Rental only (day rate) .....	\$130.00 +hst
<b>c. South Dunwich Hall</b>	
Monday - Thursday (8am - 5pm) .....	\$32.10/hr +hst
Monday - Thursday (8am - 1am) .....	\$42.80/hr +hst
Friday - Sunday (8am - 5pm) .....	\$42.80/hr +hst
Friday - Sunday (8am - 1am) .....	\$53.50/hr +hst
Daily Rate .....	\$139.10 +hst
<b>d. Picnic Shelter</b>	
Rental .....	\$75.00 +hst
<b>e. Pool</b>	
Season family pass (July & August) .....	\$219.52 +hst (\$248.06)
Season individual pass (July & August) .....	\$112.20 +hst (\$126.79)
Per person recreational swims .....	\$3.50
Per family recreational swims .....	\$8.85 +hst (\$10.00)
Adult swims including Saturday lane swims .....	\$3.98 +hst (\$4.50)
Per person AquaFit .....	\$3.98 +hst (\$4.50)
Hourly pool rental (includes 2 lifeguards) .....	\$115.76 +hst (\$130.81)
Additional lifeguards per hour .....	\$29.70 +hst (\$33.56)
Swim lessons (2-week session) .....	\$75.00
Per person private swim lesson (30 min, 2-week session) .....	\$133.10
Per person private swim lesson (45 min, 2-week session) .....	\$162.05
Bronze medallion .....	\$160.00 +hst
Bronze star .....	\$110.25 +hst
Bronze cross .....	\$150.00 +hst
Swim team .....	\$71.75
Swim team - family of 3 or more children .....	\$162.06
Sponsored Public Swim (3 hours) .....	\$255.00 +hst



## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2024-12-19  
**Subject:** 2025 Municipal Insurance Renewal

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### **Recommendation:**

That West Elgin Council hereby receives the report from M. Badura CAO/Treasurer, re: 2025 Municipal Insurance Renewal as set out in the renewal documents provided by Intact Public Entity dated November 26, 2024; and That West Elgin Council approves payment of the annual premium in the amount of \$410,877.00 plus applicable taxes.

### **Background:**

The Municipality's comprehensive insurance program is provided by Intact Public Entities (formerly Frank Cowan Insurance). Attached to this report is the policy renewal information for 2025. Historically, staff have met with Aran Myers, Regional Manager to review the renewal documents, obtain additional information on the increase in premiums and explore options to contain costs. Unfortunately, staff received the attached renewal documents very close to the meeting and have not been available to meet with Mr. Myers, but since there are no significant changes to our coverage, we are comfortable recommending approval. If Council so desires, Mr. Myers can make himself available at a future date if Council has any questions about the Municipality's insurance program and coverage provided by Intact Public Entity.

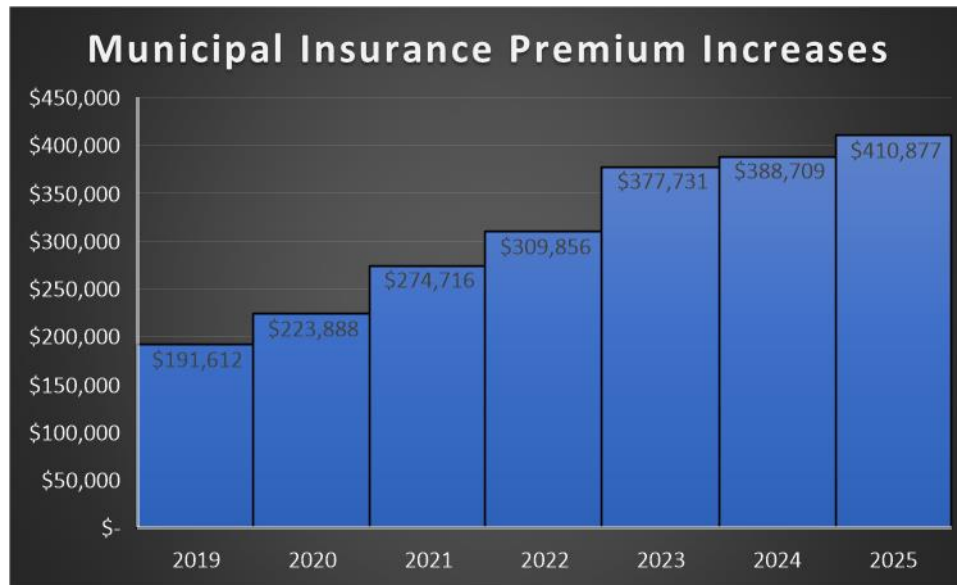
### **Financial Implications:**

The current policies expire December 31, 2024. A copy of the proposal for coverage from January 1, 2025 to December 31, 2025 for the Municipality of West Elgin is attached.

The Municipality renewal contains a summary of the costs for insurance coverage. Most of the increase of \$18,884 or 4.82% is due to the Property Liability component of the premium showing an increase of 10% or \$9,902 that is being influenced by both local and global factors, such as natural disasters and climate change. Hurricanes, wildfires, floods, and other natural disasters have become more common and intense, leading to higher claims payouts. Rising construction costs and higher number of small claims and inflation is also contributing to rate increases.

The general liability component of the premium shows an increase of \$7,797 or 3%. The General Liability component is greatly affected by the hard market and the Municipality's past claims experience. Other components are having a minor impact on the overall increase.

The following is a chart illustrating the costs for the Municipal Insurance Program since 2019.



The following is a detailed breakdown by insurance line.

## Cost Analysis

	Expiring Program Term	Renewal Program Term
<b>Casualty</b>		
General Liability	\$ 226,188	\$ 233,985
Errors and Omissions Liability	8,031	8,272
Non-Owned Automobile Liability	216	216
Environmental Liability	3,357	3,494
Crime	836	836
Board Members Accident	335	335
Volunteers' Accident	541	541
Conflict of Interest	455	455
Legal Expense	2,124	2,124
Cyber	15,000	N/A
Facility User Solution	1,000	1,000
<b>Property</b>		
Property	96,409	106,311
Equipment Breakdown	3,272	3,436
<b>Automobile</b>		
Owned Automobile	40,134	40,534
Owned Automobile – Transit	4,922	5,040
<b>Excess</b>		
Follow Form	4,173	4,298
<b>Total Annual Premium</b>	<b>\$ 406,993</b>	<b>\$ 410,877</b>
(Excluding Taxes Payable)		

Although rising costs are never desirable, the Municipality faces limited options when it comes to securing municipal insurance. Past experience has demonstrated that shopping for coverage, while occasionally providing short-term benefits, rarely results in sustainable long-term savings.

Technically, there are four companies offering municipal insurance; however, only two remain viable options. AON has significantly reduced its presence in the municipal sector, dismantling its Public Sector program and retaining less than 5% of the municipal client market share in Ontario. BFL is similarly struggling, with renewal terms becoming increasingly difficult to offer and a market share of less than 10%. Marsh, another provider, has seen a record number of former clients return to us within the past 24 months, citing inadequate service. Marsh lacks a dedicated municipal team and relies on just two or three individuals to manage their entire Ontario program, in addition to other responsibilities. As a result, clients often find themselves burdened with more administrative work once Marsh takes over their policies.

Based on the excellent support and service provided by Intact Public Entity and the many risk reduction and risk management services that are provided as part of the insurance program, staff would recommend renewal of the Insurance Program for 2025, as proposed. In the past, deductible levels increased to \$15,000. This generated some immediate savings and should be beneficial over the long term if claims remain minimal. While the deductible could be further increased, staff are not recommending a further increase at this time. The additional savings would be minimal for the added risk. As of last year, all Insurance Reserves have been depleted to help mitigate large increases in the past.

#### **Financial Implications:**

This year, municipal insurance increases are more aligned with inflation and appear more reasonable compared to previous years. However, it is important to note that since 2019, our insurance rates have increased by 114%, creating significant upward pressure on operating budgets.

Respectfully submitted by,

Magda Badura  
CAO/Treasurer

**Report Approval Details**

Document Title:	2025 Municipal Insurance Renewal - 2024-55-Administration Finance.docx
Attachments:	<ul style="list-style-type: none"><li>- Appendix A - Municipal Insurance.pdf</li><li>- 21770 - Report 2025.pdf</li><li>- 21770 - Report Attachments 2025.pdf</li></ul>
Final Approval Date:	Dec 16, 2024

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

Terri Towstiuć





# 2024 Municipal Insurance Program

## CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

Renewal Report for the Policy Term January 1, 2024 to January 1, 2025

Submitted by: Intact Public Entities Inc.  
Address: 278 Pinebush Rd., Suite 200  
Cambridge, ON N1T 1Z6

phone: 1-800-265-4000  
email: [connectwithus@intactpublicentities.ca](mailto:connectwithus@intactpublicentities.ca)

Prepared by:  
Aran Myers  
Regional Manager

Ref 21770/jn 18 December 2023



## How to Report a Claim

In the event you need to report a claim, please call your insurance broker during regular business hours, or alternatively **call Intact Public Entities at 1-800-265-4000** where you will be given options based on the type of claim you are reporting. After hours claim reporting is available through that number. You can also email IPE during business hours: **[mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca)**





# About Intact Public Entities

Intact Public Entities is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives Intact Public Entities the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. Intact Public Entities is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about Intact Public Entities visit [www.intactpublicentities.ca](http://www.intactpublicentities.ca).

Intact Public Entities is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

## Canadian Owned Company With 90+ Years of Continuous Operation

### Market Leader

#### Municipal, Public Administration & Community Services

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

#### New Products & Services

- Cyber Risk Insurance
- Fraudulently Induced Transfer
- Road Reviews
- Fleet Management

### In-House

#### Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share Leader in Ontario**



**First Municipal Client The Village of Ayr, Ontario**

## The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value-added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for Intact Public Entities to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

## Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

## Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

# Best in Class Value Added Services

Intact Public Entities offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

## Advocacy & Municipal Association Support

Intact Public Entities employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

Intact Public Entities advocates and supports your public entities across the country.



## Risk Management

### Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

### Roads & Sidewalks

#### Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

#### Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

#### Driver Trainer

Fleets and individual drivers can receive comprehensive driver training through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management policies to defensive and cooperative driving education.

#### Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

#### MMS Compliance

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association

## **Municipal Education**

### **Education & Seminars**

Over 10,000 municipal employees from almost every department have received training from Intact Public Entities over the past few years. Training can be provided through customized sessions on the topics of your choosing or be tied to a policy/procedure review or claims review. We can also provide training through a webinar format and record these webinars so your managers can use them at any time to train new staff or as a refresher for existing staff. We have also partnered with Ontario Good Roads Association and the Association of Ontario Road Supervisors to provide technical training on several books of the Ontario Traffic Manual. Every year we offer Regional Training Sessions to larger audiences on topics such as Building Inspection Losses, Fleet Safety, Trails and Cycling on Municipal Roads. We are always interested in hearing from you as to the type of training your municipality requires.

### **Institute of Municipal Risk Management**

Register for courses specific to your role as a Councillor or municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and features a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit [municipaleducation.ca](http://municipaleducation.ca) for more information or to register.

## **Reviews & Analysis**

### **Contract Reviews**

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

### **Policy and Procedural Reviews**

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

### **Online Resource Library - Risk Management Centre of Excellence**

You'll receive access to hundreds of relevant and helpful resources and templates designed to provide you with the tools needed to manage municipal risk.

# Claims Services

## Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

## In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

## Claims History Analysis

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources so as to better identify risk trends and address them with mitigation techniques.

## Guidewire ClaimCenter® Claims Management

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

## Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

## Expertise

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

# Natural Asset Management Roadmap



We understand that municipalities play a pivotal role in climate resiliency which is why we are proud to sponsor the Natural Asset Management Roadmap Program for municipal clients.

## Natural Asset Management Roadmap Program

Developed by Natural Assets Initiative (NAI), the program provides direction, support and guidance to local governments as they develop roadmaps to account for natural assets in their asset management strategies.

## What is a roadmap?

For many local governments a "roadmap" is a good first step for a municipality to get a handle on how to manage and value natural assets. The roadmap pulls together individuals from various municipal departments to discuss and centralize their expertise.

Roadmaps have proven to be a relatively low-effort, high-impact activity requiring no more than a few days of effort for the project lead and a few hours from the other staff participants; yet it provides a strong foundation for participants to get started on Natural Asset Management (NAM) with confidence that they are on the right track.

In Ontario, municipalities are required to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service under O. Reg. 588/17, Asset Management Planning for Municipal Infrastructure by July 1, 2024. The Natural Asset Management Roadmap Program is a great tool to help municipalities ensure they are meeting the proper criteria.

## More about the Natural Asset Management Roadmap Program

The NAI will deliver all aspects of the roadmap curriculum to participants including:

- Introductory Training Webinar on NAM
- Roadmap Workshop
- Coaching and support throughout the roadmap development process

Most local governments complete their roadmap within four months and find many great benefits to doing so including:

- Building awareness about NAM among a cross-functional staff group.
- Understand how your local government is considering natural assets in planning and delivering services.
- Completing a NAM roadmap that includes the actions they will take over the short to medium term to integrate NAM into their asset management practices.
- Learning from their peers and building a network helping to advance NAM.

## Getting Started is Easy

1. Visit [intactpublicentities.ca/natural-asset-management-roadmap-program](https://intactpublicentities.ca/natural-asset-management-roadmap-program) to complete and submit the Expression on Interest form. You'll be notified when an opening is available.
2. No cost if you're an IPE client, the roadmap and \$850 fee is included.
3. Have questions? Contact your company representative.



# Your Insurance Coverage

## Important Information

### General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

### Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

### Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	15,000	15,000,000 Per Claim No Aggregate
Voluntary Medical Payments		50,000 Per Person 50,000 Per Accident
Voluntary Property Damage		50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees		50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	15,000 Per Claimant	Included
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense		1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form Retroactive Date: January 1, 2023	15,000	2,000,000 Per Claim 2,000,000 Aggregate
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	250,000
Environmental Liability (Claims Made Form)	5,000	2,000,000 Per Claim 4,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

### Follow Form – Excess Liability Coverage Description

(\$) Limit of Insurance

<b>Excess Limit</b>		10,000,000
<b>Underlying Policy</b>	<b>(\$) Underlying Limit</b>	
General Liability	15,000,000	
Abuse Exclusion Applies		
Errors & Omissions Liability	15,000,000	
Non-Owned Automobile	15,000,000	
Owned Automobile	15,000,000	
<b>Total Limit of Liability (\$)</b>		<b>25,000,000</b>

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Crime

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)			1,000,000	
Loss Inside the Premises (Broad Form Money & Securities)			300,000	
Loss Outside the Premises (Broad Form Money & Securities)			300,000	
Audit Expense			200,000	
Money Orders and Counterfeit Paper Currency			200,000	
Forgery or Alteration (Depositors Forgery)			1,000,000	
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)			200,000	

### Accident

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Board Members: Persons Insured Mayor, Deputy Mayor and Three (3) Councillors				
Board Members Accidental Death & Dismemberment			250,000	
Paralysis			500,000	
Weekly Income – Total Disability			500	
Weekly Income – Partial Disability			300	
Accidental Death of a Spouse while Travelling on Business			Included	
Volunteers Accidental Death & Dismemberment			50,000	
Paralysis			100,000	
Weekly Income – Total Disability			500	
Weekly Income – Partial Disability			250	

### Conflict of Interest

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Legal Fees Expenses	Nil		100,000 Per Claim	No Aggregate

### Legal Expense (Claims Made)

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Legal Defence Cost	Nil		100,000	500,000 Aggregate

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Property

**Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified. The Deductible is on a Per Occurrence Basis.**

Coverage for Property insured on a blanket basis:

- A margin clause endorsement has been applied to your policy, this provides a margin of 115% for each building and contents insured on blanket basis for when coverage is provided on both a Replacement Cost and Actual Cash Value Basis.

Coverage for Property insured on a scheduled basis:

- A co-insurance clause of 90% for property insured on a replacement cost basis will apply; and
- A co-insurance clause of 80% for property insured on an actual cash value basis.

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	15,000	RC	38,461,500
Scheduled Items Coverage, Deductible and Basis of Settlement as per Schedule	Refer to Schedule		2,523,600
Excluded Item or Locations	Refer to Schedule		Refer to Schedule

### Property Supplemental Coverage

(Included in the Total Sum Insured unless otherwise specified in the wording)

Building By-laws	15,000		10,000,000
Building Damage by theft	15,000		Included
Debris Removal	15,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	15,000		Included
Electronic Computer Systems Breakdown			Not Insured
Electronic Computer Systems – Extra Expense			Not Insured
Extra Expense Period of Restoration	15,000		90 Days
Expediting Expense	15,000		Included
Fire or Police Department Service Charges	15,000		Included
First Party Pollution Clean-up	15,000		1,500,000
Fungi and Spores	15,000		10,000
Furs, Jewellery and Ceremonial Regalia			

Ceremonial Regalia	15,000	Included
Furs and Jewellery	15,000	25,000
Inflation Adjustment	15,000	Included
Live Animals Birds or Fish	15,000	25,000
Newly Acquired Property	15,000	1,000,000
Professional Fees	15,000	Included
Property and Unnamed Locations	15,000	Included
Property Temporarily Removed Including while on Exhibition and during Transit	15,000	Included
Recharge of Fire Protection Equipment Expense	15,000	Included
Sewer Backup and Overflow	15,000	Included
<b>Municipal &amp; Public Administration Extension Endorsement</b>		
(In Addition to the Total Sum Insured unless specifically scheduled in the wording)		
Accounts Receivable	15,000	500,000
Bridges and Culverts	15,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	15,000	100,000
Buildings in the Course of Construction Reporting Extension By Laws – Governing Acts	15,000	1,000,000
By Laws – Governing Acts	15,000	25,000
Consequential Loss Caused by Interruption of Services		
On Premises	15,000	Included
Off Premises	15,000	1,000,000
Cost to Attract Volunteers Following a Loss	15,000	10,000
Docks, Wharves and Piers	15,000	100,000
Errors and Omissions	15,000	Included
Exterior Paved Surfaces	15,000	50,000
Extra Expense	15,000	500,000
Fine Arts		
At Insured's Own Premises	15,000	25,000
On Exhibition	15,000	100,000
Fundraising Expenses	15,000	10,000
Green Extension	15,000	50,000
Growing Plants		
Any One Item	15,000	1,000
Per Occurrence	15,000	100,000
Ingress and Egress	15,000	Included
Leasehold Interest	15,000	25,000
Master Key	15,000	25,000
Peak Season Increase	15,000	25,000

Personal Effects	15,000	25,000
Property of Others	15,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	15,000	25,000
Signs	15,000	Included
Vacant Property	15,000	1,000,000
Valuable Papers	15,000	500,000
<b>Business Interruption</b>		
Rent or Rental Value	15,000	500,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion	Not Applicable	Included
<b>Earthquake Coverage</b>		
Earthquake Coverage	Not Applicable	Excluded
<b>Flood Coverage</b>		
Flood Coverage	Not Applicable	Excluded

**(\$) Total Amount of Insurance      43,655,100**

RC = Replacement Cost   ACV = Actual Cash Value   VAL = Valued

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Equipment Breakdown (Advantage/BM31)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	15,000	50,000,000 Per Accident
Extra Expense		500,000
Consequential Damage	5,000	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption		25,000
Public Relations Coverage		10,000
Business Interruption – Gross Rents		500,000

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Owned Automobile

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
<b>Liability</b>		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
<b>Direct Compensation – Property Damage</b>		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		
<b>Loss or Damage**</b>		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	5,000	Included
<b>Endorsements</b>		
Fire Department Vehicles		Included
Replacement Cost		Included
#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)		Included
#21B - Blanket Fleet Coverage		50/50

\* This policy contains a partial payment of loss clause.

A deductible applies for each claim except as stated in your policy.



## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Automobile (Transit)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
<b>Liability</b>		
Bodily Injury		2,000,000
Property Damage		
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
<b>Direct Compensation – Property Damage</b>		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		
<b>Loss or Damage**</b>		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	10,000	Included
<b>Endorsements</b>		
Replacement Cost		Included
#6C - Public Passenger Vehicle		8,000,000

## INDICATION OF TERMS

REFERENCE NUMBER:	3832546
COMPANY NAME:	The Corp of the Municipality of West Elgin
TOTAL PAYABLE:	CAD15,500.00
Premium breakdown:	
Cyber & Privacy:	CAD11,100.00
Cyber Crime:	CAD3,900.00
Policy Administration Fee:	CAD500.00
BUSINESS OPERATIONS:	Municipality
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (CA) v3.1
ENDORSEMENTS:	Public Entity Amendatory Clause Schedule Of Information Service of Suit Clause
SUBJECTIVITIES:	This quote is subject to the following being provided by the stated deadline: <ul style="list-style-type: none"> <li>1. Signed version of the application form submitted, dated within 30 days of the required inception date. (14 days post binding)</li> <li>2. Please confirm last years total gross revenue. terms subject to change (prior to binding)</li> </ul>
POLICY PERIOD:	12 months
DATE OF ISSUE:	07 Dec 2023
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualized premium
ADDITIONAL NOTES:	
SECURITY:	Certain Lloyd's underwriters and other insurers
UNDERWRITER:	Jack Baldry

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE  
PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,

## DECLARATIONS

### THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN EACH AND EVERY CLAIM LIMIT

#### INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

##### SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD0 each and every claim

##### SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

##### SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

##### SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

##### SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

##### SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

##### SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: CAD50,000 each and every claim, subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event

Deductible: CAD0 each and every claim



## INSURING CLAUSE 2: CYBER CRIME

### SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION D: EXTORTION

Limit of liability:	CAD1,000,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION F: TELEPHONE HACKING

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	CAD50,000	each and every claim
Deductible:	CAD10,000	each and every claim

### SECTION H: UNAUTHORIZED USE OF COMPUTER RESOURCES

Limit of liability:	CAD250,000	each and every claim
Deductible:	CAD10,000	each and every claim



### INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

#### SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

#### SECTION B: INCOME LOSS AND EXTRA EXPENSE

Limit of liability: CAD1,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of system failure

Deductible: CAD10,000 each and every claim

#### SECTION C: ADDITIONAL EXTRA EXPENSE

Limit of liability: CAD100,000 each and every claim

Deductible: CAD10,000 each and every claim

#### SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: CAD1,000,000 each and every claim, sub-limited to CAD1,000,000 in respect of system failure

Deductible: CAD10,000 each and every claim

#### SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim

#### SECTION F: CLAIM PREPARATION COSTS

Limit of liability: CAD25,000 each and every claim

Deductible: CAD0 each and every claim

#### SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: CAD1,000,000 each and every claim

Deductible: CAD10,000 each and every claim



## THE FOLLOWING INSURING CLAUSES ARE SUBJECT TO AN AGGREGATE LIMIT

### INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

#### SECTION A: NETWORK SECURITY LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

#### SECTION B: PRIVACY LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

#### SECTION C: MANAGEMENT LIABILITY

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

#### SECTION D: REGULATORY FINES

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

#### SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

### INSURING CLAUSE 5: MEDIA LIABILITY

#### SECTION A: DEFAMATION

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

#### SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Aggregate limit of liability:	CAD1,000,000	in the aggregate, including costs and expenses
Deductible:	CAD10,000	each and every claim, including costs and expenses

### INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



#### INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: CAD100,000 in the aggregate

Deductible: CAD0 each and every claim



## PUBLIC ENTITY AMENDATORY CLAUSE

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: The Corp of the Municipality of West Elgin

WITH EFFECT FROM: -

It is understood and agreed that the following amendments are made to this Policy:

1. The DEFINITION of "Company" is deleted in its entirety and replaced with the following:

"Company" means

the organization stated in the Declarations page and any of its departments or divisions that are included within the operating budget provided to us by you in your application for this insurance.

2. The DEFINITION of "Senior executive officer" is deleted in its entirety and replaced with the following:

"Senior executive officer" means

board members and executive committee members of the company or any individual holding an equivalent position in the company.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY



## SCHEDULE OF INFORMATION

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: The Corp of the Municipality of West Elgin  
WITH EFFECT FROM: -

The information stated below has been provided to us as part of your application for this Policy. It is important that this information is correct as we may seek to avoid this Policy or reject a claim in the event of any reckless or deliberate non-disclosure or misrepresentation.

If any of the information below is incorrect, please contact us as soon as is reasonably practicable.

1. Company web address: westelgin.net
2. Number of employees: 80
3. Annual revenue: CAD11,400,000
4. You have not experienced a cyber event in the past three years that has resulted in a direct financial loss of more than CAD10,000
5. You have not had any legal action brought or threatened against you in the last five years as a direct result of a cyber event
6. You have not had any regulatory action initiated against you in the last five years as a direct result of a cyber event
7. You are not involved in the direct supply of goods or services to the cannabis industry, nor are you involved directly with the use or supply of cryptocurrency

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY



## SERVICE OF SUIT CLAUSE

ATTACHING TO POLICY N/A  
NUMBER:

THE INSURED: The Corp of the Municipality of West Elgin

WITH EFFECT FROM: -

In any action to enforce the obligations of the underwriting members of the Lloyd's syndicates and other subscribing insurers, they can be designated or named, in respect of the Lloyd's syndicates, as "Lloyd's Underwriters" and such designation will be binding on the members as if they had each been individually named as defendant. Service of such proceedings against Lloyd's syndicates may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters whose address for such service is 200 Bay Street, Suite 2930, P.O. Box 51, Toronto, Ontario, M5J 2J2, and service of such proceedings against other subscribing insurers may validly be made upon Norton Rose Fulbright Canada LLP whose address for such service is One Place Ville Marie, Suite 2500, Montréal, Quebec, H3B 1R1.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE  
POLICY

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Facility User Solution

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Commercial General Liability *an abuse exclusion is included within the wording		2,000,000
Medical Expenses – Per Person		10,000
Non Owned Automobile		2,000,000

### Account Premium

Prior Term	Total Annual Premium (Excluding Taxes Payable)	\$ 377,731	Total Annual Premium (Excluding Taxes Payable)	<b>\$ 403,709</b>
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\*Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply.

The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).

### Non-Accumulation of Limits Agreement is Applicable

# Cost Analysis

	Expiring Program Term	Renewal Program Term
	_____	_____
<b>Casualty</b>		
General Liability	\$ 215,417	\$ 226,188
Errors and Omissions Liability	7,649	8,031
Non-Owned Automobile Liability	216	216
Environmental Liability	3,197	3,357
Crime	836	836
Board Members Accident	335	335
Volunteers' Accident	541	541
Conflict of Interest	455	455
Legal Expense	2,124	2,124
Cyber	15,000	15,000
Facility User Solution	1,000	1,000
<b>Property</b>		
Property	82,359	93,122
Equipment Breakdown	3,314	3,272
<b>Automobile</b>		
Owned Automobile	36,820	40,134
Owned Automobile – Transit	4,534	4,925
<b>Excess</b>		
Follow Form- 1 <sup>st</sup> layer	3,934	4,173
<b>Total Annual Premium</b>	<b>\$ 377,731</b>	<b>\$ 403,709</b>
(Excluding Taxes Payable)		

# Changes to Your Insurance Program

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

Please be advised of the following changes to your insurance program that now apply:

## Property Policy

Amended deductible from \$5,000 to \$15,000 as per minimum Deductible Guidelines.

Amended the following equipment:

- 2004 Daewoo Solar 140LC-v Excavator - ACV
- 2007 John Deere 544 JZ-Bar Loader - ACV
- 2005 John Deere LT Crawler Dozer - ACV
- 2017 John Deere 672G Motor Grader - RC
- Case 580SN WT T4 Loader - RC
- John Deere Tractor
- 2004 Case International DX33 Tractor - ACV
- 2007 Kubota F2880E Tractor - ACV

## Building Values Increased

- Building values have been increased in order to reflect inflationary trends.

## Building Bylaws and Newly Acquired Property Update

- Please be advised, we will no longer be showing “Included” for these coverages. A specific limit will now be shown.
- Newly Acquired Property will no longer be included in the Total Insured Value.

## Margin Clause and Coinsurance Percentage

Please note, a Margin Clause & Co-Insurance Blanket Limit applies at renewal if completed Statement of Values is not received prior to binding. Co-Insurance would apply.

## Equipment Breakdown

- Amended Deductible from \$5,000 to \$15,000 as per minimum Deductible Guidelines.
- Your **Equipment Breakdown Advantage Policy** is now provided by Intact Insurance Company as the Insurer. For additional information please refer to the document within this report entitled: Notice to Insureds Changes to your Equipment Breakdown Advantage Policy.

## NOTICE TO THE INSURED CHANGES TO YOUR EQUIPMENT BREAKDOWN ADVANTAGE POLICY

Your **Equipment Breakdown Advantage Policy** is now provided by Intact Insurance Company as the Insurer. The new policy aims to offer broad coverage for damage to electronic equipment, mechanical equipment, and production machinery. Due to changes in carriers, the structure of the wording, definitions, limitations and exclusions are different however we have endeavoured to make the change seamless and are providing a comparable product.

**The information contained in this document provides general information only, for complete information refer to your Declarations, Summary of Coverages and all wordings forming part of your policy.**

We strongly encourage you to review your policy with your broker.

**COVERAGE ADDITIONS AND ENHANCEMENTS** include:

- **Broad Buried Cable/Piping Coverage** - Is now covered through a return of coverage when such piping is in a **conduit** beneath the surface of the ground;
- **Errors or Omissions** - In the event of any unintentional error or omission in the statements of values that you file with us or in the description of the insured property, we shall indemnify you subject to a maximum recovery of **\$500,000** in respect of any one breakdown;
- **Loss of Data** – If data is lost or damaged, we will pay, up to the amount of **\$100,000** in respect of any one breakdown;
- **Service Interruption** – Coverage will apply if there is a breakdown of equipment not owned or operated which is situated on or within a **2500** metre radius of the premises which is increased from the previous 1000 metres;
- **Brands & Labels Limit Increase** – We shall indemnify you, subject to a maximum of **\$250,000** in respect to any one breakdown;
- **Selling Price** - Coverage for your finished manufactured products or your merchandise is Included where previously no coverage was available charges to which these manufactured products or merchandise would have been subject had no loss occurred;
- **Off-Premises Portable Objects Limit Increase** - We will pay, up to a maximum of **\$25,000** in respect of any one breakdown;
- **Public Relations** - We will pay, up to an amount of **\$10,000** in respect of any one breakdown;
- **Environmental “GREEN” Improvements** - If the equipment requires replacement due to a breakdown, we will pay you additional costs to replace your equipment with one that is better for the environment, and more efficient than the equipment being replaced. We will not pay more than **125% to a maximum amount of \$250,000** in respect of any one breakdown of what the cost would have been to replace with like kind, capacity, size, quality and function.

**COVERAGE REDUCTION** includes:

- **New Acquisitions** – This Extension of Coverage under your new Policy now extends for a period of **180 days only** (or to the date such location is added to your Policy by endorsement, or until the expiry date of your Policy, whichever occurs first). While there is a reduction in the time period, your new Policy provides up to the policy limit for **both Business Interruption and Property Damage**.
- **Data Compromise and Identity Recovery Coverage** are no longer coverages offered under the Equipment Breakdown policy offering.

### ADDITIONAL QUESTIONS

We truly believe that you will appreciate the greater flexibility and solid protection your new **Equipment Breakdown Advantage** Form provides. The above is only an overview of the changes, please read your new policy wording carefully and keep it in a safe place, along with this notice and your insurance contract.

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker – your best source for information and advice.

# Program Options

Intact Public Entities offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

## Crime Coverage – Other Optional Coverages

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

## Crime Coverage – Fraudulently Induced Transfer Coverage

- Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

## Property Coverage – Income Replacement

- Income can change from year to year so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

## Property Coverage – Earthquake and Flood

- Earthquake and Flood coverage can be added to buildings and other property.
- A quote is available upon request.

## Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.





## Description of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.



# Municipal Liability Coverage Highlights

## Overview

We are specialists at insuring Municipal & Public Administrations. Our liability wording has been specially designed to meet the unique needs of these types of risks.

## Coverage

- Limits up to \$50,000,000 Available.
- Occurrence coverage with No General Aggregate.
- Territory – World-wide for all coverage.
- Products and Completed Operations – liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage - broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the insurer or not.
- Products Liability - legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability - full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

## Common Endorsements

In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

## Coverage is Provided for Unique Exposures

- Products and Completed Operations Aggregate Limit may come into play for exposures such as road maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.

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# Municipal & Public Administration Errors and Omissions Liability Coverage Highlights

## Municipal & Public Administration Errors and Omissions Insurance

Municipal & Public Administration Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. Errors and Omissions focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

### Features

<b>Limits</b>	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
<b>Defence Costs</b>	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
<b>No Annual Aggregate</b>	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
<b>Claims Made Policy</b>	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
<b>Claims Definition</b>	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Definition</b>	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

### Coverage Is Provided For Unique Exposures

<b>Insurance</b>	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
<b>Benefit Plans</b>	Errors or Omissions in administering Employee Benefit Plans are covered.
<b>Misrepresentations</b>	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements
<b>Other Specialists and Services</b>	Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing or regulating by-laws. Officials and employees acting in good faith are often times the subject of lawsuits.

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# Non-Owned Automobile Coverage Highlights

## Overview

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Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

## Features

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### SEF No. 96 Contractual Liability:

- When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

### SEF No. 99 Long Term Lease Exclusion:

- When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

### Territory:

- The Non-Owned Automobile policy provides coverage while in Canada and United States.

### Termination Clause:

- The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

### SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

- We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

## Additional Information

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Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

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# Environmental Coverage Highlights

## Overview

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Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third party damage whether pollutants are released on land, into the atmosphere or in the water.

## Features

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### Defence Costs

- Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

### Storage Tanks

- Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

### Territory

- Worldwide territory.

### Limits of Insurance

- Both a 'per incident' and an 'aggregate' limit is applicable.

## Additional Information

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Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

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# Crime Coverage Highlights

## Overview

Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

### Optional Crime Coverage Includes:

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). *Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.*

For more information on our Optional Coverage refer to our **Crime Coverage Options Highlight Sheet**.

## Features of Our Standard Crime Coverage

Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

### Employee Dishonesty – Form A Commercial Blanket Bond

- This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

### Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

- Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

### Money Orders and Counterfeit Paper Currency

#### Covers Loss

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

### Forgery and Alteration

- Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

### Audit Expense

- Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

### Computer and Transfer Fraud (Including Voice Computer Toll Fraud)

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry or change. The entry or change must be within a computer system that the Insured owns (and on their premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

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# Board Members' (Including Councillors') Accidental Death and Dismemberment Coverage Highlights

<b>D&amp;D and Paralysis Limits</b>	<b>Option 1</b>	<b>Option 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

<b>Weekly Indemnity</b>	<b>Option 1</b>	<b>Option 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

## Accident Reimbursement - \$15,000

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropodist	Splints <sup>†</sup>
Osteopath	Trusses <sup>†</sup>
Physiotherapist	Braces (excludes dental braces) <sup>†</sup>
Psychologist	Casts <sup>†</sup>
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room <sup>‡</sup>

<sup>†</sup>Maximum \$1,000 per accident. <sup>‡</sup>If prescribed by physician

## Dental Expenses

Dental Expenses	\$5,000
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## Occupational Retraining – Rehabilitation

Retraining – Rehabilitation for the Named Insured	\$15,000
Spousal Occupational Training	\$15,000

## Repatriation

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

## Transportation/Accommodation (When Treatment Is Over 100km From Residence)

Transportation costs for the Insured when treatment is over 100km from home.	\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.	\$15,000

## Home Alternation and Vehicle Modification

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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## Seatbelt Dividend

10% of Principal Sum	\$25,000
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## Funeral Expense

Benefit for loss of life	\$10,000
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## Identification Benefit

Benefit for loss of life	\$5,000
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## Eyeglasses, Contact Lenses and Hearing Aids

When Insured requires these items due to an accident.	\$3,000
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## Convalescence Benefit – Per Day

Insured Coverage	\$100
One Family Member Coverage	\$50

## Workplace Modification Benefits

Specialized equipment for the workplace.	\$5,000
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## Elective Benefits

### Complete Fractures

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	<b>Dislocation</b>	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		

## Aggregate Limit

Aggregate Limit only applicable when 2 or more board members are injured in same accident.	\$ 2,500,000
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## Coverage Extensions

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

## Additional Information

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.

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# Volunteers' Accidental Death and Dismemberment Coverage Highlights

## AD&D and Paralysis Limits

Accidental Death or Dismemberment	\$50,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000

## Weekly Indemnity

Total Loss of Time	\$500
Partial Loss of Time	\$250

† Volunteer must be gainfully employed immediately prior to an accident for weekly indemnity benefits

## Accident Reimbursement - \$15,000

Chiropractor	Crutches†
Podiatrist/Chiropodist	Splints†
Osteopath	Trusses†
Physiotherapist	Braces (excludes dental braces) †
Psychologist	Casts†
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant‡	Rental of Wheelchair
Transportation to nearest hospital†	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies‡	Blood or Blood Plasma‡
Services of Physician or Surgeon outside of the	Semi Private or Private hospital room‡

†Maximum \$1,000 per accident. ‡If prescribed by physician.

## Dental Expenses

Dental Expenses	\$5,000
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## Occupational Retraining – Rehabilitation

Retraining – Rehabilitation for the Volunteer	\$15,000
Spousal Occupational Training	\$15,000

## Repatriation

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit per year- maximum 4 years)	\$10,000

## Transportation/Accommodation (When Treatment Is Over 100km From Residence.)

Insured Coverage	\$1,500
Family Member	\$15,000

## Home Alteration and Vehicle Modification

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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### Seatbelt Dividend

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10% of Principal Sum when proof of wearing a seatbelt.	\$5,000
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### Funeral Expense

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Benefit for loss of life.	\$10,000
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### Identification Benefit

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Transportation and accommodation costs for family member to identify Insured's remains.	\$5,000
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### Eyeglass, Contact Lenses and Hearing Aids

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When Insured requires these items due to an accident.	\$3,000
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### Convalescence Benefit – Per Day

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Confined to hospital.	\$100
Outpatient.	\$ 50

### Workplace Modification Benefits

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Specialized equipment for the workplace.	\$5,000
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### Aggregate Limit

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Aggregate Limit only applicable when 2 or more volunteers are injured in same accident.	\$ 1,000,000
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### Additional Information

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- Loss of life payments up to 365 days from date of Accident Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
  - Coverage is applicable to Insured 80 years of age or under.
  - Coverage is afforded to the Volunteer only when they are 'On Duty'.

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# Conflict of Interest Coverage Highlights

## Overview

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Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

## Features

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Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only – No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

## Coverage Description

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Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

## Additional Information

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Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

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# Legal Expense Coverage Highlights

## Coverage Features

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We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

## Broad Core Coverage

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The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

## Optional Coverage

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In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

## Limits and Deductibles

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- Coverage is subject to an Occurrence and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

## Exclusions

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- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.  
\* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

## Telephone Legal Advice and Specialized Legal Representation

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- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

## Client Material and Wallet Card

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- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

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# Property Coverage Highlights

## Overview

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Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The Intact Public Entities property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Municipal & Public Administration Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

## Features and Benefits

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Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with Intact Public Entities)
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement regardless of age. This can be amended to an Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment)
- Flood and Earthquake coverage are available

## Supplemental Coverage Under the Base Property Wording

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The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- Building Bylaws
- Building Damage by Theft
- Debris Removal Expense
- Electronic Computer Systems
- Expediting Expense
- Fire or Police Department Service Charges
- First Party Pollution Clean-Up Coverage
- Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss)
- Furs, Jewellery and Ceremonial Regalia
- Inflation Adjustment
- Live Animals, Birds or Fish
- Newly Acquired Property
- Professional Fees
- Property at Unnamed Locations
- Property Temporarily Removed including while on Exhibition and during Transit
- Recharge of Fire Protective Equipment
- Sewer Back Up and Overflow

**Note:** The Supplemental Coverage does not increase your Total Sum Insured in most cases.

## Municipal & Public Administration Extensions of Coverage Endorsement

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Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – *Named Perils Coverage applies.*
- Building(s) in the Course of Construction Reporting Extension
- By Laws – Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses
- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties – *Named Perils Coverage applies on an Actual Cash Value basis.*
- Valuable Papers

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# Equipment Breakdown Advantage Highlights

## Overview

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Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover.

Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment. Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

## Features

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Coverage is extended to pay for:

**Property Damage:** The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

**Business Income:** The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

**Extra Expense:** Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations.

**Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

**Service Interruption:** Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 2500 metres of the location.

**Data Restoration:** The restoration of data that is lost or damaged due to a covered loss.

**By laws:** The additional costs to comply with building laws or codes.

**Other Coverage:** Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations or Civil Authority

## Coverage Automatically Includes:

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**Microelectronics Coverage:** Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

**Service Interruption:** Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

**Off Premises Objects:** Extends coverage to transportable equipment anywhere in North America.

**Brands and Labels:** Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

**Equipment Upgrade:** Pays for any increase in the replacement of new equipment that is capable of performing the same functions that may include technological improvements, 25% max of \$250,000.

**Selling Price:** Pays for regular cash selling price at the time of loss of such manufactured products or merchandise at the location

## Other Benefits

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**Public Relations Coverage:** (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

**Contingent Business Interruption:** (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

## Additional Information

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Intact automatically provide inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.

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# Owned Automobile Coverage Highlights

## Overview

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We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

## Features

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### Third-Party Liability Coverage:

- Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own and/or leased vehicles.

### Standard Statutory Accident Benefits Coverage:

- We automatically provide standard benefits if you are injured in an automobile accident, regardless of who caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

### Optional Statutory Accident Benefits Coverage - Available upon request

- Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

### Direct Compensation Property Damage:

- Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that another person was at fault for the accident as per statute.

### Physical Damage Coverage:

- Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value. Refer to Automobile Replacement Cost Coverage Change Highlights page for details on Replacement Cost Coverage.

## Additional Information

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### Blanket Fleet Endorsement:

- Coverage may be provided on a blanket basis under the 21B – Blanket Fleet Endorsement. When this endorsement is attached to the policy, premium adjustment is done on renewal. Adjustment is made on a 50/50 or pro rata basis as specified in the endorsement. Mid-term endorsements are not processed on policies with this blanket cover.

### Single Loss:

- If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.



# Commercial Follow Form Excess Liability Coverage Highlights

## Overview

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Excess liability coverage provides an additional limit of insurance coverage over and above the limits of insurance afforded under the applicable underlying insurance. An excess policy offers you additional insurance protection over and above the limits of your underlying policy. Example if your underlying policy has an occurrence limit, an excess policy can provide additional protection in event of a catastrophic loss. It can provide added protection if an aggregate limit on an underlying policy has been exhausted.

The follow form excess policy typically “follows” the insuring agreements, exclusions, and conditions of the underlying policy. This means that we not only provide additional limits of liability over the primary liability policy, but such coverage matches the underlying policy (except in instances where an endorsement has been attached amending coverage).

We offer a layered structure when writing excess coverage. We provide **primary** insurance policies to a maximum limit of \$15,000,000 on the casualty policies (Liability, E&O, Miscellaneous Professional Including Bodily Injury or Claims Made Malpractice coverage (depending on your policy), Non Owned Automobile and Owned Automobile including garage coverage).

We have the ability to provide excess coverage over all classes of business where the primary policy is written by Intact Public Entities. We also have the capacity to provide you with exceptionally high excess limits to meet your needs.

## Coverage Specifics

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- Coverage will attach in the event of exhaustion of underlying insurance (unless specifically shown in your policy documents).
- This coverage is subject to the same terms, definitions, conditions, exclusions and limitations of the applicable underlying insurance (except as otherwise stated in your policy). This feature provides the flexibility to provide excess limits over a number of different types of policies.
- Our Declaration Pages/Schedules of Coverage clearly identify underlying coverages that the excess coverage is written over.
- Underlying insurance is required to be maintained in full force and effect for excess coverage to apply.
- Prior and Pending Litigation is expressly excluded from coverage.
- Incident is a defined term and means an occurrence, accident, offence, act, or other event, to which the underlying insurance applies.
- S.P.F. 7, Standard Excess Automobile policy or the applicable form applies for any automobile coverage
- Where an aggregate limit is stated in the Declarations pages, it will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months.
- Coverage can be tailored to your individual circumstances by way of endorsements

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# Facility User Solution Coverage Highlights

## Overview

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The **Intact Public Entities User Solution** provides you (the facility owner) with the knowledge that the person(s) renting or leasing your facilities have insurance for events they are hosting.

You also have peace of mind knowing they have added you (the facility owner) as an 'additional insured' to that insurance. As an 'additional insured' your interests are covered when a claim occurs as a result of negligence by someone renting or leasing the facilities.

With the **Intact Public Entities Facility User Solution** we automatically cover a variety of 'Sporting' and 'Non-Sporting Events.'

## Features

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We provide coverage on one master policy with:

- The option of insuring all of your rented or leased facilities or only selected facilities.
- The option of \$2,000,000 or \$5,000,000 liability limits for all users.
- Coverage under a commercial general liability form with extensions for Tenants Legal Liability, Medical Expenses and Non Owned Automobile Coverage.
- Coverage is written on a Reporting Basis – with a deposit premium at inception and premium being adjusted annually.

## Activities or Events Insured

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Approved Activities include the following Non-Sporting and Sporting Events:

### **Non Sporting Events**

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, showers, graduations etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

### **Sporting Events**

Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis, ball/roller/floor hockey, baseball, basketball, broomball, cheer leading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball and yoga.

### **Excluded Activities**

Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports, cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football or wrestling.

While we do provide coverage under the program for sporting activities, we do not provide coverage for Organized Sports Teams/Leagues.

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## Program Options Highlights of Coverage

Intact Public Entities offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow providing a summary of coverage. Highlight pages may include description of optional coverages.

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# Crime Coverage Options

## **Extortion Coverage (Threats to Persons and Threats to Property)**

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Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

### **Threats to Person:**

- Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

### **Threats to Property:**

- Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

## **Pension or Employee Benefit Plan Coverage**

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Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

## **Residential Trust Fund Coverage (for Select Classes of Business Only)**

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- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

## **Credit Card Coverage**

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Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

## **Client Coverage (Third Party Bond)**

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Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

## **Fraudulently Induced Transfer Coverage**

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Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

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# Fraudulently Induced Transfer Endorsement Coverage Highlights (Social Engineering)

## Overview

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Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

## Fraudulently Induced Transfer Losses, Cyber Losses and Current Crime Policies

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Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

## Fraudulently Induced Transfer Endorsement Features

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- Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

## Limits and Deductible

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The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 - \$100,000.

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# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's (Unmanned Aerial Vehicles). Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover Remotely Piloted Aircraft Systems (RPAS) or UAV's. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## Property Coverage

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- Property: (Optional Coverage).
- All Risk Coverage for the Remotely Piloted Aircraft Systems (RPAS) including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc.).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless Remotely Piloted Aircraft Systems - RPAS (UAV) remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- Remotely Piloted Aircraft Systems - RPAS (UAV's) must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the Remotely Piloted Aircraft Systems -RPAS (UAV) or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the Remotely Piloted Aircraft Systems - RPAS (UAV) or the equipment.

## Liability Coverage

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- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to Remotely Piloted Aircraft Systems (RPAS).
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## Important Information

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While our endorsements are primarily designed to offer coverage for Remotely Piloted Aircraft Systems - RPAS (UAV's) 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.

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# EXHIBIT “A”

Estimate of Values

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**The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities Inc. and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities Inc., significant interference with its competitive position and/or cause it undue loss. TM & © 2023 Intact Public Entities Inc. and/or its affiliates. All Rights Reserved.**

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# 2025 Municipal Insurance Program

## CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

Renewal Report for the Policy Term January 1, 2025 to January 1, 2026

Submitted by: Intact Public Entities Inc.  
Address: 278 Pinebush Rd., Suite 200  
Cambridge, ON N1T 1Z6

Prepared by:  
Aran Myers  
Regional Manager

phone: 1-800-265-4000  
email: [connectwithus@intactpublicentities.ca](mailto:connectwithus@intactpublicentities.ca)

Ref 21770/mm 26 November 2024



## How to Report a Claim

### Steps you need to take to report a claim:

1. During business hours please **call your broker** (if applicable) or **IPE** at 1-800-265-4000 or email at [mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca).
2. For **legal expense claims** please call **ARAG** at 1-855-953-1434.
3. For **automobile claims** please call IPE at 1-800-265-4000 or email at [mail.claims@intactpublicentities.ca](mailto:mail.claims@intactpublicentities.ca).
4. For **cyber incidents** please carefully review your cyber policy to identify the Subscribing Partner and their corresponding claims contact information.
5. **After hours**, please call 1-866-287-4971.

## Property Damage

Have you experienced property damage from a storm, flood, or fire? Have you found mould or asbestos? Call **On Side Restoration**, the IPE preferred vendor for your property restoration needs.

**ON SIDE**  
RESTORATION.

in  
partnership  
with

**[intact]** public  
entities

FIRE | WATER | STORM | MOULD | ASBESTOS

On Side Restoration is Canada's leading property restoration firm with 45+ branches, from Victoria, BC to St. John's Newfoundland and Labrador. For over 45 years, On Side has been restoring damaged homes and businesses 24-hours a day, 365 days a year.

CALL US DAY OR NIGHT

1-888-663-6604 | [contactus@onside.ca](mailto:contactus@onside.ca) | [www.onside.ca](http://www.onside.ca)



## Update Your Records

### Paying Your IPE Insurance Policy

1. If paying electronically, update your payables system if necessary to reflect **IPE as a payee**. Information on adding IPE as a payee can be found with your monthly statement.
2. **Look for IPE**, not Intact Insurance in your payables system – we are separate companies.
3. IPE is a subsidiary of Intact Financial Corporation. Please continue to **submit payment to us** without amalgamating any payments to Intact Insurance.
4. **We have our own payment terms and methods** that may be different than Intact Insurance. We cannot transfer payments between companies if misapplied. Amalgamating payments may result in the accrual of late fees on your account.
5. **Please see your policy for IPE's banking information.**
6. For all **finance inquiries** please email [finance@intactpublicentities.ca](mailto:finance@intactpublicentities.ca).

# About IPE

IPE is a Canadian leader in providing specialized insurance programs, including risk management and claims services to municipal, public administration and community-based organizations across Canada. Proven industry knowledge, gained through over nine decades of partnering with insurance companies and independent brokers, gives IPE the ability to effectively manage the necessary risk, advisory and claims services for both standard and complex issues. IPE is a wholly-owned subsidiary of Intact Financial Corporation with its head office located in Cambridge, Ontario. For additional information about IPE visit [www.intactpublicentities.ca](http://www.intactpublicentities.ca).

IPE is a Managing General Agent (MGA) with the authority to write and service business on behalf of strategic partners who share our commitment and dedication to protecting specialized organizations. Because our partners are long-term participants on our program, they understand the nature of fluctuating market conditions and complex claims and are prepared to stay the course.

IPE is a licence-holder through the Registered Insurance Brokers of Ontario (RIBO) and in multiple jurisdictions across Canada, and as such we are required to disclose our professional duties and obligations to you as a current or potential client. Learn about our principles of conduct, how we are compensated by the insurers we represent, and see our privacy policy by reviewing the following:

[Code of Consumer Rights and Responsibilities](#)

[CISRO Code of Conduct for Insurance Intermediaries and Fact Sheet – About Your Registered Insurance Broker](#)

[Broker Compensation Disclosure](#)

[Our Privacy Promise](#)

## Canadian Owned Company With 90+ Years of Continuous Operation

### Market Leader

#### Municipal, Public Administration & Community Services

Municipal market share leader in Ontario with strong representation of municipal, public administration and community-based organizations across Canada.

### Innovative

#### New Products & Services

Cyber Risk Insurance  
Fraudulently Induced Transfer  
Road Reviews  
Fleet Management

### In-House

#### Claims & Risk Management

In-house claims management = faster turn around, single point of contact, specialized expertise in the municipal claims environment.



**Municipal Market Share Leader in Ontario**



**First Municipal Client  
The Village of Ayr, Ontario**

## The Advantage of a Managing General Agent

The MGA model is different than a traditional broker/insurer arrangement in that an MGA provides specialized expertise in a specific, niche area of business. As an MGA we also offer clients additional and helpful services in the area of risk management, claims and underwriting. And unlike the reciprocal model, a policy issued by an MGA is a full risk transfer vehicle not subject to retroactive assessments but rather a fixed term and premium.

We invite you to work with a partner who is focused on providing a complete insurance program specific to your organization that includes complimentary value added services that help drive down the cost of claims and innovative first to market products and enhancements. You will receive personalized service and expertise from a full-service, local and in-house team of risk management, claims, marketing and underwriting professionals.

As a trusted business partner, we believe in participating in and advocating for the causes that affect our clients. For this reason, we affiliate with and support key provincial and national associations. In order for IPE to be effective in serving you, we, as an MGA, believe in fully understanding your needs, concerns and direction. Our support is delivered through thought leadership, financial resources, advocacy, services, education and more.

## Risk Management Services

We are the leader in specialized risk management and place emphasis on helping your organization develop a solid plan to minimize exposure before potential incidents occur. Risk management is built into our offerings for all clients, fully integrated into every insurance program. Our risk management team is comprised of analysts, inspectors and engineers who use their expertise to help mitigate risk. We do everything we can to minimize your exposure before potential incidents occur. This includes providing education, road reviews, fleet reviews, contract analysis and property inspections.

## Claims Management Services

Our in-house team of experts has the depth of knowledge, experience and commitment to manage the complicated details of claims that your organization may experience. You deal with the public often in sensitive instances where serious accusations can be made. Your claims are often long-tail in nature and can take years to settle. Some claims aren't filed until years after the occurrence or accident. You want a team of professionals on your side that will vigorously defend your reputation. We understand your risks and your exposures and have maintained a long-term commitment to understanding the complex issues your organization may face so that we can better service your unique claims requirements.



\*Please note that the information contained in this document is proprietary and confidential and is to be used for the sole purpose of determining the successful proponent. Permission must be obtained from Intact Public Entities prior to the release of any information contained herein for any other purpose than evaluating this submission.

# Best in Class Value Added Services

Intact Public Entities offers more than just an insurance policy. As a leading MGA specializing in public entities, we provide Canadian municipalities with a complete insurance program. What's the difference? A vested interest in helping you reduce your total cost of risk while providing you with complimentary best in class value-added services that help improve your overall performance.

## Advocacy & Municipal Association Support

Intact Public Entities employees are continually recruited to serve on legislative committees and are aware of changes that will be introduced. We can move quickly to help you begin to modify your policies and procedures to maintain regulatory compliance.

Intact Public Entities advocates and supports your public entities across the country.



## Risk Management

### Asset Valuation and Risk Inspections

Inspections provide you with calculated reconstruction costs for insurance purposes and ensure insurance to value. Inspections also analyze potential areas of harm and provide risk recommendations to reduce the frequency and severity of incidents.

### Roads & Sidewalks

#### Road Risk Assessment

Non-repair of road liability claims are costly to defend, result in high court awards and greatly impact a municipality's cost of risk. To help municipalities minimize exposure to non-repair of road claims, road assessments can be employed to review documentation, compliance with the Ontario Traffic Manual, adequacy of policies and procedures and select road segments.

#### Sidewalk Services

Our sidewalk consulting services can help to reduce the frequency of falls on your sidewalks.

#### Driver Trainer

Fleets and individual drivers can receive comprehensive driver training through the use of seminars, tools and guidelines that assist with everything from pre-employment checklists and driver management policies to defensive and cooperative driving education.

#### Fleet Management Evaluation

Have your municipality's fleet risk management practices evaluated. Topics for review include: management structure with the fleet, areas of operation/travel, driver training/hiring practices and loss control management.

#### MMS Compliance

Our Minimum Maintenance Standards (MMS) compliance analysis focuses on reviewing your policies/procedures/ documentation and comparing these to the required standards set under the MMS as well as the best practices developed by the Ontario Good Roads Association

## **Municipal Education**

### **Education & Seminars**

Over 10,000 municipal employees from almost every department have received training from Intact Public Entities over the past few years. Training can be provided through customized sessions on the topics of your choosing or be tied to a policy/procedure review or claims review. We can also provide training through a webinar format and record these webinars so your managers can use them at any time to train new staff or as a refresher for existing staff. We have also partnered with Ontario Good Roads Association and the Association of Ontario Road Supervisors to provide technical training on several books of the Ontario Traffic Manual. Every year we offer Regional Training Sessions to larger audiences on topics such as Building Inspection Losses, Fleet Safety, Trails and Cycling on Municipal Roads. We are always interested in hearing from you as to the type of training your municipality requires.

### **Institute of Municipal Risk Management**

Register for courses specific to your role as a Councillor or municipal employee. The Institute is a collaborative initiative with the Association of Ontario Municipalities and features a variety of courses. Content rich material will help participants identify existing and emerging risks; become familiar with laws, statutes and legislation; and understand the importance of risk management protocols relating to a variety of municipal areas such as roads, sidewalks and claims management. Visit [municipaleducation.ca](http://municipaleducation.ca) for more information or to register.

## **Reviews & Analysis**

### **Contract Reviews**

This complimentary service is among our most popular because a third-party contract review can make a substantial difference. You'll receive valuable feedback and insight from a Paralegal on the suitability and effectiveness of liability provisions and insurance clauses in contracts and agreements.

### **Policy and Procedural Reviews**

Includes an audit of systems and processes to reduce potential losses within your organization. Reviews focus on identifying gaps or inconsistencies between written policies and procedures, operational procedures and current legislation. The review also includes a claims analysis to identify trends, patterns and adherence or its lack of to the written operational policies and procedures.

### **Online Resource Library - Risk Management Centre of Excellence**

You'll receive access to hundreds of relevant and helpful resources and templates designed to provide you with the tools needed to manage municipal risk.

# Claims Services

## Claims Management Best Practices Framework

Manage claims under your deductible with greater efficiency using our tested claims analytics and measures that are guaranteed to have a positive effect on cost savings. Couple this with strong claims and risk management and your organization will be better prepared to help mitigate and manage future incidents.

## In-House Claims Management Services

Your claims will be handled better. We have in-house claims authority – others may not. Why does this matter? You'll experience faster turnaround, one point of contact, reduced frustration, better claims resolution and improved expense management.

## Claims History Analysis

Identify the cause of claims and focus on trends and patterns to help eliminate risk sources so as to better identify risk trends and address them with mitigation techniques.

## Guidewire ClaimCenter® Claims Management

View the status of claims in addition to data mining capabilities for risk management purposes so as to better identify risk trends and address them with mitigation techniques.

## Claims Education

Customized municipal seminars on claims related topics delivered to solve specific risk issues.

## Expertise

Canadian municipal claims experience and expertise is important. Our understanding of the complex municipal landscape allows us to better service your unique claims requirements.

# Your Insurance Coverage

## Important Information

### General Information

The premium quoted is based on information provided at the date of this Report (the date is noted on the first page of this report/quotation). Additional changes to information are subject to satisfactory underwriting information and express approval by Intact Public Entities Inc. Changes in information and coverage may also result in premium changes.

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings.

### Wildfire and Flood Exposures

Due to the high risk of wildfires and active floods, Intact Public Entities Inc. is taking a very conservative approach to such exposures/natural disasters. We are currently reviewing all risks to determine if any part of a risk is within 50km of an active wildfire or 15km of an active flood event.

### Quoting and Binding Coverage Restrictions

The quote provided is only valid for 60 days. Should you require an extension beyond the 60 days from the date of this report, you must contact an underwriter at Intact Public Entities Inc. for written confirmation that the quotation is still valid.

Coverage quoted cannot be bound unless expressly agreed to in writing by an underwriter at Intact Public Entities. Intact Public Entities Inc. reserves the right to decline to bind coverage.

Your marketing representative can assist in co-ordinating your correspondence with the correct underwriter for the account should you wish a quotation extension or are requesting coverage be bound.



## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Casualty

Coverage Description	(\$) *Deductibles	(\$) Limit of Insurance
General Liability (Occurrence Form) <i>Broad Definition of Insured</i>	15,000	15,000,000 Per Occurrence No Aggregate
Voluntary Medical Payments		50,000 Per Person 50,000 Per Accident
Voluntary Property Damage		50,000 Per Occurrence 50,000 Annual Aggregate
Voluntary Compensation - Employees		50,000 Each Person 250,000 Annual Aggregate
Voluntary Compensation – Volunteers		50,000 Each Person 250,000 Annual Aggregate
Sewer Backup	15,000 Per Claimant	Included
Wrongful Dismissal (Legal Expense – Claims Made)	5,000	250,000 Per Claim 250,000 Aggregate
Forest Fire Expense		1,000,000 1,000,000 Aggregate
Abuse Liability – Claims Made Form	15,000	2,000,000 Per Claim 2,000,000 Aggregate
Abuse Liability Retroactive date: (dd/mm/yyyy)		
Errors & Omissions Liability (Claims Made Form)	5,000	15,000,000 Per Claim No Aggregate
Non-Owned Automobile Liability		15,000,000
Legal Liability for Damage to Hired Automobiles	500	250,000
Environmental Liability (Claims Made Form)	5,000	2,000,000 Per Claim 4,000,000 Aggregate

\*Your deductible may be a Deductible and Reimbursement Clause (including expenses) refer to Policy Wordings

### Follow Form – Excess Liability Coverage Description

### (\$) Limit of Insurance

<b>Excess Limit</b>	10,000,000
<b>Underlying Policy</b>	<b>(\$) Underlying Limit</b>
General Liability	15,000,000
Abuse Exclusion Applies	
Errors & Omissions Liability	15,000,000
Non-Owned Automobile	15,000,000
Owned Automobile	15,000,000

**Total Limit of Liability (\$) 25,000,000**



## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Crime

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Employee Dishonesty – Form A (Commercial Blanket Bond)			1,000,000	
Loss Inside the Premises (Broad Form Money & Securities)			300,000	
Loss Outside the Premises (Broad Form Money & Securities)			300,000	
Audit Expense			200,000	
Money Orders and Counterfeit Paper Currency			200,000	
Forgery or Alteration (Depositors Forgery)			1,000,000	
Computer and Transfer Fraud (Including Voice Computer Toll Fraud)			200,000	

### Accident

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Board Members: Persons Insured Mayor, Deputy Mayor and Three (3) Councillors				
Board Members Accidental Death & Dismemberment			250,000	
Paralysis			500,000	
Weekly Income – Total Disability			500	
Weekly Income – Partial Disability			300	
Accidental Death of a Spouse while Travelling on Business			Included	
Volunteers Accidental Death & Dismemberment			50,000	
Paralysis			100,000	
Weekly Income – Total Disability			500	
Weekly Income – Partial Disability			250	

### Conflict of Interest

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Legal Fees Expenses			100,000 Per Claim No Aggregate	

### Legal Expense (Claims Made)

Coverage Description	(\$)	Deductibles	(\$)	Limit of Insurance
Legal Defence Cost			100,000 500,000 Aggregate	

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Property

**Coverage is on an All Risk Basis unless otherwise specified. Basis of Settlement is Replacement Cost unless otherwise specified. The Deductible is on a Per Occurrence Basis.**

Coverage for Property insured on a blanket basis:

- A co-insurance clause of 90% for property insured on a replacement cost basis will apply; and
- A co-insurance clause of 80% for property insured on an actual cash value basis.

Coverage for Property insured on a scheduled basis:

- A co-insurance clause of 90% for property insured on a replacement cost basis will apply; and
- A co-insurance clause of 80% for property insured on an actual cash value basis.

Coverage Description	(\$) Deductibles	Basis	(\$) Limit of Insurance
Property of Every Description - Blanket	15,000	RC	40,646,000
Scheduled Items	15,000		2,910,200
Coverage, Deductible and Basis of Settlement as per Schedule			
Excluded Item or Locations	Refer to Schedule		Refer to Schedule

### Property Supplemental Coverage

(Included in the Total Sum Insured unless otherwise specified in the wording)

Building By-laws	15,000		10,000,000
Building Damage by theft	15,000		Included
Debris Removal	15,000		Included
Electronic Computer Systems			
Electronic Computer Hardware and Media	15,000		Included
Electronic Computer Systems Breakdown			Not Insured
Electronic Computer Systems – Extra Expense			Not Insured
Extra Expense Period of Restoration	15,000		90 Days
Expediting Expense	15,000		Included
Fire or Police Department Service Charges	15,000		Included
First Party Pollution Clean-up	15,000		1,500,000
Fungi and Spores	15,000		10,000
Furs, Jewellery and Ceremonial Regalia			
Ceremonial Regalia	15,000		Included

Furs and Jewellery	15,000	25,000
Inflation Adjustment		Not Insured
Live Animals Birds or Fish	15,000	25,000
Newly Acquired Property	15,000	1,000,000
Professional Fees	15,000	Included
Property and Unnamed Locations	15,000	Included
Property Temporarily Removed Including while on Exhibition and during Transit	15,000	Included
Recharge of Fire Protection Equipment Expense	15,000	Included
Sewer Backup and Overflow	15,000	Included

### **Municipal & Public Administration Extension Endorsement**

(In Addition to the Total Sum Insured unless specifically scheduled in the wording)

Accounts Receivable	15,000	500,000
Bridges and Culverts	15,000	50,000
Buildings Owned due to Non Payment of Municipal Taxes	15,000	100,000
Buildings in the Course of Construction Reporting Extension By Laws – Governing Acts	15,000	1,000,000
Consequential Loss Caused by Interruption of Services		
On Premises	15,000	Included
Off Premises	15,000	1,000,000
Cost to Attract Volunteers Following a Loss	15,000	10,000
Docks, Wharves and Piers	15,000	100,000
Errors and Omissions	15,000	Included
Exterior Paved Surfaces	15,000	50,000
Extra Expense	15,000	500,000
Fine Arts		
At Insured's Own Premises	15,000	25,000
On Exhibition	15,000	100,000
Fundraising Expenses	15,000	10,000
Green Extension	15,000	50,000
Growing Plants		
Any One Item	15,000	1,000
Per Occurrence	15,000	100,000
Ingress and Egress	15,000	Included
Leasehold Interest	15,000	25,000
Master Key	15,000	25,000
Peak Season Increase	15,000	25,000
Personal Effects	15,000	25,000

Property of Others	15,000	25,000
Rewards: Arson, Burglary Robbery and Vandalism	15,000	25,000
Signs	15,000	Included
Vacant Property	15,000	1,000,000
Valuable Papers	15,000	500,000
<b>Business Interruption</b>		
Rent or Rental Value	15,000	500,000
<b>Additional Endorsements</b>		
Virus and Bacteria Exclusion	Not Applicable	Included

**(\$) Total Amount of Insurance                      46,226,200**

RC = Replacement Cost   ACV = Actual Cash Value   VAL = Valued

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Equipment Breakdown (Advantage/BM31)

Coverage Description	(\$) Deductibles / Waiting Period	(\$) Limit of Insurance
Direct Damage	15,000	50,000,000 Per Accident
Extra Expense		500,000
Consequential Damage	5,000	50,000
Expediting Expense		Included
Hazardous Substances		500,000
Ammonia Contamination		500,000
Water Damage		500,000
Professional Fees		500,000
Interruption by Civil Authority		30 days
Errors and Omissions		500,000
Loss of Data		100,000
Selling Price		Included
By-Law Cover		Included
Off Premises Mobile Object		25,000
Brands and Labels		250,000
Environmental "Green" Coverage		250,000
Service Interruption		Included Within 2500 metres
Contingent Business Interruption		25,000
Public Relations Coverage		10,000
Loss of Profits	24 Hours	90,000
Gross Rents	24 Hours	500,000

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Owned Automobile

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
<b>Liability</b>		
Bodily Injury		15,000,000
Property Damage		Included
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
<b>Direct Compensation – Property Damage</b>		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		
<b>Loss or Damage**</b>		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	5,000	Included
<b>Endorsements</b>		
Fire Department Vehicles		Included
Replacement Cost		Included
#5 - Permission to Rent or Lease Automobiles and Extending Coverage to Specified Lessee(s)		Included
#21B - Blanket Fleet Coverage		No Annual Adjustment

\* This policy contains a partial payment of loss clause.

A deductible applies for each claim except as stated in your policy.

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Automobile (Transit)

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
<b>Liability</b>		
Bodily Injury		2,000,000
Property Damage		
Accident Benefits		As stated in Section 4 of the Policy
Uninsured Automobile		As stated in Section 5 of the Policy
<b>Direct Compensation – Property Damage</b>		
*This policy contains a partial payment of recovery clause for property damage if a deductible is specified for direct compensation-property damage.		
<b>Loss or Damage**</b>		
Specified Perils (excluding Collision or Upset)		
Comprehensive (excluding Collision or Upset)		
Collision or Upset		
All Perils	10,000	Included
<b>Endorsements</b>		
Replacement Cost		Included
#6C - Public Passenger Vehicle		8,000,000

## Schedule of Coverage

(Coverage is provided for those item(s) indicated below)

### Facility User Solution

Coverage Description	(\$) Deductibles	(\$) Limit of Insurance
Commercial General Liability *an abuse exclusion is included within the wording	Nil	2,000,000
Medical Payments – Per Person	Nil	10,000
Non Owned Automobile	Nil	2,000,000

### Non-Accumulation of Limits Agreement is Applicable

#### Account Premium

<i>Prior Term</i>	<i>Total Annual Premium (Excluding Taxes Payable)</i>	\$ 406,993	<b>Total Annual Premium (Excluding Taxes Payable)</b>	<b>\$ 410,877</b>
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\*Please refer to the insurance contract for all limits, terms, conditions and exclusions that apply.

The premium Quoted is subject to a 15% minimum retained (unless otherwise stated).



# Cost Analysis

	Expiring Program Term	Renewal Program Term
	_____	_____
<b>Casualty</b>		
General Liability	\$ 226,188	\$ 233,985
Errors and Omissions Liability	8,031	8,272
Non-Owned Automobile Liability	216	216
Environmental Liability	3,357	3,494
Crime	836	836
Board Members Accident	335	335
Volunteers' Accident	541	541
Conflict of Interest	455	455
Legal Expense	2,124	2,124
Cyber	15,000	N/A
Facility User Solution	1,000	1,000
<b>Property</b>		
Property	96,409	106,311
Equipment Breakdown	3,272	3,436
<b>Automobile</b>		
Owned Automobile	40,134	40,534
Owned Automobile – Transit	4,922	5,040
<b>Excess</b>		
Follow Form	4,173	4,298
<b>Total Annual Premium</b>	<b>\$ 406,993</b>	<b>\$ 410,877</b>
(Excluding Taxes Payable)		

# Changes to Your Insurance Program

For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. Please be advised of the following changes to your insurance program that now apply:

## Community Safety and Policing Act, 2019 (CSPA)(Ontario) Changes

- In accordance with the Community Safety and Policing Act, 2019 (CSPA) the Named Insured has been amended; (Named of Board) has been deleted.
- The Elgin O.P.P. Detachment Board is excluded in its entirety.

## General Conditions, Statutory Conditions and/or Additional Conditions Changes

- We have added or amended the General Conditions, Statutory Conditions and/or Additional Conditions to your policy. The changes include the addition of a Trade and Economic Sanctions Clause and Choice of Law and Jurisdiction Clause. Please review the **Notice of Wording and Form Changes** at the end of this section for further information.
- The Property Conditions have also been amended and the new form **Property Conditions in Addition to Provincial Conditions** now applies. Please review the **Notice of Wording and Form Changes** at the end of this section for further information.

## Automobile Policy

- 21B 50/50 is being converted to 21B with No Annual Adjustment at renewal.

## Property Policy

### Building Values Increased

- Building values have been increased in order to reflect inflationary trends.

### Margin Clause and Coinsurance Percentage

Coverage for Property insured on a blanket basis:

- A co-insurance clause of 90% for property insured on a replacement cost basis will apply; and
- A co-insurance clause of 80% for property insured on an actual cash value basis.

Coverage for Property insured on a scheduled basis:

- A co-insurance clause of 90% for property insured on a replacement cost basis will apply; and
- A co-insurance clause of 80% for property insured on an actual cash value basis.

### Contractors Equipment (Owned or Leased)

- Currently we insure equipment (owned or leased) primarily on Replacement Cost regardless of age. The following changes will apply at renewal:
  - Blanket Replacement Cost will only be available on equipment 5-years or newer.
  - Contractors Equipment aged 6 to 15 years will be scheduled, and replacement cost will only be offered if Contractors Equipment reflects today's Market Prices.
  - Anything older than 15-years will be amended to Actual Cash Value.

## Form GNGX408 – Lloyd’s Additional Conditions

- As per regulations, this new form has been amended to include a Service of Suit clause outlining the process for bringing suit against Underwriters and contains updated Lloyd's contact information. In addition, minor updates to the wording have been made however intent remains the same. Please review your wordings for full details.

## NOTICE OF WORDINGS AND FORM CHANGES

### PLEASE READ YOUR POLICY CAREFULLY

Throughout this notice we mention both a Trade and Economic Sanctions Clause and a Choice of Law and Jurisdiction Clause.

*Trade and Economic Sanctions Clause* - The purpose of the Trade and Economic Sanctions clause is to prevent coverage under a policy which could expose an Insurer to a breach of economic trade or sanctions.

*Choice of Law and Jurisdiction Clause* - This has been added to the Statutory and Additional Conditions Forms which states that the policy is governed by the laws of Canada and any suit or action against the Insurer must be brought in competent jurisdiction in Canada.

These clauses have either been built into the GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland form, the GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon form or the base wording.

**If you have the coverages below on your policy, changes are as follows:**

#### **Liability, Errors and Omissions, Malpractice, Environmental**

We have added standard Statutory and Additional Conditions to your policy. With these changes, if there are conflicting conditions within the wording we have added a clause that states:

*It is agreed that if there is any conflict between these conditions and conditions or terms shown elsewhere in the policy, any conflict will be resolved in favour of the Named Insured. If there are parts of a condition that is found to be invalid or against statute, it will not be enforced but the remainder of the condition (that isn't in conflict with statute) will remain in effect.*

To accommodate the new General and Statutory Conditions, new cancellation clauses have been implemented. There is no change in intent to these cancellation clauses, they provide 15 days' notice of cancellation by the Insurer in the event of non-payment and the same number of days you previously had on your policy for cancellation due to any other reason by the Insurer. The Insured may cancel at any time.

#### **Conflict of Interest, Crime and Accident**

A Trade and Economic Sanctions Clause and Choice of Law and Jurisdiction Clause have been included in the base wording for Conflict of Interest and Crime. These clauses have been added to the Accident Statutory Conditions attaching to your policy.

#### **Excess Liability and Equipment Breakdown**

A Trade and Economic Sanctions Clause and a Choice of Law and Jurisdiction Clause have been added to the General Conditions and Statutory Conditions that form part of your policy.

#### **Property**

A separate notice has been attached to your property policy, explaining the wordings updated this term.

#### **Lloyds Additional Conditions Wording**

Wherever Lloyds is a subscriber on your policy, a Lloyds Additional Conditions wording is shown. The Sanctions clause previously shown in your wording has been removed and the Trade and Economic Sanctions Clause as shown above will now apply.

#### **ADDITIONAL QUESTIONS**

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker – your best source for information and advice.

**Intact Public Entities**  
278 Pinebush Road, Suite 200, Cambridge, Ontario, N1T 1Z6  
Toll free 1 800 265 4000 [intactpublicentities.ca](http://intactpublicentities.ca)

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## NOTICE OF WORDINGS AND FORM CHANGES

### PLEASE READ YOUR POLICY CAREFULLY

#### Property

We will be adding two (2) new wordings to your policy. These wordings are form(s):

- GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland form; and
- GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon form

These are prescribed and standardized conditions that the Provincial Insurance Acts require to be included in your policy, plus Additional Conditions applicable to property.

With these changes, we have updated form PWGX663 that was previously shown on your policy. This form is now entitled Property Conditions in Addition to Provincial Conditions. This form contains conditions that may not be included within the new wordings (GNGX3569 or GNGX3755).

The following conditions remain in the Property Conditions in Addition to Provincial Conditions (form PWGX663) wording this term.

- Liberalization clause
  - If regulation is revised by statute during the policy period, coverage will be automatically broadened accordingly.
- Mortgage Clause
  - This is an insurance provision that covers the mortgage lender when a loss occurs to mortgaged property.
- No Benefit to Bailee
  - Warranty that this insurance will not cover damage to your property when it's in the possession of a third party.
- Pair and Set
  - Provision stating that if there is loss or damage to one item that belongs to a pair or set, the policy only covers the one item of the pair or set, not both.
- Parts
  - If an item (when complete for use) consists of several parts, the Insurer is not liable for more than the insured value of the part lost or damaged, including the cost of installation.
- Permissions
  - This clause has several sections including, giving the insured permission to:
    - purchase other insurance concurrent with this insurance;
    - make additions, alterations or repairs;
    - keep materials and supplies on hand that are usual to the Insured's business; and
    - to preserve property (removed it from premises it's normally stored at) for 30 days (or until the end of the policy period, whichever is less) to prevent further loss or damage.
- Sprinkler Maintenance
  - The Named Insured has a duty to inform the Insurer of any interruption to (flaw or defect) in the sprinkler equipment of a location.

For a general list and description of clauses as shown under the:

- GNGX3569 General Conditions and Statutory Conditions of Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland; or
- GNGX3755 General Conditions and Statutory Conditions British Columbia, Alberta, Manitoba, Northwest Territories, Nunavut, Saskatchewan and Yukon.

refer to Notice of New Property Form (and the applicable form number, either GNGX3569 or GNGX3755)

#### ADDITIONAL QUESTIONS

If you wish to review your policy coverage with an insurance professional or if you have any other questions, please contact your insurance broker – your best source for information and advice.

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## NOTICE OF NEW PROPERTY FORM

### PLEASE READ YOUR POLICY CAREFULLY

#### GNGX3569 General Conditions and Statutory Conditions Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland

Section I – Property Coverage Statutory Conditions	General Descriptions of the Provisions in this Form
<b>Note:</b> Unless indicated as 'New' a similar clause was included last term.	
<b>Misrepresentation</b>	Misrepresentation allows the Insurer to void the insurance contract.
<b>Property of Others</b>	The insurance contract is between the Insured and Insurer, and no other person unless specifically stated on the policy.
<b>Change of Interest</b>	The Insurer's obligation if an Insured claims bankruptcy, insolvency or change of title by succession, by operation of law, or in event of the death of an Insured.
<b>Material Change</b>	Any information about the insured risk must be reported immediately to the Insurer. If the Insurer determines that this information would change their underwriting decision, the Insurer can cancel, decline coverage or charge a higher rate.
<b>Termination</b>	Sets out the rules for ending the insurance agreement by cancellation, or communication by the Insured and/or Insurer.
<b>Requirements After Loss</b>	Sets out obligations of the Insured when there is loss or damage to the insured property covered by the policy.
<b>Fraud</b>	Where an Insured willfully makes a false statement in support of a claim, the Insurer has the right to refuse the claim that relates to the false statement.
<b>Who may give notice and proof</b>	Provision as to when there is a loss, who is allowed to notify the Insurer and provide the proof of loss.
<b>Salvage</b>	Sets out the obligations of the Insured and what they must do to prevent further damage to property when a loss happens.
<b>Entry, Control, Abandonment</b>	After a loss the Insurer has right of access to the property so they can examine the property, and to estimate the loss or damage. After the Insured has secured the property, the Insurer continues to have a right to access property. The Insurer is not entitled possession of the insured property. The Insured cannot abandon the property to the Insurer without the Insurer's consent.
<b>Appraisal</b>	Provision that outlines when an independent appraisal is allowed if there is a dispute over the value of the property.
<b>When Loss Payable</b>	A provision that states that loss is payable within a specific time period after the proof of loss is completed.
<b>Replacement</b>	This provision states the Insurer's rights and obligations when they opt to repair or replace damaged property.
<b>Action</b>	Provides the time period in which action against an Insurer can be started or the action will be barred.
<b>Notice</b>	Sets out the legal rules for notification to the Insurer and Insured.

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Additional Conditions (Property Coverage)	General Descriptions of the Provisions in this Form
<b>Notice to Authorities</b>	When a loss occurs due to malicious mischief, burglary, robbery, theft, or attempted theft the Insured must give notice to the proper authorities.
<b>Sue and Labour</b>	States the Insured must take all reasonable steps to recover lost property and the obligations of the Insurer in these circumstances.
<b>Basis of Settlement - New</b>	States the Insurer is only liable for the actual cash value at the time of the loss (unless otherwise indicated). This clause also states how actual cash value is determined. This is also included in the Property Insurance base wording.
<b>Subrogation</b>	Subrogation is the assignment to an insurer by terms of the policy or by law, after payment of a loss, of the rights of the insured to recover the amount of the loss from one legally liable for it.
<b>Examination under Oath -New</b>	This allows an Insurer to cross-examine the proofs of loss to avoid potential fraud.
<b>Canadian Currency Clause</b>	Clarifies that all limits of insurance, premiums and other amounts in the Policy are in Canadian currency.
<b>Contribution</b>	If there is more than one policy in force, this indicates how the loss will be settled by each Insurer. Typically referred to as 'Other Insurance Clause'.
<b>Verification of Values</b>	The Insurer is permitted during the policy period, or within a specified time period after termination or expiration, to inspect the insured property and to examine the Insured's books, records and such policies as relate to any insured property.
<b>Breach of Condition</b>	This clause outlines the consequences when there is a breach of a condition after a loss.
<b>Reinstatement</b>	Indicates how policy limits will react after a loss.
<b>Loss Payable: Condominium Corporation -New</b>	Indicates how loss will be payable when loss is to a condominium corporation.
<b>Property of Others: Condominiums - New</b>	Indicates how losses will be paid when the loss is to a condominium corporation and a condominium unit owner.
APPLICABLE TO ALL COVERAGES	General Descriptions of the Provisions in this Form
<b>Trade and Economic Sanctions - New</b>	Its purpose is to prevent coverage under a policy which could expose an Insurer to a breach of economic trade or sanctions.

# Program Options

Intact Public Entities offers a comprehensive insurance program. Outlined below are the program options, followed by your current coverage highlights.

## Crime Coverage – Other Optional Coverages

- Other Optional Coverages are also available. See attached Crime Cover Options page for further details.
- Quote is available on request (completed application is required).

## Crime Coverage – Fraudulently Induced Transfer Coverage

- Fraudulently Induced Transfer Coverage is now available. Covers a loss when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.
- For coverage information and available options refer to the Fraudulently Induced Transfer Endorsement Coverage Highlights Sheet.

## Property Coverage – Income Replacement

- Income can change from year to year so it is important to annually review your Business Interruption needs.
- Higher limits or Optional Coverages to protect your income are available.
- All income producing facilities need to be considered (e.g. arenas, pools, libraries, community halls etc.)

## Property Coverage – Earthquake and Flood

- Earthquake coverage is available upon request.

## Remotely Piloted Aircraft Systems (UAV) Coverage

- Property and/or Liability Cover may be available for Remotely Piloted Aircrafts (UAV).
- Application required to quote.
- For Coverage information refer to the Remotely Piloted Aircraft (UAV) Highlight Sheet.

## Automobile Policy (Transit)

- Quote for \$15M available upon request for Transit.





## Description of Coverage

IPE offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow, providing a summary of coverage. Highlight pages may include a description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Municipal Liability Coverage Highlights

## Overview

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We are specialists at insuring Municipal & Public Administrations. Our liability wording has been specially designed to meet the unique needs of these types of risks.

## Coverage

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- Limits up to \$50,000,000 Available.
- Occurrence coverage with No General Aggregate.
- Territory – World-wide for all coverage.
- Products and Completed Operations – liability arising out of the Insured's operations conducted away from the Insured's premises once those operations have been completed or abandoned.
- Bodily Injury including coverage for assault and battery.
- Personal Injury coverage - broad coverage (including advertising coverage) for acts that violate or infringe on the rights of others.
- Liquor Liability for bodily injury or property damage imposed upon an Insured by a Liquor Liability Act.
- Blanket Contractual for liability assumed by the Insured in contracts, whether reported to the Insurer or not.
- Products Liability - legal liability incurred by an Insured because of injury or damage resulting from a product's exposure.
- Professional/Malpractice Liability including for bodily injury or property damage from professional exposures.
- Employers Liability providing coverage for liability to employees for work-related bodily injury or disease, other than liability imposed on the Insured by a workers compensation law.
- Sewer backup Liability
- Watercraft Liability - full coverage with no restrictions.
- Tenants legal liability
- Cross Liability
- Broad Definition of Insured.

## Common Endorsements

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In addition to the base wording, we have many optional endorsements to tailor coverage for individual accounts including:

- Wrongful Dismissal (Legal Expense)
- Forest Fire Expense
- Marina Liability Extension
- Sexual Abuse Therapy and Counselling Extension for long term care homes.
- Other endorsements specifically crafted for a particular exposure.

## Coverage is Provided for Unique Exposures

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- Products and Completed Operations Aggregate Limit may come into play for exposures such as road maintenance, snow removal, garbage collection / waste disposal, street cleaning or other duties that the Insured Municipality has to perform on behalf of third parties.
- Assault and battery coverage is imperative when there are security exposures (e.g. police).
- Products exposures such as utilities (e.g. water) are covered.
- Full Malpractice including Medical Malpractice as well as professional exposures are covered.
- Professional exposures include those such as medical, engineering, design errors or building inspection operations.

# Municipal & Public Administration Errors and Omissions Liability Coverage Highlights

## Municipal & Public Administration Errors and Omissions Insurance

Municipal & Public Administration Errors and Omissions Insurance (E&O) Coverage protects risks from civil litigation caused by allegations of professional negligence or failure to perform professional duties. E&O focuses on providing coverage when there is financial loss to a third party (rather than bodily injury or property damage as general liability does).

### Features

<b>Limits</b>	Typically limits follow that of our Liability. We have the availability to offer up to \$50,000,000.
<b>Defence Costs</b>	Over and above the Limit of Insurance. Whether a potential claim is baseless, or not, mounting legal expense can have serious monetary consequences for an Insured.
<b>No Annual Aggregate</b>	With higher out of court settlements and increased damage awards, large or even a series of small claims can quickly erode an annual aggregate limit.
<b>Claims Made Policy</b>	Pays for claims occurring and reported during the policy period. Our policy provides retroactive coverage (no date need be specified) and stipulates that a claim is first known only when written notice is first received.
<b>Claims Definition</b>	The definition of claim also includes arbitration, mediation or alternative dispute resolution proceedings.
<b>Insured Definition</b>	Includes Councilors, Statutory Officers, Council Committees, Firefighters, Employees and Volunteers.

### Coverage Is Provided For Unique Exposures

<b>Insurance</b>	No exclusion for failure to procure or maintain adequate insurance bonds or coverage (e.g. construction projects).
<b>Benefit Plans</b>	Errors or omissions in administering Employee Benefit Plans are covered.
<b>Misrepresentations</b>	Municipal governments are required to provide information with respect to local matters and must ensure the information which is provided is accurate, true and not misleading. Our definition of a Wrongful Act covers misstatements or misleading statements
<b>Other Specialists and Services</b>	Covers errors or omissions when they are rendered in connection with operations that are typical of public sector such as those of building inspections, zoning, planning, developing or regulating by-laws. Officials and employees acting in good faith are often times the subject of lawsuits.

# Non-Owned Automobile Coverage Highlights

## Overview

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Non-Owned and hired automobile liability insurance covers bodily injury and property damage caused by a vehicle not owned by the Insured (including rented or borrowed vehicles). Coverage is provided for Third Party Liability arising from the use or operation of any automobile not owned or licensed in the name of the Insured if it results in bodily injury (including death), property damage (if the property was not in possession of the Insured) to a third party.

## Features

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### SEF No. 96 Contractual Liability:

- When renting a vehicle you engage in a contractual relationship with the rental company where you assume liability for the operation of the automobile. It is therefore important that contractual coverage is added to the policy by way of an endorsement known as SEF (Standard Endorsement Form) No. 96. Contractual Liability coverage is automatically provided for all written contractual agreements with our Non-Owned Automobile coverage.

### SEF No. 99 Long Term Lease Exclusion:

- When Contractual Liability is provided under the policy there is also an exclusion for Long Term Leased vehicles SEF No. 99. This excludes coverage for vehicles hired or leased for longer than a certain period such as 30 days.

### Territory:

- The Non-Owned Automobile policy provides coverage while in Canada and United States.

### Termination Clause:

- The standard termination clause has been amended in that the Insured may still provide notice of cancellation at any time, however, the Insurer must provide ninety days' notice of cancellation to the Insured rather than the standard 15 or 30 days.

### SEF No. 94 Legal Liability (Physical Damage) to a Hired/Rented Automobile:

- We automatically provide coverage for damage to a vehicle that you have hired or rented. Coverage is provided via endorsement SEF No. 94. We automatically provide 'All Perils' coverage. The limit of coverage will vary per client.

## Additional Information

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Courts have repeatedly held that when an automobile is used on a person's behalf or under a person's direction, that person (or entity) has a responsibility for the operation of the automobile and may be held liable for damages in the event of an accident even though he or she is not the owner or driver of the vehicle. This common law principle has been supported by a number of court decisions making an employer responsible for the use and operation of an automobile when an employee is operating an automobile (not owned by the employer) while being used for the employer's business.

# Environmental Coverage Highlights

## Overview

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Pollution incidents are a significant risk that can result in serious harm to public health and safety as well as to the environment.

We provide pollution liability insurance for claims for third-party bodily injury and property damage. Coverage is provided on a blanket basis resulting from pollution conditions on or migrating from premises owned, occupied, rented or leased by the Insured that are discovered and are reported during the policy period. The policy responds to events that are gradual in nature as well as those that are sudden and accidental, causing third-party damage whether pollutants are released on land, into the atmosphere or in the water.

## Features

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### Defence Costs

- Our Defence costs are over and above the limit of insurance and will respond even if allegations are groundless or false.

### Storage Tanks

- Seepage or leakage from both above and below ground storage tanks are covered without being specifically listed on the policy.

### Territory

- Worldwide territory.

### Limits of Insurance

- Both a 'per incident' and an 'aggregate' limit is applicable.

## Additional Information

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Environmental exposures pose an imminent and substantial threat to public health, safety or welfare or to the environment. Exposures could stem from: wastewater treatment plants, electric utility plants, construction sites, flood and rainwater runoff or retention basins, underground fuel storage tanks, herbicides, pesticides, and fertilizers, road salts and chemicals used to de-ice roads and bridges, contaminated waste from medical facilities or health clinics, marina's, fire-fighting chemicals or even contaminated swimming pools.

An environmental exposure arising from sewers is covered under our liability.

# Crime Coverage Highlights

## Overview

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Our crime coverage is one of the broadest and most flexible in the industry. An Insured may elect to purchase any or all of the Standard Crime Coverage we have available. In addition to the Standard crime coverage the Insured may elect to also purchase any of our Optional Coverages.

### Optional Crime Coverage Includes:

- Extortion Coverage (Threats to persons and property).
- Pension or Employment Benefit Plan coverage.
- Residential Trust Fund Coverage.
- Credit Card Coverage.
- Client Coverage (Third Party Bond).
- Fraudulently Induced Transfer Coverage (otherwise known as Social Engineering). *Separate Coverage Highlights Sheet for Fraudulently Induced Transfer Coverage is available.*

**For more information on our Optional Coverage refer to our Crime Coverage Options Highlight Sheet.**

## Features of Our Standard Crime Coverage

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Below is a brief description of the Standard Crime Coverage an Insured may elect to purchase:

### Employee Dishonesty – Form A Commercial Blanket Bond

- This protects the employer from financial loss due to the fraudulent activities of an employee or group of employees. The loss can be the result of theft of money, securities or other property belonging to the employer.

### Loss Inside and Loss Outside the Premises (Broad Form Money and Securities)

- Covers loss by theft, disappearance, or destruction of the Insured's money and securities inside the Insured's premises (or Insured's bank's premises) as well as outside the Insured's premises while in the custody of a messenger.

### Money Orders and Counterfeit Paper Currency

#### Covers Loss

- Due to acceptance of a money order that was issued (or is purported to have been issued) by a post office or express company; and
- From the acceptance of counterfeit paper currency of Canada or the United States.

### Forgery and Alteration

- Covers loss due to dishonesty from a forgery or alteration to a financial instrument (cheque, draft or promissory note).

### Audit Expense

- Coverage for the expenses that are incurred by the Insured for external auditors to review their books in order to establish the amount of a loss. This is a separate limit of insurance.

### Computer and Transfer Fraud (Including Voice Computer Toll Fraud)

- Loss caused when money, securities, or other property is transferred because of a fraudulent computer entry or change. The entry or change must be within a computer system that the Insured owns (and on their premises).
- Loss caused when money or securities are transferred, paid, or delivered from the Insured's account at a financial institution based on fraudulent instructions (at the financial institutions premises).
- Voice computer toll fraud covers the cost of long distance calls if caused by the fraudulent use of an account code or a system password.

# Board Members' (Including Councillors') Accidental Death and Dismemberment Coverage Highlights

<b>D&amp;D and Paralysis Limits</b>	<b>Option 1</b>	<b>Option 2</b>
Accidental Death or Dismemberment (including loss of life and heart attack coverage)	\$100,000	\$250,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit		
Permanent Total Disability - Accidental Death and Dismemberment Limit		

<b>Weekly Indemnity</b>	<b>Option 1</b>	<b>Option 2</b>
Total Loss of Time	\$300	\$500
Partial Loss of Time	\$150	\$300

## **Accident Reimbursement - \$15,000**

Chiropractor	Crutches <sup>†</sup>
Podiatrist/Chiropodist	Splints <sup>†</sup>
Osteopath	Trusses <sup>†</sup>
Physiotherapist	Braces (excludes dental braces) <sup>†</sup>
Psychologist	Casts <sup>†</sup>
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant <sup>‡</sup>	Rental of Wheelchair
Transportation to nearest hospital <sup>†</sup>	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies <sup>‡</sup>	Blood or Blood Plasma <sup>‡</sup>
Services of Physician or Surgeon outside of the province	Semi Private or Private hospital room <sup>‡</sup>

<sup>†</sup>Maximum \$1,000 per accident. <sup>‡</sup>If prescribed by physician

## **Dental Expenses**

Dental Expenses	\$5,000
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## **Occupational Retraining – Rehabilitation**

Retraining – Rehabilitation for the Named Insured	\$15,000
Spousal Occupational Training	\$15,000

## **Repatriation**

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## **Dependent Children – Per Child**

Dependent Children's Education (limit is per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit is per year- maximum 4 years)	\$10,000

## **Transportation/Accommodation (When Treatment Is Over 100km From Residence)**

Transportation costs for the Insured when treatment is over 100km from home.	\$1,500
Transportation and accommodation costs when Insured is being treated over 100km from home.	\$15,000

## **Home Alternation and Vehicle Modification**

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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## **Seatbelt Dividend**

10% of Principal Sum	\$25,000
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## **Funeral Expense**

Benefit for loss of life	\$10,000
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## Identification Benefit

Benefit for loss of life	\$5,000
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## Eyeglasses, Contact Lenses and Hearing Aids

When Insured requires these items due to an accident.	\$3,000
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## Convalescence Benefit – Per Day

Insured Coverage	\$100
One Family Member Coverage	\$50

## Workplace Modification Benefits

Specialized equipment for the workplace.	\$5,000
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## Elective Benefits

### Complete Fractures

Skull	\$ 5,200	Foot & Toes	\$ 2,200
Lower Jaw	\$ 2,800	Two or More Ribs	\$ 1,900
Collar Bone	\$ 2,800	Colles' fracture	\$ 2,800
Shoulder Blade	\$ 3,500	Potts' fracture	\$ 3,400
Shoulder Blade complications	\$ 3,700	<b>Dislocation</b>	
Thigh	\$ 4,600	Shoulder	\$ 2,200
Thigh/hip joints	\$ 4,600	Elbow	\$ 2,200
Leg	\$ 3,500	Wrist	\$ 2,500
Kneecap	\$ 3,500	Hip	\$ 4,600
Knee/joint complications	\$ 4,000	Knee	\$ 3,500
Hand/Fingers	\$ 2,200	Bones of Foot or Toe	\$ 2,500
Arm (between shoulder & elbow)	\$ 4,600	Ankle	\$ 2,800
Forearm (between wrist & elbow)	\$ 2,800		

## Aggregate Limit

Aggregate Limit only applicable when 2 or more board members are injured in same accident.	\$ 2,500,000
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## Coverage Extensions

- Standard coverage is applicable while the Insured is 'On Duty'. Coverage for Accidents that may occur 24/7 may be purchased.
- Accidental Death of a Spouse While Travelling on Business is automatically included when this coverage is purchased. This endorsement provides for Accidental Death of a spouse when the spouse is travelling with an Insured Person on business. Coverage applies while travelling to or from such an event and /or if the loss of life occurs within one year of the accident.
- When Board Members' Accidental Death and Dismemberment Coverage is purchased, the Insured also has the option to purchase Critical Illness Coverage.

## Additional Information

- Loss of life payments up to 365 days from date of Accident or if permanently disabled up to 5 years.
- Weekly Indemnity coverage pays in addition to Elective Benefits.
- Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
- Coverage is applicable to Insured 80 years of age or under.



# Volunteers' Accidental Death and Dismemberment Coverage Highlights

## AD&D and Paralysis Limits

Accidental Death or Dismemberment	\$50,000
Paralysis Coverage – 200% of Accidental Death and Dismemberment Limit	\$100,000

## Weekly Indemnity

Total Loss of Time	\$500
Partial Loss of Time	\$250

† Volunteer must be gainfully employed immediately prior to an accident for weekly indemnity benefits

## Accident Reimbursement - \$15,000

Chiropractor	Crutches†
Podiatrist/Chiropodist	Splints†
Osteopath	Trusses†
Physiotherapist	Braces (excludes dental braces) †
Psychologist	Casts†
Registered or Practical Nurse	Oxygen Equipment – Iron Lung
Trained Attendant or Nursing Assistant‡	Rental of Wheelchair
Transportation to nearest hospital†	Rental of Hospital Bed
Prescription drugs or Pharmaceutical supplies‡	Blood or Blood Plasma‡
Services of Physician or Surgeon outside of the	Semi Private or Private hospital room‡

†Maximum \$1,000 per accident. ‡If prescribed by physician.

## Dental Expenses

Dental Expenses	\$5,000
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## Occupational Retraining – Rehabilitation

Retraining – Rehabilitation for the Volunteer	\$15,000
Spousal Occupational Training	\$15,000

## Repatriation

Repatriation Benefit (expenses to prepare and transport body home)	\$15,000
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## Dependent Children – Per Child

Dependent Children's Education (limit per year- maximum 4 years)	\$10,000
Dependent Children's Daycare (limit per year- maximum 4 years)	\$10,000

## Transportation/Accommodation (When Treatment Is Over 100km From Residence.)

Insured Coverage	\$1,500
Family Member	\$15,000

## Home Alteration and Vehicle Modification

Expenses to modify the Insured's home and/or vehicle after an accident.	\$15,000
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### **Seatbelt Dividend**

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10% of Principal Sum when proof of wearing a seatbelt.	\$5,000
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### **Funeral Expense**

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Benefit for loss of life.	\$10,000
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### **Identification Benefit**

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Transportation and accommodation costs for family member to identify Insured's remains.	\$5,000
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### **Eyeglass, Contact Lenses and Hearing Aids**

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When Insured requires these items due to an accident.	\$3,000
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### **Convalescence Benefit – Per Day**

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Confined to hospital.	\$100
Outpatient.	\$ 50

### **Workplace Modification Benefits**

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Specialized equipment for the workplace.	\$5,000
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### **Aggregate Limit**

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Aggregate Limit only applicable when 2 or more volunteers are injured in same accident.	\$ 1,000,000
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### **Additional Information**

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- Loss of life payments up to 365 days from date of Accident Weekly Indemnity payments take other income sources into consideration (e.g. automobile, CPP, group plans).
  - Coverage is applicable to Insured 80 years of age or under.
  - Coverage is afforded to the Volunteer only when they are 'On Duty'.

# Conflict of Interest Coverage Highlights

## Overview

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Conflict of Interest can be described as a situation in which public servants have an actual or potential interest that may influence or appear to influence the conduct of their official duties or rather divided loyalties between private interests and public duties.

Conflict of Interest coverage provides protection for the cost of legal fees and disbursements in defending a charge under the Municipal Conflict of Interest Act (or other similar Provincial Legislation in the respective province of the Insured).

## Features

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Coverage is offered as a standalone coverage providing the client a separate limit of insurance that is not combined with any other coverage such as legal expense coverage.

- Per Claim Limit only – No Annual Aggregate.
- Coverage provided on a Reimbursement Basis.

## Coverage Description

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Coverage is provided for legal costs an Insured incurs in defending a charge under the Provincial Conflict of Interest Act if a court finds that:

- There was no breach by the Insured; or
- The contravention occurred because of true negligence or true error in judgment; or
- The interest was so remote or insignificant that it would not have had any influence in the matter.

## Additional Information

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Coverage is provided for elected or appointed members of the Named Insured including any Member of its Boards, Commissions or Committees as defined in the 'Conflict of Interest Act' while performing duties related to the conduct of the Named Insured's business.

Conflict of Interest coverage is applicable to only those classes of businesses that are subject to the Municipal Conflict of Interest Act (or other similar Provincial legislation in the respective province of the Insured).

# Legal Expense Coverage Highlights

## Coverage Features

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We offer comprehensive Legal Expense Coverage to protect an Insured against the cost of potential legal disputes arising out of your operations.

- Coverage will pay as costs are incurred.
- Broad Core Coverage.
- Optional Coverage.
- Coverage for Appeals for Legal Defence Costs and any Optional Coverage purchased.
- Unlimited Telephone Legal Advice and access to Specialized Legal Representation in event of legal disputes.
- Additional Optional Coverage available.
- Broad Definition of Insured including managers, employees and volunteers.

## Broad Core Coverage

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The core coverage provides Legal Defence Costs for:

- Provincial statute or regulation (including human rights tribunals).
- Criminal Code Coverage when being investigated or prosecuted. Coverage is applicable whether pleading guilty or a verdict of guilt is declared.
- Civil action for failure to comply under privacy legislation.
- Civil action when an Insured is a trustee of a pension fund for the Named Insured's employees.

## Optional Coverage

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In addition to the Core Coverage an Insured can mix and match any of the following Optional Coverage:

- Contract Disputes and Debt Recovery
- Statutory License Protection
- Property Protection
- Tax Protection

## Limits and Deductibles

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- Coverage is subject to a Per Claim and an Aggregate Limit.
- The Core Coverage is typically written with no deductible however a deductible may be applied to Optional Coverage.

## Exclusions

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- Each Insuring Agreement is subject to Specific Exclusions and Policy Exclusions.
- Municipal Conflict of Interest Act (or other similar provisions of other Provincial legislation) is excluded.  
\* Conflict of Interest Coverage may be provided under a separate policy for eligible classes of business.

## Telephone Legal Advice and Specialized Legal Representation

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- General Advice (available from 8 am until 12 am local time, 7 days a week).
- Emergency access to a Lawyer 24 hours a day, 7 days a week.
- Services now automatically include the option of using an appointed representative from a panel of Lawyers with expertise in a variety of areas.

## Client Material and Wallet Card

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- The 'Legal Expense Important Information' wording attached to each policy explains the steps that are to be taken in event of a claim.
- A wallet card is now attached to the policy which the Named Insured can copy & distribute to each Insured (e.g. managers, employees, etc.).

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Property Coverage Highlights

## Overview

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Property insurance is about planning for the unexpected and protecting your physical assets in order to minimize your business disruption should a loss occur. It is important that your property insurance includes broad coverage to protect these assets (e.g. buildings and other property you own, lease or are legally liable for) from direct physical loss.

We will work closely with you to customize a property coverage solution. We cover a wide variety of property, including buildings, inventory and supplies, office furniture and fixtures, computers, electronics, equipment (including unlicensed mobile equipment, maintenance and emergency equipment) and other unique property.

The IPE property wording is flexible and adaptable. Your policy will be comprised of a Base Property Wording and a Municipal & Public Administration Extension of Coverage Endorsement as well as any miscellaneous or specific endorsements to tailor coverage to meet your needs.

## Features and Benefits

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Features and Benefits include:

- Coverage is typically written on an all-risk basis including replacement cost.
- Our standard practice is to write property on a Property of Every Description (POED) or blanket basis, however, coverage can be scheduled separately if required.
- We have two Deductible Clauses: A standard Deductible Clause and a Dual Policy Deductible Clause. The Dual Policy Deductible clause states how a deductible will be applied when there is both an automobile policy and a property policy involved in the same loss (when both policies are written with IPE).
- Worldwide Coverage
- Unlicensed Equipment (e.g. Contractors Equipment): Automatically includes Replacement Cost as the basis of settlement up to five years in age. For years 6 to 15 coverage will be amended to scheduled, Replacement Cost value. Any Contractors Equipment over 15 years will be amended Actual Cash Value (ACV) or Valued basis if required (applicable only if the Insured owns the unlicensed equipment).
- Flood and Earthquake coverage are available.

## Supplemental Coverage Under the Base Property Wording

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The Base Property Wording automatically includes numerous Supplemental Coverages such as:

- Building Bylaws
- Building Damage by Theft
- Debris Removal Expense
- Electronic Computer Systems
- Expediting Expense
- Fire or Police Department Service Charges
- First Party Pollution Clean-Up Coverage
- Fungi (covers the expense for any testing, evaluating or monitoring for fungi or spores required due to loss)
- Furs, Jewellery and Ceremonial Regalia
- Inflation Adjustment
- Live Animals, Birds or Fish
- Newly Acquired Property
- Professional Fees
- Property at Unnamed Locations
- Property Temporarily Removed including while on Exhibition and during Transit
- Recharge of Fire Protective Equipment
- Sewer Back Up and Overflow

**Note:** The Supplemental Coverage does not increase your Total Sum Insured in most cases.

## Municipal & Public Administration Extensions of Coverage Endorsement

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Each Extension of Coverage has an individual Limit of Insurance and will be shown on the Summary of Coverage/Declarations Page.

The Limit of Insurance for each Extension of Coverage is over and above the Total Sum Insured (unless shown as 'included' on the declarations or otherwise stipulated within the wording).

- Accounts Receivable
- Bridges and Culverts
- Building Coverage Owned Due to the Non Payment of Municipal Taxes – *Named Perils Coverage applies.*
- Building(s) in the Course of Construction Reporting Extension
- By Laws – Governing Acts
- Consequential Loss caused by Interruption of Services
- Cost to Attract Volunteers Following a Loss
- Docks, Wharves and Piers
- Errors and Omissions
- Exterior Paved Surfaces
- Extra Expense
- Fine Arts at Own Premises and Exhibition Site
- Fundraising Expenses
- Green Extension
- Growing Plants
- Ingress and Egress
- Leasehold Interest
- Master Key
- Peak Season Increase
- Personal Effects
- Property of Others
- Rewards: Arson, Burglary, Robbery and Vandalism
- Signs
- Vacant Properties – *Named Perils Coverage applies on an Actual Cash Value basis.*
- Valuable Papers

# Equipment Breakdown Advantage Highlights

## Overview

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Property policies typically exclude losses that Equipment Breakdown Insurance is designed to cover.

Equipment Breakdown Coverage insures against losses (property damage and business interruption) resulting from 'accidents' (as defined in the wording) to various types of equipment such as pressure, mechanical, electrical and pressure equipment. Coverage also extends to electronic equipment for 'electronic circuitry impairment'. Coverage typically extends to production machinery unless specifically excluded.

## Features

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Coverage is extended to pay for:

**Property Damage:** The cost to repair or replace damaged equipment or other covered property, including computers, due to a covered accident.

**Business Income:** The loss of business income due to an interruption caused by a covered accident from the date of loss until such equipment is repaired or replaced or could have been repaired or replaced plus additional time to allow your business to become fully operational.

**Extra Expense:** Additional costs (e.g., equipment rental) you incur after a covered loss to maintain normal operations.

**Expediting Expenses:** The cost of temporary repairs or to expedite permanent repairs to restore business operations.

**Service Interruption:** Business income and extra expense resulting from a breakdown of equipment owned by a supplier with whom the Insured has a contract to supply a service. If there is no contract, the equipment must be within 2500 metres of the location.

**Data Restoration:** The restoration of data that is lost or damaged due to a covered loss.

**By laws:** The additional costs to comply with building laws or codes.

**Other Coverage:** Spoilage, Hazardous Substances, Ammonia, Water damage, Professional Fees, Errors and Omissions, Newly Acquired Locations or Civil Authority

## Coverage Automatically Includes:

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**Microelectronics Coverage:** Provides insurance when physical damage is not detectable or when firmware or software failure causes non-physical damage. Triggered when covered equipment suddenly stops functioning as it had been and that equipment or a part containing electronic circuitry must be replaced.

**Service Interruption:** Pays for business interruption and extra expense when your cloud computing service provider experiences an outage due to an equipment breakdown.

**Off Premises Objects:** Extends coverage to transportable equipment anywhere in North America.

**Brands and Labels:** Pays for the cost of removing labels or additional cost of stamping salvaged merchandise after a loss.

**Equipment Upgrade:** Pays for any increase in the replacement of new equipment that is capable of performing the same functions that may include technological improvements, 25% max of \$250,000.

**Selling Price:** Pays for regular cash selling price at the time of loss of such manufactured products or merchandise at the location

## Other Benefits

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**Public Relations Coverage:** (when business income coverage is purchased other than extra expense) pays for public relations assistance to help manage your reputation that may be damaged by business interruption or data loss.

**Contingent Business Interruption:** (when business income coverage is purchased other than extra expense) pays for Business Income resulting from a covered accident to property not owned, operated or controlled by the Insured.

## Additional Information

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Intact automatically provides inspection services for boilers and pressure vessels to satisfy the provincial inspection requirements on our behalf.



# Owned Automobile Coverage Highlights

## Overview

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We can provide mandatory automobile coverage for all licensed vehicles owned and/or leased by the Insured.

## Features

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### Third Party Liability Coverage:

- Coverage is provided for Third Party Liability (bodily injury and property damage) protecting you if someone else is killed or injured, or their property is damaged. It will pay for claims as a result of lawsuits against you up to the limit of your coverage, and will pay the costs of settling the claims. Coverage is for licensed vehicles you own and/or leased vehicles.

### Standard Statutory Accident Benefits Coverage:

- We automatically provide standard benefits if you are injured in an automobile accident, regardless of who caused the accident. Optional Increased Accident Benefits Coverage is available upon written request.

### Optional Statutory Accident Benefits Coverage - Available upon request

- Including coverage for: Income Replacement; Caregiver, Housekeeping & Home Maintenance; Medical & Rehabilitation; Attendant Care; Enhanced Medical Rehabilitation & Attendant Care; Death & Funeral; Dependent Care; Indexation Benefit (Consumer Price Index) – Ontario

### Direct Compensation Property Damage:

- Covers damage to your vehicle or its contents, and for loss of use of your vehicle or its contents, to the extent that another person was at fault for the accident as per statute.

### Physical Damage Coverage:

- Various basis of settlement including: Replacement Cost, Valued Basis and Actual Cash Value. Refer to Automobile Replacement Cost Coverage Change Highlights page for details on Replacement Cost Coverage.

## Additional Information

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### Blanket Fleet Endorsement:

- Coverage may be provided on a blanket basis under the 21B – Blanket Fleet Endorsement. When this endorsement is attached to the policy, premium adjustment is done on renewal. Adjustment is made on a 50/50 or pro rata basis as specified in the endorsement. Mid-term endorsements are not processed on policies with this blanket cover.

### Single Loss:

- If a single loss involves both the Automobile and Property Insurance policies, the Property policy deductible is waived only on any insured property attached to the automobile.

For a list of vehicles quoted, refer to Exhibit "B".

# Commercial Follow Form Excess Liability Coverage Highlights

## Overview

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Excess liability coverage provides an additional limit of insurance coverage over and above the limits of insurance afforded under the applicable underlying insurance. An excess policy offers you additional insurance protection over and above the limits of your underlying policy. Example if your underlying policy has an occurrence limit, an excess policy can provide additional protection in event of a catastrophic loss. It can provide added protection if an aggregate limit on an underlying policy has been exhausted.

The follow form excess policy typically “follows” the insuring agreements, exclusions, and conditions of the underlying policy. This means that we not only provide additional limits of liability over the primary liability policy, but such coverage matches the underlying policy (except in instances where an endorsement has been attached amending coverage).

We offer a layered structure when writing excess coverage. We provide **primary** insurance policies to a maximum limit of \$15,000,000 on the casualty policies (Liability, E&O, Miscellaneous Professional Including Bodily Injury or Claims Made Malpractice coverage (depending on your policy), Non Owned Automobile and Owned Automobile including garage coverage).

We have the ability to provide excess coverage over all classes of business where the primary policy is written by Intact Public Entities. We also have the capacity to provide you with exceptionally high excess limits to meet your needs.

## Coverage Specifics

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- Coverage will attach in the event of exhaustion of underlying insurance (unless specifically shown in your policy documents).
- This coverage is subject to the same terms, definitions, conditions, exclusions and limitations of the applicable underlying insurance (except as otherwise stated in your policy). This feature provides the flexibility to provide excess limits over a number of different types of policies.
- Our Declaration Pages/Schedules of Coverage clearly identify underlying coverages that the excess coverage is written over.
- Underlying insurance is required to be maintained in full force and effect for excess coverage to apply.
- Prior and Pending Litigation is expressly excluded from coverage.
- Incident is a defined term and means an occurrence, accident, offence, act, or other event, to which the underlying insurance applies.
- S.P.F. 7, Standard Excess Automobile policy or the applicable form applies for any automobile coverage.
- Where an aggregate limit is stated in the Declarations pages, it will apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months.
- Coverage can be tailored to your individual circumstances by way of endorsements.

# Facility User Solution Coverage Highlights

## Overview

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The IPE Facility User Solution provides you (the facility owner) with the knowledge that the person(s) renting or leasing your facilities have insurance for events they are hosting.

You also have peace of mind knowing they have added you (the facility owner) as an 'additional insured' to that insurance. As an 'additional insured' your interests are covered when a claim occurs as a result of negligence by someone renting or leasing the facilities.

With the IPE Facility User Solution we automatically cover a variety of 'Sporting' and 'Non-Sporting Events.'

## Features

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We provide coverage on one master policy with:

- The option of insuring all of your rented or leased facilities or only selected facilities.
- The option of \$2,000,000 or \$5,000,000 liability limits for all users.
- Coverage under a commercial general liability form with extensions for Tenants Legal Liability, Medical Expenses and Non Owned Automobile Coverage.
- Coverage is written on a Reporting Basis – with a deposit premium at inception and premium being adjusted annually.

## Activities or Events Insured

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Approved Activities include the following Non-Sporting and Sporting Events:

### Non Sporting Events

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, showers, graduations etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

### Sporting Events

Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis, ball/roller/floor hockey, baseball, basketball, broomball, cheer leading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball and yoga.

### Excluded Activities

Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports, cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football or wrestling.

While we do provide coverage under the program for sporting activities, we do not provide coverage for Organized Sports Teams/Leagues.



## Program Options Highlights of Coverage

IPE offers a Comprehensive Insurance Program to meet your needs.

"Your Insurance Coverage" provides a schedule of proposed coverages, limits and deductibles included in this proposal.

Highlights of coverage follow, providing a summary of coverage. Highlight pages may include a description of optional coverages.

The information provided by Intact Public Entities Inc. is intended to provide general information only. For full details with respect to coverage, exclusions, conditions and limitations refer to the policy wordings. While coverage may be quoted, once a policy is issued coverage is only applicable if shown on Declaration Page or Schedule of Coverage. Intact Design® is a registered trademark of Intact Financial Corporation. All other trademarks are properties of their respective owners. TM & © 2023 Intact Public Entities Inc and/or its affiliates. All Rights Reserved.

# Crime Coverage Options

## **Extortion Coverage (Threats to Persons and Threats to Property)**

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Coverage for both 'Threats to a Person' and 'Threats to Property' are sold together with a separate limit of insurance applying to each.

### **Threats to Person:**

- Coverage responds when a threat is communicated to the Insured to do bodily harm to a director, officer or partner of the Insured (or a relative) when these persons are being held captive and the captivity has taken place within Canada or the U.S.A.

### **Threats to Property:**

- Coverage responds when a threat is communicated to the Insured to do damage to the premises or to property of the Insured is located in Canada or the U.S.A.

## **Pension or Employee Benefit Plan Coverage**

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Coverage is for loss resulting directly from a dishonest or fraudulent act committed by a fiduciary (a person who holds a position of trust) in administering a pension or employee benefit plan. Coverage is provided whether the fiduciary is acting alone or in collusion with others. Fiduciary relationships may be created by statute however; individuals may also be deemed fiduciaries under common law.

## **Residential Trust Fund Coverage (for Select Classes of Business Only)**

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- Covers loss of property (money, securities or other property) belonging to a resident when it is held in trust by a residential facility. Coverage is for loss directly attributable to fraudulent act(s) committed by an employee of the facility whether the employee was acting alone or in collusion with others.
- A residential facility comprises a wide range of facilities and includes any residential facility operated for the purpose of supervisory, personal or nursing care for residents.
- Coverage stipulates that the 'resident' must be a person who is unable to care for themselves (this could be due to age, infirmity, mental or physical disability).
- When a resident is legally related to the operator of the residential facility, coverage is specifically excluded.

## **Credit Card Coverage**

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Coverage is for loss from a third party altering or forging a written instruction in connection with a corporate credit card issued to an employee, officer or partner.

## **Client Coverage (Third Party Bond)**

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Coverage is extended to provide for theft of a clients' property by an employee (or employees) of the Insured.

## **Fraudulently Induced Transfer Coverage**

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Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured has transferred, paid or delivered money or securities to this third party.

# Fraudulently Induced Transfer Endorsement Coverage Highlights (Social Engineering)

## Overview

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Fraud today has become much more sophisticated and complex with Fraudulently Induced Transfer Crimes (otherwise known as Social Engineering) trending in today's marketplace. In response to this trend we now offer a Fraudulently Induced Transfer Endorsement as part of our suite of Crime Coverage.

These types of crimes are usually a targeted approach where criminals are after something definite from the target, either money (usually in the form of a wire transfer) or information (such as a list of vendors, routing numbers, etc.). Often times communications are sent to an employee (most often via email, telephone or a combination of the two), which are doctored to appear as if they are sent by a senior officer of the company or by one of its customers or vendors. Essentially criminals prey on human and procedural vulnerabilities. The standard crime coverage does not respond to these types of losses as an employee of the organization has voluntarily parted with the money or securities and would be considered an active participant in the loss.

### Example 1

Instructions to an employee supposedly coming from a vendor or customer are often accomplished by informing the employee that they have changed banks and require the company to use the new banking information for future payments.

### Example 2

Instructions to an employee supposedly coming from an internal source (e.g. senior staff) to bypass in-house safeguards and redundancies, criminals apply pressure by imposing a time constraint, demanding secrecy or simply flattering the ego of the target by including him or her "in" on an important business transaction.

Fraudulently Induced Transfer coverage is an optional endorsement that may be purchased. Coverage is subject to a satisfactory supplementary application being completed.

## Fraudulently Induced Transfer Losses, Cyber Losses and Current Crime Policies

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Even though this fraud often involves emails and wire transfers, cyber policies are not designed to cover them:

- Cyber policies cover losses that result from unauthorized data breaches or system failures. Fraudulently Induced Transfer actually depends on these systems working correctly in order to communicate with an organization's employees and transfer information or funds.
- Crime policies cover losses that result from theft, fraud or deception. As the underlying cause of a loss is 'fraud', a company would claim a loss under its crime policy rather than its cyber policy. Without this endorsement, coverage would be denied under a crime policy due to the Voluntary Parting Exclusion.

## Fraudulently Induced Transfer Endorsement Features

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- Coverage is provided when an Insured under the policy has been intentionally misled by someone claiming to be a vendor, client or another employee of the company and the Insured (employee) has transferred, paid or delivered money or securities to this third party.
- Fraudulently Induced Transfer is defined as: The intentional misleading of an employee, through misrepresentation of a material fact which is relied upon by an employee, believing it to be genuine to voluntarily transfer funds or valuable information to an unintended third party.

## Limits and Deductible

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The Fraudulently Induced Transfer Endorsement is subject to:

- Separate Limits of Insurance (both an Occurrence and Aggregate);
- A separate deductible;
- Limits ranging from \$10,000 - \$100,000.

# Remotely Piloted Aircraft Systems (UAV) Coverage Highlights

## Overview

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- Transport Canada is responsible for regulating UAV's. Their terminology for UAV's (Unmanned Aerial Vehicles) has changed and these are now considered to be Remotely Piloted Aircraft Systems (RPAS) rather than UAV's. Regulations regarding operator licensing has also changed.
- Liability or property policies can be enhanced with endorsements to cover RPAS. Coverage may be available when operators are in compliance with current regulations. Coverage offered is intended to close the gap in liability and property insurance because of aviation exclusions.

## Property Coverage

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- Property: (Optional Coverage).
- All Risk Coverage for the RPAS including all permanently attached equipment and Ground or Operating Equipment (including any detachable equipment such as cameras etc.).
- Coverage includes electrical and mechanical breakdown.
- Basis of settlement options include: Replacement Cost, Valued Amount or Actual Cash Value.
- **In addition to the standard exclusions within the Property All Risk Wording, the following exclusions also apply:**
- Those used for military purposes, personal or recreational use.
- Those being rented to, leased to or lent to others.
- Mysterious disappearance after commencement of a flight unless RPAS remains unrecovered for 30 days.
- If they are not in compliance with the manufacturer's specifications (e.g. the weight payload) is exceeded, when operated in wind at a higher speed than recommended etc.).
- RPAS must not exceed 500 meters in altitude or the range of 1km from the operator.
- Hijacking or unauthorized control of the RPAS or Equipment.
- Failure to comply with any statute, permit, rule, regulation or any requirement for qualification to operate the RPAS or the equipment.

## Liability Coverage

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- While Transport Canada mandates a minimum amount of insurance (\$100,000), coverage will follow the liability limit up to \$15,000,000. Higher limits may be available.
- We will extend liability to RPAS.
- Having a range of up to a maximum of 1km from the operator.
- With an altitude of 500 metres or less.
- Operators meeting all Transport Canada regulations.
- Not being used for military purposes, personal or recreational use.

## Important Information

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While our endorsements are primarily designed to offer coverage RPAS 25kg or less, we may be able to offer coverage for those falling outside of these parameters through our general aviation market.



# EXHIBIT “A”

Estimate of Values

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**The information contained herein is confidential, commercial, financial, scientific and/or technical information that is proprietary to Intact Public Entities Inc. and cannot be disclosed to others. Any such disclosure could reasonably be expected to result in significant prejudice to the competitive position of Intact Public Entities Inc., significant interference with its competitive position and/or cause it undue loss. TM & © 2023 Intact Public Entities Inc. and/or its affiliates. All Rights Reserved.**

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## Scheduled Items

Item Description	Coverage	Deductible	Basis of Settlement	(\$) Limit of Insurance
<b>171 GRAHAM STREET</b>				
61 FLOOR SCRUBBER	All Risk	15,000	Actual Cash Value	6,600
62 ICE EDGER	All Risk	15,000	Actual Cash Value	2,700
63 RESURFACER ICE SHAVER / FLOODER	All Risk	15,000	Actual Cash Value	57,800
<b>VARIOUS LOCATIONS</b>				
68 GENSET GENERATOR SERIAL NO. SP581229-176	All Risk	15,000	Actual Cash Value	63,200
<b>158 MAIN STREET</b>				
69 1938 FORD BICKLE (ANTIQUE) - UNLICENSED	All Risk	15,000	Actual Cash Value	8,000
<b>UNSPECIFIED LOCATION</b>				
79 95 - 48" V-PLOW WITH CONVERSION KIT AND POLAR TRAC CAB SERIAL NO. S000028	All Risk	15,000	Actual Cash Value	19,200
80 QUICKIE LOADER M720	All Risk	15,000	Actual Cash Value	14,200
81 TORO GROUNDMASTER 7210 SERIAL NO.S270000334	All Risk	15,000	Actual Cash Value	23,200
82 1400 X 350' WATER IRRIGATION REEL WITH SPRINKLER, SERIAL NO. 071400 AND 5.5 HP BOOSTER PUMP	All Risk	15,000	Actual Cash Value	7,500
83 NEW WOOD MOWER, INCLUDING ATTACHMENTS	All Risk	15,000	Actual Cash Value	16,300
84 KUBOTA WITH ATTACHMENTS SERIAL NO. L6060HSTCC	All Risk	15,000	Actual Cash Value	48,500
85 SERIES MT5 OFF ROAD VEHICLE WITH ATTACHEMENTS SERIAL NO.2107 - UNLICENSED	All Risk	15,000	Actual Cash Value	84,900
<b>22413 HOSKINS LINE</b>				
89 1993 JOHN DEERE LOADER WITH PLOW 544G	All Risk	15,000	Actual Cash Value	61,800

POLICY EFF: 01/01/2025

RISK NO: 21770

MODIFIED: 13/11/2024

QUOTE: 526246

Item Description	Coverage	Deductible	Basis of Settlement	(\$) Limit of Insurance
90 2004 DAEWOO SOLAR 140LC-V EXCAVATOR 1371178	All Risk	15,000	Actual Cash Value	72,900
91 1995 VERMEER BRUSH CHIPPER	All Risk	15,000	Actual Cash Value	25,800
92 1998 CHAMPION GRADER 740	All Risk	15,000	Actual Cash Value	206,000
93 2007 JOHN DEERE 544 JZ-BAR LOADER, SERIAL NO.616100	All Risk	15,000	Actual Cash Value	137,300
94 5' ROTARY MOWER	All Risk	15,000	Actual Cash Value	10,300
95 GENERATOR SMG-DP45	All Risk	15,000	Actual Cash Value	36,900
96 JOHN DEERE AUGER	All Risk	15,000	Actual Cash Value	105,700
100 2015 WOODS MOWER MODEL 6040 VR3060X0B3002345STOLK CHOPPER 1244585	All Risk	15,000	Replacement Cost	16,300
101 2005 JOHN DEERE LT CRAWLER DOZER SERIAL NO. T0550JX105159	All Risk	15,000	Actual Cash Value	45,000
103 2017 JOHN DEERE 672G MOTOR GRADER, SERIAL NO. 1DW672GPCHD682177	All Risk	15,000	Replacement Cost	392,600
104 CASE 580SN WT T4, LOADER BACKHOE, SERIAL NO. NMC774260	All Risk	15,000	Actual Cash Value	177,300
<b>8650 FURNIVAL RD. - MEMORIAL PARK</b>				
111 2004 CASE INTERNATIONAL DX33 TRACTOR WITH ATTACHMENTS, SERIAL NO.BA010162	All Risk	15,000	Actual Cash Value	30,100
112 2007 KUBOTA F2880E TRACTOR, SERIAL NO.10312	All Risk	15,000	Actual Cash Value	19,700
116 GR 2100 KUBOTA 4000 TRACTOR/MOWER, SERIAL NO.ROK5462	All Risk	15,000	Actual Cash Value	9,200
118 2007 WORKHORSE GOLF CART SERIAL NUMBER 2513931	All Risk	15,000	Actual Cash Value	4,500
<b>SANDFORD STREET AND ELORA STREET</b>				
119 48" KENHAR BUCKET FORKS	All Risk	15,000	Actual Cash Value	900
<b>217 FURNIVAL ROAD</b>				

POLICY EFF: 01/01/2025

RISK NO: 21770

MODIFIED: 13/11/2024

QUOTE: 526246

Item Description	Coverage	Deductible	Basis of Settlement	(\$) Limit of Insurance
124 VACANT - BUILDING	Named Perils	15,000	Actual Cash Value	1,205,800

POLICY EFF: 01/01/2025  
 MODIFIED: 13/11/2024

RISK NO: 21770  
 QUOTE: 526246

## Excluded Items

Location and/or Item Description
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8545 HAVENS LAKE ROAD

123 PORT GLASGOW YACHT CLUB DOCKS

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POLICY EFF: 01/01/2025

MODIFIED: 13/11/2024

RISK NO: 21770

QUOTE: 526246

## RENT OR RENTAL VALUE SCHEDULE

PROPERTY INSURED	AMOUNT	INDEMNITY PERIOD	CO-INSURANCE
ALL PROPERTIES	\$ 500,000	12 Months	No Co-Insurance

**TOTAL** \$ 500,000

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POLICY EFF: 01/01/2025

MODIFIED: 13/11/2024

RISK NO: 21770

QUOTE: 526246

STATUS: IN PROGRESS

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

BUILDINGS AND STRUCTURES

01/01/2025

ESTIMATE OF VALUES

ARENA

1	ARENA BUILDING, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	6,583,900
2	ELECTRIC SIGN, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	9,100

EXCLUDED

123	EXCLUDED - PORT GLASGOW YACHT CLUB DOCKS, 8545 HAVENS LAKE ROAD, RR 3, RODNEY, N0L 2C0	0 EXC
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FIRE

3	FIREHALL, 158 MAIN STREET, WEST LORNE, N0L 2P0	1,481,800
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GEN/RDS/FIRE

4	MUNICIPAL OFFICE, EQUIPMENT DEPOT, FIRE HALL, 22413 HOSKINS LINE, RODNEY, N0L 2C0	3,904,000
5	FUEL CENTRE, 22413 HOSKINS LINE, RODNEY, N0L 2C0	17,400
6	RADIO COMMUNICATION TOWER, 22413 HOSKINS LINE, RODNEY, N0L 2C0	51,700
7	OUTSIDE 100 KW GENERATOR, 22413 HOSKINS LINE, RODNEY, N0L 2C0	63,000
11	OUTSIDE LIGHTS AT MUNICIPAL OFFICES ON SCHEDULE, VARIOUS LOCATIONS, RODNEY OR WEST LORNE, N0L 2C0	14,400

GENERAL

122	RENTAL INCOME - ALL PROPERTIES	500,000 LIM REP
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GENERAL/LIB

12	MUNICIPAL ADMINISTRATION OFFICES AND LIBRARY , 160 MAIN STREET, WEST LORNE, N0L 2P0	1,903,100
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LIBRARY

13	RODNEY LIBRARY , 207 FURNIVAL ROAD, RODNEY, N0L 2C0	451,300
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NAMED PERILS

124	VACANT - BUILDING, 217 FURNIVAL ROAD, RODNEY, N0L 2C0	1,205,800 SCH ACV
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## CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

## EXHIBIT "A"

## BUILDINGS AND STRUCTURES

01/01/2025

ESTIMATE OF VALUESPARKS/REC

14	LAWN BOWLING CLUBHOUSE, 152 JESSIE STREET, WEST LORNE, N0L 2P0	94,500
15	STORAGE SHED, 152 JESSIE STREET, WEST LORNE, N0L 2P0	7,000
16	FLOODLIGHTING, 152 JESSIE STREET, WEST LORNE, N0L 2P0	15,500
17	ANIMAL SHELTER, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	152,600
18	BANDSHELL AND PAVILION, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	134,500
19	FLOODLIGHTING, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	84,600
20	PLAYGROUND EQUIPMENT, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	50,700
21	RECREATIONAL FENCING, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	76,300
22	SMALL PICNIC SHELTER, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	7,400
23	STORAGE BUILDING, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	1,100
24	SWIMMING POOLS AND POOL BUILDING, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	1,318,600
25	WASHROOM , FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	16,500
26	PLAYGROUND EQUIPMENT, E/S GRAHAM STREET, WEST LORNE, N0L 2P0	44,600
27	RECREATIONAL FENCING, E/S GRAHAM STREET, WEST LORNE, N0L 2P0	78,600
28	TENNIS AND BALL FLOODLIGHTING, E/S GRAHAM STREET, WEST LORNE, N0L 2P0	112,600
29	CLACHAN COMMUNITY HALL, CLACHAN ROAD, CLACHAN, N0P 1C0	436,100

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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

BUILDINGS AND STRUCTURES

01/01/2025

ESTIMATE OF VALUES

30	SCOUT HALL, 132 CHESTNUT STREET, WEST LORNE, N0L 2P0	146,100
31	PARKS AND REC AND WORKS BUILDING , MILLER PARK - 134 CHESTNUT ST., WEST LORNE, N0L 2P0	224,300
32	WASHROOMS, MILLER PARK - 134 CHESTNUT ST., WEST LORNE, N0L 2P0	181,300
33	RODNEY RECREATION CENTRE , 135 QUEEN STREET, RODNEY, N0L 2C0	3,366,700
34	JAIL MUSEUM , 137 QUEEN STREET, RODNEY, N0L 2C0	79,700

ROADS

8	EQUIPMENT STORAGE , 22413 HOSKINS LINE, RODNEY, N0L 2C0	320,000
9	SALT SHED, 22413 HOSKINS LINE, RODNEY, N0L 2C0	212,200
10	SAND STORAGE , 22413 HOSKINS LINE, RODNEY, N0L 2C0	132,700

SEWAGE

35	SEWAGE PUMP STATION, FURNIVAL ROAD, RODNEY, N0L 2C0	481,100
36	SEWAGE LIFT STATION, 25095 MARSH LINE, WEST LORNE, N0L 2P0	365,500
37	ADMINISTRATION AND CONTROL BUILDING, 25030 THOMSON LINE, WEST LORNE, N0L 2P0	4,898,400
38	FILTRATION BUILDING, 25030 THOMSON LINE, WEST LORNE, N0L 2P0	824,400
39	CONTROL BUILDING, 22590 PIONEER LINE, RODNEY, N0L 2C0	4,811,100
40	FILTER BUILDING, 22590 PIONEER LINE, RODNEY, N0L 2C0	760,800
41	OFFICE , 22590 PIONEER LINE, RODNEY, N0L 2C0	241,700
42	STORAGE , 22590 PIONEER LINE, RODNEY, N0L 2C0	129,300

TRAILER PARK

44	DANCE HALL, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	529,700
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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

BUILDINGS AND STRUCTURES

01/01/2025

ESTIMATE OF VALUES

45	EQUIPMENT STORAGE, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	46,400
46	OFFICE AND CONCESSION BOOTH , 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	92,900
47	PICNIC SHELTER, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	116,200
48	PLAYGROUND EQUIPMENT, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	53,200
49	WASHROOM AND SHOWER, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	47,300
50	WASHROOM AND SHOWER , 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	63,000
51	WASHROOM, SHOWER AND LAUNDRY FACILITY , 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	104,100
52	WATER PUMP HOUSE, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	60,800
53	ALDBOROUGH OLD BOYS PARK BOOTH, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	12,600

WATER

43	WATER PUMPING STATION (U/G), 22590 PIONEER LINE, RODNEY, N0L 2C0	121,000
54	WATER EQUIPMENT DEPOT, SANDFORD STREET AND ELORA STREET, RODNEY, N0L 2C0	167,100
55	WATER TOWER, SANDFORD STREET AND ELORA STREET, RODNEY, N0L 2C0	1,260,300
56	COIN OPERATED WATER STATION, FURNIVAL ROAD AND PIONEER LINE, RODNEY, N0L 2C0	35,100
57	WATER PUMP AND METERING STATION, OLD HOGG STREET, RODNEY, N0L 2C0	111,600

YACHT CLUB

58	MARINA WASHROOMS, 8545 HAVENS LAKE ROAD, RR 3, RODNEY, N0L 2C0	271,300
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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"  
BUILDINGS AND STRUCTURES  
01/01/2025

ESTIMATE OF VALUES

59	SEWAGE TREATMENT SYSTEM FOR MARINA WASHROOMS, 8545 HAVENS LAKE ROAD, RR 3, RODNEY, N0L 2C0	222,900
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**TOTALS:**

<u>BLANKET</u>	<u>SPECIFIED</u>
37,601,700	1,705,800

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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

OTHER PROPERTY (Excluding Buildings)

01/01/2025

ESTIMATE OF VALUES

ARENA

60	ARENA CONTENTS (INCLUDING SCOREBOARD), 171 GRAHAM STREET, WEST LORNE, N0L 2P0	61,300
61	FLOOR SCRUBBER, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	6,600 SCH ACV
62	ICE EDGER, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	2,700 SCH ACV
63	RESURFACER ICE SHAVER / FLOODER, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	57,800 SCH ACV
64	WEST ELGIN FIGURE SKATING CLUB CONTENTS, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	11,100
65	WEST LORNE MINOR HOCKEY CONTENTS, 171 GRAHAM STREET, WEST LORNE, N0L 2P0	33,400

FIRE

66	FIRE HALL CONTENTS AND FIRE-FIGHTING EQUIPMENT, VARIOUS LOCATIONS, RODNEY OR WEST LORNE, N0L 2C0	438,500
67	COMMUNICATIONS EQUIPMENT, VARIOUS LOCATIONS, RODNEY OR WEST LORNE, N0L 2C0	147,000
68	GENSET GENERATOR SERIAL NO. SP581229-176, VARIOUS LOCATIONS, RODNEY OR WEST LORNE, N0L 2C0	63,200 SCH ACV
69	1938 FORD BICKLE (ANTIQUE) - UNLICENSED, 158 MAIN STREET, WEST LORNE, N0L 2P0	8,000 SCH ACV

GEN/RDS/FIRE

86	ALDOBOROUGH MUNICIPAL OFFICE CONTENTS, 22413 HOSKINS LINE, RODNEY, N0L 2C0	103,000
87	COMPUTER EQUIPMENT, 22413 HOSKINS LINE, RODNEY, N0L 2C0	26,300
106	SERVICE ONTARIO CONTENTS - COMPUTER TERMINAL AND STOCK, 22413 HOSKINS LINE, RODNEY, N0L 2C0	41,300

GENERAL

121	MEDIA	500,000
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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

OTHER PROPERTY (Excluding Buildings)

01/01/2025

ESTIMATE OF VALUES

GENERAL/LIB

70	MUNICIPAL OFFICE CONTENTS, 160 MAIN STREET, WEST LORNE, N0L 2P0	27,800
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LIBRARY

71	LIBRARY CONTENTS, 207 FURNIVAL ROAD, RODNEY, N0L 2C0	20,600
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PARKS/REC

72	POOL CHANGE HOUSE CONTENTS, FAIRGROUNDS - RIDOUT STREET, RODNEY, N0L 2C0	10,300
73	LAWN BOWLING CLUBHOUSE CONTENTS, 152 JESSIE STREET, WEST LORNE, N0L 2P0	11,100
74	CLACHAN HALL CONTENTS, CLACHAN ROAD, CLACHAN, N0P 1C0	20,600
75	COMMUNITY CENTRE CONTENTS, CLACHAN ROAD, CLACHAN, N0P 1C0	14,400
76	14' LANDPRIDE AFM4014 GROOMING MOWER	8,200
77	2007 BUSH HOG RTN72 TILLER	3,600
78	2008 BEFLO GRT282 - 82" OVERSEEDER	1,400
79	95 - 48" V-PLOW WITH CONVERSION KIT AND POLAR TRAC CAB SERIAL NO. S000028	19,200 SCH ACV
80	QUICKIE LOADER M720	14,200 SCH ACV
81	TORO GROUNDMASTER 7210 SERIAL NO.S270000334	23,200 SCH ACV
82	1400 X 350' WATER IRRIGATION REEL WITH SPRINKLER, SERIAL NO. 071400 AND 5.5 HP BOOSTER PUMP	7,500 SCH ACV
83	NEW WOOD MOWER, INCLUDING ATTACHMENTS	16,300 SCH ACV
84	KUBOTA WITH ATTACHMENTS SERIAL NO. L6060HSTCC	48,500 SCH ACV
85	SERIES MT5 OFF ROAD VEHICLE WITH ATTACHEMENTS SERIAL NO.2107 - UNLICENSED	84,900 SCH ACV

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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

OTHER PROPERTY (Excluding Buildings)

01/01/2025

ESTIMATE OF VALUES

ROADS

88	2005 LANDPRIDE GRASS SEEDER, 22413 HOSKINS LINE, RODNEY, N0L 2C0	3,200
89	1993 JOHN DEERE LOADER WITH PLOW 544G, 22413 HOSKINS LINE, RODNEY, N0L 2C0	61,800 SCH ACV
90	2004 DAEWOO SOLAR 140LC-V EXCAVATOR 1371178, 22413 HOSKINS LINE, RODNEY, N0L 2C0	72,900 SCH ACV
91	1995 VERMEER BRUSH CHIPPER, 22413 HOSKINS LINE, RODNEY, N0L 2C0	25,800 SCH ACV
92	1998 CHAMPION GRADER 740, 22413 HOSKINS LINE, RODNEY, N0L 2C0	206,000 SCH ACV
93	2007 JOHN DEERE 544 JZ-BAR LOADER, SERIAL NO.616100, 22413 HOSKINS LINE, RODNEY, N0L 2C0	137,300 SCH ACV
94	5' ROTARY MOWER, 22413 HOSKINS LINE, RODNEY, N0L 2C0	10,300 SCH ACV
95	GENERATOR SMG-DP45, 22413 HOSKINS LINE, RODNEY, N0L 2C0	36,900 SCH ACV
96	JOHN DEERE AUGER, 22413 HOSKINS LINE, RODNEY, N0L 2C0	105,700 SCH ACV
97	MISC TOOLS, EQUIPMENT, MATERIALS AND SUPPLIES, 22413 HOSKINS LINE, RODNEY, N0L 2C0	206,000
98	ROADS DEPARTMENT CONTENTS AND EQUIPMENT, 22413 HOSKINS LINE, RODNEY, N0L 2C0	103,000
99	SANDING AND SNOW PLOWING EQUIPMENT, 22413 HOSKINS LINE, RODNEY, N0L 2C0	122,200
100	2015 WOODS MOWER MODEL 6040 VR3060X0B3002345STOLK CHOPPER 1244585, 22413 HOSKINS LINE, RODNEY, N0L 2C0	16,300 SCH REP
101	2005 JOHN DEERE LT CRAWLER DOZER SERIAL NO. T0550JX105159, 22413 HOSKINS LINE, RODNEY, N0L 2C0	45,000 SCH ACV
102	VERMEER MOWER M6040, SERIAL NO. 1VR3060X9HE014071, 22413 HOSKINS LINE, RODNEY, N0L 2C0	13,000
103	2017 JOHN DEERE 672G MOTOR GRADER, SERIAL NO. 1DW672GPCHD682177, 22413 HOSKINS LINE, RODNEY, N0L 2C0	392,600 SCH REP

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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

OTHER PROPERTY (Excluding Buildings)

01/01/2025

ESTIMATE OF VALUES

104	CASE 580SN WT T4, LOADER BACKHOE, SERIAL NO. NMC774260, 22413 HOSKINS LINE, RODNEY, N0L 2C0	177,300 SCH ACV
107	2024 JOHN DEERE 672GP MOTOR GRADER SERIAL. NO. 1DW672GPTRF719283, 22413 HOSKINS LINE, RODNEY, N0L 2C0	724,000
108	2024 JOHN DEERE 6120M TRACTOR, S/N 1L06120MTPG212318, 22413 HOSKINS LINE, RODNEY, N0L 2C0	197,800
<u>ROADS/PARKS</u>		
105	ROADS AND PARKS DEPARTMENTS' MISC TOOLS, 22413 HOSKINS LINE, RODNEY, N0L 2C0	22,200
<u>SEWAGE</u>		
109	SEWAGE TRAILER MOUNTED GENERATOR, 22590 PIONEER LINE, RODNEY, N0L 2C0	49,400
<u>TRAILER PARK</u>		
110	DANCE HALL CONTENTS, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	10,300
111	2004 CASE INTERNATIONAL DX33 TRACTOR WITH ATTACHMENTS, SERIAL NO.BA010162, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	30,100 SCH ACV
112	2007 KUBOTA F2880E TRACTOR, SERIAL NO.10312, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	19,700 SCH ACV
113	ALDBOROUGH OLD BOYS PARK BOOTH STOCK AND EQUIPMENT, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	5,200
114	ALDBOROUGH OLD BOYS PARK MISC CONTENTS AND EQUIPMENT, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	31,900
115	ALDBOROUGH OLD BOYS PARK VHF UNIDEN RADIOS (2), 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	1,000
116	GR 2100 KUBOTA 4000 TRACTOR/MOWER, SERIAL NO.	9,200 SCH ACV

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CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

EXHIBIT "A"

OTHER PROPERTY (Excluding Buildings)

01/01/2025

ESTIMATE OF VALUES

	ROK5462, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	
117	STORAGE CONTENTS, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	5,200
118	2007 WORKHORSE GOLF CART SERIAL NUMBER 2513931, 8650 FURNIVAL RD. - MEMORIAL PARK, PORT GLASGOW, N0L 2C0	4,500 SCH ACV
<u>WATER</u>		
119	48" KENHAR BUCKET FORKS, SANDFORD STREET AND ELORA STREET, RODNEY, N0L 2C0	900 SCH ACV
<u>YACHT CLUB</u>		
120	FISH CLEANING STATION , 8545 HAVENS LAKE ROAD, RR 3, RODNEY, N0L 2C0	70,000

**TOTALS:**

<u>BLANKET</u>	<u>SPECIFIED</u>
3,044,300	1,704,400

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## Property Additional Interest(s)

### ADDITIONAL INSURED(S):

HIS MAJESTY THE KING IN RIGHT OF ONTARIO  
AS REPRESENTED BY THE MINISTRY OF GOVERNMENT SERVICES  
With respect to Computer Equipment and Stock situate MTO Licensing Office, 217  
Furnival Road, Rodney, Ontario

Certificate

### LOSS PAYEE(S):

WEST ELGIN FIGURE SKATING CLUB  
With respect to Figure Skating Club Contents

Certificate

WEST LORNE MINOR HOCKEY  
With respect to West Lorne Minor Hockey Equipment stored at West Elgin Arena

Certificate

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ADMINISTRATION SHOULD CAREFULLY EXAMINE THIS SCHEDULE TO DETERMINE ACCURATE  
INFORMATION. ANY CHANGES OR DISCREPANCIES SHOULD BE REPORTED TO US.

POLICY EFF: 01/01/2025

MODIFIED: 13/11/2024

RISK NO: 21770

QUOTE: 526246



## Liability Additional Insured(s)

1. THE CORPORATION OF THE COUNTY OF ELGIN, but only with respect to their Agreement with the Named Insured.
2. CANADIAN NATIONAL RAILWAY COMPANY, but only with respect to their Agreement with the Named Insured for use of Railway Land located at Mile 145 on the Caso Subdivision.
3. HYDRO ONE NETWORKS INC., but only with respect to their Agreement with the Named Insured.
4. THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH, but only with respect to their Operating Agreement with the Named Insured for the West Elgin Community Centre.
5. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF GOVERNMENT SERVICES, but only with respect to their Private Issuer Agreement with the Named Insured.
6. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS, but only with respect to their Funding Agreement with the Named Insured under the Canada-Ontario Municipal Rural Infrastructure Fund Initiative - Project No.: 21770 and 18113.
7. THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO AND HIS MAJESTY THE KING IN RIGHT OF CANADA AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE AND COMMUNITIES, but only with respect to their Municipal Funding Agreement with the Named Insured for the transfer of Federal Gas Tax Revenues.
8. HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO AS REPRESENTED BY THE MINISTER OF TRANSPORTATION FOR THE PROVINCE OF ONTARIO (MTO), but only with respect to their Watermain Agreement with the Named Insured.
9. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF MUNICIPAL AFFAIRS AND HOUSING, but only with respect to liability arising out of the risk of the Named Insured and in respect of "Letter of Agreement" - OSTAR Infrastructure Initiative.
10. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF HEALTH PROMOTION, but only with respect to the "Letter of Agreement" - SUPERBUILD SCTP Initiatives.
11. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF ENERGY AND INFRASTRUCTURE AND THE MINISTER OF HEALTH PROMOTION, but only with respect to their Contribution Agreement under the RinC/Ontario REC Program.
12. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS, but only with respect to their Contribution Agreement under the Ontario Small Waterworks Assistance Program Phase Three (OSWAP III) - Intake One.
13. THE CORPORATION OF THE CORPORATION OF THE TOWN OF AYLMEER, THE CORPORATION OF THE MUNICIPALITY OF BAYHAM, THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN, THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH, THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD, THE CORPORATION OF THE CITY OF ST. THOMAS, THE CORPORATION OF THE TOWNSHIP OF MALAHIDE AND THE CORPORATION OF THE COUNTY OF ELGIN, but only with respect to their Mutual Assistance Agreement with the Named Insured for Emergency Services
14. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTRY OF GOVERNMENT SERVICES, but only with respect to their agreement with the Named Insured for Computer Equipment and Stock Located at Service Ontario Licensing Office, 217 Furnival Road, Rodney.
15. HIS MAJESTY THE IN RIGHT OF ONTARIO, AS REPRESENTED BY THE MINISTER OF AGRICULTURE, FOOD AND RURAL AFFAIRS AND ASSOCIATION OF MUNICIPALITIES OF ONTARIO (AMO) But only with respect to Ontario's Main Street Revitalization Initiative Funding Agreement with the Named Insured
16. THE CORPORATION OF THE TOWN OF AYLMEER, THE CORPORATION OF THE MUNICIPALITY OF

## Liability Additional Insured(s)

BAYHAM, THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN, THE CORPORATION OF THE MUNICIPALITY OF DUTTON/DUNWICH, CORPORATION OF THE TOWNSHIP OF MALAHIDE, AND THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD, but only with respect to their Intermunicipal Agreement for Joint Ownership of Fire Communication Equipment

17. HIS MAJESTY THE KING IN RIGHT OF ONTARIO AND HIS MAJESTY THE KING IN RIGHT OF CANADA, THEIR RESPECTIVE MINISTERS, OFFICERS, SERVANTS, AGENTS, APPOINTEES AND EMPLOYEES, with respect to the Transfer Payment Agreement with the Named Insured for the Investing in Canada Infrastructure Program (ICIP) Public Transit Stream.

## EXHIBIT 'B'

## AUTOMOBILE FLEET SCHEDULE

## FIRE

1	94	FREIGHTLINER PUMPER/TANKER	849568
2	98	GMC/CSR	517868
3	00	HUB RESCUE TRUCK	G59605
4	05	FORD PICKUP	C82730
5	07	INTL FIRE & RESCUE TRUCK	470303
6	18	INTERNATIONAL CHASSIS	418762
7	18	INTERNATIONAL CHASSIS	418761

## PUBLIC WORKS

8	19	GMC SIERRA	151249
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## RECREATION

9	10	CWT DUMP TRAILER	003935
10	13	FORD F150 2WD	D11876
11	11	FORD F250 4WD	C89308
12	11	FORD F250 4WD	D00595

## ROADS

13	13	FORD F150 4WD	F45335
14	12	FORD F350 SD	C89337
15	00	WALTON TANDEM TRAILER	023063
16	09	INTERNATIONAL TRUCK	155986
17	10	INTERNATIONAL 70S	249576
18	11	GMC 2500 SIERRA 4WD	111045
19	14	INTERNATIONAL	799399
20	14	FORD F150 PICKUP	F37949
21	15	TANDEM TRAILER	155611
22	15	VERMEER TRAILER	914947
23	16	INTERNATIONAL TRUCK W/PLOW	221220
24	18	DODGE RAM 1500	268895
25	92	PACE AME TRAILER	251207
26	21	FREIGHTLINER SD	MN8237
27	00	HOMEMADE TRAILER	

## WATER DEPT

28	14	DODGE RAM VAN	475115
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ADMINISTRATION SHOULD CAREFULLY EXAMINE THIS SCHEDULE TO DETERMINE ACCURATE INFORMATION. ANY CHANGES OR DISCREPANCIES SHOULD BE REPORTED TO US.

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN  
EXHIBIT "B"  
AUTOMOBILE SCHEDULE

<b>VEHICLE#</b>	<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>ALL PERILS DEDUCTIBLE</b>
1	2024	FORD	G5	1FD4E4FN6RDD03193	10,000

ADMINISTRATION SHOULD CAREFULLY EXAMINE THIS SCHEDULE TO DETERMINE ACCURATE INFORMATION.  
ANY CHANGES OR DISCREPANCIES SHOULD BE REPORTED TO US.



## Staff Report

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**Report To:** Council Meeting

**From:** Magda Badura, CAO/Treasurer

**Date:** 2024-12-19

**Subject:** Compensation Policy for Non-Unionized Employees and Wage Increases

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### **Recommendation:**

That West Elgin Council hereby receives the draft copy of the compensation policy from M. Badura, CAO/Treasurer and That, West Elgin council approves the policy as presented.

And That; West Elgin Council repeal policy HR-3.6 – Compensation Policy and 2020-10 Short-term Acting Positions policy.

And That; West Elgin Council approves wage increase of 2.0% in accordance with the October's Statistics Canada Ontario Consumer Price Index (CPI) for All Goods.

And That; West Elgin Council approves revised 2025 Employee Remuneration schedule for Seasonal Employees.

### **Purpose:**

The purpose of this report is to establish a structured, fair, and transparent framework for determining employee compensation and recommending pay adjustments for all municipal staff and council, effective January 1, 2025.

### **Background:**

In January 2023, West Elgin council took a critical step toward modernizing its compensation practices by retaining a consultant to review its compensation program. This initiative resulted from a long-standing need to address issues surrounding pay equity, internal equity, and market competitiveness—areas that had not been reviewed since 2015.

The Consultant's work began with a deep dive into the organizational structure, starting with the existing salary grid, which consisted of 13 pay bands adjusted annually for cost-of-living increases based on the Municipality's ability to pay. Despite these adjustments, it was evident that the compensation structure fell behind the competitive market, particularly given the challenges of attracting and retaining talent in the municipal sector. Additionally, an Organizational Review Report from January 2020 highlighted the importance of updating job descriptions, supporting succession planning, and ensuring appropriate pay rates.

In January 2024, the Consultant met with staff to refine project objectives and finalize tools, systems, comparators, and processes. To ensure the accuracy of their evaluation, updated job descriptions were reviewed and revised to reflect current job duties and qualifications. A new 12-factor Job

Evaluation System was introduced, designed to measure skill, effort, responsibility, and working conditions. This system, widely used in the municipal sector, provided a standardized and equitable approach to evaluating all positions. It also ensured compliance with the Pay Equity Act by addressing historical and systemic pay differences.

The Consultant's analysis extended to a custom market study, comparing West Elgin's compensation with nine municipal organizations selected based on geographic proximity, scope of services, and organizational size. The findings revealed that, on aggregate, West Elgin compensated employees below the 50th percentile of the competitive pay market. This gap was more pronounced in certain positions, underscoring the need for adjustments to the salary grid.

The attached policy prepared for the council's review is addressing key issues of pay equity review consisting of internal equity, pay equity, market competitiveness and organizational growth.

This policy aligns with legislative requirements and supports the recruitment, retention, and motivation of qualified staff. Therefore, staff recommend adopting the Non-Union Employee Pay Policy to ensure fair, competitive, and consistent compensation practices across the Municipality of West Elgin. This policy aligns with legislative requirements and supports the recruitment, retention, and motivation of qualified staff.

In parallel with the compensation review, the Council endorsed a Pay Administration Policy, which outlined procedures for annual adjustments to the pay grid. These adjustments were tied to the Ontario Consumer Price Index (CPI) for All Goods. For 2025, a proposed 2% adjustment aligned with the CPI is recommended, covering all staff categories, including full-time, part-time, seasonal, all unionized employees, firefighters, and Council members.

Please note that since the Municipality and Union have been unable to reach agreement, the collective agreement expired on December 31, 2023. Earlier this year, the Municipality implemented the terms and conditions of employment for all unionized employees and therefore I recommend that CPI increases be applied to this group as well.

On October 1, 2024, the province announced new minimum wage requirements: \$17.20 per hour for most jobs and \$16.20 per hour for students under 18 working 28 hours or less per week. The attached 2025 Seasonal Employee Remuneration has been updated to reflect these changes.

Additionally, the PGTP Supervisor pay grid has been increased and aligned with the pay grid for non-unionized employees in supervisory roles.

**Financial Implications:**

2025 Operating Budget deliberations

**Policies/Legislation:**

Repeal Policy HR-3.6 – Compensation Policy  
Repeal 2020-10 Short-term Acting Positions

Respectfully submitted by,



**Report Approval Details**

Document Title:	Compensation Policy - 2024-56-Administration Finance.docx
Attachments:	<ul style="list-style-type: none"><li>- Pay Administration Policy - Final Copy.pdf</li><li>- HR-3.6 Compensation Policy.pdf</li><li>- 2020-10 - Short Term Acting Positions.pdf</li><li>- 2025 Seasonal Employees Remuneration.pdf</li></ul>
Final Approval Date:	Dec 16, 2024

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

Terri Towstiac



## Human Resources

### Policy and Procedure Manual

<b>Title: Pay Administration</b>	
<b>Number:</b>	<b>Type: Policy</b>
<b>Effective Date:</b>	<b>Last Review Date:</b>
<b>Approval:</b>	<b>Review Frequency: 4 Years</b>
<b>Applies to: All Non-Union Staff</b>	

**Purpose:**

The purpose of this policy is to:

- Attract and retain qualified employees a fair, consistent, and competitive pay program.
- Comply with the Ontario Pay Equity Act and promote the concept of equal pay for work of equal value.
- Achieve all three pay equities: internal, external (market check) and statutory.
- Interpret and apply the policy in a manner consistent with all applicable employment statutes including the Human Rights Code and Employment Standards Act.
- Establish and maintain annual pay bands.
- Outline how staff can earn pay increases through step movements and annual adjustment through performance reviews.
- Establish and maintain a consistent job evaluation process.
- Maintain updated job descriptions.
- Describe all significant pay administration procedures.

**Application:**

This policy applies to all non-union employees of the Municipality of West Elgin immediately upon hire.

**Responsibility:**

The CAO, under the direction from Council will

- Implement, administer and monitor this policy
- Recommend to Council, amendments to this policy, which must be approved by Council.
- Ensure all pay increases under this policy are appropriately budgeted for and subject to the finances of the Municipality of West Elgin.
- Conduct a formal review of this policy every four years and bring any recommendations to Council for approval.

**Policy:****Pay Band System**

- Most non-union Municipality of West Elgin positions are included in the pay band system. Certain Contract, Seasonal and Student positions are excluded.
- The Municipality uses a job evaluation methodology to score positions.
- When scoring positions, it is important to ensure that the position and not an employee in the position is being scored.
- All positions included in the pay band system are evaluated and scored based on a range from 250 to 1180.
- The score range is divided into 12 Pay Bands, with 1 being the lowest point range (250 to 299) and 12 being the highest point range (1075 to 1180).
- Based on the score out of 1180, each position is assigned to the corresponding pay band.
- Each pay band has six (6) steps. Each step increases by 4% over the previous step as illustrated below:
  - Step 1 – Base Rate (82.193% of the job rate)
  - Step 2 – 4% increase (85.480% of the job rate)
  - Step 3 – 4% increase (88.900% of the job rate)
  - Step 4 – 4% increase (92.456% of the job rate)
  - Step 5 – 4% increase (96.154% of the job rate)
  - Step 6 – 4% increase (100%) Job rate (highest rate)
- Each step on the pay grid is expressed as an hourly rate which excludes all benefits.
- All hourly paid staff are paid at the hourly rate at their assigned step.
- All salaried staff are paid an annual salary at their assigned step.
- All staff are at a certain full step at any time. Placement at partial steps or outside their pay band is not permitted.
- New staff will normally be hired at Step 1 (Base Rate). If the new hire has experience and/or qualifications for the position, the person can be hired at a higher rate subject to CAO approval. No staff should be hired at a rate below the base rate or above job rate for the position.
- Supervisors and Department Heads shall not promise any starting pay or pay increases to prospective staff or existing staff until approved by the CAO.

**The Job Evaluation Process for New Positions**

If a new position is created the following procedures are followed:

- A Job Description (JD) in the standard format is created by the Department Head.
- The new JD is then submitted to the CAO for consideration and approval.

- The job evaluation (score) of the position will be determined by the CAO (with assistance from an external consultant if needed) using the West Elgin Job Evaluation tool.
- The Job Description and wage grid placement for the position is submitted to Council for approval.
- The new position will be placed in the appropriate pay band based on the score from the job evaluation.
- Upon hiring, and at regular intervals, the incumbent and department head should review and sign the JD and the signed copy will be placed in the incumbent's personnel file.

### **The Job Evaluation Process for Existing Positions**

If the duties and/or responsibilities of an existing job change substantially the following procedures are followed:

- A Job Description (JD), in the standard format, is updated by the Department Head.
- The revised JD is then submitted to the CAO for consideration and approval.
- The job evaluation (score) of the position will be determined by the CAO (with assistance from an external consultant if needed) using the West Elgin Job Evaluation tool.
- The revised JD and pay grid placement is submitted to Council for approval.
- The incumbent in the existing job and the department head will sign the JD and the signed copy will be placed in the incumbent's personnel file.
- The revised position will be placed in the pay band based on the new score from the Job Evaluation process. The step placement will be dependent on the incumbent's experience and qualifications. Any position changes that result in reclassification in the pay grid should be reviewed and approved prior to budget approval.
- Every employee has the right to review the evaluation of their position and placement in the West Elgin Pay Grid. To initiate a review, the employee should contact the CAO.

### **The Job Description (JD) Ongoing Maintenance**

- A complete and accurate JD in the standard format will be maintained for all positions.
- The JD will be reviewed and updated each year during the annual performance review.
- All changes to a JD will be approved by the affected staff member, the appropriate supervisor, and the CAO. A copy of the approved job description will be kept in the staff member's personnel file.
- The current approved job descriptions will be used to evaluate all positions for statutory pay equity and pay banding purposes.

**Performance Reviews**

- Performance reviews are conducted annually within 1 month of the Employee's anniversary date to determine eligibility for a potential anniversary date step increase and annual adjustment.
- Pay reviews are conducted at the same time as annual performance reviews.
- All pay increases (either a step movement or annual adjustment) require at least satisfactory performance.
- Employees with performance issues may have their pay increase (step movement and/or annual adjustment) held back and a performance improvement plan (PIP) implemented. PIPs are usually for three months. The affected employees will not receive their pay increase until their performance improves. Any subsequent pay increase will not be retroactive.

**Pay Band Annual Adjustment**

- Each year on January 1 the entire pay grid may be adjusted by a % using an established formula. The formula used is the annual Statistics Canada Ontario CPI Ontario for all goods for the 12 months ended October 31 each year.
- The job rate will increase by the annual adjustment and the other five steps calculated as a % of the job rate.
- The annual adjustment is not automatic each year. It depends on the Municipalities finances and affordability and is subject to annual Council approval.
- If the formula each year results in a negative % the pay grid will remain the same as the previous year. In the following year, the negative % will be netted against a positive %.
- If Council approves an annual adjustment, all staff with at least satisfactory performance in the latest Performance Review will have their pay increase by the amount of the increase in their step.

**Pay Band Step Movements**

- In addition to the annual pay band adjustments, staff are eligible for step movements (merit increases) through the pay band for their position based on satisfactory individual job performance and Council's overall budget approval.
- Satisfactory performance is defined as achieving annual goals and satisfactory performance of key measurables as arranged with the Department Head and/or CAO.
- New staff on probation are not eligible for a step movement. Once a new staff member successfully completes their probation, a step movement may be possible as set out in their employment agreement. All employment contracts are prepared by the CAO.
- Step movements take place on the anniversary date of their hire. After probation, to be eligible for the next step movement, the staff member must have at least six months employment in the old step.
- It is expected that the longer staff members work at their West Elgin job the more effective and efficient they become in their position. As a result, it is standard practice,

subject to Council overall budget approval and satisfactory individual job performance, to award one step movement per year of active employment until the staff member reaches the job rate in their pay band. If an individual has all active employment, they will normally reach the job rate in their pay band within five years of their start date.

- If a new staff member is hired at a rate higher than step 1, the number of years required to reach job rate is reduced accordingly.
- The pay rate for a position cannot exceed Step 6 (Job Rate) for a position.
- Part-time and casual staff members will earn a step movement in their pay band after accumulating the equivalent number of hour to a typical full-time position (ie. 2080 hours). For example, if a part time employee starts at step 1 on January 1, 2020, and works 1040 hours (50%) per year they will move to step 2 in their pay band on January 1, 2022, not January 1, 2021. This practice has been adopted to ensure consistency in step movements between full and part-time staff. Individual circumstances will be considered.
- Active employment is defined to mean working on the job. Time spent on any leave is deemed inactive employment and does not count towards qualifying for a pay band step movement. Examples of leaves are pregnancy, parental, short-term disability, or long-term disability. For example, an individual on a pregnancy and parental leave for one year (and no other leave) would achieve the job rate on their 5th Anniversary of employment with West Elgin, rather than on their 4th Anniversary. This rule of active employment may not apply to other West Elgin compensation entitlements such as vacation.
- Once a staff member has reached Step 6 (Job Rate) their pay rate is frozen at Step 6 (Job Rate), and they are eligible only for the approved annual adjustment and any approved market adjustment.
- All step movements require the approval of the CAO and the overall budget approval of Council.

### **Market Check**

- Every four years the entire pay band grid will be compared to "the market" to ensure the Municipality is paying employees fairly and achieving external equity.
- The external wage market will be continually monitored for changes to determine whether a comprehensive market check should be completed before the four-year mark.
- The median (50th percentile) of the job rate of the comparators will be used. This comparison may involve contracting an external consultant to perform an independent market check. The council will approve the selection of comparators.
- The overall pay band may increase, decrease, or remain the same as the result of this comparison.
- No employee's pay will be reduced because of this exercise. However individual pay may be red circled until the pay band for their position catches up to their current pay.

Employees in this situation will not be eligible for the annual pay adjustment until their pay is equal to or exceeds the job rate in their band.

- Since West Elgin is achieving the three pay equities (external, internal and statutory) the job rate of individual pay bands will be close to market but may end up slightly above or slightly below the 50th percentile of the job rate of the comparators.
- The council will approve the market check and the implementation of the results.
- If the market check results in substantial pay increases these may be phased in over more than one year.

### **Temporary Market Adjustments**

- Occasionally, due to extraordinary labour market conditions for certain skilled positions, a temporary market adjustment in addition to the pay at the appropriate step may be required.
- Temporary market adjustments will be awarded for a period of up to one year. All temporary market adjustments will be reviewed annually to see if they are still appropriate. The Statutory pay equity requirements of such an adjustment will be researched before proceeding.
- The temporary nature and related procedures of these market adjustments will be clearly communicated in writing to any staff member receiving such a pay award.
- All temporary market adjustments must be approved by Council.

### **Promotions**

- Employees promoted to a different position that is evaluated at a higher pay band than their present job, shall move to a step which reflects their degree of proficiency for the new position as recommended by their Supervisor and approved by the CAO. The employee's new pay will not be less than their pay at the old position.
- After 180 days, an employee in a new position will have their job performance reviewed.

### **Demotions**

- Employees demoted to a different position that is evaluated at a lower pay band than their present job, shall move to a step which reflects their degree of proficiency for the new position as recommended by their Supervisor and approved by the CAO.
- The employee's new pay may be less than their pay at the old position, however sufficient working notice with pay at their higher rate to comply with the requirements of the Employment Standards Act will be required before the lower rate of pay is implemented.
- If their pay is maintained at a rate above the job rate for their new position, their pay will be red circled.
- After 180 days, an employee in a new position will have their job performance reviewed and a step movement considered.

**Appointments to "Acting" Positions**

- Employees temporarily appointed by the CAO and/or Council to a position with responsibilities higher than those of their present job for more than 20 consecutive working days, may receive an increase of their regular pay for the duration of the temporary appointment. The pay increase would be effective on the date of the responsibility change.
- The pay increase will be kept separate from their regular hourly rate and paid as an 'acting payroll increase'.
- At the end of the acting appointment, the employee will resume their previous position at the step and pay rate existing at the time of the appointment plus any annual adjustments or merit adjustments due.
- The Acting Pay increase shall be 10% of their current pay rate.

**Contract, Seasonal and Student Employees**

- Certain contract, seasonal and student employees of West Elgin may not be part of the pay banding system.
- Contract employees will receive pay increases according to the terms of their contract.
- Attempts will be made to make these dates and pay increases consistent with other pay administration procedures when practical.

**Other Compensation Policies**

- Other compensation policies such as acting assignment pay, bereavement leave, employee benefits, hours of work, overtime, statutory holidays, vacation etc. are covered elsewhere in the West Elgin Employee Manual.

**Revision History:**

Version	Effective Date	Revision Notes
HR-3.6	11/12/2020	Repealed

**Related Policies, Procedures and Documents:**

- Employment Agreements
- Performance Management Policy
- All the policies in this section

**Municipality of West Elgin**

**Schedule "B" to By-Law #2020-77**

**Policy HR-3.6  
Compensation Policy**

**Effective Date: November 12, 2020**

Review Date:

**1 Policy Statement**

To outline the financial compensation program applicable to all employees.

**2 Policy**

A schedule of salaried and hourly rates for all employees shall be set and administered according to scales established annually by Council, upon recommendation of the Chief Administrative Officer (CAO).

**2.01 Anniversary Date**

The anniversary date is a date established for each employee to which compensation changes are tied. It may be an employee's hire date, the employee's start date in a new position, or another change date, as determined by Department Head and approved by the CAO.

**2.02 Merit Increases**

Merit Increases will be considered following successful completion of the probationary period (See HR-3.4).

Annual merit increases of no more than one step within a pay grade may be granted to a salaried or hourly employee who, in the opinion of the Department Head, is performing satisfactorily. Merit increases are not to be considered automatic. If an increase is denied, the Department Head will advise the employee of the reason for denial.

Hourly and salaried employees' compensation grid consists of five (5) Steps. All positions have four (4) increases at twelve (12) month intervals or Full Time Equivalent (FTE) hours to a maximum of forty-eight (48) months or FTE hours for maximum rate of pay.

To be eligible for an increase, the employee must have received a performance review since their last merit increase.

Merit increase must be approved by the Department Head and the CAO.



### 2.03 Deferment of Merit Increase for Reason of Performance

Pay level step progression may be deferred where an employee fails to perform to the required standards of the position. Such deferral requires the approval of the Department Head and CAO.

In such cases, the employee shall be advised of the planned deferral and of the reasons for same. The employee shall be notified sufficiently in advance of the merit increase date to provide the employee with reasonable opportunity to improve.

If the employee's performance has not improved by the merit increase date, an increase may be deferred for a period of up to six (6) months during which time the employee's performance should be reviewed at least monthly. If no satisfactory improvement is noted, the increase may be deferred up to an additional six (6) months. In such circumstances, dismissal may also be considered.

Where an employee has been denied a merit increase due to unsatisfactory performance and the performance improves during the deferment period to warrant a merit increase, the merit increase may be paid retroactively or delayed until the next merit increase date, at the discretion of the Department Head and with approval of the CAO.

### 2.04 Promotion

An employee who is promoted shall receive the rate of pay in the pay scale of the new position which is next higher to one's present rate of pay except that:

- i) Where such change results in an increase of less than four (4) percent, the employee shall receive the next higher step progression in the pay scale; and
- ii) An employee's new rate of pay shall not exceed the maximum pay rate of the new pay scale.

In all cases, a new anniversary date is established which is based on the effective date of promotion.

### 2.05 Demotion

A demotion occurs when an employee is assigned to a position with a lower hourly or salaried rate of pay. This may occur due to a change in duties due to re-organization; re-assessment of the position; cessation of a market adjustment; position elimination with no available and suitable vacancy at same level; or a voluntary demotion at employee request to an available and vacant position.

In such cases, remuneration shall be treated as follows:

- i) Where an employee's rate of pay is equal to or greater than the maximum rate of pay of the new position, the employee shall receive the maximum pay rate of the new position;
- ii) Where an employee's rate of pay is within the pay scale of the new position, the employee shall be red-circled until such time as the next step progression in the pay scale of the new position catches up to or exceeds the employee's red-circled rate of pay;

In all cases, a new anniversary date is established which is based on the effective date of the demotion.

#### 2.06 Lateral Appointment

When an employee is appointed to a different position at the same pay scale as the position which the employee previously held, there will be no change in the hourly or salaried rate of pay. Similarly, the anniversary date will remain unchanged.

#### 2.07 Acting Appointment

An acting appointment may occur in a number of circumstances. This includes when there is a new vacancy due to resignation, termination, re-classification, the creation of a new position, an approved leave of absence, and an absence due to illness or injury (occupational or non-occupational).

An appointment is deemed acting when an employee is made specifically accountable for the duties of a position in a higher pay scale. An acting appointment shall normally not exceed twelve (12) months. For continuation beyond that period, a determination will be made regarding the status of the position. If the position is deemed permanent, it shall be posted consistent with policy (see HR-3.1).

An acting appointment requires an employee be appointed by Council or the CAO and Department Head to perform the duties of a higher classification for a period of thirty (30) calendar days or more.

Such employees shall be appointed at the pay level of the position they are acting in, and shall receive the rate in the pay level of the new classification which is next higher to their present rate. Where such change results in an increase of less than four (4) percent, the employee shall receive the next higher step in the pay level of the new classification. An employee's acting rate shall never exceed the maximum of the acting position's pay level range (the "job rate").

Acting pay commences when the employee commences the acting assignment. If the duration is unknown, acting pay shall commence after thirty (30) calendar days and paid retroactively to the start of the acting appointment.

Employees on acting assignment in excess of one (1) calendar year will be considered for a pay level step increment in their acting pay level.

An employee returning from an acting appointment to their former position will return to their pay level and step position they would have received had the acting appointment not occurred.

## 2.08 Employee Redeployment

Redeployment of an employee to an alternate position/work assignment or hours of work/shift within any department of the municipality may only occur in exceptional circumstances, such as:

- i) A shortage of work for a position in a current work location and/or department;
- ii) A need for additional work in a position in a different location and/or department;
- iii) Assistance required in an emergency situation.

Employee redeployment may consider the skills and abilities for a redeployed position and the transfer will be made at the discretion of the CAO and Department Head. The selection and scheduling of employees for redeployment will be based on management's assessment of suitability and availability of any such position.

The municipality may implement flexible and/or innovative scheduling arrangements. This may include shift work, work from home arrangements, and scheduling redeployed employees to work in alternative municipal facilities or locations.

A redeployed employee will be paid the higher rate of either their regular pay or the rate of the redeployed position.

**Municipality of West Elgin**

**Schedule "A" to By-Law #2020-68**

**Policy #2020-10  
Short-Term Acting Positions**

**Effective Date: September 24, 2020**

Review Date:

**Policy Statement**

This policy establishes short-term acting positions in the absence of a Supervisor and CAO/Treasurer.

**Policy**

In the absence of one of the Supervisors in the Operations & Community Services Department for a period of one or more days the Supervisor II shall assume the acting responsibilities for the specified period of time.

The delegation of the responsibilities and duties shall allow for a 10% addition to the Supervisor II hourly wage for the specified period of time.

In the absence of the CAO/Treasurer for a period of one or more days the Clerk would be in charge, unless specified in writing.

**Responsibilities**

The CAO/Treasurer and Manager of Operations & Community Services shall follow this policy.

2025 Employee Remuneration - Seasonal

2025

**SEASONAL**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Supervisor - Life Guard	20.20	20.70	21.20	21.70	22.20
Life Guard	18.20	18.70	19.20	19.70	20.20
Seasonal Operator - Roads/Parks & Rec/Water	17.20	17.70	18.20	18.70	19.20
Port Glasgow Trailer Park Supervisor					\$ 47,444.63
Port Glasgow Trailer Park Assistant					\$ 18,988.85



**Staff Report**

**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2024-12-19  
**Subject:** 2024 EI Premium Reduction

**Recommendation:**

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

That West Elgin Council hereby approves payment from the Premium Employment Insurance Rate reduction to all full-time employees in the total amount of \$1,936.35, being 5/12 of the total savings of \$4,647.23 realized by West Elgin in 2024.

**Background:**

The Municipality of West Elgin is eligible for the Municipal Government reduced rate of Employment Insurance (EI) contribution. The EI premium rate is 1.4 x the EI deduction from an employee's pay. The Municipality of West Elgin's contribution to EI is 1.177 x the employee's deduction for EI. The Savings realized by the Municipality for 2024 is \$4,647.23. According to Employment Insurance Act Paragraph 68(1)(c) of the EI Regulation, the Municipality of West Elgin is responsible for returning at least 5/12 of the savings from the premium rate reduction to all employees for whom the reduced rate applies. As of PP26 there are 18 full-time employees on payroll and they will receive prorated amount based on their last 12 months of service.

EI Premium Rate @ 1.4	\$ 23,046.83
Municipal Portion @ 1.177	<u>\$ 18,399.60</u>
Total Savings	\$ 4,647.23
Employee Payout ( <sup>5</sup> / <sub>12</sub> )	\$ 1,936.35

**Financial Implications:**

None

**Policies/Legislation:**

*Employment Insurance Act, Paragraph 68(1)*

### Report Approval Details

Document Title:	2024 EI Premium Reduction - 2024-54-Administration Finance.docx
Attachments:	
Final Approval Date:	Dec 16, 2024

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

Terri Towstiuć



## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2024-12-19  
**Subject:** Next steps for Port Glasgow Trailer Park lands

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### **Recommendation:**

That West Elgin Council receives the report from M. Badura, CAO/Treasurer re: Next steps for the Port Glasgow Trailer Park lands; and That West Elgin council chooses the following recommendations:

**Recommendation #1** That West Elgin Council considers operating the park for the 2025 calendar year and directs staff to bring 2025 PGTP Fees and Charges By-Law for review and approval at the next meeting of council.

**Recommendation #2** That West Elgin Council provide trailer park residents the opportunity to submit offers for consideration; and that the offer be submitted no later than June 30th, 2025.

**Recommendation #3** If no satisfactory offer is received from trailer park residents, it is recommended that the property be advertised for sale on the open market to ensure the Municipality receives fair market value.

**Recommendation #4** (Optional) Staff recommends that Council direct the procurement of a professional appraisal to determine the current market value of the trailer park.

### **Purpose:**

The purpose of this report is to provide West Elgin Council with important background information on lands occupied by the trailer park and provide recommendations on the next steps after the land has been declared surplus.

### **Background:**

At the November 14th Council meeting, West Elgin Council heard three delegations from residents of the Port Glasgow Trailer Park (PGTP), expressing concerns about the park's future. Some residents emphasized its role as their permanent residence, highlighting uncertainties surrounding potential sale discussions. However, Council holds the responsibility to prioritize decisions that benefit the entire West Elgin community. This report evaluates the current situation, future use, development potential, and the advantages of selling the trailer park, offering several recommendations aligned with municipal goals.

The Port Glasgow Trailer Park, located at 8650 Furnival Road, covers approximately 10 hectares (25 acres) and is part of the Lakeshore Area under the West Elgin Official Plan. Zoned as a



Recreational Vehicle Park (RVP) under the West Elgin Zoning By-law, it was acquired in 1986, and the Municipality assumed operational control on January 1, 2000.

Operating seasonally from May 1 to October 31, the trailer park is a significant municipal asset, hosting over 150 trailers and more than 300 residents. However, its operations divert municipal staff from essential functions and capital projects. Despite its scale, the trailer park has operated outside the Municipality's core responsibilities and offers limited benefits to the general community.

The trailer park is currently designated as a seasonal recreational use area under the Port Glasgow Secondary Plan. Any change to this designation would require an amendment to the Official Plan, reflecting the need for careful consideration of planning policies and development constraints.

### **Development Constraints**

The proximity of the property to Lake Erie and existing ravines significantly limits redevelopment opportunities, particularly for permanent residential use. Approximately half of the land is unsuitable for redevelopment due to natural constraints, including environmental sensitivities and terrain challenges. While the property is serviced by municipal water, it lacks sanitary sewer infrastructure. The existing system in Rodney cannot accommodate additional load from the property, and relying on septic systems for a subdivision development would be unsustainable and potentially environmentally damaging.

### **Environmental Considerations**

Environmental guidelines, informed by consultations with the Lower Thames Valley Conservation Authority, advise against significant development near the Lake Erie shoreline. The area is subject to environmental risks, such as erosion and flooding, further restricting the scope of feasible redevelopment.

### **Official Plan Guidance**

The updated Official Plan prioritizes growth within settlement areas and promotes land use strategies aligned with this directive. A shift in land use to allow permanent residential development on the trailer park property would conflict with these goals and undermine the plan's broader objectives.

### **Economic and Tourism Value**

As a seasonal recreational facility, the trailer park supports tourism and contributes to the Municipality's diversified economic base. Maintaining this use aligns with the Municipality's strategy to sustain a robust tourism industry while ensuring an appropriate mix of land uses. The park serves as a valuable asset for attracting seasonal visitors and bolstering local businesses.

### **Benefits of Selling the Trailer Park**

Selling the trailer park presents several advantages that align with the Municipality's financial and operational priorities.

### **Increasing the Tax Base**

Currently, as municipal property, 72% of the park's assessment value is excluded from taxation. Upon its sale, the property would be reassessed, generating a significant increase in annual taxation revenue, which could contribute to the Municipality's financial health.

### **Funding Critical Infrastructure Projects**

The proceeds from selling the park could be directed toward critical municipal infrastructure projects, such as road repairs and utility upgrades. These improvements would directly benefit the community at large and enhance essential services.

### **Focus on Core Municipal Functions/ Municipal Jurisdiction**

Owning and operating the trailer park places a strain on municipal resources, particularly during the active season. Selling the park would allow municipal staff to redirect their efforts toward core responsibilities, improving operational efficiency.

The operation of the trailer park benefits the residents of the trailer park but not the public at large. Ontario municipalities have a mandate to provide services for the public. The trailer park operations may reasonably be characterized as a commercial activity for the benefit of very few residents that do not have special needs. As such, the management of the trailer park could reasonably be characterized as outside the jurisdiction of the Municipality.

### **Equity and Sustainability**

A sale conducted at fair market value would prioritize the interests of the broader community, ensuring equitable treatment and fostering long-term financial sustainability for the Municipality.

### **Reserve Funds**

The PGTP Reserve Fund balance as of December 31, 2023, stands at \$741,506. These reserves were established to ensure the general tax base does not subsidize the park's operations or capital improvements. The funds belong to the Municipality, and only West Elgin Council holds the authority to redirect them.

### **Recommendations**

The reason why there are four recommendations is to provide Council with multiple options while ensuring that trailer park residents are taken care of and given sufficient notice to prepare accordingly. The recommendations are as follows:

1. Operate the Trailer Park for 2025: That West Elgin Council considers operating the park for the 2025 calendar year and directs staff to bring the 2025 Port Glasgow Trailer Park (PGTP) Fees and Charges By-Law for review and approval at the next council meeting.
2. Offer Opportunity to Residents: That West Elgin Council provide trailer park residents the opportunity to submit offers for consideration, with a submission deadline of June 30, 2025.
3. Advertise for Sale if No Satisfactory Offers: If no satisfactory offer is received from trailer park residents, it is recommended that the property be advertised for sale on the open market to ensure the Municipality receives fair market value.

4. Obtain a Professional Appraisal (Optional): Staff recommends that Council direct the procurement of a professional appraisal to determine the current market value of the trailer park.

**Conclusion**

In conclusion, while the trailer park offers tourism and economic value in its current form, its environmental constraints, infrastructure limitations, and operational demands suggest that selling the property could provide significant benefits. By doing so, the Municipality can enhance its financial position, invest in critical infrastructure, and better focus on its core functions, all while aligning with its Official Plan and long-term goals.

**Alignment with Strategic Priorities:**

<b>Infrastructure Improvement</b>	<b>Recreation</b>	<b>Economic Development</b>	<b>Community Engagement</b>
☒ To improve West Elgin’s infrastructure to support long-term growth.	☒ To provide recreation and leisure activities to attract and retain residents.	☒ To ensure a strong economy that supports growth and maintains a lower cost of living.	☒ To enhance communication with residents.

Respectfully submitted by,

Magda Badura, CAO/Treasurer

**Report Approval Details**

Document Title:	Next steps for Port Glasgow Trailer Park lands - 2024-58-Administration Finance.docx
Attachments:	
Final Approval Date:	Dec 17, 2024

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

Terri Towstiuć



## Staff Report

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**Report To:** Council Meeting  
**From:** Magda Badura, CAO/Treasurer  
**Date:** 2024-12-19  
**Subject:** Sale of Lands Update

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### **Recommendation:**

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Sale of Lands for information only.

### **Purpose:**

The purpose of this report is to provide council a status update on the lands listed for sale, second time around from November 13 – December 13, 2024. Unfortunately, no bids were received and therefore we will be taking the ad down.

### **Background:**

Over the past two months, we have advertised two lots on Center Street for sale. Despite our efforts, there was no interest during this second round of advertising. A detailed summary of the advertised lots is provided below.

Account: West Elgin, ON - Real Estate (20641)

Yesterday, you had assets close with no bids:

Asset ID: 5

Description: 0.61 Acre Residential, Vacant Lot

Start: \$14,000.00

Auction Dates: 11/13/2024 9:14 AM - 12/13/2024 3:00 PM

POC:

Tier: General Public (18928)

Category: Vacant Land - Residential

Sale Type: Online Auction

# of Auction Records: 2

Reserve: \$0

Hits: 3684

Visits: 1753

Watchers: 21

Lot: 20641-5

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Asset ID: 4  
Description: 0.77 Acre Residential, Vacant Lot  
Start: \$112,000.00  
Auction Dates: 11/13/2024 9:14 AM - 12/13/2024 3:00 PM  
POC:  
Tier: General Public (18928)  
Category: Vacant Land - Residential  
Sale Type: Online Auction  
# of Auction Records: 2  
Reserve: \$0  
Hits: 2794  
Visits: 1329  
Watchers: 13  
Lot: 20641-4

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**Report Approval Details**

Document Title:	Sale of Lands - 2024-59-Administration Finance.docx
Attachments:	
Final Approval Date:	Dec 17, 2024

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

Terri Towstiuć

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

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

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

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



234-2024-5434

November 28, 2024

Dear Head of Council:

Through the *More Homes Built Faster Act, 2022*, changes were made to the *Planning Act* to accelerate implementation of the province's additional residential unit (ARU) framework. These changes allowed "as-of-right" (without the need to apply for a rezoning) the use of up to 3 units per lot in many existing residential areas (i.e., up to 3 units allowed in the primary building, or up to 2 units allowed in the primary building and 1 unit allowed in an ancillary building such as a garage).

To support implementation of ARUs, the *Cutting Red Tape to Build More Homes Act, 2024*, made further changes to the *Planning Act* to provide me, as the Minister of Municipal Affairs and Housing, with broader regulation-making authority to remove municipal zoning by-law barriers that may be limiting the development of ARUs.

Following consultation on the Environmental Registry of Ontario, our government has taken further action to tackle the housing supply crisis and reach our goal of building more homes by amending [Ontario Regulation 299/19 – Additional Residential Units](#) to remove certain municipal zoning by-law barriers. These changes took effect upon filing.

These changes will help to facilitate the creation of ARUs, such as basement suites and garden suites, by eliminating barriers including maximum lot coverage, angular planes, floor space index (FSI), minimum separation distances and minimum lot sizes on parcels of urban residential land subject to the ARU framework in the *Planning Act*. More information on these changes can be found through [Environmental Registry of Ontario posting 019-9210](#).

It is my expectation that municipalities will respect these regulatory changes and the intent behind them. I will not hesitate to use my available powers to ensure these changes to the *Planning Act* are allowed to support our goal of building more homes.



We will continue working with our municipal partners to achieve our goal of building the homes that Ontarians need.

Sincerely,



Hon. Paul Calandra  
Minister of Municipal Affairs and Housing

c. Martha Greenberg, Deputy Minister

Jessica Lippert, Chief of Staff to Minister Calandra

Chief Administrative Officer  
Office of The Clerk

# Council Highlights

**Tuesday,  
November 26, 2024**

## In This Issue:

**Woodlands Conservation  
By-Law Updates from Elgin  
Tree Commissioner**

**Draft Plan of Subdivision  
Approved for Rodney**

**County Approves Bayham  
Official Plan Amendment No.  
38**

**Adjustment to Planning Fees  
Starting January 1, 2025**

**Elgin County Unveils Bold  
Strategic Plan for Future**



### **Woodlands Conservation By-Law Updates from Elgin Tree Commissioner**

The Elgin County Tree Commissioner/Weed Inspector provided an overview of activities under the Elgin County Woodlands Conservation By-Law for the first and second quarters of 2024, along with updates on weed inspection efforts.

For the period of January 1 to March 31, 2024, a total of 26 applications for harvest were submitted, involving an estimated 570,000 board feet of timber over approximately 670 acres of forested land. In the second quarter, from April 1 to June 30, 2024, there were 17 applications, with a total harvest of 540,000 board feet over 426 acres.

Two Council Exemption for Woodland Clearing applications were received in the first quarter of 2024. These involved clearing approximately 0.435 hectares in West Elgin and 0.18 hectares in Bayham. Both applications were approved in the second quarter following the required public consultation process, under the condition that they adhered to the County's "No Net Loss" policy for woodlands.

In the first quarter of 2024, there were no weed complaints received. However, in the second quarter, two weed complaints were reported. One complaint was negative for Giant Hogweed, while the other was addressed by the landowner. No Weed Destruction

Orders were issued during this period.

The Tree Commissioner's report also included information about the Spotted Lanternfly, an invasive insect native to China and Vietnam, that continues to spread across North America. Although no established populations have been found in Canada, nearby populations have been detected in Buffalo, New York. The species is particularly damaging to agricultural industries, such as grape growing, fruit, and horticulture, and poses a threat to native trees. The adults are approximately one inch long and feature brightly colored, spotted wings.

### **Draft Plan of Subdivision Approved for Rodney**

County Council approved a draft plan of subdivision application for lands on the south side of Queens Line, east of Rodney Cemetery, covering 3.14 hectares (7.75 acres) with 59.1 meters of frontage on Queens Line and 20.1 meters on Harper Street. The lands are currently vacant. The proposed plan includes 28 single-detached dwelling lots, 2 townhouse blocks, and a new public road. The lands are designated as Tier One settlement area in the Elgin County Official Plan, which supports full municipal services and new growth. The West Elgin Official Plan designates the lands as Residential, supporting infill and redevelopment, particularly in the Rodney area. The application has gone through the standard process, including technical studies, agency circulation, and public meetings. The Municipality of West Elgin has endorsed the subdivision, with County staff confirming it meets all relevant planning requirements.



## **County Approves Bayham Official Plan Amendment No. 38**

As approval authority, the County of Elgin has approved Official Plan Amendment No. 38 as previously adopted by the Municipality of Bayham.

OPA No. 38 pertains to a property on Part of Snow Street in the Village of Vienna, currently an unopened road allowance. The property is vacant, with a frontage of 15.2 meters and an area of 804.5 sqm. The proposed amendment seeks to redesignate the land as 'Residential' to allow for the creation of a new residential lot. The land is municipally owned and marked for surplus sale. The lands are within a Tier 1 Settlement Area in the County of Elgin, which allows for residential development. However, because the property is a road allowance, it lacks a formal land use designation or zoning. Therefore, a Zoning By-law Amendment (ZBLA) is also required to rezone the property from Institutional 'I' Zone to Village Residential 1 (R1).

The proposal underwent a standard review process, including technical studies, agency circulation, and a public meeting on October 3, 2024. One letter of support was received, while a delegate expressed concerns over the loss of parkland.

County staff reviewed the amendment and confirmed it complies with the Planning Act, the Provincial Policy Statement, and both the County of Elgin and Bayham Official Plans, deeming it appropriate for the area.

## **Adjustment to Planning Fees Starting January 1, 2025**

County Council has approved an increase in planning fees, effective January 1, 2025. Elgin County is tasked with ensuring that its planning services comply with the Planning Act and the Provincial Planning Statement. The County provides a wide range of development application services, each with associated fees that municipalities are allowed to charge to help offset service delivery costs. Historically, some of these fees have been supported through the tax base. The County's methodology for setting these fees has not been reviewed for some time, and increases have been minimal, failing to keep up with inflation or development industry standards. Additionally, fees have not fully accounted for the time invested by staff or indirect costs such as overhead.

After reviewing the current fee structure, County Council approve a phased increase in planning fees over the next three years. These increases are outlined in the report titled County Planning Fees Amendment contained in the November 26, 2024 Agenda Package.



## Elgin County Unveils Bold Strategic Plan for the Future

The County of Elgin has approved a new strategic plan following the end of its previous plan in 2022. Changes in leadership and in the regional environment, presented an ideal opportunity to develop a fresh strategic plan to guide the County's future.

A Steering Committee, including key County officials, was established to collaborate with a facilitator in guiding the process. County Council and the Executive Leadership Team met three times to work on developing the County's new corporate mission, vision, values. These discussions focused on identifying challenges and opportunities, leading to the creation of strategic priorities aimed at better serving residents in the present and future.

The County is beginning to implement a continuous management cycle approach to business planning, with the strategic plan forming the initial phase. This plan will inform annual departmental and organizational business plans.

The strategic plan will ensure internal alignment, clarity in decision-making, and prioritization of efforts to achieve the County's goals. It also aims to improve resource allocation and operational efficiency. The full plan can be found in the November 26, 2024 Council Agenda Package. Further details on the plan, including a detailed workplan and metrics to measure success, will be available in the coming months.



For the complete **November 26, 2024 Agenda Package**, please visit the following link:  
[County Council Agenda Package](#)

**Owner:** KLM Holdings  
**Applicant:** Monteith Brown  
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**Municipality:** West Elgin  
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RP 11R-5577, Geographic Township of Aldborough,  
Municipality of West Elgin

**Date of Decision:** November 26, 2024  
**Date of Notice:** December 3, 2024  
**Last Date of Appeal:** December 18, 2024  
**Lapsing Date:** November 26, 2027

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## NOTICE OF DECISION

### On Application for Approval of Draft Plan of Subdivision Subsection 51(37) of the *Planning Act*

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Approval of a Draft Plan of Subdivision in respect of the subject lands noted above was given by the County of Elgin on November 26, 2024. A copy of the conditions for final approval and the draft approved plan is attached. Council considered all written and oral submissions received on this application, the effect of which helped Council to make an informed decision.

#### **When and How to File an Appeal**

Notice to appeal the decision to the Ontario Land Tribunal (OLT) must be filed with the County of Elgin no later than 20 days from the date of this notice as shown above as the last date of appeal.

The notice of appeal should be sent to the attention of the Manager of Planning, at the address shown below and it must,

- (1) set out the reasons for the appeal, and
- (2) be accompanied by the fee prescribed under the Ontario Land Tribunal Act in the amount of \$400.00 (for individuals) and \$1,100 (for corporations), payable by certified cheque to the Minister of Finance, Province of Ontario.

#### **Who Can File an Appeal**

Only individuals, corporations or public bodies may appeal the decision in respect of a proposed plan of subdivision to the Local Planning Appeal Tribunal. An appeal may not be filed by an unincorporated association or group. However, a notice of appeal may be filed in the name of an individual who is a member of the association or group.

#### **Right of Applicant or Public Body to Appeal Conditions**

The applicant or any public body may, at any time before the final plan of subdivision is approved, appeal any of the conditions imposed by the County of Elgin by filing with the Manager of Planning a notice of appeal.

#### **How to receive Notice of Changed Conditions**

The conditions of an approval of draft plan of subdivision may be changed at any time before the final approval is given.

You will be entitled to receive notice of any changes to the conditions of approval of draft plan of subdivision if you have either,

- (1) made a written request to be notified of the decision, or
- (2) made a written request to be notified of changes to the conditions of approval of the draft plan of subdivision.

#### **Other Related Applications:**

Municipality of West Elgin Zoning By-Law Amendment

#### **Getting Additional Information**

Additional Information about the application is available for public inspection during regular office hours at the County of Elgin at the address noted below.

#### **Mailing address for Filing a Notice of Appeal**

County of Elgin  
450 Sunset Drive, 3<sup>rd</sup> Floor  
St. Thomas, ON N5R 5V1  
Attention: Mat Vaughan, Director of Planning  
Telephone: (519) 631-1460  
Email: mvaughan@elgin.ca

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The conditions and amendments to final plan of approval for registration of this subdivision as provided by the County of Elgin are as follows:

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<b>No.</b>	<b>CONDITIONS</b>
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1. This approval applies to the draft plan of subdivision, prepared by Monteith Brown Planning consultants and certified by Robert Wood (AGM), Ontario Land Surveyor, dated June 5, 2024, which shows:
  - 28 low density residential building lots (Lots 1-28)
  - 2 multiple unit residential building lots (Blocks 29 & 30)
  - Street "A" (a public highway)
  - Harper Street (extension of a public highway)
  - Stormwater Pond (Block 31)
  - Reserve Block (Block 32).
2. This approval applies for three (3) years, and if final approval is not given by that date, the draft approval shall lapse, except in the case where an extension has been granted by the County of Elgin.
3. The municipal road allowance included on the draft plan shall meet the standards of the Municipality of West Elgin and be shown and dedicated as public highways on the final plan submitted for approval and registration.
4. The streets within the draft plan of subdivision shall be named to the satisfaction of the Municipality.
5. Prior to final approval for the registration of the subdivision, the Owner shall submit a request for municipal addressing to the Municipality to be prepared by the Municipality and submitted to the appropriate agencies.
6. The Owner enters into a subdivision agreement, pursuant to the authority of Section 51(26) of the Planning Act, as amended, with the Municipality of West Elgin wherein the owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality of West Elgin concerning the installation of services including roads, sanitary sewerage collection system, water distribution system, utilities and stormwater management facilities for the development of the lands within the plan.

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7. That the Owner must enter into a subdivision agreement, pursuant to the authority of section 51(26) of the *Planning Act*, as amended, with the Municipality wherein the owner agrees to satisfy all the requirements, financial and otherwise, of the Municipality respecting the conditions of approval set out herein, and the laying out and development of the site, the installation of facilities and services including roads, on-site sewage collection systems, which includes the following:
- a) The owner agrees to satisfy all financial requirements including outstanding Municipal Property taxes and invoices for services provided prior to issuance of building permits;
  - b) The development shall be serviced by municipal water at the developer's expense. The Municipality shall confirm that there is uncommitted reserve water treatment capacity to service the development;
  - c) The development shall be serviced by municipal sanitary sewage system at the developer's expense. The Municipality shall confirm that there is uncommitted reserve sanitary sewer capacity to service the development;
  - d) The development shall be serviced by a stormwater management system, combined with stormwater management facilities for water quantity and quality;
  - e) An Environmental Compliance Approval must be obtained from the MECP for storm water management in advance of any development same as above. That the Owner obtain an Environmental Compliance Approval from the Ministry of the Environment and Climate Change for storm water management prior to any development requiring a building permit. The subdivision agreement shall contain provisions regarding the development, implementation, installation, and maintenance of the storm water management facilities;
  - f) Any unplugged oil or gas wells discovered during the development process must be plugged in accordance with the Oil, Gas and Salt Resources Act;
  - g) Permits must be obtained for any lots within the regulation area from Lower Thames Valley Conservation Authority (LTVCA), as defined by the regulation under the Conservation Authority's Development, Interference with Wetlands and Alterations to Shorelines and Watercourses Regulation O. Reg. 152/06 under the Conservation Authorities, prior to commencing any construction, as defined by the Conservation Authorities Act, and/or grading on the site;
  - h) Erosion and sediment control plan(s) applicable to the development, to the satisfaction of the Municipality and the Lower Thames Valley Conservation Authority prior to commencement of any development, as defined under the Conservation Authorities Act, including grading and/or Site alteration works upon the subject lands;
  - i) Installation of geodetic monuments within the subdivision. The number, specifications and location of the monuments are to be approved by the



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Municipality.

- j) That the Owner convey to and consolidate with 202 Harper Street a 3 m wide parcel abutting Lot 28, as agreed, and shown on the final draft plan to address an existing encroachment.

The subdivision agreement between the owner and the Municipality of West Elgin shall be registered against the lands to which it applies once the plan of subdivision has been registered.

8. That the subdivision agreement shall require that the following clause be inserted in all development agreements, offers of purchase, and agreements of purchase and sale of each dwelling unit:

“Purchasers/Lessees of this lot are advised that students may not be able to attend the closest elementary or secondary school and could be bused to a distant school with available capacity and that the present existence of such schools are not a guarantee of their future availability.”

9. That a lot grading plan for the perimeter of the lots has been prepared and approved by the Municipality as part of the subdivision agreement.
10. Prior to final approval the Municipality shall advise that appropriate zoning is in effect for the plan of subdivision. Prior to registration, if there are any discrepancies between the approved By-law and final draft plan, a minor variance or Zoning By-law Amendment will be required and fees borne by the applicant.
11. The Owner shall provide easements as may be required for services, utility, or drainage purposes in a form satisfactory to the Municipality or utility and where required by the Municipality, daylight corners and street reserves shall be shown on the final plan and conveyed in a form satisfactory to the Municipality.
12. That the Owner conveys up to five (5%) of the land included in this plan for the Municipality for park or other recreational purposes or alternatively the Municipality may require cash-in-lieu of all or a portion of the conveyance.
13. That the Owner shall be responsible for implementing and maintaining sediment and erosion controls on the subject lands until such time as the subject lands are fully developed.
14. Prior to final approval, arrangements shall be made to the satisfaction of the Municipality

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for the relocation of any utilities that may be required as a result of the development of the subject lands, such relocation shall be undertaken at the expense of the Owner.

15. Prior to final approval, the Owner will provide to Enbridge the necessary easements and/or agreements required by Enbridge for the provision of gas services for this project, in a form satisfactory to Enbridge. Prior to final approval, Enbridge shall advise in writing how their conditions have been satisfied.
16. Prior to final approval, the Owner will provide to Bell Canada the necessary easements and/or agreements required by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada. The Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Owner shall be responsible for the relocation of any such facilities or easements at their own cost. Prior to final approval, Bell Canada shall advise in writing how their conditions have been satisfied.
17. Prior to final approval the Owner shall ensure that the requirements of Canada Post have been satisfied as follows:
  - a) The developer will consult with Canada Post to determine suitable permanent locations for the Community Mail Boxes. The developer will then indicate these locations on the appropriate servicing plans;
  - b) The developer agrees, prior to offering any units for sale/rent, to display a map on the wall of the sales office in a place readily accessible to potential owners/renters that indicates the location of all Community Mail Boxes within the development, as approved by Canada Post;
  - c) The developer agrees to include in all offers of purchase/rental a statement which advises the purchaser/renter that mail will be delivered via Community Mail Box. The developer also agrees to note the locations of all Community Mail Boxes within the development, and to notify affected owners/renters of any established easements granted to Canada Post to permit access to the Community Mail Box.
  - d) The developer will provide a suitable and safe temporary site for a Community Mail Box until curbs, sidewalks and final grading are completed at the permanent Community Mail Box locations. Canada Post will provide mail delivery to new residents/tenants as soon as the homes/businesses are occupied; and
  - e) The developer agrees to provide the following for each Community Mail Box site and to include these requirements on the appropriate servicing plans:
    - i. Any required walkway across the boulevard, per municipal standards;
    - ii. Any required curb depressions for wheelchair access, with an opening of at least two to three metres (consult Canada Post for

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detailed specifications);

- iii. A Community Mailbox concrete base pad per Canada Post specifications.

18. That prior to final approval, the developer shall submit a storm water management plan, a sediment and erosion control plan, and final detailed servicing and grading plans to the satisfaction of the Lower Thames Valley Conservation Authority for approval and if required, the subdivision agreement contain provisions implementing the plan
19. That prior to final approval of the plan of subdivision, the Municipality of West Elgin shall advise in writing how conditions 1 to 14 have been satisfied.
20. That prior to final approval of the plan of subdivision, the Lower Thames Valley Conservation Authority shall advise in writing how conditions 7 g), and h), and condition 18 have been satisfied.
21. That prior to final approval of the plan of subdivision, Enbridge shall advise in writing how condition 15 has been satisfied.
22. That prior to final approval of the plan of subdivision, Bell Canada shall advise in writing how condition 16 has been satisfied.
23. That prior to final approval of the plan of subdivision, Canada Post shall advise in writing how condition 17 has been satisfied.

#### **NOTES TO DRAFT APPROVAL:**

1. It is the Owner's responsibility to fulfill the conditions of draft approval.
2. The Owner acknowledges and agrees that it is the Owner's responsibility to fulfill the conditions of draft approval and ensure that the required clearance letters are received by respective agencies. The owner is responsible to submit a Request to Register document that outlines how each of the conditions of approval have been cleared to the satisfaction of Elgin County. A Request to Register package should be received at least 60 days prior to requesting final approval.
3. It is suggested that the applicant be aware of section 144 of the *Land Titles Act* and subsection 78(10) of the *Registry Act*.

Subsection 144 (1) of the *Land Titles Act* requires that a plan of subdivision of land that is located in a land titles division be registered under the *Land Titles Act*. Exceptions to

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this provision are set out in subsection 144(2).

Subsection 78(10) of the *Registry Act* requires that a plan of subdivision of land that is located only in a registry division cannot be registered under the *Registry Act* unless that title of the owner of the land has been certified under the *Certification of Titles Act*. Exceptions to this provision are set out in clauses (b) and (c) of subsection 78(10)

4. The Owner is advised that in the event that deeply buried archaeological remains should be discovered during construction, it is recommended that archaeological staff of the Ontario Ministry of Tourism, Culture and Sport be notified immediately. Similarly, in the event that human remains should be encountered during construction, it is recommended that the proponent immediately notify the Ontario Ministry of Tourism, Culture and Sport and the Registrar of the Cemeteries Regulation Unit of the Cemeteries Branch.
5. The Ontario Land Surveyor responsible for preparing the final plan for registration should contact the Municipality of West Elgin regarding the preparation of the final plan to ensure the requirements of draft approval are properly addressed in the preparation of the final plan and that the final plan prepared contains sufficient geodetic information to locate the plan within the UTM Coordinate System, North American Datum 1983, prior to submitting the plan for final approval. A digital copy of the final plan, in a form satisfactory to the Municipality of Central, is required as part of the final plan submission.
6. Inauguration, or extension of a piped water supply, a sewage system or a storm drainage system, is subject to the approval of the Ministry of the Environment under Sections 52 and Section 53 of the *Ontario Water Resources Act*.
7. The Owner is hereby advised that the review of this plan of subdivision did not include groundwater, soil or atmosphere testing to fully discount the possibility that waste materials and/or other contaminants are present within or in close proximity to this subdivision. If either the owner or the Municipality requires such assurance before proceeding with this plan of subdivision, a team of consultants should be retained to conduct any necessary investigations.
8. The Ministry of the Environment, Conservation, and Parks must be advised immediately should waste materials or other contaminants be discovered during the development of this plan of subdivision. If waste materials or contaminants are discovered, a further approval under Section 46 of the *Environmental Protection Act* may be required from that Minister.

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9. The Owner is advised that if any unplugged petroleum wells or associated works are identified during the development of the site, the owner shall notify the Petroleum Resources Centre of the Ministry of Natural Resources and Forestry. The owner shall plug the wells and rehabilitate the surface according to the Provincial Standards of the *Oil, Gas and Salt Resources Act*. The Ministry of Natural Resources and Forestry recommends that no structures be built immediately over a plugged petroleum well.
10. The Owner is advised to contact Bell Canada at [planninganddevelopment@bell.ca](mailto:planninganddevelopment@bell.ca) during the detailed utility design stage to confirm the provision of communications / telecommunications infrastructure needed to service the development.
11. It shall be noted that it is the responsibility of the Owner to provide entrance/service duct(s) from Bell Canada's existing network infrastructure to service the approved draft plan of subdivision. In the event that no such network infrastructure exists, in accordance with the Bell Canada Act, the owner may be required to pay for the extension of such network infrastructure. If the owner elects not to pay for the above noted connection, Bell Canada may decide not to provide service to this development.
12. Canada Post will provide mail delivery service to this development through centralized Community Mailboxes (CMBs) unless.
13. If the development includes plans for (a) multi-unit building(s) with a common indoor entrance, the developer must supply, install and maintain the mail delivery equipment within these buildings to Canada Post's specifications. If there are over 100 units, a mail room will be required.
14. Please provide Canada Post with the excavation date for the first foundation/first phase as well as the date development work is scheduled to begin so that we can plan for equipment. Finally, please provide the expected installation date(s) for the CMB(s).
15. It is suggested that the Municipality register the subdivision agreement as provided by subsection 51(26) of the *Planning Act*, against the land to which it applies, as notice to prospective purchasers.
16. If the agency's condition concerns a clause in the subdivision agreement, a copy of the agreement should be sent to them. This will expedite clearance of the final plan. A copy of the agreement is also required by the County of Elgin.
17. All measurements on subdivision and condominium final plans must be presented in metric units.

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The final plan must be submitted digitally in AutoCAD (DWG) and Portable Document Format (PDF) with the appropriate citation from the Planning Act used. The AutoCAD (DWG) file must be consistent with the following standards:

- Georeferenced to the NAD83 UTM Zone 17M coordinate system.
- All classes of features must be separated into different layers.
- Each layer should be given a descriptive name so that the class of feature it contains is recognizable.

The final plan approved by the County of Elgin must include the following paragraph on all copies (3 mylars and 4 paper) for signature purposes:

*Approval Authority Certificate*

*This final plan of subdivision is approved by the County of Elgin under Section 51 (58) of the Planning Act, R.S.O. 1990, on this \_\_day of \_\_\_\_\_ 20\_\_.*

\_\_\_\_\_  
*Director of Planning and Development*

18. The approval of this draft plan of subdivision File No. 34T-WE2301 will lapse on ----, pursuant to subsection 51(32) of the *Planning Act*, as amended. It is the responsibility of the owner to request an extension of the draft approval if one is needed. A request for extension should be made at least 60 days before the approval lapses since no extension can be given after the lapsing date. The request should include the reasons why an extension is needed and a resolution in support of the extension from Council of the Municipality of West Elgin.
19. The final plan approved by the County of Elgin must be registered within 30 days or the County may withdraw its approval under subsection 51(59) of the *Planning Act*

December 17, 2024

## MEMO

Dear Local Municipal Partners

On December 12, 2024, Elgin County Council approved updated fees for Planning and Development Applications, to be instituted effective January 1, 2025. The new fee schedule is as follows:

<b>Fee type</b>	<b>Existing (2024)</b>	<b>2025 (50%)</b>	<b>2026 (75%)</b>	<b>2027 (100%)</b>
Pre-submission consultation meeting (OPA / Draft Plan of Subdivision)	\$0.00	\$250.00	\$375.00	\$500.00
Pre-submission consultation meeting (consents & minor applications)	\$0.00	\$100.00	\$150.00	\$200.00
Consent (new lot, boundary adjustment, easement)	\$1,350.00	\$2,675.00	\$3,340.00	\$4,000.00
Plan of Subdivision or Vacant Land Condominium	\$4,000.00	\$12,000.00	\$16,000.00	\$20,000.00
Extension to Draft Plan Approval	\$500.00	\$750.00	\$875.00	\$1,000.00
Draft Plan Amendment (Redline revision)	\$0.00	\$1,250.00	\$1,875.00	\$2,500.00
Plans of Condominium (excluding vacant land)	\$1,500.00	\$8,250.00	\$11,625.00	\$15,000.00

Condominium Exemption	\$1,000.00	\$1,750.00	\$2,075.00	\$2,500.00
County Official Plan Amendment	\$4,000.00	\$7,000.00	\$8,500.00	\$10,000.00
Local Official Plan Amendment: (municipally - initiated Official Plan Amendment exempt)	\$1,000.00	\$2,000.00	\$2,500.00	\$3,000.00
Part Lot Control Exemption	\$500.00	\$750.00	\$875.00	\$1,000.00
Area studies, Block Plans, or Expansions to Settlement Boundaries	\$0.00	\$10,000.00	\$10,000.00	\$10,000.00
Resubmission fee	\$0.00	\$250.00	\$375.00	\$500.00
Site Plan Control application review	\$0.00	\$250.00	\$375.00	\$500.00
OLT appeal	\$0.00	\$100.00	\$150.00	\$200.00

Please direct any questions or concerns to the Director of Planning and Development at: 519-631-1460 x. 7194, or email: [mvaughan@elgin.ca](mailto:mvaughan@elgin.ca)





J. Paul Dubé, Ombudsman

**BY EMAIL**

December 12, 2024

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

Dear Members of Council for the Municipality of West Elgin:

**Re: Report – Office of the Ontario Ombudsman**

I have completed my investigation into complaints alleging that council for the Municipality of West Elgin held meetings that did not comply with the open meeting rules in the *Municipal Act, 2001* on September 14, September 22, September 28, October 12, and October 16, 2023. Please find my final report enclosed.

In accordance with section 14.1(8) of the *Ombudsman Act*, the municipality should make my report available to the public, and we ask that this be done no later than the next council meeting. In accordance with section 239.2(12) of the *Municipal Act, 2001*, council should pass a resolution stating how it intends to address this report.

Pursuant to section 14.1(9) of the *Ombudsman Act*, I will also post a copy of the report on my website at [www.ombudsman.on.ca](http://www.ombudsman.on.ca).

Yours truly,

A handwritten signature in black ink, appearing to read 'Paul Dubé', written over a light blue circular background.

Paul Dubé  
Ombudsman of Ontario

cc: Terri Towstiuć, Clerk, Municipality of West Elgin

483 Bay Street, 10<sup>th</sup> Floor, South Tower / 483, rue Bay, 10<sup>e</sup> étage, Tour sud  
Toronto, ON M5G 2C9

Tel./Tél. : 416-586-3300 Facsimile/Télécopieur : 416-586-3485 TTY/ATS : 1-866-411-4211

[www.ombudsman.on.ca](http://www.ombudsman.on.ca)

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## **Ombudsman Report**

**Investigation into complaints about closed meetings  
held by the Municipality of West Elgin  
on September 14, September 22, September 28,  
October 12, and October 16, 2023**

**Paul Dubé  
Ombudsman of Ontario**

**December 2024**

## Complaint

- 1 My Office received complaints that council for the Municipality of West Elgin (the “Municipality”) held meetings that did not comply with the open meeting rules in the *Municipal Act, 2001*<sup>1</sup> (the “Act”). The complaints alleged that the Municipality did not livestream to the public all or part of council meetings on September 14, September 22, September 28, October 12, and October 16, 2023.
- 2 My investigation concluded that the Municipality of West Elgin did not provide meaningful notice of the council meetings on September 22, September 28, and October 16, 2023, in contravention of the open meeting rules.

## Ombudsman jurisdiction

- 3 Under the *Municipal Act, 2001*, all meetings of council, local boards, and their committees must be open to the public, unless they fall within prescribed exceptions.
- 4 As of January 1, 2008, the Act gives anyone the right to request an investigation into whether a municipality has complied with the Act in closing a meeting to the public. Municipalities may appoint their own investigator. The Act designates the Ombudsman as the default investigator for municipalities that have not appointed their own.
- 5 The Ombudsman is the closed meeting investigator for the Municipality of West Elgin.
- 6 In investigating closed meeting complaints, we consider whether the open meeting requirements of the Act and the municipality’s governing procedures have been observed.
- 7 Our Office has investigated hundreds of closed meetings since 2008. To assist municipal councils, local boards, their committees and staff, as well as the public, we have developed an online digest of open meeting cases. This searchable repository was created to provide easy access to the Ombudsman’s decisions on, and interpretations of, the open meeting rules. Municipal councils, local boards, their committees and their staff can consult the digest to inform their discussions and decisions on whether certain matters can or should be discussed in closed session, as well as issues related to open meeting procedures. Summaries of the Ombudsman’s previous decisions can be found in the digest: [www.ombudsman.on.ca/digest](http://www.ombudsman.on.ca/digest).
- 8 The Ontario Ombudsman also has the authority to conduct impartial reviews and investigations of hundreds of public sector bodies. This includes municipalities, local boards, and municipally controlled corporations, as well as provincial government organizations, publicly funded universities, and school boards. In addition, the

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<sup>1</sup> SO 2001, c 25.

Ombudsman’s mandate includes reviewing complaints about the services provided by children’s aid societies and residential licensees, and the provision of French language services under the *French Language Services Act*. Read more about the bodies within our jurisdiction here: [www.ombudsman.on.ca/have-a-complaint/who-we-oversee](http://www.ombudsman.on.ca/have-a-complaint/who-we-oversee).

## Investigative process

- 9 On March 18, 2024, we advised the Municipality of our intent to investigate the complaints.
- 10 We reviewed relevant portions of the Municipality’s by-laws, the meeting records, and the Act. We reviewed audio and video recordings of the meetings. We also interviewed the Municipality’s Clerk, Mayor and Deputy Mayor. The Mayor advised my Office that he did not attend the meetings on September 14, September 22, September 28, and October 12, 2023.
- 11 My Office received full co-operation in this matter.

## Council procedures

- 12 The Municipality provides public notice of regular and special council meetings on its website. The Municipality’s procedural by-law provides that council meetings shall be held in council chambers unless otherwise decided by a resolution of council.
- 13 On September 14, 2023, council passed a resolution to cease livestreaming council meetings to the public. Members of the public would be permitted to attend these meetings in person only. Council members, staff and consultants would continue to be able to participate in these meetings electronically.
- 14 The procedural by-law provides that council may hold an emergency meeting without notice to the public where there is a situation or threat of an impending situation that constitutes “a danger of major proportions to life and property that affects public safety.” In these types of situations, according to the procedural by-law, the “health, welfare and property as well as the environment and economic health of the municipality” may be impacted.<sup>2</sup>

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<sup>2</sup> Municipality of West Elgin, by-law No 2023-77, *Being a By-Law to establish rules of procedure for the meetings of Council, Council Committees and Boards of The Corporation of the Municipality of West Elgin* (14 September 2023), ss 2.12 and 5.3.

## Background

### Council meeting on September 14, 2023

- 15 The agenda for the September 14, 2023 council meeting states that the meeting will be held in council chambers and broadcast to the public over a livestream. The agenda directs members of the public to email the Clerk for a link to the meeting livestream. The complainant told our Office that they received two livestream links from the Municipality to watch the open sessions before and after the closed portion of the meeting.
- 16 The complainant used the first link to watch the meeting until council moved into a closed session. The complainant attempted to use the second link to continue watching the meeting, but was unable to view the meeting and eventually the complainant received a message that the link had expired.
- 17 The Clerk told my Office that the council meeting did resume in open session after the closed portion, and the livestream was available using the second link. She could not explain why the complainant was unable to observe the livestream of the remainder of the meeting.
- 18 A video recording of the open portions of the meeting is available on the Municipality's website. It records council moving into closed session at 5:11 p.m. and council's report back to the public in open session at 6:36 p.m. The meeting adjourns shortly after at 6:41 p.m.

### Emergency council meeting on September 22, 2023

- 19 On September 22, 2023 council held an emergency meeting. Notice of the meeting was posted on the Municipality's website on September 20, 2023. The agenda indicates that the meeting will be held electronically but does not contain any instructions for members of the public to observe the meeting. The agenda states that the meeting was called to discuss a matter related to "Municipal Property that affects Public Safety."
- 20 The Clerk explained to our Office that the emergency involved a threat to public safety because council had an impending deadline to execute an agreement to host a pre-season NHL hockey game. The agreement, which was received by the Municipality days before the event, contained insurance provisions that needed council approval in order for the event to proceed. According to the Clerk, if the agreement was not approved by council at the meeting, the event would be cancelled.
- 21 The video recording of the meeting shows that staff advised council that public safety may be impacted by the event. Council then proceeded to review the agreement and pass a resolution to enter into the agreement.

## Council meetings on September 28, October 12, and October 16, 2023

- 22 The complaint to my Office alleged that the council meetings on September 28, October 12, and October 16, 2023 were not livestreamed to the public despite notice for each meeting advertising that a livestream would be available.
- 23 The agenda for the September 28, 2023 meeting states that the meeting will be an “electronic hybrid meeting.” The location is described as “West Elgin Community Complex – Hybrid.” The agenda does not include instructions for the public to access a livestream of the meeting.
- 24 The agenda for the October 12, 2023 meeting states that the meeting will be held in person in council chambers. The agenda does not indicate that the meeting will be livestreamed.
- 25 The agenda for the October 16, 2023 meeting states that the meeting will be held electronically via Zoom. There is no physical location provided. The agenda does not include instructions or a link for the public to observe the electronic meeting.

## Analysis

### Council meeting on September 14, 2023

- 26 The complaint to my Office alleged that the Municipality did not livestream the portion of the council meeting on September 14, 2023 that occurred after council rose from closed session. My investigation revealed no evidence to substantiate the allegation.
- 27 The Clerk told my Office that it provided two links for members of the public to use to watch the meeting livestream: one link for the open session at the very beginning of the meeting, and one link for the open session which followed council’s *in camera* session. The Clerk told my Office that both open sessions of the council meeting were livestreamed. As well, the video recording of the meeting includes the open portion of the meeting which followed the closed session.

### Emergency council meeting on September 22, 2023

- 28 The emergency council meeting on September 22, 2023 to review and approve an agreement to host a pre-season NHL hockey game does not meet the standard set by the procedural by-law for an emergency. Under the procedural by-law, an emergency meeting may be held without notice to the public. While the Municipality posted public

notice that an emergency electronic meeting would be held on September 22, 2023, the notice did not include a link or instructions for the public to observe the meeting.

- 29 The Municipality’s procedural by-law refers to “a situation or threat of an impending situation caused by forces of nature, accidents or an intentional act.” My Office has previously recognized that a procedure by-law may allow for a council meeting to be held as soon as practicable in the face of a “bona fide emergency” requiring urgent action. Generally, an “emergency” requires “unexpected circumstances requiring immediate or urgent action.”<sup>3</sup>
- 30 The Clerk explained that the nature of the emergency it was facing was twofold. First, there was an extremely short timeframe to execute the agreement. Second, the event was expected to be well-attended with potential impact on public safety, and staff needed council to review the insurance provisions contained in the agreement.
- 31 The situation in which the Municipality found itself may have been urgent because of the impending deadline to approve the agreement and the potential impact to public safety during the event. However, this was not unexpected as the Municipality was in active contract negotiations to host the pre-season NHL hockey game and should have accounted for the time it would take for council to review and approve the agreement. The emergency meeting provisions in the procedural by-law apply to situations caused by “forces of nature, accidents or an intentional act,” none of which were applicable to the circumstances leading up to the September 22, 2023 meeting.
- 32 Accordingly, while council may have had some issues to discuss urgently, I find that this was not an “emergency meeting” as defined in the procedural by-law, and therefore, public notice, including information about how members of the public could observe the meeting, was required.

## Notice of meetings on September 28, October 12, and October 16, 2023

- 33 The Municipality continued to advertise council meetings as being livestreamed to the public, despite council’s decision on September 14, 2023 to cease this practice.
- 34 To uphold the public’s right to observe municipal government, municipalities must provide notice of the time and place of meetings, and then proceed to meet at the time and place specified.<sup>4</sup> For the purposes of an electronic meeting, the “place” is electronic and notice of the place is given by publishing the procedure for how the public can observe the meeting electronically, including providing a link.<sup>5</sup> If the notice does not provide this information, the meeting is effectively closed to the public, contrary to the

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<sup>3</sup> *South Bruce Peninsula (Town of) (Re)*, 2015 ONOMBUD 25 at para 49, online: <<https://canlii.ca/t/gtp6t>>.

<sup>4</sup> *Russell (Township of) (Re)*, 2020 ONOMBUD 1, online: <<https://canlii.ca/t/j6n2t>>.

<sup>5</sup> *McKellar (Township of) (Re)*, 2023 ONOMBUD 3, online: <<https://canlii.ca/t/jv6ck>>.



Act.<sup>6</sup> I have previously found that when a meeting is advertised as hybrid in its meeting notice, members of the public should be able to observe the meeting both in person and electronically.<sup>7</sup>

- 35 Notice of the September 28, 2023 meeting indicated that the meeting would be hybrid, implying that members of the public could attend both in person and electronically. However, only a physical location of the meeting was provided. The notice did not include information about how members of the public could access a livestream. Members of the public wishing to attend the meeting electronically were unable to do so. Notice of the October 16, 2023 meeting stated the meeting would occur electronically but did not include any information about how members of the public could observe the meeting, whether in person or via a livestream. Therefore, these meetings were closed to the public.
- 36 The October 12, 2023 meeting was advertised as an in-person meeting. The meeting notice provides a physical location for members of the public to attend and observe the meeting. There was no reason for the public to expect that this meeting would have included the option to observe it via a livestream.

## Opinion

- 37 My investigation revealed no evidence to substantiate the allegation that part of the council meeting on September 14, 2023 was not livestreamed to the public. However, the Municipality of West Elgin did not provide meaningful notice of the council meetings on September 22, September 28, and October 16, 2023, resulting in the meetings being effectively closed to the public.

## Recommendations

- 38 I make the following recommendations to assist the Municipality of West Elgin in fulfilling its obligations under the *Municipal Act, 2001* and enhancing the transparency of its meetings:

### Recommendation 1

**All members of council for the Municipality of West Elgin should be vigilant in adhering to their individual and collective obligation to ensure that the Municipality complies with its responsibilities under the *Municipal Act, 2001*.**

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<sup>6</sup> *Calvin (Municipality of) (Re)*, 2023 ONOMBUD 9, online: <<https://canlii.ca/t/jxg32>>.

<sup>7</sup> Letter from the Ontario Ombudsman to Municipality of West Elgin (7 September 2023), online: <<https://www.ombudsman.on.ca/resources/reports,-cases-and-submissions/municipal-meetings/2023/municipality-of-west-elgin>>.



### **Recommendation 2**

**Council for the Municipality of West Elgin should ensure that the public is provided with notice of all council meetings that contains the date, time, and location of the meeting, including specific information about how to access the meeting electronically, if appropriate.**

### **Recommendation 3**

**When relying on the emergency meeting provisions in its procedural by-law to hold a meeting without public notice, the Municipality of West Elgin should ensure it meets the standard set by the procedural by-law for an emergency.**

## **Report**

- 39 Council and staff for the Municipality of West Elgin were given the opportunity to review a preliminary version of this report and provide comments to my Office. All comments we received were considered in the preparation of this final report.
- 40 This report will be published on my Office's website and should also be made public by the Municipality of West Elgin. In accordance with section 239.2(12) of the *Municipal Act, 2001*, council is required to pass a resolution stating how it intends to address this report.



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**Paul Dubé**  
Ombudsman of Ontario



## The Corporation of The Municipality of West Elgin

### By-Law 2024-05

#### Being a By-Law to establish rules of procedure for the meetings of Council, Council Committees and Boards of The Corporation of the Municipality of West Elgin, and Repeal By-law 2023-77

**Whereas** Section 238(2) of the *Municipal Act, 2001, S.O. 2001*, Chapter 25, as amended, provides that every Council shall adopt a Procedural By-Law for governing the calling, place and proceedings of meetings; and

**Whereas** Section 238(2.1) of the *Municipal Act, 2001, S.O. 2001*, Chapter 25 requires that the procedural by-law shall provide for public notice of meetings; and

**Whereas** Section 238(3.2) of the *Municipal Act, 2001, S.O. 2001*, Chapter 25 provides that the applicable procedure by-law may provide that a member of council, of a local board or of a committee of either of them, can participate electronically in a meeting to the extent and in the manner set out in the by-law; and

**Whereas** the Council of the Municipality of West Elgin deems it necessary to enact a procedural by-law to establish rules governing the calling, place, proceedings and giving of public notice of meetings of Council and its Committees;

**Now therefore be it resolved that** The Corporation of the Municipality of West Elgin hereby enacts as follows:

#### **PART 1      SHORT TITLE**

1.1. This By-Law shall be known as “The Procedural By-Law”.

#### **PART 2      DEFINITIONS**

- 2.1. “CAO” means Chief Administrative Officer, or designate, for the Municipality of West Elgin.
- 2.2. “Chair” means the person presiding at a meeting whether it be the mayor, a Member of Council or a duly appointed Member of a Committee.
- 2.3. “Clerk” means the Clerk or designate, as appointed in writing by the Clerk, of the Municipality of West Elgin.

- 2.4. “Closed Session” shall mean a meeting or part of a meeting of Council, a Council Committee or a Local Board and its Committees, not open to the public in accordance with the *Municipal Act, 2001, S.O. 2001, Chapter 25*, as amended.
- 2.5. “Communication Device” shall include cellular phones, tablets, computers or any other technological equipment used for communication.
- 2.6. “Committee” shall mean a Committee established by Council, the Members of which have been appointed by Council.
- 2.7. “Conflict of Interest” means a pecuniary interest as defined in the *Municipal Conflict of Interest Act*.
- 2.8. “Delegation” means a person or group of persons who address Council on behalf of an individual or a group for the purpose of making a presentation to Council.
- 2.9. “Deputy Mayor” means the Member of Council who has been elected as a deputy mayor.
- 2.10. “Electronic Participation” shall mean through a computer or telephone platform.
- 2.11. “Emergency” means a situation or the threat of an impending situation caused by forces of nature, accidents or an intentional act that constitutes a danger of major proportions to life and property that affects public safety; meaning health, welfare and property as well as the environment and economic health of the municipality, as defined in the municipality’s Emergency Response Plan.
- 2.12. “Head of Council” means the Mayor.
- 2.13. “Meeting” shall mean any regular, special or other meeting of a council, of a local board or of a committee of either of them, where;
  - (a) A quorum of members is present, and
  - (b) members discuss or otherwise deal with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- 2.14. “Member” shall mean a Member of West Elgin Council, its Committees, or its local boards.
- 2.15. “Municipal Office” shall mean the offices at 22413 Hoskins Line, Rodney Ontario.
- 2.16. “Public Meeting” shall mean a public meeting as defined under any Act where Council has a requirement to hold a public meeting.
- 2.17. “Quorum” shall mean a majority of the whole number of Members of Council or a Committee.

- 2.18.** “Recorded Vote” shall mean the recording of the name and vote by the Clerk of every Member voting on any matter or question during a Council meeting, in accordance with the *Municipal Act, 2001, S.O. 2001, Chapter 25*.
- 2.19.** “Resolution” means a vote taken on a motion that has been moved and seconded by Members of Council or Members of a Committee.

### **PART 3 GENERAL RULES**

- 3.1.** Throughout this by-law, the words “he” and “his” shall, where appropriate; be deemed to read “she” and “her”.
- 3.2.** The rules and regulations contained in this by-law shall be observed in all proceedings of Council and Council Committees and shall be the rules and regulations for the order and dispatch of business in Council and Council Committees meetings.
- 3.3.** The provisions contained in this by-law shall govern the proceedings of Council and Committees, as appointed by Council from time to time, unless otherwise prescribed.
- 3.4.** Where this by-law is silent on a procedural matter the proceedings shall be regulated in accordance with Robert's Rules of Order, most recently revised addition.
- 3.5.** Any part or parts of this by-law may be suspended by a vote with the consent of Council Members present unless the part(s) is prescribed by statute or law.
- 3.6.** A Member of Council not able to be in attendance or who is going to be late for a meeting shall inform the Clerk in advance of the meeting, when possible.
- 3.7.** No person shall be allowed onto the floor of Council during meetings, except Members, employees and servants of the Corporation, and Delegations.
- 3.8.** Videotaping, video streaming or audio recording or streaming during a meeting requires a resolution of Council in advance of the meeting.
- 3.9.** All cell phones and electronic devices not required for conducting the meeting shall be turned off or turned to a silent mode.

### **PART 4 COUNCIL MEETINGS**

#### **4.1 Inaugural Meeting**

Inaugural Meetings shall be held on the first Thursday of the new term of Council following a Regular Municipal Election at 7:00 pm. In case of inclement weather, the Inaugural Meetings shall be held on the first suitable day following, at the same hour, and Notice shall be given on the Municipal website and posted at the Municipal Office.

## **4.2. Regular Meetings**

All meetings of Council, its Committees and local boards are open to the public except as provided in the *Municipal Act*, Section 239.

### **4.2.1. Location**

Meetings of Council shall be held in the Council Chambers in the West Elgin Community Complex located at 160 Main Street, West Lorne, unless otherwise decided by Resolution of Council or as provided for in the *Municipal Act, 2001* when Notice is given. *Attendance by Council may be by electronic participation.*

### **4.2.2. Alter Time, Day, or Place**

Council may, by Resolution, alter the time, day or place of any future Council and/or Council Committee Meeting.

### **4.2.3. Postponement of Meetings**

Any regular meetings of the Council may be postponed to a day named in:

- a) A resolution of Council passed by the majority of Members; or,
- b) A notice by the Clerk as deemed necessary by the Clerk and Mayor, due to inclement weather or emergency, and Notice shall be given by the Clerk on the website and posted at the Municipal Office and directly to the Members.

### **4.2.4. Meeting Schedule**

- a) Prior to the 31<sup>st</sup> of December in each year, the Council shall establish a schedule of all regular Council meeting dates for the calendar year. This Calendar shall be posted on the Municipal Website. This schedule is subject to change, at the call of the Chair.
- b) The meeting curfew shall be six and a half (6.5) hours after the commencement of the Council meeting, on the published day of the meeting. Council may by resolution, proceed past the curfew for up to one hour, in order to proceed past the one-hour extension the unanimous consent of Members present shall be required.
- c) The Committee of Adjustment shall meet when required in conjunction with Regular Council meetings.

### **4.2.5. Procedure for electronic participation is as follows:**

- 4.2.5.1.** The Chair shall read off each item on the agenda and canvas each member if they wish to speak on this item.

- 4.2.5.2. The Chair or Clerk at Chair's request shall read the recommendation and the Chair shall call for a mover. The mover shall state his or her name and position.
- 4.2.5.3. The Chair shall call for a seconder for the recommendation. The seconder shall state his or her name and position.
- 4.2.5.4. The Chair shall canvas each member on their vote of ayes or nays.
- 4.2.5.5. The Chair may choose to call for a recorded vote during an electronic participation meeting, if in the opinion of the Chair technical difficulties have arisen and they are unable to count the votes by a simple show of hands. 2021-04

#### 4.2.6. Order of Business

- 4.2.6.1. The Agenda for each Meeting shall be prepared by the Clerk or designate. The order of the proceedings shall be as follows, or as otherwise determined by the Clerk or designate:

1. Call to Order
2. Adoption of Agenda (*Including Amendments to the Agenda*)
3. Disclosure of Pecuniary Interest
4. Public Meetings
5. Delegations
6. Adoption of Previous Minutes
7. Business Arising from Minutes
8. Staff Reports (*including Monthly Reports*)
9. Committee/Board Reports or Updates
10. Accounts
11. Notices of Motion
12. Council Announcements
13. Correspondence
14. Items Requiring Council Consideration
15. Closed Session
16. Report From Closed Session
17. By-Laws
18. Confirming By-Law
19. Adjournment

\*The order of business may be altered to accommodate Council, delegations, Consultants, public or staff report/presentations.

- 4.2.6.2. At each duly constituted Regular Meeting of Council, the Minutes of the preceding Regular Meeting, Public Meeting and any Special Meeting shall be adopted by resolution of Council, subject to the correction of errors and omissions, and signed by the Mayor and the Clerk.

4.2.6.3. Amendments to the Agenda – Deadline

The deadline for receipt of added materials by the Clerk for addition to the regular Council Agenda shall be 12 noon on the business day prior to the Council Meeting.

**4.3. Special Meetings**

4.3.1. The Head of Council may at any time call a Special Meeting of Council.

4.3.2. In the event the Head of Council is absent, the CAO, may call a special meeting, in consultation with Council, if deemed necessary.

4.3.3. Upon receipt of a petition or a resolution of the majority of the Members of the Council, the Clerk shall summon a Special Meeting for the purpose and at the time mentioned in the petition. A resolution of Council shall be deemed to be a petition.

4.3.4. The only business to be dealt with at a Special Meeting is that which is listed in the Notice of the meeting.

4.3.5. The calling of a Special Meeting shall be in accordance with the Notice provisions in Section 5 of this by-law.

4.3.6. As per Section 238 (3.1) of the Municipal Act, S.O. 2001, members of Council are permitted to attend a Special meeting of Council through electronic means and still be counted towards quorum. 2021-04

4.3.7. Procedure for electronic participation is as follows:

- a) The Chair shall read off each item on the agenda and canvas each member if they wish to speak on this item.
- b) The Chair, or Clerk at the Chair's request, shall read the recommendation and call for a mover. The mover shall state his or her name and position.
- c) The Chair shall call for a seconder for the recommendation. The seconder shall state his or her name and position.
- d) The Chair shall canvas each member on their vote of ayes or nays.
- e) The Chair may choose to call for a recorded vote during an electronic participation meeting, if in the opinion of the Chair technical difficulties have arisen and they are unable to count the votes by a simple show of hands.

#### **4.4. Public Statutory Meetings**

**4.4.1.** Public Statutory Meetings shall correspond with the scheduled time of a Regular Council meeting.

#### **4.5. Closed Session**

**4.5.1.** All meetings of Council shall be open to the public except as provided for in Section 239(2), Section 239(3) and Section 239(3.1) of the Act.

**4.5.2.** A meeting or part of a meeting may be closed to the public if the subject matter being considered is:

- a) The security of the property of the municipality or local board;
- b) personal matters about an identifiable individual, including municipal or local board employees;
- c) a proposed or pending acquisition or disposition of land by the municipality or local board;
- d) labour relations or employee negotiations;
- e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;
- f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose;
- g) a matter in respect of which a council, board, committee or other body may hold a closed meeting under another Act;
- h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or Crown agency of any of them;
- i) a trade secret or scientific, technical, commercial, financial or labour relations information, supplied in confidence to the municipality or local board, which, if disclosed, could reasonably be expected to prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of a person, group of persons, or organization;
- j) a trade secret or scientific, technical, commercial or financial information that belongs to the municipality or local board and has monetary value or potential monetary value; or
- k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

**4.5.3.** A meeting or part of a meeting shall be closed to the public if the subject matter being considered is:

- a) A request under the Municipal Freedom of Information and Protection of Privacy Act, if the council, board, commission or other body is the head of an institution for the purposes of that Act; or
- b) An ongoing investigation respecting the municipality, a local board or a municipally-controlled corporation by the Ombudsman appointed under the Ombudsman Act, an Ombudsman referred to in subsection 223.13 (1) of this Act, or the investigator referred to in subsection 239.2 (1).



- 4.5.4.** A meeting of a council or local board or of a committee of either of them may be closed to the public if the following conditions are both satisfied:
- a) The meeting is held for the purpose of educating or training the members.
  - b) At the meeting, no member discusses or otherwise deals with any matter in a way that materially advances the business or decision-making of the council, local board or committee.
- 4.5.5.** Before holding a meeting or part of a meeting that is to be closed to the public, Council shall state by resolution the fact of holding a Closed Session and the general nature of the matter to be considered at the Closed Session; or in the case of a meeting that is an educational or training meeting, the fact of holding a Closed Session, the general nature of its subject matter and that it is to be closed as an education or training meeting.
- 4.5.6.** As provided in Section 239(5), subject to Subsection (6), a meeting shall not be closed to the public during the taking of a vote except if it is for a procedural matter or for giving directions or instructions to officers, employees or agents of the agents of the municipality, local board or committee of either of them or persons retained by or under a contract with the municipality or local board.
- 4.5.7.** When a Closed Session is necessary, it shall be a requirement that the minutes shall be prepared without note or comment and shall be approved at the next scheduled Closed Session.
- 4.5.8.** Confidential copies of all documents and reports shall be distributed to Council Members prior to the Closed Session.
- 4.5.9.** The Clerk shall be responsible for maintaining a confidential copy of all documents/reports distributed, relating to a Closed Session and for keeping confidential minutes of all Closed Sessions.
- 4.5.10.** Members and Staff shall respect the confidentiality of all matters disclosed to them and materials provided to them during Closed Sessions.
- 4.5.11.** As per Section 238 (3.1) of the Municipal Act, S.O. 2001, members of Council are permitted to attend a Closed Session of Council through electronic participation and still be counted towards quorum.

## **PART 5 PUBLIC NOTICE OF MEETINGS/AGENDAS**

The notice requirements set out in this by-law are minimum requirements only and the Clerk may provide notice in an extended manner if, in the opinion of the Clerk, the extended manner is reasonable and necessary in the circumstances.

Any Notice usually posted on the municipal website shall be posted at the Municipal Office in the event that the website is unavailable.

Lack of receipt of Notice by any Member of Council shall not affect the validity of holding a meeting nor any action taken at a meeting.

### **5.1 Notice - Regular Meetings**

- 5.1.1** At the beginning of each year, the meeting schedule shall be posted on the municipal website. In the event that the website is unavailable the meeting schedule shall be posted at the Municipal Office. The posting of the meeting schedule shall constitute Notice for all Council meetings. A note shall be placed on the meeting schedule to advise the public that the schedule is subject to change and the posted schedule shall be revised should a meeting time, date and/or location be changed.
- 5.1.2** In addition to section above, Notice of Council meetings shall be given by publication of the date and time of the next scheduled meeting in meeting minutes and the posting of meeting agendas on the municipal website prior to the meeting. The posted agenda shall also be considered as Notice of regular meetings of Council. The agenda shall include the date and time of the meeting.
- 5.1.3** The published agenda shall be considered adequate notice of the Regular Meeting Council.
- 5.1.4** The Clerk shall ensure that Notice of each Regular Meeting of Council is provided to the Members of Council and the public at least forty-five (45) hours in advance of said meeting.
- 5.1.5** The agenda for each Regular Meeting of Council shall be available forty-five (45) hours prior to the meeting.

### **5.2. Notice - Special Meetings**

The Clerk shall ensure that Notice of each Special Meeting of Council is provided to the Members of Council and the public at least forty-five (45) hours in advance of the said meeting.

### **5.3. Notice - Emergency Meetings**

Notwithstanding any other provision by this by-law, an Emergency Meeting may be held without written Notice, to deal with an emergency.

### **5.4. Notice - Change in Meeting Schedule**

The Clerk shall provide Notice of cancellation of a meeting to Council, staff, the local media and all other known interested parties in advance of a meeting. Notice of cancellation of a meeting to the above shall be provided in a manner deemed to be effective and appropriate given the circumstance. The public shall receive Notice by posting on the municipal website and/or by posting Notice on the

entrance doors location at the municipal office; or in the event that the meeting is being held at another location, the entrance door of the meeting location.

## **PART 6 COMMUNICATIONS, DELEGATIONS & PETITIONS**

- 6.1.** The deadline for the receipt of communication, delegations, or petition by the Clerk for inclusion on the Agenda shall be 12:00pm noon, on the Monday prior to the Regular Meeting of Council. A written or electronic copy or their presentation and purpose of the delegation must be included.
- 6.2.** Delegations shall be scheduled by the Clerk in accordance with the sequence of delegation requests, complete with information, received.
- 6.3.** Every petition, remonstrance, or other written application intended to be presented to the Council must be fairly written or printed and signed by at least one person.
- 6.4.** Communications and petitions addressed to the Mayor and Council shall be listed on the Agenda or included in a Council Information Package.
- 6.5.** Communications or petitions containing obscene or defamatory language shall not be listed on the Agenda but shall be held by the Clerk and may be directed to the police for investigation.
- 6.6.** Persons desiring to verbally present new information on matters of fact or make a request of Council shall contact the Clerk to make a timed delegation at Council.
- 6.7.** Delegations not providing sufficient notice may be heard at the discretion of a majority of Members of Council present.
- 6.8.** Delegations shall be limited in speaking to not more than ten (10) minutes in total per person, per group or per organization. A delegation consisting of five or more Members shall be limited to two (2) speakers.
- 6.9.** Council may refuse to hear delegations when, in the opinion of Council, the subject of the presentation is beyond the jurisdiction of the Municipality.
- 6.10.** Any person/organization shall be limited to two (2) delegations in a calendar year on the same subject matter.
- 6.11.** No person shall be permitted to address Council with respect to a specific personal issue, nor shall a brief respecting such issue be listed on a Council Agenda. A written brief by any person with respect to personal issues may be forwarded to the Clerk for consideration by Council in Closed Session.
- 6.12.** No person shall be permitted to address Council relating to any current litigation matters of which the Municipality is a party to the proceedings.

## **PART 7 MINUTES**

- 7.1.** The Municipal Clerk or person designated by the Clerk shall record without note or comment all resolutions, decisions and other proceedings at a meeting of the body, whether it is closed to the public or not. The minutes, in the case of the meeting of a local board or committee, shall be recorded by the Clerk or the person designated by the Clerk.
- 7.2.** Minutes of the Council or Committee, whether it is closed to the public or not, shall record:
- 1) The date of the meeting;
  - 2) The record of the attendance of the Members;
  - 3) Disclosures of pecuniary Interest and the general nature thereof;
  - 4) Adoption of the minutes of prior meeting(s);
  - 5) All resolutions and decisions;
  - 6) All the other proceedings of the meeting without note or comment;
  - 7) Time of call to order, time of adjournment and time in and out of Closed Session, if any, or any Committee meeting.
- 7.3.** A resolution to adopt the minutes of a prior meeting may include the correction of any errors or omissions.
- 7.4.** Adopted minutes shall be signed by the presiding officer and by the Clerk, or person designated by him, that recorded the said minutes.
- 7.5.** The Minutes of the preceding Regular Meeting, Public Meeting and any Special Meeting shall be uploaded to the Municipal Website, only once adopted by resolution of Council subject to the correction of errors and omissions and signed by the Mayor and the Clerk.

## **PART 8 COMMENCEMENT OF MEETINGS**

- 8.1.** The Mayor shall call the meeting to order as soon after the hour fixed for a meeting as a quorum is present.
- 8.2.** If there is no quorum present within fifteen minutes after the time appointed for the Meeting, the Council shall stand adjourned until the date and time of the next Regular or Special Meeting and the Clerk shall record the names of the Members present upon such adjournment.
- 8.3.** The Mayor, if present, shall preside at all meetings.
- 8.4.** The Deputy Mayor shall preside during the Meeting or until the arrival of the Mayor in the absence of the Mayor.
- 8.5.** In the absence of the Mayor and the Deputy Mayor, the Clerk shall call the Meeting to order fifteen minutes after the hour appointed for the Meeting, and the Members

shall appoint a Member by resolution to preside during the Meeting or until the arrival of the Mayor or the Deputy Mayor.

- 8.6.** Council shall recess for a period of five minutes if at any meeting the number of members is reduced to less than a quorum. The meeting shall stand adjourned if quorum is not achieved, subject to the provisions of the *Municipal Conflict of Interest Act*.

## **PART 9      ROLE OF THE MAYOR AS HEAD OF COUNCIL AND ROLE OF COUNCIL**

- 9.1.** The roles of the Mayor and of Council shall be as per the Municipal Act, as amended.

- 9.2.** When presiding over Council meetings, the Head of Council shall:

- a) Open the meeting of Council by taking the chair and calling the Members to order;
- b) Announce the business before the Council in the order in which it is to be acted upon;
- c) Receive and submit, in the proper manner, all motions presented by the Members of Council;
- d) Put to vote all questions which are regularly moved and seconded, or necessarily arise in the course of proceedings, noting ayes and nays, and to announce the result;
- e) Vote on motions;
- f) Decline to put to vote motions that infringe the rules of procedure;
- g) Restrain the Members, within the rules of order, when engaged in debate;
- h) Enforce on all occasions the observance of order and decorum among the Members;
- i) Receive all messages and other communications and announce them to the Council;
- j) Authenticate, by his signature when necessary, all by-laws, resolutions, and minutes of the Council;
- k) Inform the Council, when necessary or when referred to for the purpose, on a point of order or usage;
- l) Represent and support the Council, declaring its will, and implicitly obeying its decision in all things;
- m) Adjourn the meeting when the business is concluded;
- n) Adjourn the meeting without question in the case of grave disorder arising in the Council Chamber.

### **ROLE OF HEAD OF COUNCIL**

As per Section 225 of the Act, it is the role of Mayor as Head of Council:

- a) to act as chief executive officer of the municipality;
- b) to preside over council meetings so that its business can be carried out efficiently and effectively;
- c) to provide leadership to the council;

- d) (c.1) without limiting clause (c), to provide information and recommendations to the council with respect to the role of council described in clauses 224 (d) and (d.1);
- e) to represent the municipality at official functions; and
- f) to carry out the duties of the head of council under this or any other Act.

### **HEAD OF COUNCIL AS CHIEF EXECUTIVE OFFICER**

As per Section 226.1 of the Act, as chief executive officer of a municipality, the head of council shall:

- a) uphold and promote the purposes of the municipality;
- b) promote public involvement in the municipality's activities;
- c) act as the representative of the municipality both within and outside the municipality, and promote the municipality locally, nationally and internationally; and
- d) participate in and foster activities that enhance the economic, social and environmental well-being of the municipality and its residents.

### **ROLE OF COUNCIL**

As per Section 224 of the Act, it is the role of Council:

- a) to represent the public and to consider the well-being and interests of the municipality;
- b) to develop and evaluate the policies and programs of the municipality;
- c) to determine which services the municipality provides;
- d) to ensure that administrative policies, practices and procedures and controllership policies, practices and procedures are in place to implement the decisions of council;
- e) to ensure the accountability and transparency of the operations of the municipality, including the activities of the senior management of the municipality;
- f) to maintain the financial integrity of the municipality; and
- g) to carry out the duties of council under this or any other Act. 2001, c. 25, s. 224

As per Section 226 of the Act, a municipality may, with the consent of the head of council, appoint a member of council to act in the place of the head of council on any body, other than on the council of another municipality, of which the head of council is a member by virtue of being head of council.

## **PART 11 RULES OF CONDUCT - COUNCIL**

### **11.1. No Member shall:**

- a) Speak disrespectfully of the reigning sovereign, or any of the Royal Family, or of the Governor-General, the Lieutenant Governor, or any person administering the government of the Dominion of Canada, the Province of Ontario or of The Corporation of the Municipality of West Elgin.
- b) Use indecent, offensive or insulting language.
- c) Speak on any subject matter other than the subject in debate.
- d) Disturb the Council by any disorderly conduct.
- e) Speak disrespectfully of any Council Member or employee of the Municipality of West Elgin.

- 11.2. A Member shall not disobey the rules of the Council or a decision of the Mayor or of the Council on points of order or on the interpretation of the rules of procedure of the Council.
- 11.3. A Member shall not leave his seat or make any noise or disturbance while a vote is being taken or until the vote is declared.
- 11.4. A Member shall not interrupt a Member who is speaking, except to raise a point of order or a question of privilege.
- 11.5. In addition to powers granted by Section 241(2) of the *Municipal Act*, as amended, in the event that a Member persists in a breach of the Rules of this By-Law, after having being called to order by the Mayor, the Mayor may put the question "Shall the Member be ordered to leave his seat for the duration of the Meeting?" and such question is not debatable.
- 11.6. If the Council decides the questions set out in Section 10.5 of this by-law in the affirmative by a majority vote of the Members present, the Mayor shall order the Member to leave his seat for the duration of the Meeting.
- 11.7. If the Member apologizes, the Mayor, with the approval of the Council, may permit the Member to resume his seat.

## **PART 12      RULES OF CONDUCT – MEMBERS OF THE PUBLIC**

- 12.1. Members of the public who constitute the audience in the Council Chamber, or other such place where a Meeting is held in accordance with Section 4 of this Procedural By-law, during a Meeting shall respect the decorum of Council, maintain order and quiet and may not:
  - a) Address Council without permission.
  - b) Interrupt any speaker or action of the Members or any person addressing Council.
  - c) Speak out.
  - d) Behave in a disorderly manner, or;
  - e) Make any noise or sound that proves disruptive to the conduct of the Meeting.
- 12.2. Placards, signs, posters, etc. or any advertising devices shall not be permitted in the Council Chambers, or any other location in which Council may conduct their business.
- 12.3. Should turn all electronic communication devices to "vibrate", "silent" or "mute" during the entire meeting or exit the meeting if they wish to make/receive a telephone call.
- 12.4. The Mayor or Chair may request that a member or members of the public vacate the Council Chambers or any other location in which Council may conduct their business if their behaviour is deemed to be disruptive to the business at hand.

## **PART 13 RULES OF DEBATE**

- 13.1.** The Mayor shall preside over the conduct of the Meeting including the preservation of good order and decorum, ruling on points of order and deciding all questions relating to the orderly procedure of the Meeting, subject to an appeal to the Council.
- 13.2.** The Mayor may answer questions and comments in a general way without leaving the chair, but if he wishes to make a motion or to speak on a motion taking a definite position and endeavoring to persuade the Council to support that position, then he shall first leave the chair.
- 13.3.** If the Mayor desires to leave the chair for the purpose of taking part in the debate or for any other reasons, the Deputy Mayor shall sit in his place until the Mayor resumes the chair.
- 13.4.** Before a Member may speak to any matter, he shall first be recognized by the Mayor or Chair.
- 13.5.** When two or more Members indicate simultaneously that they wish to speak, the Mayor shall name the Member who is to speak first.
- 13.6.** When a Member is speaking to a motion, he shall confine his remarks to the motion and in speaking shall be limited to a maximum of five (5) minutes, unless otherwise decided by a majority vote of the Members present.
- 13.7.** A Member shall not speak more than twice to any motion unless otherwise decided by a majority vote of the Members present, except the Member who made a motion who shall be allowed to reply for a maximum of five (5) minutes.
- 13.8.** When a motion is under debate, a Member may ask a concisely worded question of another Member or a Staff Member through the Mayor prior to the motion being put to a vote by the Mayor.
- 13.9.** A Member may require the motion under debate to be read at any time during the debate, but not so as to interrupt a Member who is speaking.
- 13.10.** No Member shall speak more than once on an item of business until every Member who desires to speak has spoken.

## **PART 14 QUESTIONS OF PRIVILEGE AND ORDER**

- 14.1.** If a Member believes that his rights, privileges or integrity or those of the Members collectively have been prejudicially affected, he shall ask leave of the Mayor to raise a question of privilege which shall take precedence over all other matters, but he shall not be permitted to enter into any argument or introduce any motion related to the question of privilege.



- 14.2. No Member shall impugn the integrity of municipal staff. When a member considers that the integrity of a municipal staff member has been impugned or questioned the member may raise it as a point of order and the Mayor shall permit the Clerk to make a statement.
- 14.3. When a Member desires to call attention to a violation of the Rules of Procedure, he shall ask leave of the Mayor to raise a point of order and after leave is granted, he shall state the point of order to the Mayor succinctly and the Mayor shall then decide upon the point of order and advise the Members of his decision.
- 14.4. Unless a Member immediately appeals the Mayor's decision to the Council, the decision of the Mayor shall be final.
- 14.5. If the decision of the Mayor is appealed to the Council, then the question "Shall the ruling of the Chair be sustained?" shall be put immediately without debate and its result shall be final.
- 14.6. When the Mayor calls a Member to order, that Member shall cease speaking until the point of order is dealt with and that Member shall not speak again to the matter under discussion without the permission of the Mayor unless to appeal the ruling of the Mayor.

## **PART 15     MOTIONS**

- 15.1. All new motions shall be submitted in writing with the exception of procedural motions which may be verbally presented. Oral motions shall be restated by the Chair before debate or a vote.
- 15.2. Any Member of Council may give notice of intent that he shall introduce a motion at the next, or at a subsequent meeting of Council to introduce a new matter or initiate any measure to make any change in the Council's established policy. The giving of notice requires no seconder and is not at that time debatable.  
  
A Member may introduce a motion at a meeting regarding a matter that would not otherwise be considered by Council or a Committee at such meeting in writing, at a regular Council or Committee meeting, or by submission to the Clerk to be included in the Agenda, but it shall not be debated until the next regular meeting.
- 15.3. The Clerk or Recording Secretary, upon receipt of a Notice of Motion in accordance with Section 15.2. shall print the motion, including the name of the mover or seconder in full on the Agenda for the next regular meeting of the Council or the Committee.
- 15.4. A Notice of Motion does not require a seconder to be included in the Agenda.
- 15.5. A Notice of Motion shall not be considered or otherwise disposed of by Council or the Committee unless the mover of the motion is in attendance at the meeting.
- 15.6. All Notices of Motion shall be in writing, signed by the mover and filed with the Clerk.

- 15.7.** Notices of Motions filed with the Clerk shall be directed to the next Regular Council Meeting unless a subsequent meeting is specified.
- 15.8.** Motions shall be moved and seconded before being debated or put to a vote.
- 15.9.** Every motion shall be deemed to be in the possession of the Council for debate after it is received by the Mayor, but may, with the permission of the Council, be withdrawn at the joint request of the mover and seconder at any time before the motion is disposed of.
- 15.10.** When a motion is under debate, no other motion shall be in order except a motion:
- a) To adjourn;
  - b) To proceed beyond curfew;
  - c) To defer;
  - d) To call the question (close the debate);
  - e) To refer;
  - f) To amend.
- 15.11.** A motion to adjourn shall:
- a) Not be amended;
  - b) Not be debated;
  - c) Not include qualifications or additional statements; and
  - d) Always be in order except when a Member is speaking or the Members are voting or when made in Committee-of-the-Whole.
- 15.12.** When a motion to adjourn has been decided in the negative, no further motion to adjourn shall be made until after some subsequent proceeding has taken place.
- 15.13.** The Council shall always adjourn when there is no business before it.
- 15.14.** A motion to proceed beyond the hour of curfew shall:
- a) Not be amended;
  - b) Not be debated; and
  - c) Shall always be in order, except when a Member is speaking or the Members are voting.
- 15.15.** A motion to table/defer an agenda item shall:
- a) Be amendable only to the date;
  - b) Not be debated;
  - c) Apply to the main motion and any amendments thereto under debate at a time when the motion to table was made;
  - d) Not include qualifications or additional statements.
- 15.16.** If a motion to table/defer is decided in the affirmative by a majority vote of the Members present, then the main motion and any amendments thereto shall be removed for the Council's consideration until such time as a notice of motion to lift

the matter from the table is filed with the Clerk. A motion to take from the table is not debatable or amendable.

**15.17.** A motion to call the question (close the debate) shall:

- a) Not be amended;
- b) Not be debated;
- c) Apply to the motion or amendment under debate at the time when the motion to put the question is made;
- d) Not be received in any Committee;
- e) Be moved using the words "That the question now be called."

**15.18.** If a motion to call the question is decided in the affirmative by a majority vote of the Members present, then the preceding motion or amendment shall be voted on immediately without further debate or comment.

**15.19.** A motion to refer a matter under consideration to a Committee or the Administration or elsewhere shall:

- a) Be open to debate;
- b) Be amendable; and,
- c) Preclude amendment or debate of the preceding motion, unless the motion to refer is resolved in the negative, in which case the preceding motion shall be open to debate and amendment.

**15.20.** A motion to amend shall:

- a) Be open to debate;
- b) Not propose a direct negative to the main motion;
- c) Be relevant to the main motion; and
- d) Not be further amended more than once.

## **PART 16 VOTING PROCEDURES**

**16.1.** Voting on the main motion and amending motions shall be conducted in the following order:

- a) A motion to amend a motion to amend the main motion;
- b) A Motion (as amended or not) to amend the main motion;
- c) The main motion (as amended or not).

**16.2.** When the motion under consideration contains two distinct propositions, upon the request of any Member, the Mayor or Chair shall divide the question and the vote upon each proposal shall be taken separately. The mover and seconder shall remain the same for both motions.

**16.3.** A motion shall be put to a vote by the Mayor immediately after all Members desiring to speak on the motion have spoken in accordance with Section 11.7. of this By-Law.

- 16.4. After a motion is put to a vote no Member shall speak on that motion, except to request a recorded vote. No other motion shall be made until after the result of the vote is announced.
- 16.5. Every Member present at a Council Meeting when a question is put shall vote thereon, except where he is disqualified to vote by reason of a pecuniary interest or is absent from the Council Chamber when the question is put.
- 16.6. Every Member who is not disqualified from voting by reason of a declared pecuniary interest shall be deemed to be voting against the motion if he declines or abstains from voting.
- 16.7. All votes shall be by show of hands, except when a recorded vote is requested. The manner of determining the decision of the Council on a motion shall not be by secret ballot or by any other method of secret voting.
- 16.8. The Mayor shall announce the result of every vote after requesting both ayes and nays. The Clerk shall record the vote.
- 16.9. When there is a tie vote on any motion, it shall be deemed to have been decided in the negative.
- 16.10. When called for by any Member or when required by law, a recorded vote shall be taken by the Clerk in random order and the results shall be declared by the Clerk.
- 16.11. A Member may call for a recorded vote prior to or immediately after the taking of the vote.
- 16.12. When a recorded vote is taken, the names of those who voted for and against the motion shall be entered in the minutes.
- 16.13. In any vote required of the Whole Council, the number of Members constituting the Council shall be determined by excluding:
  - a) The number of Members who are present at the Meeting but who are excluded by voting by reasons of the Municipal Conflict of Interest Act;
  - b) The number of seats that are vacant on the Council by reasons of Section 259 of the Municipal Act.

## **PART 17 RECONSIDERATION**

- 17.1. A motion to reconsider a decided matter within the term of Council shall only be introduced by a Member who voted with the majority on the original motion. Before accepting a motion to reconsider, the Mayor may ask the Member to confirm that he voted with the majority on the issue in question.

- 17.2. No debate on a motion to reconsider a decided matter shall be permitted; however, the mover of a motion to reconsider may provide or may make a brief and concise statement outlining the reasons for proposing such reconsideration.
- 17.3. No motion for reconsideration of any decided matter shall be permitted more than once during a period of twelve months following the date on which the question was decided.
- 17.4. If a motion to reconsider is decided in the affirmative at a meeting, then consideration of the original matter shall become the next order of business.

## **PART 18 ENACTMENT OF BY-LAWS**

- 18.1. The Clerk shall ensure that by-laws are prepared and placed on the agenda. Every by-law when introduced shall be in typewritten form and shall contain no blanks except such as may be required to conform to accepted procedure or to comply with provisions of any Act and shall be complete.
- 18.2. Every By-law shall receive three separate readings before being passed.
- 18.3. The first, second, and the third and final reading for all by-laws addressed in a single motion, without amendment or debate. By-laws may be addressed in a consent agenda, with the vote to be carried out in the By-law portion of the agenda.
- 18.4. By-laws may be given all three readings at the same meeting, except when requested otherwise by a motion passed by the majority of the Members present or as otherwise provided in law.
- 18.5. Every by-law enacted by the Council shall be numbered and dated, and shall be, sealed with the seal of the Corporation, and signed by the Mayor or presiding officer and the Clerk and shall be deposited in the vault by the Clerk for safekeeping.

## **PART 19 COMMITTEES**

### **19.1. Procedure**

A committee shall conform to the rules governing protocol and procedures for Council meetings, unless otherwise noted herein.

All committees shall be bound by Closed Session provisions set out in this by-law.

### **19.2. Establishment-Appointment**

**19.2.1.** Council may establish Council Committees to help support its work. Council shall set the mandate for each Council Committee by resolution or by-law.

**19.2.2.** The names of Members required to serve on the Council Committees, Boards, Commissions or other bodies to which Council is required or empowered to appoint persons, shall be determined by Council.

**19.2.3.** Council may appoint Members to any Local Boards or Council Committees to act in the place of any Members thereof who, by reason of illness or absence from the Municipality, are unable to attend the meetings of the Council Committees or who resign before their terms of office have expired.

**19.3. Local Boards**

Council shall appoint members to Local Boards as requires by statute. Members are appointed to Local Boards by Council by by-law or resolution.

**19.4. Standing Committees**

Standing Committees of Council are committees that consist of at least 50% of the membership consisting of Members of Council, which are appointed by Council by by-law.

**19.5. Council Advisory Committees**

The duties of Advisory Committees created by Council shall be to report and to make recommendations to Council on all matters relating to their terms of reference or that have been referred to them. Advisory Committees shall generally have one representative appointed from Council.

**19.6. Special Purpose Committees**

The duties of Special Purpose Committees, appointed by Council By-Law or Resolution, shall report to Council on any matters relating to their terms of reference or that have been referred to them.

**19.7. Mayor-Ex-officio**

The Mayor is an ex-officio Member of every Council Committee.

The Mayor may vote and otherwise participate without any restriction in the business of the Committee on the same basis as any other Committee Member, but shall not be counted in quorum for the Committee.

**19.8. Terms of Reference**

Subject to the provision of any general or special Act, the Council, in establishing any Council Committee, shall set forth terms of reference and such other provisions as the Council deems proper.

Council may consider any matter without referring it to a Council Committee or may refer it to one or more committees or refer it to the Committee-of-the-Whole Meeting and may withdraw a matter from a Council Committee whether or not the Council Committee has entered into consideration.

**19.9. Quorum**

A majority of the Members of a Council Committee shall be a quorum.

**19.10. Committee Chair**

Annually, each Committee at its first meeting shall appoint a Committee Chair and Committee Vice-Chair from among its Members, unless otherwise specified in the Council Committee's Terms of Reference. Each Committee shall have the authority to alter the time of its meetings and to hold special meetings. Notice of Council Committee meetings shall be given by the Clerk in accordance with this by-law.

**19.11. Attendance**

Members of Council may attend meetings of any Advisory Committee of which they are not Members but shall not have the privilege of voting and may not address the Committee without the permission of the Chair.

**19.12. Minutes**

The Minutes of all Council Committees shall be recorded according to the process set out in this by-law and forwarded to Council to be received as information. The Clerk, Deputy Clerk or a person delegated by the Clerk in writing shall be the recording secretary for all Standing Committees of Council.

**PART 20 DISCLOSURES OF PECUNIARY INTEREST AND GENERAL NATURE THEREOF**

20.1. Members shall be required to comply with and disclose as required by the *Conflict of Interest Act*.

**PART 21 MAYOR AND COUNCILLOR COMMENTS AND ANNOUNCEMENTS**

21.1 The Mayor and Councillor Comments and Announcements section of the agenda is for the purpose of providing information only. Comments are not debatable, nor shall they introduce new business. Comments shall be limited to five (5) minutes per Member.

**PART 22 CONFIRMING BY-LAW**

22.1 The proceedings at every Regular and Special Meeting shall be confirmed by By-Law so that every decision of the Council at the previous Regular Meeting and any Special Meetings and every Resolution passed thereat shall have the same force and effect as if each and every one of them had been the subject matter of a separate by-law duly enacted.

**PART 23 POINTS NOT PROVIDED FOR**

23.1. Subject to the provisions of the Municipal Act, and except as expressly provided for in this By-law, Robert's Rules of Order, current addition, shall be referred to and abided by as far as applicable when questions arise respecting the interpretation of the rules contained in this By-law, and on all points of order or procedure not provided for in this By-law.

- 23.2.** Subject to Section 34.1, all points of order or procedure not provided for in this By-law or in Roberts Rules of Order shall be decided by a vote of Council or Committee members present.

**PART 24 PROCEDURAL IMPERFECTIONS**

- 24.1.** The lawful will and intent of the Council shall always take precedence and procedural imperfections in the dispatch of business shall not affect the validity of any action taken.

**PART 25 EXECUTION OF DOCUMENTS**

- 25.1.** Whenever to give effect and any resolution or by-law of the Corporation, or to perform any of the statutory duties of the Corporation the execution of any document is required, the Head of Council or designate, Clerk or designate are hereby authorized for and in the name of the Corporation to affix the seal of the Corporation to such documents.

**PART 26 VALIDITY AND SEVERABILITY**

- 26.1.** If any section, subsection, clause, paragraph, or provision of this by-law be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, the same shall not affect the validity or enforceability of any other provision of this by-law or of the by-law as a whole.

**PART 27 ACCESSIBILITY OF DOCUMENTS**

- 27.1.** Documents are available in alternate formats upon request from the Clerk.

**PART 28 ENACTMENT**

- 28.1.** THAT By-Law 2023-77 is hereby repealed.
- 28.2.** THAT this By-Law shall come into force and take effect on the date of its final passing.

Read a first, second and third and final time this 25<sup>th</sup> day of January, 2024.

**ORIGINAL SIGNED AT MUNICIPAL OFFICE**

\_\_\_\_\_  
Richard Leatham, Mayor

\_\_\_\_\_  
Terri Towstiuc, Clerk





Tiny Tots Co-operative Nursery School  
11443 Furnival Rd, Rodney, ON, N0L 2C0  
519-785-2164  
ttcns78@gmail.com

Monday, December 9, 2024

Dear West Elgin Council

Just over a month ago our early years community partners got together to plan a festive event. On Saturday, December 7<sup>th</sup> we held our first community Breakfast with Santa, and it was a huge success! We served pancakes, sausage, and fruit cups to over 300 people. We had photos with Santa, cookie decorating, story time, and many activities for children ages 0-12. We also collected nearly \$300 plus canned goods for the local food banks. Together with the West Elgin Community Health Centre, Dutton Child Care Centre's three locations, the library, Dutton Dunwich Municipality, we had an amazing day! We had support from many volunteers and even the local service clubs donated some money to put towards food, supplies, crafts, plus a book for every child. The purpose of this letter is to kindly ask for a donation from the Municipality of West Elgin in the form of waived or discounted hall rental fees. Our tab for Saturday is \$550 plus HST. We understand we are late in asking and that applications for Community Grants are due a year before but we're hoping it can be considered. We will definitely apply for 2025!

Sincerely,

Shelley Smith  
Supervisor/RECE  
Tiny Tots Co-operative Nursery School of Aldborough Inc.

December 16, 2024

To Whom it might concern:

I am writing this on behalf of the West Lorne Optimist Club. We are planning on hosting a quarter auction on Friday Night, January 31, 2025. Profits from this event would go back into the community.

We would like to have the rental fees waived for this event.

Thank you for your consideration.

West Lorne Optimist Club



Joan Neil, Co-Chair

Quarter Auction Event



## The Corporation of The Municipality of West Elgin

### By-Law 2024-83

#### Being a By-Law to appoint members to the various Boards, Committees and Authorities in the Municipality of West Elgin, and Repeal By-law 2024-32.

**Whereas** the *Municipal Act 2001*, as amended, Section 8 confers broad authority on municipalities thereby allowing them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues; and

**Whereas** the Council of the Municipality of West Elgin deems it expedient to appoint persons to provide for and assist in the administration, protection and management of the Municipality; and

**Now Therefore** Be It Resolved That the Council of The Corporation of the Municipality of West Elgin enacts as follows

#### 1. Application

- 1.1 In the event of conflict with provincial legislation, the provisions of the provincial legislation shall prevail.
- 1.2 This by-law does not apply to a Compliance Audit Committee established by Council under the provisions of the Municipal Elections Act, 1996, as amended.
- 1.3 The Clerk is responsible for establishing and updating from time to time any forms which may be required by this by-law.

#### 2. Definitions

- a) “Ad Hoc Committee” means a Committee established by Council to review a specific matter and once the Committee has reported to Council with respect to its findings and recommendations, the Committee is automatically dissolved;
- b) “CAO/Treasurer” means the Chief Administrative Officer and Treasurer, or his or her designate;
- c) “Council” means the Council of The Corporation of the Municipality of West Elgin;
- d) “Council Member” means the Mayor or a Councillor;
- e) “Member” means a person, including a Council Member, appointed to serve on a Board or Committee established under this by-law;
- f) “Procedural By-Law” means the Municipality of West Elgin Procedural By-Law 2018-43, as amended, and any successor procedural by-law adopted by Council;

- g) "Statutory Board or Committee" means a committee or local board that Council is required by provincial legislative to establish; and
- h) "Standing Committee" means a committee established by Council and consisting solely of Members of Council.

### 3. Creation and Disposition of Committees

#### 3.1 Ad Hoc Committees

Council may from time to time, by resolution, establish such Ad Hoc Committees as it deems appropriate to provide recommendations to Council on a specific initiative or matter. Ad Hoc Committees shall be discontinued by Council resolution when their mandate has been completed.

#### 3.2 Advisory Committees

Council may from time to time, by resolution, establish such Advisory Committees as it deems appropriate to provide recommendations to Council on a specific matter.

#### 3.3 Local Boards

Council may from time to time, by by-law, establish such Local Boards as it deems appropriate to carry out those functions which Council may lawfully authorize such Local Boards to preform, pursuant to the statue authorizing the creation of the Local Boards.

#### 3.4 Standing Committee

Council may from time to time, by by-law, establish such Standing Committees as it deems appropriate to address matters.

### 4. Terms of Reference

- 4.1 Whenever possible, the Terms of Reference for a committee shall be established by Council in conjunction with the creation of the Ad Hoc or Advisory Committee. In circumstances where to do so is not possible as a prelude to undertaking any other action, staff may be directed to prepare a proposed Terms of Reference for approval concurrent with the recruitment and first meeting(s) of the Committee.

### 5. Terms of Office

- 5.1 That appointments shall be for the Term of Council unless otherwise specified.

#### 5.2 Resignation, Withdrawal or Removal from Office

Members may resign from office at any time by submitting a letter of resignation to the Clerk and such resignation shall be effective upon receipt of such letter by the Clerk. Normally resignations are tabled for the information of Council at a subsequent meeting.

#### 5.3 Continuation Where a Member is Retired

It is intended that all Local Boards and Committees shall have the membership as set forth in the Terms of Reference for that entity. Where a Member resigns or is

removed from office, Council shall determine within two (2) months whether to select a new Member or amend the Terms of Reference respecting the membership of that entity.

#### 5.4 Attendance

Members are expected to attend all Meetings. Should an appointee engage in a course of absenteeism, as reflected in the minutes of the Local Boards and Committees, Council may, with or without a recommendation from the Local Boards and Committees, resolve to remove said Member from office.

### 6. Membership

- 6.1 The Mayor shall be an ex-officio Member of all Committees and Local Boards as may be established from time to time. Ex-officio Member may take part in Committee discussions and may take part in the vote, but is not counted in order to form a quorum.
- 6.2 The Members for each Local Board shall be appointed from time to time by by-law or resolution until such time as the by-law is amended.
- 6.3 All vacancies for Local Boards and Committees shall be advertised in the local media and any manner determined by the Clerk.
- 6.4 All applications shall be submitted on a form established by the Clerk. Such applications shall be considered public documents. All applications received shall be kept by the Clerk until the end of the term of the current Council.
- 6.5 The selection of applicants shall be confirmed in an open Council Meeting. Nonetheless, given that aspects of the selection process may touch upon matters of a personal nature, Council may, at its discretion, review applications for office in a Closed Session Meetings prior to confirming appointments at an open Council Meeting.
- 6.6 All Members of Local Boards and Committees must at all times during their term of office be a resident within the municipality, or an owner of land within the municipality, or a tenant for the purposes of business tax as shown on the last revised Assessment Rolls for the municipality.
- 6.7 Upon selection by Council and prior to undertaking any activity associated with the Local Boards and Committees, all appointees shall complete a Committee Declaration of Appointed Office and Authorization Form to Release Personal Information approved by the Clerk. The format of the Committee Declaration of Appointed Office and Authorization Form to Release Personal Information shall be approved by the Clerk.

### 7. Administrative Support

- 7.1 The duties of the Secretary to each Committee shall be carried out by Clerk or Alternate. Where the staff person appointed by the CAO/Treasurer is unavailable, the Committee or Local Board Members shall appoint a person as Secretary for the purposes of that Meeting.

- 7.2 The Secretary shall prepare an Agenda and attachments at the direction of the appropriate Chair and shall make such materials available to all Council Members, to the Committee Members, to the CAO/Treasurer.
- 7.3 The Secretary shall provide Notice of the Meeting to the public in accordance with the provisions in the current or Procedural By-Law applicable provincial legislation.

8. Open Meetings and Notice of Meetings

- 8.1 All Meetings of Ad Hoc and Advisory Committees and Local Boards shall be open to the public, except as provided for in the Municipal Act, and Committee/Board Members shall observe all provisions respecting Closed Session Meetings.

9. Procedures and Rules of Debate

- 9.1 Procedures and rules of debate as set out in the Procedural By-law shall apply in the conduct of all Committee Meetings.
- 9.2 It is intended that the conduct of all Local Board Meetings shall be respectful, and the Meeting shall incorporate all statutory requirements in relation to that Local Board.
- 9.3 The order of business shall include disclosures of pecuniary interest and the general nature thereof.

10. Enactment

- 10.1 That Schedule "A" being a listing of Council appointments, attached hereto, is hereby adopted and forms and integral part of the by-law.
- 10.2 That this By-Law shall take effect and come into force on the third and final reading thereof.
- 10.3 That By-law 2024-32 be hereby repealed.

Read a first, second and third and final time this 19<sup>th</sup> day of December, 2024.

\_\_\_\_\_  
Richard Leatham, Mayor

\_\_\_\_\_  
Terri Towstiuc, Clerk

Schedule "A" to By-Law 2024-82

**Committee of Adjustment:** All of Council, as per the current Committee of Adjustment appointment By-law

**Property Standards Committee:** All of Council, as per the Property Standards By-law

**Economic Development:** Councillor Bill Denning  
Councillor Ryan Statham

**West Elgin Committee Centre Board of Management (Arena):**  
Councillor Ryan Statham  
Councillor Bill Denning

**West Elgin Recreation Committee:** Deputy Mayor Tellier  
Councillor Heather Dougherty

**Community Policing Committee:** Councillor Ryan Statham

**Four Counties Transit Board:** Councilor Ryan Statham  
Mayor Richard Leatham

**Healthy committees Partnership Committee:** Councillor Bill Denning

**Lower Thames Conservation Authority:** Mayor Richard Leatham

**Tri-County Water Board of Management:** Mayor Richard Leatham (*Alternate Only*)  
Deputy Mayor Taraesa Tellier  
Councillor Ryan Statham  
Councillor Bill Denning  
Councillor Heather Dougherty

**West Elgin Community Health Centre Support Planning Committee:**  
Mayor Richard Leatham

**West Lorne Heritage Home Board of Directors:** Deputy Mayor Taraesa Tellier

**Elgin Land Division:** West Elgin Appointee, Dugald Aldred

**Rodney Aldborough Agricultural Society:** Councillor Heather Dougherty

**Dutton Dunwich West Elgin Housing Stability Coalition:** Councillor Bill Denning

**Old Town Hall, Ad Hoc Committee:** Deputy Mayor Taraesa Tellier  
Councillor Ryan Statham

**Rodney Park Revitalization Committee:** Councillor Ryan Statham

**Port Glasgow Yach Club:** Mayor Richard Leatham  
Councillor Bill Denning



**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**

**BY- LAW NO. 2024-84**

**Being a By-law to regulate and licence the keeping of Backyard Hens  
within Residential First Density (R1), Hamlet Residential (HR) Rural Residential  
(RR) Zones in the Municipality of West Elgin**

**WHEREAS** Section 5(3) of the Municipal Act, 2001, S.O. 2002, c.25, as amended, provides that powers of every Council are to be exercised by by-law unless specifically authorized to do otherwise;

**AND WHEREAS** Section 8(3) of the Municipal Act, 2001 provides municipalities with the broad authority to govern affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

**AND WHEREAS** Sections 11(1) and (2) of the Municipal Act, 2001, provides that a lower-tier municipality may provide any services or thing that the Municipality considers necessary or desirable for the public in respect to the economic, social and environmental well-being of the municipality and the health, safety and well-being of persons;

**AND WHEREAS** Section 11(3) of the Municipal Act, 2001, provides that a lower-tier municipality may pass by-laws respecting matters within the following spheres of jurisdiction: animals;

**AND WHEREAS**, for the purpose of the "Pilot project", the yearly licences shall be capped at 100 for the entire Municipality;

**AND WHEREAS** the Council of the Corporation of the Municipality of West Elgin deems it expedient, necessary and in the public interest to regulate the keeping of backyard Hens in accordance with the Municipality's Zoning By-law, as amended, for the purpose of public health and safety.

**NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY  
OF WEST ELGIN ENACTS AS FOLLOWS:**

**Definitions**

**"Annual Licence Cap"** or "cap" shall refer to the maximum limit of Backyard Hens Licences being issued annually.

**"Backyard Hens"** means the accessory keeping of hens for the purpose of companionship as a pet or providing eggs for personal consumption by occupants of a dwelling on the same lot, and does not include accessory livestock, or agricultural uses otherwise defined by the Municipality of West Elgin's Zoning By-law.



**“Clerk”** means the Clerk of the Corporation of the Municipality of West Elgin or their designate.

**“Coop”** means a fully enclosed weatherproof and ventilated building where hens are kept and which the interior of includes nest boxes for egg laying, perches for the hens to sleep on, and food and water containers.

**“Council”** means the Council of the Corporation of the Municipality of West Elgin.

**“ Dwelling ”** means one or more rooms in a building, designed as, or intended as, or capable of being used or occupied as a single independent housekeeping unit and containing living, sleeping, sanitary and food preparation facilities or facilities for the installation of kitchen equipment and has an independent entrance. For the purpose of this By-law, a dwelling unit does not include any commercial accommodation or a recreational trailer.

**“Hen”** means a domesticated female chicken that is at least four months old.

**“Licence”** means a licence issued under this By-law.

**“Municipality”** means the Corporation of the Municipality of West Elgin.

**“Officer”** means a Police Officer or an Animal Control Officer, a By-law Enforcement / Municipal Law Enforcement Officer for the Municipality of West Elgin, or anyone working under his/her authority.

**“Outdoor Run”** means an area enclosed by wire screen intended for permitting a hen or hens to be outdoors.

**“Property”** means a parcel of land and any buildings or other structures on the land.

**“Property Owner”** means the registered owner(s) of a property within the Municipality of West Elgin.

**“Slaughtering”** means the killing of livestock for purposes that include the use of meat for food, which includes backyard hens for the purpose of this by-law.

**“Waitlist”** means the list of applications received after the cap of 20 issued licences has been reached.

**“Zoning By-law”** means a by-law passed under Section 34 of the Planning Act that regulates the use of land in the Municipality of West Elgin.

## **1. Administration**

1.1 The Corporation of the Municipality of West Elgin is responsible for the administration and enforcement of this by-law.

1.2 The provisions of this By-law shall apply to the keeping of Backyard Hens in accordance with the Zoning By-law within the boundaries of the Municipality of West Elgin.

- 1.3 The Owner and/or applicant understands and agrees that upon notice, the Municipality may revoke the licence/permission to keep hens at anytime, and the keeping of hens after this date is an offence under the by-law as set out in Schedule "A".

## **2. Application for Backyard Hen Licence**

- 2.1 No person shall keep Backyard Hens pursuant to this By-law, unless that person has submitted an application and receives a licence from the Municipality of West Elgin.

- 2.2 The applicant/owner of the Backyard Hens must reside on the property where the Backyard Hens are kept.

- 2.3 An application for such licence must be signed by the applicant and/or landowner and shall include, but is not limited to, the following mandatory fields:

- 1) Applicant information including name, address (mailing and physical), postal code, and telephone number and email address (if available);
- 2) Property Owner's information including name, address (mailing and physical), postal code, and telephone number and email address (if available);
- 3) Site sketch/plan illustrating the location and size of the coop and manure storage area on the property, complying with the coop regulations set out in the By-law;
- 4) Checklist of specific regulations contained in the By-law confirmed by the applicant; and,
- 5) A declaration that the applicant:
  - a) Reviewed OMAFRA Webpage titled "Raise Healthy Small Flock Poultry";
  - b) Reviewed the OMAFRA Webpage titled "Rodent Control in Livestock and Poultry Facilities";
  - c) Reviewed the Ministry of Health Factsheet titled "Reducing Health Risks Associated with Backyard Chickens";
  - d) Will provide suitable housing and shelter for the backyard Hens in their care and will maintain such housing in a clean and wholesome state, having regard for Biosecurity Recommendations for Small Flock Chicken Owners (OMAFRA);
  - e) Will provide the Backyard Hens with appropriate food, water, space and environmental conditions conducive to good health and the opportunity to socialize and engage in fundamental behaviours such as scratching, roosting and dust bathing; and,
  - f) Will abide by the regulations contained within the Backyard Hens Licensing By-law.

- 2.4 It is understood that different ministries and organizations may update their resource kits and factsheets from time to time. Staff have the authorization to make updates to the education package applicants and current permit holders are to review as outlined above in section 2.3, based on new information provided and/or recommended by OMAFRA and the Ministry of Health.
- 2.5 Tenants must obtain written permission from the property owner to keep Backyard Hens on the owner's property, of which the original or a notarized copy must be provided to the Municipality. Property owner's may remove their permission at any point in time for any and no reason, immediately rendering the permit voided. New applications must be submitted to apply for reinstatement.
- 2.6 Every application for a Backyard Hens licence shall be submitted to the Municipality on the form provided (application form).

A licence will be issued for every approved application upon receipt of payment submitted in accordance with the annual licence fee as outlined in the current User Fees By-law (as amended from time to time). Approved licences that are not paid within 30 days of their approval will not be held or guaranteed issuance based on licence availability.

Prior to any Backyard Hens being permitted, property requires a property inspection and confirmation of compliance by a Municipal Law Enforcement Officer or other authorized employee or agent of the Municipality.

- 2.7 Through the authority of this by-law the Municipality has set a yearly cap on the number of Backyard Hen licences so as not to exceed 20 approved licences per year.
- 2.8 Applications received after the cap of approved licences is reached will be added to a waitlist, whereby applicants will be notified in sequence of their submission upon licence availability.

### **Application**

- 2.9 An application shall be submitted by all new applicants for any property proposing to receive a licence, providing all the required documentation as outlined in section 2.3 of this By-law.

### **General**

- 3.0 Every application for a licence will be reviewed to determine whether it meets the requirements of this By-law. Part of this review will include circulation to applicable departments.
- 3.1 Applications received after the annual cap has been reached, will be held on a waitlist in the sequence they were received. Upon licence availability waitlisted applicants will be contacted in the order their application was received. These applicants will have 30 days to respond to the Municipality advising if they will proceed with their application.

- 3.2 Waitlisted applicants who do not inform the Municipality of their intention to proceed, will forfeit their position on the waitlist and the subsequent applicant will be contacted.
- 3.3 When waitlisted applicants are offered an available licence, they will be required to affirm that the information on their application has not changed. If the information has changed, they will be provided an opportunity to resubmit an application within a 30-days for immediate consideration.
- 3.4 Reviewing departments as part of their review, may require an inspection of the property, other than a room or place used as a dwelling.
- 3.5 If at any time the Municipality determines, as a result of evidence that is provided, that the operation of a coop does not conform to the requirements of this By-law, it may suspend or revoke the licence.
- 3.6 In the event of any changes to the conditions to which the licence approval was based on, the applicant shall notify the Municipality immediately of the changes and may be required to submit additional information, including but not limited to a new site sketch/plan of the coop location.
- 3.7 For current permit holders, applications can be submitted to transfer their current permit to a different property. All applications for transfer must be submitted to the municipality meeting all current requirements of the by-law. Failure to meet all requirements will result in the current permit being disallowed at the new property.
- 3.8 Current permits may be transferred from previous to new owners on the condition that the property is still in compliance with the by-law. Tenants may transfer permits to new tenants with written acknowledgement of the property owners and compliance with the by-law.

#### **4.0 Property Regulations**

4.1 A person is not eligible for a Backyard Hen licence of such licence unless:

- 1) The property is zoned Residential First Density (R1), Rural Residential (RR), and Hamlet Residential (HR) and is in conformity with the Municipality's Zoning By-law.
- 2) Notwithstanding any other provisions of this by-law or the Municipality's Zoning By-law to the contrary the property shall have a minimum lot area of 1,000 m<sup>2</sup> (10,760 ft<sup>2</sup>).
- 3) The property conforms to all applicable law, including but not limited to, the Health Protection and Promotion Act, laws regarding animal cruelty, and the Fire Protection and Prevention Act.
- 4) The property complies with all other municipal By-Laws and there are no outstanding orders or unpaid fines.

## **5.0 Backyard Hens Regulations**

- 5.1 A maximum of six (6) Backyard Hens shall be allowed on each permitted property.
- 5.2 All Backyard Hens shall be at least four (4) months old.
- 5.3 The keeping of roosters is strictly prohibited.
- 5.4 All deceased Backyard Hens shall be disposed of promptly in a sanitary manner.
- 5.5 The slaughtering of Backyard Hens on the property is prohibited.
- 5.6 The selling of eggs, manure, meat or other products derived from backyard Hens is prohibited.

## **6.0 Backyard Hen Coop Regulations**

- 6.1 Within any Residential First Density (R1) or Rural Residential (RR) Zone, as defined by the Municipality's Zoning By-Law, no coop (including manure storage area) or outdoor run, shall be located within:
  - 1) Conservation Authority Regulated Area, unless a permit is granted by the Conservation Authority, as defined in the Zoning By-Law mapping;
  - 2) 7.5 m of a drainage swale, open private drain, open municipal drain, catch basin or similar open access point to a drain or water course;
  - 3) A front yard or exterior side yard;
  - 4) 2 m of any dwelling;
  - 5) 3 m of any lot line;
  - 6) 1.5 m of any structure;
  - 7) 3 m from and downgradient of any well location to avoid potential water source contamination;
  - 8) 3 m of any private sewage system (including tile bed); and,
  - 9) 15 m of any lot line on which a school is located.
- 6.2 A maximum of one (1) coop and one (1) outdoor run shall be permitted per property.

A coop shall be provided that has:

  - 1) A maximum ground floor area of 9.0 m<sup>2</sup>
  - 2) At least 0.37 m<sup>2</sup> of floor area for each hen;

- 3) A maximum height of 2.5 m (8.0 feet approximately).
- 6.3 The coop and manure storage area, exclusive of the outdoor enclosure, shall not cumulatively exceed an area of 10 m<sup>2</sup>.
  - 6.4 The coop shall be a fully enclosed weatherproof structure or enclosure with ventilation and a heat source, built to prevent any rodent(s) from harbouring underneath or within its walls and to prevent entrance by any other animal. The interior shall include:
    - 1) At least one nest box per hen for egg laying;
    - 2) At least one perch giving 0.3 m of space per hen;
    - 3) At least one food and water container;
    - 4) The floor must be constructed of a material that is resistant to moisture, mould, retain heat in the cold weather and exclude rodents and predators;
    - 5) The floors must be lined with shavings, straw or other appropriate materials to absorb manure and facilitate cleaning;
    - 6) Hen boxes and a perch must be provided to accommodate all hens;
    - 7) Dust bath area must be provided (helps control mites);
  - 6.5 The coop shall have a heat source that is a Canadian Standards Association (CSA) rated product and meets the Electrical Safety Authority (ESA) standards upon installation. It is the owner's responsibility to follow the manufacturer's instructions for the heat source to ensure proper use.
  - 6.6 The coop must be kept in a clean and sanitary condition at all times, free of vermin, obnoxious smells and substances and in good repair.
  - 6.7 The coop and outdoor run shall be secured against the entry of predators.
  - 6.8 Backyard Hens must be provided with food and clean water at all times, shelter, light, and ventilation to assist in keeping the hens in good health. Food and water shall be kept in solid, rodent proof and weatherproof containers. Uneaten feed shall be removed in a timely manner.
  - 6.9 All manure shall be stored in a fully enclosed container. Manure stored on a single property shall be limited to a maximum of three (3) cubic feet. Manure shall not be disposed of as or with domestic household waste. All manure shall be removed daily from the hen coop and outdoor runs. Manure shall be used for composting, fertilizing or disposed of appropriately off-site. Licensed properties abutting an agricultural property shall not dispose of manure on the abutting property without the express written consent of the property owner.
  - 6.10 All Backyard Hens must be kept securely in a coop or outdoor run at all times. Backyard Hens are not permitted to run at large.

6.11 The coop must be locked from sunset to sunrise.

## **7.0 Right of Entry**

7.1 Every person who holds a Backyard Hen licence shall allow, at any reasonable time, a Municipal Law Enforcement Officer or other authorized employee or agent of the Municipality to inspect the property, other than any room or place used as a dwelling, to determine whether all requirements of this By-law are being complied with.

7.2 No person shall obstruct or hinder or attempt to obstruct or hinder a Municipal Law Enforcement Officer or other authorized employee or agent of the Municipality in the exercise of a power or the performance of a duty under this By-law.

## **8.0 Offence and Penalty Provisions**

8.1 Every person who contravenes any of the provisions of this by-law shall be guilty of an offence and upon conviction is liable to a fine pursuant to the *Provincial Offences Act, R.S.O. 1990, c. P. 33*, as amended.

8.2 If this By-law is contravened and a conviction entered, the court in which the conviction was entered or any Court of competent jurisdiction may, in addition to any other remedy and to any penalty that is imposed, make an order prohibiting the continuation or repetition of the offence by the person convicted.

## **9.0 Severability**

9.1 It is hereby declared that notwithstanding any section, subsections, clause, paragraph or provision of the By-law or parts thereof, may be declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or beyond the powers of Council to enact, such section or section or parts thereof shall be deemed to be severable and shall not affect the validity or enforceability of any other provisions of the By-law as a whole or part thereof and all other sections of the By-law shall be deemed to be separate and independent therefrom and enacted as such.

9.2 Whenever any reference is made in this By-law to a statute of the Legislature of the Province of Ontario, such reference shall be deemed to include all subsequent amendments to such statute and all successor legislation to such statute.

## **10.0 Force and Effect**

This by-law shall take force and effect January 1, 2025, with an expiration date of December 31, 2025.

Read a first, second, and third time and finally passed this 19<sup>th</sup> day of December, 2024.

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk

To regulate and licence the keeping of Backyard Hens within the Municipality of West Elgin

Schedule "A"

**Part I Provincial Offences Act**

<b>Item</b>	<b>Short Form Wording</b>	<b>Provisions Creating or Defining Offence</b>	<b>Set Fine</b>
1.	Fail to obtain licence	s. 2.1	\$205.00
2.	Possess more than six (6) Hens	s. 5.1	\$205.00
3.	Possess a rooster	s. 5.3	\$205.00
4.	Fail to dispose of deceased Hen promptly and in sanitary manner	s.5.4	\$250.00
5.	Permit slaughtering of Hens on property	s. 5.5	\$305.00
6.	Permit the sale of products derived from Hens	s. 5.6	\$205.00
7.	Fail to comply with coop location setbacks within settlement areas	s. 6.1	\$205.00
8.	Permit more than one (1) coop or outdoor run on property	s. 6.2	\$205.00
9.	Fail to comply with permitted size of coop and manure storage area	s. 6.3	\$205.00
10.	Fail to comply with coop maintenance standards	s.6.4	\$205.00
11.	Fail to maintain sanitary conditions	s. 6.6	\$305.00
12.	Fail to keep coop and/or outdoor run secure	s. 6.7	\$205.00



<b>Item</b>	<b>Short Form Wording</b>	<b>Provisions Creating or Defining Offence</b>	<b>Set Fine</b>
13.	Fail to provide clean food and water	s.6.8	\$205.00
14.	Fail to keep food properly stored	s.6.8	\$205.00
15.	Fail to keep manure in proper fully enclosed container	s. 6.9	\$205.00
16.	Permit storage of manure over three (3) cubic feet	s. 6.9	\$205.00
17	Failure to dispose manure separate of domestic household waste	s. 6.9	\$205.00
18.	Permit Hens to run at large	s.6.10	\$205.00
19.	Fail to lock coop from sunset to sunrise	s. 6.11	\$205.00
20.	Hinder or obstruct the Township, its employees, officers or agents	s. 7.2	\$400.00

**Note: The general penalty provision for the offences listed above is Section 8.1 of By-law 2024-84, a certified copy of which has been filed.**



MUNICIPALITY OF  
**West Elgin**

**The Corporation of the Municipality of West Elgin  
By-Law Number 2024-85**

**A By-law to establish Development Charges for the Municipality of West Elgin**

**Whereas** the *Development Charges Act, 1997* (the "Act") provides that the council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services;

**And whereas** a Development Charges Background Study has been completed in accordance with the Act;

**And whereas** Council has before it a report entitled "Municipality of West Elgin Development Charges Background Study" prepared by Watson & Associates Economists Ltd. dated September 27, 2024;

**And whereas** Council approves the capital project listing set out in Chapter 4 of the D.C. Background Study dated September 27, 2024, subject to further annual review during the capital budget process;

**And whereas** the Council of the Corporation of the Municipality of West Elgin has given notice of and held a public meeting on the 19th day of December, 2024 in accordance with the Act and the regulations thereto and determined that no further public meeting is required;

**And whereas** Council, whenever appropriate, request that grants, subsidies and other contributions be clearly designated by the donor as being to the benefit of existing development or new development, as applicable;

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

## 1.0 Definitions

### 1.1 In this by-law,

- 1) "Act" means the Development Charges Act, S.O. 1997, c. 27, as amended, or any successor thereto;
- 2) "Accessory use" means where used to describe a use, building, or structure, that the use, building or structure is naturally and normally incidental, subordinate in purpose of floor area or both, and exclusively devoted to a principal use, building or structure;
- 3) "Affordable residential unit" means a residential unit that meets the criteria set out in subsection 4.1(2) or 4.1(3) of the Act;
- 4) "Ancillary residential building" means a residential building that would be accessory to a detached dwelling, semi-detached dwelling, or row dwelling;
- 5) "Apartment unit" means any residential dwelling unit within a building containing three or more dwelling units where access to each residential unit is obtained through a common entrance or entrances from the street level and the residential units are connected by an interior corridor;
- 6) "Attainable residential unit" means a residential unit that meets the criteria set out in subsection 4.1(4) of the Act;
- 7) "Bedroom" means a habitable room larger than seven square metres, including a den, study, or other similar area, but does not include a living room, dining room or kitchen;
- 8) "Benefitting area" means an area defined by a map, plan or legal description in a front-ending agreement as an area that will receive a benefit from the construction of a service;
- 9) "Board of education" means a board defined in subsection 1(1) of the Education Act, or any successor thereto;
- 10) "Building Code Act" means the Building Code Act, R.S.O. 1990, c.B.-13, as amended, or any successor thereto;
- 11) "Capital cost" means costs incurred or proposed to be incurred by the municipality or a local board thereof directly or by others on behalf of and as authorized by the municipality or local board;
  - i. to acquire land or an interest in land, including a leasehold interest;
  - ii. to improve land;
  - iii. to acquire, lease, construct or improve buildings and structures;
  - iv. to acquire, construct or improve facilities including:

- a. furniture and equipment other than computer equipment;
  - b. materials acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act; and
  - c. rolling stock with an estimated useful life of seven years or more, and;
  - v. to undertake studies in connection with any of the matters referred to in clauses (i) to (iv);
  - vi. to complete the development charge background study required under section 10 of the Act;
  - vii. interest on borrowing for those expenditures under clauses (i) to (iv) above that are growth-related;
- 12)"Commercial" means any non-residential development not defined under "institutional" or "industrial";
- 13)"Council" means the Council of the Municipality of West Elgin;
- 14)"Development" means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the size or usability thereof, and includes redevelopment;
- 15)"Development charge" means a charge imposed pursuant to this By-law;
- 16) "Dwelling room" means either:
- a) each bedroom used, designed, or intended for use by one or more persons living together in a lodging home, dormitories; or
  - b) in the case of a special care/special dwelling unit/room, each individual room or suite of rooms used, designed, or intended for use by one or two persons with or without exclusive sanitary and/or culinary facilities;
- 17)"Dwelling unit" means any part of a building or structure used, designed, or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;
- 18)"Existing industrial building" means an industrial building or buildings existing on site in the Municipality of West Elgin on the date of by-law passage or the first building constructed and occupied on a vacant site pursuant to site plan approval under Section 41 of the Planning Act, R.S.O. c.P.13 subsequent to this by-law coming to effect for which full development charges were paid.

- 19) "Farm building" means that part of a bona fide farm operation encompassing barns, silos and other ancillary development to an agricultural use, but excluding a residential use;
- 20) "Grade" means the average level of finished ground adjoining a building or structure at all exterior walls;
- 21) "Gross floor area" means the total floor area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from other dwelling units or other portion of a building;

In the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for any of the following:

- a) A room or enclosed area within the building or structure above or below grade that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that services the building;
- b) Loading facilities above or below grade;
- c) A part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;
- 22) "Industrial" means lands, buildings or structures used or designed or intended for or in conjunction with:
- i. the production, compounding, processing, packaging, crating, bottling, packing, or assembling of raw or semi-processed goods or materials in not less than seventy-five percent of the total gross floor area of the building or buildings on a site ("manufacturing") or warehousing related to the manufacturing use carried on in the building or buildings;
  - ii. research or development in connection with manufacturing in not less than seventy-five percent of the total gross floor area of the building or buildings on a site;
  - iii. retail sales by a manufacturer, if the retail sales are at the site where the manufacturing is carried out, such retail sales are restricted to goods manufactured at the site, and the building or part of a building where such retail sales are carried out does not constitute greater than twenty-five percent of the total gross floor area of the building or buildings on the site; or

- iv. Office or administrative purposes, if they are,
  - a. carried out with respect to manufacturing or warehousing; and
  - b. In or attached to the building or structure used for such manufacturing or warehousing;
- 23)"Institutional" means lands, buildings or structures used or designed or intended for use by an organized body, society or religious groups for promoting a public or non-profit purpose;
- 24) "Interest rate" means the annual rate of interest as set out in section 26.3 of the Act.
- 25)"Local board" has the same definition as defined in the Development Charges Act, S.O. 1997;
- 26)"Local services" means those services, facilities or things which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under Sections 51 or 53 of the Planning Act R.S.O. 1990, as amended or any successor thereto;
- 27)"Mezzanine" means an intermediate floor assembly between the floor and ceiling of any room or storey and includes an interior balcony;
- 28)"Municipality" means The Corporation of the Municipality of West Elgin;
- 29)"Non-profit housing development" means Development of a building or structure that meets the criteria set out in section 4.2 of the Act.
- 30)"Non-residential use" means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use and includes all commercial, industrial and institutional uses;
- 31)"Other multiple" means all residential units other than a single detached dwelling, semi-detached dwelling, apartment dwelling or a special care/special dwelling unit, including;
- 32)"Owner" means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;
- 33)"Place of Worship" means that part of a building or structure that is exempt from taxation as a place of worship under the Assessment Act, as amended or any successor thereto;
- 34)"Redevelopment" means the construction, erection or placing of one or more buildings on land where all or part of a building on such land has been previously demolished, or changing the use of all or part of a building from a residential purpose to a non-residential purpose or from a non-residential purpose to a residential purpose, or changing all or part of a building from one form of residential development to another

form of residential development or from one form of non-residential development to another form of non-residential development;

35)"Regulation" means any regulation made pursuant to the Act;

36)"Rental housing" means development of a building or structure with four (4) or more residential units all of which are intended for use as rented residential premises;

37)"Residential use" means lands, buildings or structures of any kind whatsoever used, designed or intended to be used as living accommodations for one or more individuals;

38)"Semi-detached dwelling" means a dwelling unit in a residential building consisting of two dwelling units having one vertical wall or one horizontal wall, but no other parts, attached or another dwelling unit where the residential units are not connected by an interior corridor;

39)"Services" (or "service") means those services set out in Schedule "A" to this By- law;

40)"Servicing agreement" means an agreement between a landowner and the municipality relative to the provision of municipal services to specified lands within the municipality;

41)"Single detached dwelling unit" means a residential building consisting of one dwelling unit and not attached to another structure and includes mobile homes;

42)"Special care/special dwelling" means a residence

- a) containing two or more dwelling rooms, which rooms have common entrance from street level;
- b) where the occupants have the right to use in common with other occupants, halls, stairs, yards, common room and accessory buildings; and
- c) that is designed to accommodate persons with specific needs, including but not limited to, independent permanent living- arrangements; and where support services, such as meal preparation, grocery shopping, laundry, housing, nursing, respite care and attending services are provided at various levels; and includes but is not limited to retirement homes or lodges, group homes, dormitories, and hospices;

## **2.0 DESIGNATION OF SERVICES/CLASSES OF SERVICES**

2.1 The categories of services/classes of services for which development charges are imposed under this by-law are as follows:

- a) Services Related to a Highway;
- b) Fire Protection Services;
- c) Parks and Recreation Services; and
- d) Growth Studies.

2.2 Components of the services designated in Subsection 2.1 are described in Schedule "A".

### **3.0 APPLICATION OF BY-LAW RULES**

3.1 Development charges shall be payable in the amounts set out in this by-law where:

- a) the lands are located in the area described in Subsection 3.2; and
- b) the development of the lands requires any of the approvals set out in Subsection 3.4 (a).

#### **Area to Which By-law Applies**

3.2 Subject to Subsection 3.3, this by-law applies to all lands in the geographic area of the Municipality.

3.3 This by-law shall not apply to lands that are owned by and used for the purposes of:

- a) the Municipality of West Elgin or a "local board" thereof;
- b) a "board of education" as defined in Section 1(1) of the Education Act, R.S.O. 1990;
- c) County of Elgin or a "local board" thereof;
- d) Land vested in or leased to a university that receives regular and ongoing operating funds from the government for the purposes of post-secondary education is exempt from development charges imposed under the Development Charges Act, 1997 if the development in respect of which development charges would otherwise be payable is intended to be occupied and used by the university.

#### **Approvals for Development**

3.4 a) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires,

- (i) the passing of a zoning by-law or an amendment to a zoning by-law under Section 34 of the Planning Act, R.S.O. 1990;
- (ii) the approval of a minor variance under Section 45 of the Planning Act, R.S.O. 1990;
- (iii) a conveyance of land to which a by-law passed under Subsection 50(7) of the Planning Act, R.S.O. 1990, applies;
- (iv) the approval of a plan of subdivision under Section 51 of the Planning Act;
- (v) a consent under Section 53 of the Planning Act;



(vi) the approval of a description under Section 50 of the Condominium Act, R.S.O. 1990; or

(vii) the issuing of a permit under the Building Code Act S. 0. 1990, in relation to a building or structure.

- b) No more than one development charge for each service designated in Subsection 2.1 shall be imposed upon any lands, buildings or structures to which this by-law applies even though two or more of the actions described in Subsection 3.4(a) are required before the lands, buildings or structures can be developed.
- c) Despite Subsection 3.4(b), if two or more of the actions described in Subsection 3.4(a) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

### **Exemptions**

3.5 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:

- a) an enlargement to an existing dwelling unit;
- b) the creation of additional dwelling units equal to the greater of one or 1% of the existing dwelling units in an existing residential rental building containing four or more dwelling units or prescribed ancillary structure to the existing residential building;

3.6 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to the creation of any of the following in existing houses:

- a) A second residential unit in an existing detached house, semi-detached house or rowhouse on a parcel of land on which residential use, other than ancillary residential use, is permitted, if all buildings and structures ancillary to the existing detached house, semi-detached house or rowhouse cumulatively contain no more than one residential unit.
- b) A third residential unit in an existing detached house, semi-detached house or rowhouse on a parcel of land on which residential use, other than ancillary residential use, is permitted, if no building or structure ancillary to the existing detached house, semi-detached house or rowhouse contains any residential units.
- c) One residential unit in a building or structure ancillary to an existing detached house, semi-detached house or rowhouse on a parcel of urban residential land, if the existing detached house, semi-detached house or rowhouse contains no more than two residential units and no other building or structure ancillary to the existing detached house, semi-detached house or rowhouse contains any residential units.

3.7 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to the creation of any of the following in new residential buildings:

- a) A second residential unit in a new detached house, semi-detached house or rowhouse on a parcel of land on which residential use, other than ancillary residential use, is permitted, if all buildings and structures ancillary to the new detached house, semi-detached house or rowhouse cumulatively will contain no more than one residential unit
- b) A third residential unit in a new detached house, semi-detached house or rowhouse on a parcel of land on which residential use, other than ancillary residential use, is permitted, if no building or structure ancillary to the new detached house, semi-detached house or rowhouse contains any residential units
- c) One residential unit in a building or structure ancillary to a new detached house, semi-detached house or rowhouse on a parcel of urban residential land, if the new detached house, semi-detached house or rowhouse contains no more than two residential units and no other building or structure ancillary to the new detached house, semi-detached house or rowhouse contains any residential units

### 3.8 **Exemption for Industrial Development:**

3.8.1 Notwithstanding any other provision of this by-law, there shall be an exemption from the payment of development charges for one or more enlargements of an existing industrial building on its site, whether attached or separate from the existing industrial building, up to a maximum of fifty percent of the gross floor area before the first enlargement for which an exemption from the payment of development charges was granted pursuant to the Development Charges Act or this subsection. Development charges shall be imposed in accordance with this by-law with respect to the amount of the floor area of an enlargement that results in the gross floor area of the industrial building being increase by greater than fifty percent of the gross floor area of the existing industrial building.

3.8.2 If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:

- 1) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
- 2) divide the amount determined under subsection 1) by the amount of the enlargement.

### 3.9 **Other Exemptions/Reductions**

Notwithstanding the provision of this By-law, development charges shall not be imposed with respect to:

- lands, buildings or structures used or to be used for a place of worship or for the purposes of a cemetery or burial ground exempt from taxation under the Assessment Act, R.S.O. 1990;
- the development of non-residential farm buildings constructed for bona fide farming uses;
- Non-profit Housing Residential Development;
- Affordable Residential Units required pursuant to section 34 and 16(4) of the Planning Act (Inclusionary Zoning);
- Affordable Residential Units;
- Attainable Residential Units (when proclaimed as per section 4.1 of the Act);

### 3.9.1 **Discounts for Rental Housing (for profit)**

The D.C. payable for rental housing developments, where the residential units are intended to be used as a rented residential premises will be reduced based on the number of bedrooms in each unit as follows:

- Three (3) or more bedrooms – 25% reduction;
- Two (2) bedrooms – 20% reduction; and
- Fewer than two (2) bedrooms – 15% reduction.

## **Amount of Charges**

### **Residential**

3.10 The development charges described in Schedule B to this by-law shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed-use building or structure, on the residential uses in the mixed-use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

### **Non-Residential Uses**

3.11 The development charges described in Schedule B to this by-law shall be imposed on non-residential uses of lands, buildings or structures, and, in the case of a mixed-use building or structure, on the non-residential uses in the mixed-use building or structure and calculated with respect to each of the services according to the gross floor area of the non-residential use.

## **Reduction of Development Charges Where Redevelopment**

- 3.12 Despite any other provision of this by-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 5 years prior to the date of payment of development charges in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:
- a) In the case of a residential building or structure, or in the case of a mixed- use building or structure, the residential uses in the mixed- use building or structure, an amount calculated by multiplying the applicable development charge under Subsection 3.10 and of this by-law by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.
  - b) In the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charges under subsection 3.11 by the gross floor area that has been or will be demolished or converted to another principal use; provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

### **Time of Payment of Development Charges**

- 3.13 Development charges imposed under this section are payable upon issuance of the first building permit with respect to each dwelling unit, building or structure.
- 3.14 Notwithstanding subsection 3.13 development charges for rental housing and institutional developments are due and payable in 6 equal annual payments commencing with the first instalment payable on the earlier of the date the first occupancy permit is granted or the date of first occupancy, and each subsequent instalment, including interest calculated in accordance with section 26.3 of the Act.
- 3.15 Where the development of land results from the approval of a site plan or zoning by-law amendment received on or after January 1, 2020, and the approval of the application occurred within the timing set out in the Act, the development charges under subsections 3.10 and 3.11 shall be calculated on the rates set out in Schedule “B” on the date of the planning application, including interest in accordance with section 26.3 of the Act. Where both planning applications apply, development charges under subsections 3.10 and 3.11 shall be calculated on the rates, including interest in accordance with section 26.3 of the Act, payable on the anniversary date each year thereafter, set out in Schedule “B” on the date of the later planning application, including interest.
- 3.16 Despite sections 3.13 to 3.15, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid

before or after it would otherwise be payable, in accordance with section 27 of the Act.

#### **4.0 PAYMENT BY SERVICES**

4.1 Despite the payments required under Subsections 3.10 and 3.11, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service for which a development charge is imposed under this by-law.

#### **5.0 INDEXING**

5.1 Development charges imposed pursuant to this by-law shall be adjusted annually, without amendment to this by-law, commencing on January 1, 2025 and each January 1 annually thereafter, in accordance with the Statistics Canada Quarterly Construction Price Statistics.

#### **6.0 TRANSITION PERIOD FOR DEVELOPMENTS**

6.1 Subject to section 3.15, if a complete application for a development has been submitted prior to the date of passage of this by-law, then the development would not be subject to a D.C. if a building permit is issued within 6 months of the date of passage of this by-law.

#### **7.0 SCHEDULES**

The following schedules to this by-law form an integral part thereof:

Schedule "A" - Components of Services Designated in Subsection 2.1

Schedule "B" - Residential and Non-Residential Development Charges

#### **8.0 DATE BY-LAW IN FORCE**

8.1 This By-law shall come into effect at 12:01 AM on January 1, 2025.

#### **9.0 DATE BY-LAW EXPIRES**

9.1 This by-law will expire as of 10 years from the date of passage, unless it is repealed at an earlier date.

**READ A FIRST AND SECOND TIME THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.  
READ A THIRD TIME AND FINALLY PASSED THIS 19<sup>th</sup> DAY OF DECEMBER, 2024.  
THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN.**

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk

**SCHEDULE "A"**

**TO BY-LAW NO. 2024-XX**

**DESIGNATED MUNICIPAL SERVICES/CLASSES OF SERVICE UNDER THIS BY-LAW**

Services Related to a Highway

Roads

Bridges and Culverts

Sidewalks

Streetlights

Facilities

Vehicles and Equipment

Fire Protection Services

Fire Stations

Fire Vehicles

Small Equipment and Gear

Parks and Recreation Services

Parkland Development

Parks Amenities

Parkland Trails

Park Vehicles and Equipment

Recreation Facilities

Growth Studies

## SCHEDULE "B"

### TO BY-LAW 2024-XX

### SCHEDULE OF DEVELOPMENT CHARGES

Service/Class of Service	RESIDENTIAL					NON-RESIDENTIAL
	Single and Semi-Detached Dwelling	Other Multiples	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Special Care/Special Dwelling Units	(per sq. ft. of Gross Floor Area)
<b>Municipal Wide Services/Class of Service:</b>						
Services Related to a Highway	5,804	4,781	3,810	2,241	2,241	2.60
Fire Protection Services	989	815	649	382	382	0.44
Parks and Recreation Services	2,748	2,264	1,804	1,061	1,061	0.08
Growth Studies	410	338	269	158	158	0.11
<b>Total Municipal Wide Services/Class of Services</b>	<b>9,951</b>	<b>8,198</b>	<b>6,532</b>	<b>3,842</b>	<b>3,842</b>	<b>3.23</b>



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

### **By-Law No. 2024-86**

#### **A By-law to Authorize the issue of Debentures in the principal amount of \$91,803.26 for the construction of Yauch Drain.**

**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** The Corporation of the Municipality of West Elgin deems it expedient to borrow money from Salus Mutual for the construction of the Yauch drain, by the issue and sale of debentures of this municipality in the principal amount of \$91,803.26, bearing interest at the rate of 5.50% per annum, payable annually, which is the amount of debt intended to be created by the By-law;

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

1. That for the purposes of the aforesaid, debentures shall be issued by The Corporation of the Municipality of West Elgin in the principal amount of \$91,803.26, bearing interest at the rate of 5.50% per annum payable annually on the 19<sup>th</sup> day of December in each year.
2. That the said debentures shall be dated the first day of May and shall be payable in (10) annual installments of principal and interest payable in respect of such debentures in the years 2025 to 2034 inclusive, as set forth in Schedule "A" attached hereto. The amount of interest paid in the year 2034 shall be adjusted, if necessary.
3. That the said payments of principal and interest shall be payable in Canadian funds.
4. That the said debentures shall be sealed with the seal of The Corporation of the Municipality of West Elgin and shall be signed by the Mayor and the Treasurer.
5. That all sums required to pay off the installments of principal of the debentures and to pay interest thereon as set out in Schedule "A" attached hereto, shall be levied and raised in the years 2025 to 2034, inclusive, by a special rate, over and above all other rates, upon the rateable property as set out in Schedule "B" at the same time and in the same manner as other rates, but shall not be necessary to levy in any year a greater amount than is required to pay the said installments of principal and interest after taking into account receipts from any other source in respect of said works.



6. The amount of \$91,803.26 is within the borrowing limits as prescribed by the Local Planning Appeals Tribunal.
7. That the debentures shall contain a clause providing for the registration thereof pursuant to Section 408 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended.
8. The Corporation shall have the right, at its option, to redeem the said debentures on any interest payment date prior to maturity by payment of the unmatured principal amount together with interest accrued to the date set for redemption.
9. This By-Law shall come into full force and effect upon final passage.

Read a first, second, and third time and passed this 19<sup>th</sup> day of December 2024.

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk



MUNICIPALITY OF  
**West Elgin**

**Debenture Schedule**

Debenture No. WDEB2024-02

By-law No.

2021 Yauch Drain Construction

Project: 2021 Yauch Drain Construction  
 Amount: 91,803.26  
 Years: 10  
 Interest Rate: 5.50%  
 Annual Payment: \$12,179.33

Name: Sales Mutual  
 Address: 29584 Pioneer Line  
 PO Box 312  
 Dutton, ON N0L 1J0

Date	Open	Interest	Principal	Close
2025	91,803.26	5,049.18	7,130.15	84,673.11
2026	84,673.11	4,657.02	7,522.31	77,150.79
2027	77,150.79	4,243.29	7,936.04	69,214.75
2028	69,214.75	3,806.81	8,372.52	60,842.23
2029	60,842.23	3,346.32	8,833.01	52,009.22
2030	52,009.22	2,860.51	9,318.83	42,690.39
2031	42,690.39	2,347.97	9,831.36	32,859.03
2032	32,859.03	1,807.25	10,372.09	22,486.94
2033	22,486.94	1,236.78	10,942.55	11,544.39
2034	11,544.39	634.94	11,544.39	(0.00)

The Corporation of the Municipality of West Elgin agrees to pay all amount(s) owed for Debenture No. WDEB2024-02 over the period of five (10) years, with the first payment on Debenture WDEB2024-02 to be processed on Dec 19, 2024.

Salus Mutual

Municipality of West Elgin

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Richard Leatham, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



MUNICIPALITY OF  
**West Elgin**

**Debenture Schedule**

Debenture No. 2024-03

By-law No.

2021 Yauch Drain Construction

Project: 2021 Yauch Drain Construction  
 Amount: 40,226.23  
 Years: 10  
 Interest Rate: 5.50%  
 Annual Payment: \$5,336.72

Name: [Redacted]  
 [Redacted]  
 [Redacted]  
 West Lorne ON  
 NOL 2PO

Roll No. 34-34-000-030-15801-0000  
 34-34-000-030-16100-0000

<u>Date</u>	<u>Open</u>	<u>Interest</u>	<u>Principal</u>	<u>Close</u>
2025	40,226.23	2,212.44	3,124.28	37,101.95
2026	37,101.95	2,040.61	3,296.12	33,805.83
2027	33,805.83	1,859.32	3,477.40	30,328.43
2028	30,328.43	1,668.06	3,668.66	26,659.77
2029	26,659.77	1,466.29	3,870.44	22,789.33
2030	22,789.33	1,253.41	4,083.31	18,706.02
2031	18,706.02	1,028.83	4,307.89	14,398.13
2032	14,398.13	791.90	4,544.83	9,853.30
2033	9,853.30	541.93	4,794.79	5,058.51
2034	5,058.51	278.22	5,058.51	(0.00)

By signing below I agree to pay all amount(s) owed for Debenture No. 2024-03 over the period of ten (10) years with the first payment on Debenture 2024-03 to be processed on 2025 Final Tax Bill.

Property Owner

Municipality of West Elgin

[Redacted Signature Line]

Authorized Signature

Dustin McNaughton, Tax Collector

10/12/24  
Date

Dec 10, 2024  
Date

[Redacted Signature Line]

Magda Badura, CAO/Treasurer

Dec. 10/2024.  
Date



# MUNICIPALITY OF West Elgin

## Debenture Schedule

Debenture No. 2024-04

By-law No.

2021 Yauch Drain Construction

Project: 2021 Yauch Drain Construction  
 Amount: 51,577.03  
 Years: 10  
 Interest Rate: 5.50%  
 Annual Payment: \$6,842.61

Name: [REDACTED]  
 Address: [REDACTED]  
 West Lorne ON  
 NOL 2P0

Roll No. 34-34-000-030-15900-0000

Date	Open	Interest	Principal	Close
2025	51,577.03	2,836.74	4,005.87	47,571.16
2026	47,571.16	2,616.41	4,226.20	43,344.96
2027	43,344.96	2,383.97	4,458.64	38,886.32
2028	38,886.32	2,138.75	4,703.86	34,182.46
2029	34,182.46	1,880.04	4,962.57	29,219.89
2030	29,219.89	1,607.09	5,235.52	23,984.37
2031	23,984.37	1,319.14	5,523.47	18,460.90
2032	18,460.90	1,015.35	5,827.26	12,633.64
2033	12,633.64	694.85	6,147.76	6,485.89
2034	6,485.89	356.72	6,485.89	(0.00)

By signing below I agree to pay all amount(s) owed for Debenture No. 2024-04 over the period of ten (10) years with the first payment on Debenture 2024-04 to be processed on 2025 Final Tax Bill.

Property Owner

Municipality of West Elgin

[REDACTED SIGNATURE]

Authorized Signature

Dustin McNaughton, Tax Collector

Nov 29 / 2024  
Date

Nov 29 / 2024  
Date

[REDACTED SIGNATURE]

Magda Badura, CAO/Treasurer

Nov. 29 / 24  
Date

Schedule "B" to By-Law No. 2024-

<u>Roll#</u>	<u>Amount</u>
34-34-000-030-15801-0000	15,395.94
34-34-000-030-16100-0000	24,830.29
34-34-000-030-15900-0000	51,577.03
	<hr/>
	<b><u>\$ 91,803.26</u></b>

# INVOICE

The Corporation Of The Municipality Of West Elgin  
22413 Hoskins Line  
Rodney N0L 2C0

Customer Number  
005000046  
General AR - Drains

Invoice Number: 0107080  
Billing Date: AUG 22,2024  
Due Date: NOV 15,2024  
Amount Due: 40,226.23  
Amount Enclosed \$ \_\_\_\_\_

[REDACTED]  
WEST LORNE ON N0L 2P0



Please detach and return this portion with your payment.

Description	Unit Charge	Qty	Amount
Invoice: 0107080 Yauch Drain Construction-2021			
YAUCH DRAIN 3434-000-030-15801: Con10 Pt SE 1/4 Lot9	15,395.9400	1.00000	15,395.94
YAUCH DRAIN 3434-000-030-16100: Con10 Pt SW 1/4 Lot10	24,830.2900	1.00000	24,830.29

Billing Amount: 40,226.23

Should you wish to debenture the amount shown on this invoice, please contact the Municipal Office. 519-785-0560 Ext.242

005000046  
[REDACTED]  
WEST LORNE ON N0L 2P0

Invoice Charges	40,226.23
Balance Due	40,226.23

Tax Reg: 872772496RT0001

A finance charge of 2.00% per month is added to balances not paid before due date.

The Corporation Of The Municipality Of West Elgin  
Telephone - (519) 785-0560

E. & O.E.

# INVOICE

The Corporation Of The Municipality Of West Elgin  
22413 Hoskins Line  
Rodney N0L 2C0

Customer Number  
005000047  
General AR - Drains

Invoice Number: 0107083  
Billing Date: AUG 22,2024  
Due Date: NOV 15,2024  
Amount Due: 51,577.03  
Amount Enclosed \$ \_\_\_\_\_

[REDACTED]  
WEST LORNE ON N0L 2P0



Please detach and return this portion with your payment.

Description	Unit Charge	Qty	Amount
Invoice: 0107083 Yauch Drain Construction-2021 YAUCH DRAIN 3434-000-030-15900: Con10 NW 1/4 Lot10	51,577.0300	1.00000	51,577.03

Billing Amount: 51,577.03

Should you wish to debenture the amount shown on this invoice, please contact the Municipal Office. 519-785-0560 Ext.242

005000047  
[REDACTED]  
WEST LORNE ON N0L 2P0

Invoice Charges	51,577.03
Balance Due	51,577.03

Tax Reg: 872772496RT0001

A finance charge of 2.00% per month is added to balances not paid before due date.

The Corporation Of The Municipality Of West Elgin  
Telephone - (519) 785-0560

E. & O.E.



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

### **By-Law No. 2024-87**

#### **A By-law to Authorize the issue of Debentures in the principal amount of \$18,493.78 for the construction of Yauch Drain.**

**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** The Corporation of the Municipality of West Elgin deems it expedient to borrow money from Salus Mutual for the construction of the Yauch drain, by the issue and sale of debentures of this municipality in the principal amount of \$18,493.78, bearing interest at the rate of 5.50% per annum, payable annually, which is the amount of debt intended to be created by the By-law;

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

1. That for the purposes of the aforesaid, debentures shall be issued by The Corporation of the Municipality of West Elgin in the principal amount of \$18,493.78, bearing interest at the rate of 5.50% per annum payable annually on the 19<sup>th</sup> day of December in each year.
2. That the said debentures shall be dated the first day of May and shall be payable in (5) annual installments of principal and interest payable in respect of such debentures in the years 2025 to 2029 inclusive, as set forth in Schedule "A" attached hereto. The amount of interest paid in the year 2029 shall be adjusted, if necessary.
3. That the said payments of principal and interest shall be payable in Canadian funds.
4. That the said debentures shall be sealed with the seal of The Corporation of the Municipality of West Elgin and shall be signed by the Mayor and the Treasurer.
5. That all sums required to pay off the installments of principal of the debentures and to pay interest thereon as set out in Schedule "A" attached hereto, shall be levied and raised in the years 2025 to 2034, inclusive, by a special rate, over and above all other rates, upon the rateable property as set out in Schedule "B" at the same time and in the same manner as other rates, but shall not be necessary to levy in any year a greater amount than is required to pay the said installments of principal and interest after taking into account receipts from any other source in respect of said works.



6. The amount of \$18,493.78 is within the borrowing limits as prescribed by the Local Planning Appeals Tribunal.
7. That the debentures shall contain a clause providing for the registration thereof pursuant to Section 408 of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended.
8. The Corporation shall have the right, at its option, to redeem the said debentures on any interest payment date prior to maturity by payment of the unmatured principal amount together with interest accrued to the date set for redemption.
9. This By-Law shall come into full force and effect upon final passage.

Read a first, second, and third time and passed this 19<sup>th</sup> day of December 2024.

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk



MUNICIPALITY OF  
**West Elgin**

**Debenture Schedule**

Debenture No. WDEB2024-02

By-law No.

*2021 Yauch Drain Construction*

Project: 2021 Yauch Drain Construction  
 Amount: 18,493.78  
 Years: 5  
 Interest Rate: 5.50%  
 Annual Payment: \$4,330.81

Name: Sales Mutual  
 Address: 29584 Pioneer Line  
 PO Box 312  
 Dutton, ON N0L 1J0

<u>Date</u>	<u>Open</u>	<u>Interest</u>	<u>Principal</u>	<u>Close</u>
2025	18,493.78	1,017.16	3,313.65	15,180.13
2026	15,180.13	834.91	3,495.90	11,684.23
2027	11,684.23	642.63	3,688.17	7,996.06
2028	7,996.06	439.78	3,891.02	4,105.03
2029	4,105.03	225.78	4,105.03	(0.00)

The Corporation of the Municipality of West Elgin agrees to pay all amount(s) owed for Debenture No. WDEB2024-02 over the period of five (10) years, with the first payment on Debenture WDEB2024-02 to be processed on Dec 19, 2024.

Salus Mutual

Municipality of West Elgin

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Richard Leatham, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# MUNICIPALITY OF West Elgin

## Debenture Schedule

Debenture No. 2024-05

By-law No.

2021 Yauch Drain Construction

Project: **2021 Yauch Drain Construction**  
 Amount: **18,493.78**  
 Years: **5**  
 Interest Rate: **5.50%**  
 Annual Payment: **\$4,330.81**

Name: 1058492 Ontario Limited



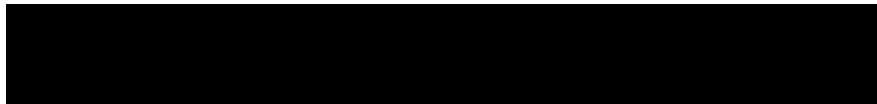
Roll No. 34-34-000-030-12100-0000  
34-34-000-030-16000-0000

<u>Date</u>	<u>Open</u>	<u>Interest</u>	<u>Principal</u>	<u>Close</u>
2025	18,493.78	1,017.16	3,313.65	15,180.13
2026	15,180.13	834.91	3,495.90	11,684.23
2027	11,684.23	642.63	3,688.17	7,996.06
2028	7,996.06	439.78	3,891.02	4,105.03
2029	4,105.03	225.78	4,105.03	(0.00)

By signing below I agree to pay all amount(s) owed for Debenture No. 2024-05 over the period of, five (5) years with the first payment on Debenture 2024-05 to be processed on 2025 Final Tax Bill.

Property Owner

Municipality of West Elgin



Authorized Signature

Dustin McNaughton, Tax Collector

Date

Dec 12-2024

Date

Dec 12/24

Magda Badura, CAO/Treasurer

Date

Dec. 12/24.

Schedule "B" to By-Law No. 2024-

<u>Roll#</u>	<u>Amount</u>
34-34-000-030-12100-0000	6,607.37
34-34-000-030-16000-0000	11,886.41
	<hr/>
	<b>\$ 18,493.78</b>

# INVOICE

The Corporation Of The Municipality Of West Elgin  
22413 Hoskins Line  
Rodney N0L 2C0

Customer Number  
005000041  
General AR - Drains

Invoice Number: 0107076  
Billing Date: AUG 22,2024  
Due Date: NOV 15,2024  
Amount Due: 18,493.78  
Amount Enclosed \$ \_\_\_\_\_

1058492 ONTARIO LIMITED



Please detach and return this portion with your payment.

Description	Unit Charge	Qty	Amount
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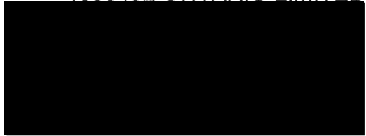
Invoice: 0107076 Yauch Drain Construction-2021

YAUCH DRAIN	6,607.3700	1.00000	6,607.37
3434-000-030-12100: 23388 Marsh Line			
YAUCH DRAIN	11,886.4100	1.00000	11,886.41
3434-000-030-16000: 23303 Marsh Line			

Billing Amount: 18,493.78

Should you wish to debenture the amount shown on this invoice, please contact the Municipal Office. 519-785-0560 Ext.242

005000041  
1058492 ONTARIO LIMITED



Invoice Charges	<u>18,493.78</u>
Balance Due	18,493.78

Tax Reg: 872772496RT0001

A finance charge of 2.00% per month is added to balances not paid before due date.

The Corporation Of The Municipality Of West Elgin  
Telephone - (519) 785-0560

E. & O.E.



MUNICIPALITY OF  
**West Elgin**

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

**By-Law No. 2024-88**

**Being a By-Law to adopt an Emergency Management Program and Emergency Response Plan and to meet other Requirements under the *Emergency Management and Civil Protection Act* and Repeal By-law 2023-98**

**WHEREAS** under the *Emergency Management and Civil Protection Act*, R.S.O. 1990, c. E.9 and (the “Act”) Ontario Regulation 380/04 (the “Reg”) every municipality in the Province of Ontario is required to:

- Develop and implement an emergency management program, which shall consist of:
  - an emergency plan;
  - training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
  - public education on risks to public safety and on public preparedness for emergencies; and
  - any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario;
- Designate an employee of the municipality or a member of the council as its emergency management program coordinator;
- Establish an emergency management program committee;
- Establish an emergency control group;
- Establish an emergency operations centre to be used by the municipal emergency control group in an emergency; and
- Designate an employee of the municipality as its emergency information officer;

**AND WHEREAS** it is prudent that the emergency management program developed under the Act be in accordance with international best practices, including the five core components of emergency management; prevention, mitigation, preparedness, response and recovery;

**AND WHEREAS** the purpose of such a program is to help protect public safety, public health, the environment, critical infrastructure and property during an emergency and to promote economic stability and a disaster resilient community;

**NOW THEREFORE** the Council of the Municipality of West Elgin hereby enacts as follows:

### **Emergency Management Program**

1. An Emergency Management Program for the municipality will be developed and reviewed annually by the Emergency Management Program Committee consistent with and in accordance with the Act, the Reg, and international best practices, including the five components of emergency management, namely: prevention, mitigation, preparedness, response and recovery, and such program shall include:
  - a. training programs and exercises for employees of the municipality and other persons with respect to the provision of necessary services and the procedures to be followed in emergency response and recovery activities;
  - b. public education on risks to public safety and on public preparedness for emergencies; and
  - c. any other elements required by the standards for emergency management set under the Act or by Emergency Management Ontario.
2. The Emergency Management Program shall be consistent with the objectives of protecting public safety, public health, the environment, critical infrastructure and property, and to promote economic stability and a disaster-resilient community.

### **Emergency Response Plan**

3. The Emergency Response Plan, which has been developed in accordance with the requirements of the Act and Reg and international best practices, and which is attached hereto as Schedule A is hereby adopted (the "Plan").
4. The Plan shall be reviewed annually by the CEMC and the Emergency Management Program Committee. The CEMC is authorized to make such administrative changes to the Plan as appropriate to keep the Plan current, such as personnel, organizational and contact information updates. Any significant revision to the body of the Plan shall be presented to Council for approval.
5. When an emergency exists but has not yet been declared to exist, employees and the Emergency Control Group may take such action under the Plan as may be required to protect property and the health, safety and welfare of the inhabitants of Municipality of West Elgin.

### **Community Emergency Management Coordinator**

6. The primary community emergency management coordinator (the “CEMC”), as listed in the Emergency Response Plan, is responsible for the emergency management program for the Municipality including maintenance of the Plan, training, exercises, public education and such other duties and responsibilities as outlined in the Act.
7. The Fire Chief and Manager of Operations are hereby appointed as alternate CEMCs to act in place of the primary CEMC in his/her absence.

### **Emergency Management Program Committee**

8. The persons holding the following positions in the municipality shall be members of the Emergency Management Program Committee:
  - a. Chief Administrative Officer (CAO)
  - b. Mayor
  - c. CEMC
  - d. Manager of Operations
  - e. Fire Chief
  - f. Municipal Clerk
9. The CAO is hereby appointed as chair of the Emergency Management Program Committee.
10. The Emergency Management Program Committee shall advise Council on the development and implementation of the municipality’s Emergency Management Program and shall review the program annually.

### **Municipal Emergency Control Group**

11. The persons holding the following positions in the municipality shall be members of the Municipal Emergency Control Group (MECG):
  - a. Chief Administrative Officer (CAO)
  - b. Mayor
  - c. CEMC
  - d. Manager of Operations
  - e. Fire Chief
  - f. Municipal Clerk

### **Emergency Operations Centre**

12. A primary and an alternate Emergency Operations Centre have been established for use by the MECG in an emergency and with the appropriate technological and telecommunications systems to ensure effective communication in an emergency.



The locations of the Emergency Operations Centres are identified in an annex to the Plan.

### **Emergency Information Officer**

13. The Municipal Clerk hereby appointed as the Emergency Information Officer for the municipality to act as the primary media and public contact for the municipality in an emergency. A sworn member of Elgin County's Police will be appointed by the Police Chief to act as the alternate Emergency Information Officer.

### **Administration**

14. The Plan shall be made available to the public for inspection and copying at the Administration Office, 22413 Hoskins Line, Rodney, ON during regular business hours.
15. The Plan, or any amendments to the Plan, shall be submitted to the West Elgin Municipal Office, 22413 Hoskins Line, as identified in the Act.
16. By-law 2023-98 is hereby repealed.

Read a first, second, and third time and finally passed this 19<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Richard Leatham, Mayor

\_\_\_\_\_  
Terri Towstiuc, Clerk



# MUNICIPALITY OF West Elgin

## The Corporation of The Municipality of West Elgin

### By-Law No. 2024-89

#### Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on December 19, 2024.

**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 Regular meeting of Council held on December 19, 2024, 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 19<sup>th</sup> day of December 2024.

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Richard Leatham, Mayor

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Terri Towstiuc, Clerk