



Municipality of West Elgin

Agenda

Council Meeting

Date: January 9, 2025, 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, 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 January 9, 2025 as presented.

3. Disclosure of Pecuniary Interest

4. Adoption of Minutes

5

Recommendation:

That West Elgin Council hereby adopt the Minutes of December 19, 2024, Sessions One (1) and Two (2), as presented.

5. Business Arising from Minutes

6. Staff Reports

6.1 Building

6.1.1	Monthly Building Report, December 2024	23
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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 December 2024.

6.2 Fire

6.2.1	Monthly Fire Report, December 2024	25
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Recommendation:

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

7. Committee and Board Reports or Updates

8. Notice of Motion

9. Council Inquires/Announcements

10. Correspondence

Recommendation:

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

10.1	Notice of Decision, West Elgin Official Plan	28
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10.2	Elgin County Council Highlights, December 12, 2024	42
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10.3	Revised 2025 OPP Annual Billing Statement	47
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10.4	Middlesex County Official Plan Update - Section 26 Special Meeting of Council	62
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11. Items Requiring Council Consideration

11.1 Request for Fee Waiver, Corn Hole Tournament

63

Recommendation:

That West Elgin Council hereby receive the request dated January 2, 2025 from Tim Horvat Re: Fee waiver for Rodney Recreation Centre, February 15, 2025 for the second annual Corn Hole Tournament, supporting "GoodDayLetsPlay", at an approximate cost of \$561.00 plus applicable taxes; And

That Council hereby approve/deny the request.

12. Upcoming Meetings

- January 13, 2025 - 7:00pm, Economic Development Committee, Natterjack Brewery
- January 15, 2025 - 7:00pm, Recreation Committee, Zoom
- January 21, 2025 - 7:00pm, Tri-County Water Board, Council Chambers/Zoom
- January 23, 2025 - 4:00pm, Regular Council Meeting, Council Chambers
- January 27, 2025 - 8:30am, Four Counties Transit Committee, Zoom
- January 27, 2025 - Heritage Homes Meeting

13. By-Laws

13.1 2025-01, Ontario Transfer Payment, Fire Protection Grant

64

Recommendation:

That By-law 2025-01, Being a By-law to Authorize the Execution of an Agreement between His Majesty the King in Right of Ontario as represented by the Office of the Fire Marshal and The Corporation of the Municipality of West Elgin for the Ontario Transfer Payment for Fire Protection Grant, be read a first, second and third and final time.

13.2 2025-02, Amending Agreement, London Humane Society

90

Recommendation:

That By-law 2025-02, Being a By-law to Authorize the Execution of an Amending Terms Agreement between The Corporation of the Municipality of West Elgin and Humane Society London & Middlesex (London Humane Society) for the Purpose of Poundkeeping Services, be read a first, second and third and final time.

13.3 2025-03, Appoint Chief Administrative Officer 94

Recommendation:

That By-law 2025-03, Being a By-Law to Appoint a Chief Administrative Officer for the Corporation of the Municipality of West Elgin and Repeal By-laws 2019-80 and 2022-44, be read a first, second and third and final time.

13.4 2025-04, 2025 Fees and Charges 98

Recommendation:

That By-law 2025-04, being a By-Law to Provide for Various Fees and Charges for the Municipality of West Elgin for 2024, and Repeal By-law 2024-06, 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 one (1) matter pursuant to the *Municipal Act*, Section 239 (2) (d), being labour relations or employee negotiations.

15. Report from Closed Session

16. Confirming By-Law 117

Recommendation:

That By-law 2024-05 being a By-law to confirm the proceeding of the Regular Meeting of Council held on January 9, 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 23, 2024 or at the call of the Chair.



Municipality of West Elgin

Minutes

Special Meeting of Council

December 19, 2024, 2:00 p.m.

Council Chambers

160 Main Street

West Lorne

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

Staff Present: Terri Towstiuc, Clerk

Also Present: Blaine Parkin, CAO/Clerk, County of Elgin

1. Call to Order

Mayor Leatham called the Special Meeting of Council to order at 2:06 pm.

2. Adoption of Agenda

Moved: Councillor Denning

Seconded: Councillor Dougherty

That West Elgin Council hereby adopts the Special Meeting Agenda of December 19, 2024, as presented.

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Appointment of Deputy-Clerk for Closed Session

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

That West Elgin Council hereby appoint Blaine Parkin, CAO/Clerk, County of Elgin, as Deputy-Clerk for the purpose of the 2:00pm Closed Session, December 19, 2024.

Carried

5. Closed Session

Moved: Deputy Mayor Tellier

Seconded: Councillor Dougherty

That the Council of the Municipality of West Elgin Council hereby proceeds into Closed Session at 2:07 pm, to discuss matters pursuant to the *Municipal Act*, Section 239 (2)(d), being labour relations or employee negotiations.

Carried

6. Report from Closed Session

Report from Closed Session at 3:08pm.

Clerk T. Towstiuc was not present for Closed Session Discussion.

Moved: Councillor Dougherty

Seconded: Deputy Mayor Tellier

Council received one item in Closed Session in compliance with Section 239 (2)(d), of the *Municipal Act*, being labour relations or employee negotiations, for discussion purposes; And

That the Mayor be authorized to proceed as directed.

Carried

7. Confirmatory By-law

Moved: Councillor Statham

Seconded: Councillor Denning

That By-law 2024-82 being a By-law to confirm the proceeding of the Special Meeting of Council held on December 19, 2024, be read a first, second and third and final time.

Carried

8. Adjournment

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That the Council of the Municipality of West Elgin hereby adjourn the Special Meeting of Council at 3:10 pm to meet again at 4:00pm, on Thursday, December 19, 2024, or at the call of the Chair.

Carried

Richard Leatham, Mayor

Terri Towstiuc, Clerk



Municipality of West Elgin

Minutes

Council Meeting

December 19, 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: Lee Gosnell, Manager of Operations & Community Services
Jeff McArthur, Fire Chief
Terri Towstiuc, Clerk
Magda Badura, CAO/Treasurer

Also Present: Jeff Carswell, Special Projects Manager
Daryl Abbs, Watson and Associates

Council Meetings are held in-person at 160 Main Street, West Lorne, and the post-meeting recording available at 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

Amendment to agenda, to move item 7.5.4, staff report, "Next Steps for Port Glasgow Trailer Park", to be heard prior to item 7.1.

Resolution No. 2024- 458

Moved: Deputy Mayor Tellier
Seconded: Councillor Statham

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

Carried

3. Disclosure of Pecuniary Interest

No disclosures

4. Public Meeting

Resolution No. 2024- 459

Moved: Councillor Dougherty
Seconded: Councillor Denning

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

Carried

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

Daryl Abbs, Managing Partner, Watson and Associates, presented the Public Meeting Presentation, which included an overview of the process and timeline, the purpose of Development Charges (DC) to allow municipalities to recuperate capital costs that have occurred from development, DC methodology and eligible services. Mr. Abbs also provided council, staff and public with a history of DC's, changes to legislation, mandatory DC exemptions and discounts, rate freezes and transition periods and local services. The presentation concluded with a

growth forecast summary, projected for twenty (20) years, calculated DC rates, comparative municipalities and the next steps in the DC process.

Resolution No. 2024- 460

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

That Council accept the public meeting presentation regarding development charges, presented by Daryl Abbs, Watson and Associates;
And

That Council will consider the Development Charges by-law, in the by-law portion of the agenda.

Carried

4.3 Council Comment

Councillor Denning asked about permits for "South End Development", which Mr. Abbs confirmed that permits would need to be pulled to be eligible for "carve out" six (6) months exemption.

Councillor Statham asked about exemptions for certain developers, which Mr. Abbs confirmed that it would be considered municipal bonusing, which is non-compliant with the *Municipal Act*.

Deputy Mayor Tellier confirmed with Mr. Abbs that affordable housing, as defined by Ministry of Municipal Affairs and Housing (MMAH) in Bill 134, is exempt from Development Charges.

Deputy Mayor Tellier also advised she is concerned with the charges for commercial or industrial, which could deter potential builders for a large business or factory.

4.4 Public Comment or Question

None.

4.5 Adjournment of Public Meeting

Resolution No. 2024- 461

Moved: Councillor Dougherty

Seconded: Deputy Mayor Tellier

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

5. Adoption of Minutes

Resolution No. 2024- 462

Moved: Councillor Denning

Seconded: Councillor Statham

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.

Carried

6. Business Arising from Minutes

None.

7. Staff Reports

7.1 Next steps for the Port Glasgow Trailer Park Lands

Council agreed that operations for the 2025 camping season will be status quo, with the Municipality operating the park. Council removed a deadline for residents to submit a cooperative proposal, as they would like to work with the residents on the advisory committee.

Council allowed one resident, Carman Lasson, to speak, who advised he would like Council to consider all residents in the municipality, and their wishes for the outcome of the Port Glasgow Trailer Park, prior to any final considerations and decisions.

Resolution No. 2024- 463

Moved: Councillor Dougherty

Seconded: Deputy Mayor Tellier

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:

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; And

That West Elgin Council provide trailer park residents the opportunity to submit offers for consideration; And

That Council appoint Councillor Dougherty and Councillor Statham to the Port Glasgow Trailer Park Advisory Committee.

Carried

Recess from 4:45pm to 4:58pm.

7.2 Building

7.2.1 Monthly Building Report, November 2024

Resolution No. 2024- 464

Moved: Councillor Statham

Seconded: Councillor Denning

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

Carried

7.3 Fire

7.3.1 Monthly Fire Report, October & November 2024

Resolution No. 2024- 465

Moved: Councillor Dougherty

Seconded: Councillor Statham

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

Carried

7.4 Operations & Community Services

7.4.1 Monthly Operations, November 2024

Resolution No. 2024- 466

Moved: Councillor Denning

Seconded: Deputy Mayor Tellier

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

7.4.2 2025 Dust Suppressant Tender

Resolution No. 2024- 467

Moved: Councillor Denning

Seconded: Councillor Dougherty

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.

Carried

7.5 Clerk's

7.5.1 Pound keeping Services

Resolution No. 2024- 468

Moved: Councillor Dougherty

Seconded: Deputy Mayor Tellier

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

That Council hereby approve the three (3) month term renewal with the Humane Society London Middlesex, for the period of December 31, 2024, ending March 31, 2025; And

That Council direct staff to prepare and Request for Tender (RFT), for renewal upon agreement expiry.

Carried

7.5.2 Backyard Hens - Final By-law and Application Process

Resolution No. 2024- 469

Moved: Councillor Statham

Seconded: Councillor Denning

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.

Carried

7.5.3 2025 Fees - Recreation and Pool

Resolution No. 2024- 470

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: 2025 Fees for Recreation and Pool, for information purposes only.

Carried

7.6 Finance/Administration

7.6.1 2025 Municipal Insurance Renewal

Resolution No. 2024- 471

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

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.

Carried

7.6.2 Compensation Policy for Non-Unionized Employees and Wage Increases

Resolution No. 2024- 472

Moved: Councillor Statham

Seconded: Councillor Denning

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.

Carried

7.6.3 2024 EI Premium Reduction

Resolution No. 2024- 473

Moved: Deputy Mayor Tellier

Seconded: Councillor Dougherty

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.

Carried

7.6.4 Sale of Lands

Resolution No. 2024- 474

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

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

Carried

8. Committee and Board Reports or Updates

Councillor Denning advised that West Lorne Minor Hockey Association will be selling merchandise and pre-packaged snacks at the area in the concession area, between the warm room and kitchen. No access will be given to the kitchen.

9. Notice of Motion

None received prior to meeting.

10. Council Inquires/Announcements

None.

11. Correspondence

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

11.2 County of Elgin, Council Highlights, November 26, 2024

11.3 Notice of Decision, Draft Plan of Subdivision, KLM Holdings

11.4 County of Elgin, 2025 Planning Fees

Resolution No. 2024- 475

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

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

Carried

12. Items Requiring Council Consideration

12.1 Meeting Start Time Amendment, February 13, 2025

Resolution No. 2024- 476

Moved: Deputy Mayor Tellier

Seconded: Councillor Dougherty

That the start time for Thursday, February 13, 2025, be amended to 5:00pm, to accommodate staff Leadership Training.

Carried

12.2 Ombudsman Review

Deputy Mayor Tellier expressed her concern with the submitted complaints and encouraged the public to speak to any member of Council, prior to submitting complaints to the Ombudsman's Office. Complaints take a considerable amount of staff time and financial resources (taxpayers' dollars) that can be spent in critical areas of the municipality.

Resolution No. 2024- 477

Moved: Deputy Mayor Tellier
Seconded: Councillor Denning

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 *Municipal Act*, 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.

Carried

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

Resolution No. 2024- 478

Moved: Deputy Mayor Tellier
Seconded: Councillor Denning

That West Elgin Council hereby approve 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.

Carried

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

Resolution No. 2024- 479

Moved: Councillor Dougherty
Seconded: Councillor Denning

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 the request, as presented.

Carried

Recess from 5:57 pm to 6:20 pm.

13. By-Laws

13.1 2024-83 - Committee and Board Appointment

Councillor Dougherty and Councillor Statham to be added to Port Glasgow Trailer Park Advisory Committee, and included in By-law 2024-83

Resolution No. 2024- 480

Moved: Deputy Mayor Tellier
Seconded: Councillor Statham

That By-law 2024-83, as amended, 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.

Carried

13.2 2024-84 - Backyard Urban Hens

Resolution No. 2024- 481

Moved: Councillor Denning
Seconded: Councillor Statham

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.

Carried

13.3 2024-85 - Development Charges

Resolution No. 2024- 482

Moved: Councillor Statham

Seconded: Councillor Dougherty

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.

Carried

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

Resolution No. 2024- 483

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

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.

Carried

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

Resolution No. 2024- 484

Moved: Councillor Denning

Seconded: Councillor Statham

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.

Carried

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

Resolution No. 2024- 485

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

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.

Carried

14. Closed Session

Resolution No. 2024- 486

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That the Council of the Municipality of West Elgin hereby proceeds into Closed Session at 6:24 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.

Carried

15. Report from Closed Session

Report from closed at 7:47 pm.

Council received seven (7) items in compliance with *Municipal Act*, Section 239 2(b), being personal matters about identifiable individuals; And Section 239 (2)(d), being labour relations or employee negotiations.

Discussions resulted in the following recommendations:

Resolution No. 2024- 487

Moved: Councillor Denning

Seconded: Councillor Statham

That the CAO/Treasurer be authorized to proceed as directed by Council.

Carried

Resolution No. 2024- 488

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

That West Elgin Council hereby receives the report from M. Badura, CAO/Treasurer re: Special Project Manager – Agreement Extension; and That West Elgin council provide an extension to the Part-Time Employment agreement dated February 22, 2024 to June 30th, 2025 and provide authorization to increase his hours as required but not to exceed 35 hours per week. **Carried**

Resolution No. 2024- 489

Moved: Councillor Denning

Seconded: Deputy Mayor Tellier

That West Elgin Council hereby appoint Travis Roodzant and Philip Sousa to the Economic Development Committee.

Carried

16. Media Release

To be released December 20, 2024.

At the Regular Meeting of Council on December 19, 2024, the Municipality of West Elgin's Chief Administrative Officer (CAO) announced, that she will be officially transitioning from CAO/Treasurer to Manager of Corporate Services (Treasurer).

Magda Badura joined the Municipality of West Elgin in 2016 as the Municipal Treasurer and progressed into the role of CAO/Treasurer in 2019. During her tenure, Magda led the team through many challenges, including the COVID-19 pandemic. She has been a vital contributor to many implemented policies, programs and partnership agreements.

"On behalf of West Elgin Council, I would like to express our profound appreciation to Magda for her commitment to the community and municipality. We thank Magda for her contributions as CAO/Treasurer and look forward to continuing our working relationship as the Manager of Corporate Services (Treasurer). Council is confident that Magda will excel in this position." – Mayor Richard Leatham

"While West Elgin has faced so many challenges in the past few years, I am proud of the work we have accomplished. Although the decision to transition into the Manager of Corporate Services role was not easy, this will allow a better work-life balance for myself and family. I look forward to continuing working along side the senior leadership team, staff and council, working for a shared vision for the Municipality, and assisting with the implementation of an interim CAO. I want to thank Mayor Leatham and Council for the continuous support and encouragement, providing me with opportunities to learn and grow." – CAO/Treasurer, M. Badura.

In the coming weeks, the Municipality of West Elgin will announce an interim CAO, with plans to begin the recruitment process for a permanent CAO, in the

future. We wish to thank all residents and staff for their continued support and patience, during this transition period.

17. Confirming By-Law

Resolution No. 2024- 490

Moved: Councillor Dougherty

Seconded: Councillor Statham

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.

Carried

18. Adjournment

Resolution No. 2024- 491

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That the Council of the Municipality of West Elgin hereby adjourn at 7:51 pm to meet again at 4:00pm, on Thursday, January 9, 2025, or at the call of the Chair.

Carried

Richard Leatham, Mayor

Terri Towstiuć, Clerk



Staff Report

Report To: Council Meeting
From: Corey Pemberton, Chief Building Official
Date: 2025-01-03
Subject: Building Department Summary Report – December 2024

Recommendation:

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

Purpose:


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

Background:

Please see attached Summary Report.

Respectfully submitted by,

Corey Pemberton, CBO

 MUNICIPALITY OF West Elgin	Municipality of West Elgin	
	Permit Comparison Summary	
	Issued For Period January - December 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	3	500	100,000	Demolition	6	960	124,200
Heating				Heating		-	-
Industrial Building	1	1,220	94,000	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	3	770	45,500	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		-	-
TOTAL	79	175,417	18,579,177	TOTAL	87	130,472	19,934,273

Current Year 2024			Previous Year 2023		
TOTAL PERMIT ISSUED		79		87	
TOTAL DWELLING UNITS CREATED		17		12	
TOTAL CONSTRUCTION VALUE		18,579,177		19,934,273	
TOTAL PERMIT FEE		175,417		130,472	
TOTAL INSPECTION COMPLETED(YTD)		916		735	

December 2023 Compared to December 2024							
Current Year 2024				Previous Year 2023			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures				Accessory structures			
Agricultural				Agricultural			
Change of Use				Change of Use			
Commercial				Commercial			
Demolition	1	170	40,000	Demolition	1	160	20,000
Heating				Heating			
Industrial Building	1	1,220	94,000	Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous	1	1,660	100,000
Plumbing	1	170	28,000	Plumbing			
Pools				Pools			
Residential Building				Residential Building	3	3,742	482,000
Sewage System				Sewage System	1	560	10,000
Signs				Signs			
Combine Use				Combined Use			
TOTAL	3	1,560	162,000	TOTAL	6	6,122	612,000



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2025-01-09
Subject: Monthly Report for December 2024

Recommendation:

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

Purpose:

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

Background:

Emergency Responses

Fire – vehicle	1
Alarms Sounding	1
Motor Vehicle Collison (MVC)	2
Medical Assist	2
Public Hazard – Power Lines Down	1
Call cancelled on route	3
TOTAL	10

Training & Meetings

Department topics included incident review, operational guideline review, and forcible entry. Members also participated in a tanker support mutual aid session in Dutton Dunwich.

Members attended NFPA 1521 Incident Safety Officer, and Fire Code Part 2 & 6 course.

Fire Chief attended a meeting regarding the County radio system.

Fire Prevention

Annual fire inspection and evacuation was conducted at Beattie Manor.

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 received approval for the Provincial Fire Protection grant, focused on cancer prevention, for extractor/laundry room ventilation at each station.

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:

Infrastructure Improvement	Recreation	Economic Development	Community Engagement
<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 - December 2024 - 2025-01-Fire.docx
Attachments:	
Final Approval Date:	Jan 7, 2025

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

Terri Towstiuć

File No.: WE-OP23-01
Municipality: Municipality of West Elgin
Subject Land: Entire Municipality
Applicant: Municipality of West Elgin

Date of Decision: December 12, 2024
Date of Notice: December 18, 2024
Last Date of Appeal: January 7, 2025

NOTICE OF DECISION

With respect to an Official Plan under
Section 17(35) of the Planning Act

Purpose and Effect of the Official Plan

The purpose of this official plan is to replace the Municipality's existing official plan (adopted by By-law 2008-13). The new official plan contains goals, objectives and policies established primarily to manage and direct physical change and the effects on the social, economic, built and natural environment of the Municipality including policies and measures as are practicable to ensure the adequate provision of affordable housing and a description of the measures and procedures for informing and obtaining the views of the public in respect of various Planning Act processes.

Effect of Written Submissions on Decision

The written submissions received by Elgin County regarding this official plan were considered as a part of the County's review process. No modifications are proposed through the County's decision.

Decision

On December 12, 2024 the Elgin County Council hereby repealed the Official Plan of the Municipality of West Elgin as adopted by By-law No. 2008-13 and all subsequently amendments thereto, and **approves as modified** the Official Plan of the Municipality of West Elgin, as adopted by By-law No. 2023-75 on August 10, 2023.

When and How to File an Appeal

Any appeal to the Ontario Land Tribunal must be filed with OLT E-File Service no later than 20 days from the date of this notice as shown above as the last date of appeal, by 4:30pm EST.

The appeal should be filed with the OLT's e-File Service, identifying the Approval Authority (Elgin County). If the e-File service is unavailable, an appeal can be sent to the attention of the Director of Planning, at the address shown below and it must,

- (1) set out the specific part of the proposed official plan amendment to which the appeal applies,
- (2) set out the reasons for the request for the appeal, and
- (3) be accompanied by the fee prescribed by the Tribunal and the fee required by the County.

When the Decision is Final

The decision of the County of Elgin is final if a Notice of Appeal is not received on or before the last date for filing of a notice of appeal.

Other Related Applications: None

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.

Who Can File an Appeal

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

No person or public body shall be added as a party to the hearing of the appeal unless, before the official plan amendment was adopted, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Ontario Land Tribunal, there are reasonable grounds to add the person or public body as a party.

Ontario Land Tribunal E-File

Website: <https://olt.gov.on.ca/e-file-service/>.

Mailing Address for Filing a Notice of Appeal

County of Elgin, Planning Department
450 Sunset Drive
St. Thomas, ON N5R 5V1

Submit notice of appeal to the attention of the Director of Planning and Development.

Telephone: 519-631-1460
Email: mvaughan@elgin.ca

DECISION

With respect to the Official Plan for the Municipality of West Elgin
under Section 17 (34) of the Planning Act

I hereby approve the repeal of the Official Plan of the Municipality of West Elgin and all subsequent amendment thereto, pursuant to By-law No. 2008-13, insofar as this Official Plan is in effect.

I hereby approve all of the Official Plan of the Municipality of West Elgin as adopted by By-law 2024-75, subject to the following modifications:

1. Replace all references in the document to “Provincial Policy Statement” with “Provincial Planning Statement” and any associated references to “2020” with “2024”.
2. Replace all references in the document to “County Official Plan (2013)” with “County Official Plan (2024)”.
3. Section 1.2, replace “2022” after the words “this” in the second sentence with “2024”.
4. Section 1.3, delete the words “is approved by Council and adopted” and replace with “approved by the County of Elgin”.
5. Section 1.5.1, replace the words “four sections” with “five chapters” in the second sentence and replace the words “Building Strong Communities” with “Building Homes, Sustaining Strong and Competitive Communities; Infrastructure and Facilities;” and add the words “and Interpretation” after the word “Implementation”.
6. Section 1.5.2, replace “(2013)” with “(2024)” in the last sentence.
7. Section 3.3.3.1, delete in its entirety and replace with the following:

“3.3.3.1 Settlement Area Expansions and Establishing New Settlement Areas

In accordance with the County of Elgin Official Plan, the establishment of new settlement areas is not permitted, and no expansions of Tier 2 or 3 settlement areas shall be permitted until municipal water and municipal sanitary sewage systems are available to service that settlement area.

Proposals to expand a Tier I settlement area boundary shall not be considered on a piecemeal basis, but only through a comprehensive urban boundary review which:

- a) must demonstrate there is an insufficient supply of lands to accommodate 30-years’ of urban growth through a review and analysis of the County’s population and employment projections and land needs assessments;
- b) analyzes the existing land supply and demonstrates that any proposed expansion will not adversely impact or undermine achieving the County’s intensification and redevelopment target;

- c) includes an options analysis reviewing alternative growth directions to determine how best to accommodate future development;
- d) confirms the financial viability of expanding infrastructure and public service facilities to any proposed urban expansion lands;
- e) confirms that there is sufficient reserve capacity available in the Municipality's sanitary sewage and drinking water systems, or will imminently be available, to be allocated to any proposed urban expansion lands, above what has already been allocated to existing designated lands;
- f) confirms that any proposed urban expansion lands do not include specialty crop areas, as defined by provincial policy;
- g) confirms that there are no reasonable alternatives which avoid prime agricultural lands being included in the proposed urban expansion lands;
- h) assesses potential impacts on agricultural operations and the agricultural system as a result of the expansion, and subsequently confirms that these impacts can be mitigated to the extent feasible;
- i) assesses potential impacts on the Natural System as a result of the expansion and demonstrates that there will be no negative impacts on the system's ecological features and functions;
- j) considers cross-jurisdictional issues including any servicing or access arrangements with adjacent municipalities; and,
- k) demonstrates that the proposed expansion lands will:
 - i. serve as a continuous and logical extension to the existing built-up area that does not 'leapfrog' over existing undeveloped tracts of land;
 - ii. provide for the integration of new development within the fabric of the existing built-up area from a community design, transportation, and open space perspective;
 - iii. be easily accessed by, and connected to, the existing transportation network; and,
 - iv. be located so that it can benefit from existing community facilities or alternatively, be serviced by new community facilities that are developed in a timely manner.

In undertaking the urban boundary review, the level of detail of the review should correspond with the complexity and scale of the proposed expansion.”

8. Section 3.3.3.2, delete in its entirety and replace with the following:

“3.3.3.2 Settlement Area Boundary Adjustments

Notwithstanding the requirements of Subsection 3.3.3.1, adjustments of a settlement area boundary outside a comprehensive urban boundary review may be permitted subject to demonstrating:

- a) there would be no net increase in land within the Municipality's settlement areas;
- b) the adjustment would support the ability to meet the County of Elgin's intensification and redevelopment target;
- c) the lands subject to the adjustment do not comprise specialty crop areas;
- d) the proposed adjustment complies with the minimum distance separation formulae;
- e) impacts on agricultural operations which are adjacent or close to the proposed adjustment are mitigated to the extent feasible; and,
- f) the locational criteria established in Subsection 3.3.3.1 k) are met.

9. Create a new Section 3.3.3.3 as follows:

“3.3.3.3 Settlement Area Boundary Adjustments & Expansions, When an Amendment is Required

Concurrent amendments to this Plan and the County of Elgin Official Plan will be required for a settlement area expansion. Notwithstanding this, an amendment to the County of Elgin Official Plan may not be required for an amendment to this Plan that provides for a minor technical settlement area boundary adjustment that does not result in new uses being brought into or established in a settlement area.”

10. Create a new Section 3.3.3.4 as follows:

“3.3.3.4 Phasing of New Development in Designated Growth Areas

New development and redevelopment within West Elgin’s designated growth areas will proceed according to the growth management and phasing policies of the County of Elgin and this Plan and will be staged and coordinated in alignment with all relevant servicing, transportation, and infrastructure master plans or other similar studies. Development and redevelopment in designated growth areas will sequence development to:

- a) ensure the substantial completion of new development areas before additional development areas are opened-up for development;
- b) ensure that development in designated growth areas is planned, designated, zoned, and designed in a manner that:
 - i. supports the achievement of complete communities and multimodal transportation;
 - ii. provides for the protection of the natural heritage system and water resources; and,
 - iii. provides for the orderly transition from agriculture, agricultural activities and related uses to support the continuation of agricultural uses for as long as practical.
- c) direct new development to occur adjacent to the existing built-up area and ensure that these areas have a compact form and a mix of uses and densities that allow for the efficient use of land, infrastructure, and public service facilities;
- d) optimize wherever possible the use of existing infrastructure (sewer, water and roads); and,
- e) provide infrastructure that is feasible, efficient and financially sustainable, considering fiscal impacts to the Municipality and County.

Notwithstanding the above, public infrastructure such as roads, parks, fire halls, schools and servicing facilities may proceed at any time in designated growth areas, subject to the availability of servicing infrastructure and other requirements of the Municipality and the County.”

11. Section 3.3.4.2, replace the intensification target with “16%”.

12. Section 3.3.8, replace the words “accessory dwelling units” with “additional dwelling units”.

13. Section 3.3.8.4.2, replace the affordable housing target with “55%”.

14. Section 3.3.8.4.3, delete in its entirety and replace with the following:

“3.3.8.4.3 Affordable Housing Target Achievement

To support **affordable** housing, the Municipality will:

- a) work collaboratively with St. Thomas-Elgin Social Services, other non-profit housing organisations/providers, as well as the private sector, to provide a range of housing types, unit sizes, affordability and tenure arrangements at various densities and space to meet the needs and income levels of current and future residents;
- b) Encourage a mix of housing types and tenures in new residential developments;
- c) Require applicants to demonstrate how their proposal works towards achieving Council’s affordable housing target, and if the proposal does not include affordable housing, advising why it is not appropriate to incorporate it; and,
- a) Consider additional tools, including but not limited to Community Improvement Plan incentives and alternative development standards.”

15. Create a new Section 3.3.8.5 as follows:

“3.3.8.5 Emergency Shelters & Transitional Housing

Emergency housing offers short-term crisis support to those who are experiencing homelessness and includes homeless shelters and shelters for those escaping domestic violence and intimate partner violence. Transitional housing includes group homes and other forms of temporary housing that aims to bridge the gap from homelessness to permanent housing and is normally used as a form of supportive housing for treatment, and mental health. Emergency shelters and transitional housing shall be permitted in all residential and institutional designations in settlement areas subject to the following:

- a) The development being compatible in scale, magnitude, and character with the area in which it is located;
- b) The development shall provide occupants with, at a minimum, self-contained sleeping accommodations with common kitchen and washroom facilities;
- c) Adequate amenity space, reflective of the needs of the occupants, is provided on-site;
- d) Co-location of accessory support services and facilities, reflective of the needs of the occupants, is encouraged;
- e) Potential impacts from the development are assessed, with a view to minimizing land use conflicts between the development and neighbouring land uses;
- f) The incorporation of mitigation measures to ensure the safety and security of occupants, staff, and the surrounding community;
- g) At the time of the establishment of the use, a communications strategy is developed between the transitional housing operator and the surrounding community; and,
- h) Any public health requirements being adequately addressed.”

16. Section 3.3.9.3, delete in its entirety and replace with the following:

“3.3.9.3 Conversion of Employment Lands

Any proposal to convert employment lands within a designated **Employment Area** to another type of land use will only be considered where it can be demonstrated by the proponent, to the satisfaction of the Municipality:

- a) the proposed conversion is minor and located on the periphery of the broader employment area;
- b) there is an identified immediate need and identified user/use for the lands to be converted;
- c) there is sufficient supply of employment lands to accommodate projected employment growth in the Municipality to the horizon of this Plan, and the land is not required for employment uses over the long term;
- d) there is existing or planned **infrastructure** and **public service facilities** to accommodate the proposed use(s);
- e) the proposed land use(s) would not negatively impact the overall viability of the employment area by:
 - i. avoiding, or where avoidance is not possible, minimizing and mitigating potential impacts to existing or planned employment uses; and,
 - ii. maintaining access to major goods movement facilities and corridors.”

17. Section 3.3.10, delete the words “through the Municipality’s Comprehensive Review” in the second sentence.

18. Section 3.3.10.1, delete in its entirety and replace with the following:

“3.3.10.1 Employment Area Protection

Any proposal to convert lands within a designated **Employment Area** to another type of land use will only be considered in accordance with Policy 3.3.9.3.”

19. Create a new Section 3.3.10.2 as follows:

“3.3.10.2 Land Use Compatibility with Employment Areas

In accordance with provincial policy, on lands within 300 metres of **Employment Areas**, development shall avoid, or where avoidance is not possible, minimize and mitigate potential impacts on the long-term economic viability of employment uses within existing or planned **Employment Areas**. To this end, where a sensitive land use is proposed within 300 metres of an employment area:

- a) the Municipality shall require a land use compatibility study to be completed, in accordance with provincial guidelines, assessing potential impacts and required mitigation measures on the employment lands and uses.
- b) where circumstances warrant, the Municipality may also require noise and vibration, odour, traffic, or similar assessments to ensure potential impacts and nuisances are assessed and mitigated.”

20. Section 4.2, replace third paragraph as follows: “To this end, the Municipality shall support County Economic Development programming, as well as business recruitment and expansion measures in West Elgin.”

21. Section 5.2 c), delete the word “uprush”.

22. Section 5.4, delete in its entirety and replace the following:

“5.4 Additional Dwelling Units

The Municipality recognizes **additional dwelling units** as an important component to support a range and mix of housing options. Accordingly, **additional dwelling units** are permitted throughout the Municipality ancillary to permitted single-detached, semi-detached or rowhouse dwellings in accordance with the following:

- a) One **additional dwelling unit** in the principal building and one **additional dwelling unit** in an ancillary building or as a tiny home on the same lot, for a total of three residential dwellings on one property, shall be permitted;
- b) Two **additional dwelling units** shall be permitted in the principal building, where no ancillary building contains a dwelling unit on the same lot, for a total of three residential dwellings on one property;
- c) The lot size and configuration are sufficient to accommodate required infrastructure, adequate parking, green spaces and amenity areas for both the principal dwelling and the **additional dwelling unit(s)**
- d) The **additional dwelling unit(s)** meet(s) all applicable law;
- e) The overall appearance and character of the principal dwelling is maintained in accordance with local by-laws; and,
- f) Accessory structures that contain an **additional dwelling unit** shall not be severed from the principal dwelling.

In addition to the above, **additional dwelling units** located within the Agricultural Area shall also be subject to Policy 7.1.6.2.”

23. Section 5.5, replace reference to “Elgin St. Thomas Health Unit” with “Southwestern Public Health”.

24. Section 5.7, add the words “and emergency shelters” at the end of the first sentence.

25. Section 5.8, replace the words “special needs housing” with “additional needs housing”.

26. Section 5.11, delete the introductory paragraph in its entirety and replace with the following:

“New **development** shall be compatible with adjacent land uses, comply with Policy 3.3.10.2 of this Plan, and be consistent with the Ministry of Environment Land Use and Compatibility Guidelines (D-6 Guidelines).”

27. Section 6.2.1.4, delete all references to the word “significant”.

28. Section 6.2.1.6, delete the term “Conservation Authority” and insert the words “other authorities, if” before the word “applicable”.

29. Create a new Section 6.2.1.8 as follows:

“6.2.1.8 Natural Heritage Features Net Gain

The County of Elgin has adopted a target increase in forest coverage in the County to 30% of its land base by 2044 and this is supported by the Municipality of West Elgin. As such, the Municipality will work towards achieving this target by:

- a) Requiring development proponents to demonstrate how their development proposal will assist in achieving this goal where there is an existing woodland on-site;

- b) Encouraging development proponents to incorporate naturalized woodlands into development proposals where on-site woodlands have been previously cleared; and,
 - c) Working with local municipalities, Indigenous nations, public/private organizations and intuitions, and industry to encourage and supporting tree planting on public and private lands.”
30. Section 6.2.2.2, delete the word “may” and replace it with “shall” in the fourth sentence.
 31. Section 6.2.2.3, delete the words “lands identified as”.
 32. Section 6.2.2.4, delete all references to the words “significant”.
 33. Section 6.2.2.5, delete the words “in consultation with the Conservation Authority” in the third sentence and delete the term “the Conservation Authority,” in the fourth sentence.
 34. Section 6.2.2.6, delete the last sentence in its entirety and replace it with the following: “Where **development** and **site alteration** adjacent to **Natural Heritage Features and Areas** is proposed, the Municipality will consult with the County, and the Province (where required). The Municipality will use the setbacks in Table 6.1 to determine the need for an Environmental Impact Study:”
 35. Section 6.2.4.2, delete in its entirety.
 36. Table 6.1, delete the term “Significant Habitat of Endangered Species and Threatened” and replace it with “Habitat of Endangered and Threatened Species”.
 37. Section 6.2.4.1, delete the second sentence in its entirety and replace it with the following: “Where the policies of this Plan require that an Environmental Impact Study be prepared, the Municipality may consult with outside agencies or technical peer reviewers regarding the scope of the Environmental Impact Study.”
 38. Section 6.2.4.3, delete the policy in its entirety and replace with the following: “Where required, the municipality may work with the Lower Thames Valley Conservation Authority or other technical peer reviewers in the **development** of an Environmental Impact Study to address natural heritage policy requirements in accordance with the Service Agreement between the Conservation Authority and Municipality.”
 39. Section 6.2.5.1 h), replace “have regard for the requirement” with “Comply with the requirements”.
 40. Section 6.3.4.1, delete the word “uprush” and replace with “effects”.
 41. Section 6.5.3.6 c), delete and replace with the following text: “archaeological assessment and heritage impact assessment”.
 42. Section 7.1.3.1, add the following subsections at the end of the policy as follows:
 - “k) Dwellings, in accordance with Policy 7.1.6; and
 - j) **Additional dwelling units**, in accordance with Policy 7.1.6.2.”

43. Section 7.1.3.2, delete the words “designated and/or” in the third sentence. Replace the word “should” with “may” in the fourth sentence.
44. Section 7.1.4.2, insert the word “agricultural” before “distribution facilities”.
45. Section 7.1.5.1, delete the term “indoor cannabis cultivation”.
46. Section 7.1.6 a) delete the word “New”.
47. Section 7.1.6 d), delete the words “second farm” before the word “residence”.
48. Section 7.1.6, add the following subsection at the end of the policy as follows:
 - “e) Additional dwelling units in accordance with Policy 7.1.6.2.”
49. Section 7.1.6.1, add the following at the end of the second sentence: “and shall be subject to site plan control when proposed in multiunit or communal/dormitory formats.”
50. Create a new Section 7.1.6.2, as follows:

“7.1.6.2, Additional Dwelling Units in Agricultural Areas

Where a single detached, semi-detached, or rowhouse dwelling is permitted in the Agricultural Area, up to two (2) **additional dwelling units** shall be permitted on the same lot as the principal dwelling, subject to Policy 5.4 and the following:

- a) where a proposal would result in two (2) **additional dwelling units** on a lot, at least one of the units shall be located within or attached to the principal dwelling;
- b) where a proposal would result in a **additional dwelling unit** that is physically detached from the principal dwelling, the unit is limited in scale and is located in close proximity to the principal dwelling or farm building cluster;
- c) the **additional dwelling unit(s)** shall comply with the minimum distance separation formulae;
- d) appropriate sewage and water services are available to service the **additional dwelling unit(s)**, in addition to the principal dwelling;
- e) any public health or safety concerns are addressed to the satisfaction of the Municipality; and,
- f) the removal of any productive agricultural land is avoided or, where avoidance is not possible, minimized to the satisfaction of the Municipality.

For greater certainty, **additional dwelling units** permitted in the agricultural area are considered a separate and distinct use from the housing for farm help described in Policy 7.1.6.1.”

51. Section 7.1.7.2, replace subsections c) and e) as follows:

“c) no new dwelling or **additional dwelling unit** is permitted in the future on the remnant parcel which shall be ensured through an amendment to the Zoning By-law;”

“e) the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services, and minimizes the loss of productive farmland; and”

52. Section 7.2.3.2 l), replace with word “Accessory” with “Additional”.

53. Section 7.2.3.3 is deleted in its entirety and replaced with the following:

“The Municipality will support the County's overall minimum residential density target of 20 units per net hectare in Tier 1 Settlement Areas of Rodney and West Lorne by:

a) promoting a mix of low and medium density housing opportunities;

b) encouraging the efficient use of land through the site plan and plan of subdivision process;

c) encouraging denser forms of development where appropriate; and,

d) updating the Municipality's Zoning by-law to include appropriate minimum and maximum densities for development, taking into account any servicing constraints/limitations in Rodney and West Lorne”

54. Delete Table 7.1 in its entirety.

55. Section 7.2.3.4 b), replace the word “should” with “shall”.

56. Section 7.2.3.5, replace in its entirety with the following:

7.2.3.5 Housing Mix

In accordance with County policy, **development** proposals for undeveloped parcels shall incorporate a range of housing types and densities, such that no more than 70% of proposed dwelling units are composed of single detached dwellings, unless it is capable of being demonstrated that market, servicing, site conditions and neighbouring land use dictate otherwise.”

57. Section 7.2.3.6.1, in the first sentence replace with the words “maintain or enhance” with “be compatible with”.

58. Section 7.2.3.8, delete in its entirety.

59. Section 7.3.3 b), delete and replace with the following “**Additional dwelling units** in accordance with Policy 5.4;”

60. Section 7.3.5.1, delete the words “,including applicable Minimum Distance Separation requirements,” from the first sentence.

61. Section 7.6.2 a), insert the policy reference “5.5” at the end of the sentence.

62. Section 7.6.2. b), delete the word “Accessory” and replace with “Additional” and insert policy reference “5.4” at the end of the sentence.

63. Section 8.1.2.1 g), delete the word “Accessory” and replace with “Additional”.

64. Section 8.1.8.2 a), delete the last sentence and replace it with: “Such amendment will be in conformity with the applicable policies of the PPS, the County Official Plan, and this Official Plan.”

65. Section 9.9, create a new subsection after Section 9.9 as follows:

“9.9.1 Development & Contaminated Sites

The Municipality encourages the identification of contaminated sites (brownfields) or land adjacent to known or suspected contaminated sites, their remediation, and appropriate redevelopment, in accordance with Provincial regulations and procedures and the policies of this Plan.

Proponents of development may be required to document the previous uses of the subject property and/or any properties that may have been impacted by or have impacted the subject property, to assist in the determination of the potential for site contamination.

For land with an historic use which may have resulted in site contamination or land adjacent to known or suspected contaminated sites, Environmental Site Assessments (ESAs) will be prepared to determine whether contamination exists, its extent where it does exist, and to determine remediation requirements.

Where an ESA has determined that contamination exists, no development shall be permitted until such time as a Record of Site Condition has been prepared by a qualified person confirming that site soil conditions meet provincial criteria for the proposed use.

Development of a brownfield site shall meet the Province’s requirements for development on potentially contaminated sites as set out in the Environmental Protection Act, its associated regulations, or amendments made thereto.

Where feasible, the Municipality may support on-site and local re-use of uncontaminated excess soil(fill) through planning and development approvals where such reuse will not impact human health, the environment, or pose as a financial or personal liability to the municipal corporation.”

66. Section 11.9.2, delete the word “boundary” and replace with “community improvement project area(s)” in the second sentence.

67. Section 11.12, delete the words “a comprehensive” and replace with “an official plan” in the first sentence.

68. Section 11.16, delete the last sentence and replace with the following: “The County of Elgin is approval authority for part lot control by-laws.”

69. Section 11.17 a), delete in its entirety and replace with the following: “The plan of subdivision is consistent with the Provincial Policy Statement, and conforms to the policies and land use designations of this Official Plan, and the County of Elgin Official Plan.”

70. Section 11.21.4 f), delete in its entirety and replace with the following:

“f) To create of a lot for the purposes of disposing of a dwelling considered surplus as a result of farm consolidation, in accordance with Policy 7.1.7.2; and”

71. Section 12, insert or, delete and replace, the following definitions detailed in the Provincial Planning Statement (2024):

- Additional Dwelling Unit
- Additional Needs Housing
- Adjacent Lands
- Agricultural Condition
- Agricultural Impact Assessment
- Agricultural System
- Agricultural Uses
- Agri-food Network
- Areas of Archaeological Potential
- Built Heritage Resource
- Compact Built Form
- Compete Communities
- Cultural Heritage Landscape
- Employment Area
- Flooding Hazard
- Floodproofing Standard
- Habitat of Endangered and Threatened Species
- Heritage Attributes
- Housing Options
- Impacts of a Changing Climate
- Infrastructure
- Intensification
- Low Impact Development
- Major Goods Movement Facilities and Corridors
- Minerals
- Negative Impact
- On-farm Diversified Uses
- Other Water-related Hazards
- Partial Services
- Petroleum Resource Operations
- Petroleum Resources
- Planned Corridors
- Prime Agricultural Area
- Protected Heritage Property
- Provincial and Federal Requirements
- Public Service Facilities
- Reserve Sewage System Capacity
- Reserve Water System Capacity
- Residence Surplus to a Farming Operation
- Settlement Areas
- Significant
- Threatened Species
- Transit-supportive
- Wave Effects

72. Section 12, delete the following definitions in their entirety:

- Comprehensive Review
- Special Needs

73. Delete all schedules 1 through 6 in their entirety and replace with the schedules appended to this Decision as Appendix 'A'.

74. That the Table of Content, page numbering, and section numbering is revised as required to address all modifications.

Dated at the County of Elgin this 12th day of December 2024.

A handwritten signature in black ink, consisting of stylized initials and a long horizontal stroke extending to the right.

Director of Planning & Development,
County of Elgin

Appendix 'A' – West Elgin Official Plan Approved Schedules



Council Highlights

Thursday,
December 12, 2024

In This Issue:

Council Receives Annual Committee Reports

County Council to Oversee Museum Directly

County Appoints ADR Chambers Inc. as Integrity Commissioner/Closed Meeting Investigator

Contract Awarded for Village of Fingal Reconstruction

County Establishes Two New Restricted Parking Zones

New Structure for Council Meetings

Elgin County Prioritizes Safety with Updated Emergency Plan and By-Law



Council Receives Annual Committee Reports

At the December 12, 2024 County Council meeting, Council members received annual update reports from several key committees providing an overview of their activities in 2024 and proposed initiatives for the upcoming year.

The reports, presented by each committee, highlighted their respective mandates, accomplishments, and plans for 2025. Committees that shared their updates included the Land Division Committee, Finance Committee, Terrace Lodge Redevelopment Steering Committee, Rural Initiatives and Planning Advisory Committee, Human Resources Committee, Museum Advisory Committee, and Growth Planning Steering Committee.

These reports give Council and the public an in-depth look at the valuable work being done at the committee level, ensuring that Elgin County remains on track to meet its long-term goals.

The full Committee Reports are available as part of the December 12, 2024 County Council Agenda Package.

County Council to Oversee Museum Directly

Elgin County Council approved the dissolution of the Elgin County Museum Advisory Committee (ECMAC) and replacement of it with direct oversight by Elgin County Council. Established in 2007, ECMAC served as an advisory body for matters such as exhibitions, events, policy reviews, and museum liaison. Initially, the Committee had representation from the Women's Institutes (WI), the Imperial Order Daughters of the Empire (IODE), and the Elgin County Tourist Association, all of which have since diminished or dissolved. The Committee currently includes members from Elgin County Council, the agricultural community, and other local museums, but there is a vacancy for a WI representative.

The Committee has faced challenges, including low attendance and an inability to meet quorum, with the last two meetings failing to do so. After consulting Committee Members, it was agreed that a new governance model would better address these issues. Similar to other County departments (such as the Elgin County Library and Archives), the Museum will report directly to the County Council without the need for an advisory committee.

The Museum has an exciting year ahead with a photography exhibit to run from January to June. In July, an exhibit about Jumbo will open. It will coincide with the 140th anniversary of Jumbo's death and will run into early 2026. A semi-permanent exhibition will be mounted in the back section of the museum, drawn from the permanent collection. Selections will be made to highlight aspects of the County's history and to represent, where possible, the individual municipalities. Collections work will focus on continuing the collections review and identifying items for transfer or deaccession and updating records and photographs in the online database.



Council Appoints ADR Chambers Inc. as Integrity Commissioner/Closed Meeting Investigator

Elgin County's contract for Integrity Commissioner and Closed Meeting Investigator services expires at the end of 2024, and Council directed a new procurement process for a 2½-year contract. An RFQ was issued on November 12, 2024, and closed on November 29, 2024, with four bids received from the following firms: Deloitte LLP, Ross & McBride LLP, ADR Chambers Inc., and Lerner LLP.

The RFQ required firms to meet minimum qualifications, including at least five years of experience in municipal integrity services, expertise in areas such as Municipal Conflict of Interest Act compliance, mediation, communication, investigations, adjudication, and municipal government. The lowest compliant bid was from ADR Chambers Inc. at a rate of \$300 per hour for both services.

ADR Chambers has proposed Michael Maynard as the Integrity Commissioner and Closed Meeting Investigator. Maynard has been serving in these roles since 2018 and currently works with 18 Ontario municipalities and three school boards.

Contract Awarded for Village of Fingal Reconstruction Project

Council approved awarding the engineering services contract for the Village of Fingal Reconstruction project to AECOM Canada Ltd. for \$628,039 (excluding HST). The contract covers the provision of engineering services, including project engineering, detailed design, tender preparation, inspection, and contract administration for the reconstruction of Township and County roads and full municipal servicing in the Village of Fingal. This project is a collaboration between the County of Elgin and the Township of Southwold. The County oversees Union Road, Fingal Line, and associated stormwater systems, while the Township is responsible for sanitary sewer, water systems, local roads, and pedestrian facilities.



Council Establishes Two New Restricted Parking Zones

Elgin County Council established restricted parking in two areas along County roads to improve traffic safety and flow.

The first area is Fulton Street (CR 41) in the Village of Vienna, where the Municipality of Bayham requested parking restrictions between Elm Street and Snow Street. Parked vehicles on the grass boulevard in this section of road create potential hazards due to restricted sightlines and the existing road geometry.

The second area is St. George Street (CR 26) in the Municipality of Central Elgin, which was recently reconstructed to include narrower 3.35-meter travel lanes as a traffic calming measure. The 6.7-meter width between curbs does not accommodate on-street parking, and vehicles that attempt to park there obstruct traffic and pose safety risks. Therefore, staff recommended restricting parking along St. George Street. To minimize sign clutter, restricted parking signs will be placed at both ends of the street. If parking violations continue, additional "No Parking" signage will be installed.



New Structure for Council Meetings

Elgin County Council has approved a new structure for Council meetings, which will be incorporated into a draft of the procedural by-law for Council's review in the new year. Currently, Elgin County Council uses a structure that combines Committee of the Whole within the Council meeting format. Under this structure, all actions from Committee of the Whole are approved immediately following discussion during the same meeting.

The new structure will separate Council and Committee of the Whole into distinct meetings, though they will still occur on the same day. Items discussed in Committee of the Whole will not be approved until the following regular Council meeting, two weeks later. This change will allow time for public comment and further discussion if deemed necessary by Councillors.

Elgin County Prioritizes Community Safety with Updated Emergency Plan and By-Law

Elgin County's Emergency Management by-law was established in 2018 and did not fully align with the requirements of the Emergency Management and Civil Protection Act (EMCPA). During the 2023 compliance process, Emergency Management Ontario (EMO) recommended that Elgin County adopt an all-encompassing by-law to ensure better alignment.

Council adopted a new by-law that adopts the emergency management program and plan, and formally appoints the primary and alternate Community Emergency Management Coordinators (CEMCs), along with the County's Emergency Management Program Committee (EMPC) and Municipal Emergency Control Group (MECG). This updated by-law also provides flexibility for future administrative changes, ensuring the ongoing effectiveness and efficiency of the emergency management program.

In addition to the new by-law, the Emergency Management (EM) Department has taken the opportunity to update the Emergency Response Plan (ERP). These updates are primarily administrative, aligning the ERP with the new by-law and removing or updating outdated information to ensure it remains relevant and effective.



For the complete **December 12, 2024 Agenda Package**, please visit the following link:
[County Council Agenda Package](#)

Ontario
Provincial
Police

Police
provinciale
de l'Ontario

Municipal Policing Bureau
Bureau des services policiers des municipalités

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Orillia ON L3V 7V3

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File Reference:

612-20

December 19, 2024

Dear Mayor/Reeve/CAO/Treasurer,

Further to the letter sent to you by the Solicitor General on November 29, 2024, please find attached your revised OPP municipal policing 2025 Annual Billing Statement package.

As per the amended Ontario Regulation 413/23, a discount has been applied to the 2023 year-end reconciliation statement that includes both a 44 per cent discount on reconciled overtime costs as well as a 3.75 per cent discount on total 2023 reconciled costs (after the discount on overtime is applied). Additionally, a 10 per cent discount has been applied to the total 2025 estimated costs.

The Municipal Policing Bureau will be hosting rescheduled webinar information sessions on Wednesday, January 15, 2025 at 2:00 p.m. and on Friday, January 17, 2025 at 9:00 a.m. E-mail invitations will be forwarded to your municipality. The webinar content will be the same on both dates, please accept the invitation for the date that works best for your schedule.

If you have questions about the Annual Billing Statement, please e-mail OPP.MPB.Financial.Services.Unit@OPP.ca.

Yours truly,



S.B. (Steve) Ridout
Superintendent
Commander - Municipal Policing Bureau

OPP 2025 Annual Billing Statement - Revised

West Elgin M

Estimated costs for the period January 1 to December 31, 2025

Please refer to www.opp.ca for 2025 Municipal Policing Billing General Information summary for further details.

		<u>Cost per Property \$</u>	<u>Total Cost \$</u>
Base Service	Property Counts		
	Household	2,982	
	Commercial and Industrial	<u>174</u>	
	Total Properties	<u><u>3,156</u></u>	597,859
Calls for Service	(see summaries)		
	Total all municipalities	209,489,870	
	Municipal portion	0.1991%	417,150
Overtime	(see notes)	16.55	52,220
Prisoner Transportation	(per property cost)	1.67	5,271
Accommodation/Cleaning Services	(per property cost)	<u>5.70</u>	<u>17,989</u>
Total 2025 Estimated Cost		345.53	1,090,489
10% Discount on 2025 Estimated Costs		<u>(34.55)</u>	<u>(109,049)</u>
Total 2025 Estimated Cost After Discount		<u>310.98</u>	<u>981,440</u>
2023 Year-End Adjustment	(see summary)		14,952
Revised Grand Total Billing for 2025			<u><u>996,392</u></u>
Revised 2025 Monthly Billing Amount			83,033

Notes

A 10% Discount has been applied to the grand total of all 2025 estimated costs. The 2023 Year-End Adjustment also includes discounts applied to 2023 reconciled costs (44% on OT and 3.75% on total reconciled costs), see 2023 reconciled statement page for more information.

OPP 2025 Annual Billing Statement

West Elgin M

Estimated costs for the period January 1 to December 31, 2025

Notes to Annual Billing Statement

- 1) Municipal Base Services and Calls for Service Costs - The costs allocated to municipalities are determined based on the costs assigned to detachment staff performing municipal policing activities across the province. A statistical analysis of activity in detachments is used to determine the municipal policing workload allocation of all detachment-based staff as well as the allocation of the municipal workload between base services and calls for service activity. For 2025 billing purposes the allocation of the municipal workload in detachments has been calculated to be 50.7 % Base Services and 49.3 % Calls for Service. The total 2025 Base Services and Calls for Service cost calculation is detailed on the Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 2) Base Services - The cost to each municipality is determined by the number of properties in the municipality and the standard province-wide average cost per property of \$189.44 estimated for 2025. The number of municipal properties is determined based on MPAC data. The calculation of the standard province-wide base cost per property is detailed on Base Services and Calls for Service Cost Summary included in the municipal billing package.
- 3) Calls for Service - The municipality's Calls for Service cost is a proportionate share of the total cost of municipal calls for service costs calculated for the province. A municipality's proportionate share of the costs is based on weighted time standards applied to the historical billable calls for service. The municipality's total weighted time is calculated as a percentage of the total of all municipalities.
- 4) Overtime - Municipalities are billed for overtime resulting from occurrences in their geographic area and a portion of overtime that is not linked specifically to a municipality, such as training. Municipalities are not charged for overtime identified as a provincial responsibility. The overtime activity for the calendar years 2020, 2021, 2022, and 2023 has been analyzed and averaged to estimate the 2025 costs. The costs incorporate the estimated 2025 salary rates and a discount to reflect overtime paid as time in lieu. The overtime costs incurred in servicing detachments for shift shortages have been allocated on a per property basis based on straight time. Please be advised that these costs will be reconciled to actual 2025 hours and salary rates and included in the 2027 Annual Billing Statement.
- 5) Court Security and Prisoner Transportation (CSPT) - Municipalities with court security responsibilities in local courthouses are billed court security costs based on the cost of the staff required to provide designated court security activities. Prisoner transportation costs are charged to all municipalities based on the standard province-wide per property cost. The 2025 costs have been estimated based on the 2023 activity levels. These costs will be reconciled to the actual cost of service required in 2025.

There was no information available about the status of 2025 Court Security Prisoner Transportation Grant Program at the time of the Annual Billing Statement preparation.
- 6) Year-end Adjustment - The 2023 adjustment accounts for the difference between the amount billed based on the estimated cost in the Annual Billing Statement and the reconciled cost in the Year-end Summary. The most significant year-end adjustments are resulting from the cost of actual versus estimated municipal requirements for overtime, contract enhancements and court security.

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Salaries and Benefits	Positions	Base		Total Base Services and Calls for Service	Base Services	Calls for Service
		FTE	%	\$/FTE	\$	\$
Uniform Members	Note 1					
Inspector	26.56	100.0	187,318	4,975,177	4,975,177	-
Staff Sergeant-Detachment Commander	8.60	100.0	156,717	1,347,770	1,347,770	-
Staff Sergeant	38.53	100.0	168,657	6,498,335	6,498,335	-
Sergeant	226.23	50.7	143,480	32,459,478	16,460,024	15,999,454
Constable	1,618.15	50.7	120,835	195,529,705	99,147,813	96,381,892
Part-Time Constable	11.97	50.7	91,572	1,096,112	555,839	540,272
Total Uniform Salaries	1,930.04			241,906,577	128,984,959	112,921,618
Statutory Holiday Payout			6,207	11,906,411	6,262,929	5,643,483
Shift Premiums			1,129	2,095,821	1,062,740	1,033,081
Uniform Benefits - Inspector			29.47%	1,466,114	1,466,114	-
Uniform Benefits - Full-Time Salaries			36.38%	85,791,541	44,909,750	40,881,790
Uniform Benefits - Part-Time Salaries			18.75%	205,571	104,245	101,326
Total Uniform Salaries & Benefits				343,372,035	182,790,737	160,581,298
Detachment Civilian Members	Note 1					
Detachment Administrative Clerk	164.29	50.7	75,342	12,377,949	6,276,748	6,101,201
Detachment Operations Clerk	3.41	50.7	69,798	238,011	120,750	117,260
Detachment Clerk - Typist	1.74	50.7	62,349	108,488	54,867	53,620
Court Officer - Administration	28.73	50.7	92,124	2,646,719	1,342,245	1,304,474
Crimestoppers Co-ordinator	0.89	50.7	73,240	65,184	32,958	32,226
Cadet	1.62	50.7	51,219	82,974	41,999	40,975
Total Detachment Civilian Salaries	200.68			15,519,324	7,869,568	7,649,757
Civilian Benefits - Full-Time Salaries			36.13%	5,606,608	2,843,009	2,763,599
Total Detachment Civilian Salaries & Benefits				21,125,933	10,712,577	10,413,355
Support Costs - Salaries and Benefits	Note 2					
Communication Operators			6,682	12,896,527	6,782,230	6,114,297
Prisoner Guards			2,061	3,977,812	2,091,915	1,885,897
Operational Support			7,119	13,739,955	7,225,785	6,514,170
RHQ Municipal Support			3,208	6,191,568	3,256,120	2,935,448
Telephone Support			157	303,016	159,355	143,661
Office Automation Support			938	1,810,378	952,070	858,308
Mobile and Portable Radio Support			357	693,298	364,522	328,776
Total Support Staff Salaries and Benefits Costs				39,612,554	20,831,997	18,780,557
Total Salaries & Benefits				404,110,521	214,335,311	189,775,210
Other Direct Operating Expenses	Note 2					
Communication Centre			150	289,506	152,250	137,256
Operational Support			1,112	2,146,204	1,128,680	1,017,524
RHQ Municipal Support			360	694,814	365,400	329,414
Telephone			1,458	2,813,998	1,479,870	1,334,128
Mobile Radio Equipment Repairs & Maintenance			168	326,258	171,540	154,718
Office Automation - Uniform			4,487	8,660,089	4,554,305	4,105,784
Office Automation - Civilian			1,154	231,585	116,485	115,100
Vehicle Usage			10,219	19,723,079	10,372,285	9,350,794
Detachment Supplies & Equipment			1,073	2,070,933	1,089,095	981,838
Uniform & Equipment			2,360	4,583,144	2,409,725	2,173,418
Uniform & Equipment - Court Officer			1,037	29,793	15,109	14,684
Total Other Direct Operating Expenses				41,569,403	21,854,744	19,714,660
Total 2025 Municipal Base Services and Calls for Service Cost				\$ 445,679,925	\$ 236,190,055	\$ 209,489,870
Total OPP-Policed Municipal Properties					1,246,809	
Base Services Cost per Property					\$ 189.44	

OPP 2025 Estimated Base Services and Calls for Service Cost Summary

Estimated Costs for the period January 1, 2025 to December 31, 2025

Notes:

Total Base Services and Calls for Service Costs are based on the cost of salary, benefit, support and other direct operating expenses for staff providing policing services to municipalities. Staff is measured in full-time equivalent (FTE) units and the costs per FTE are described in the notes below.

- 1) Full-time equivalents (FTEs) are based on average municipal detachment staffing levels for the years 2020 through 2023. Contract enhancements, court security, prisoner transportation and cleaning staff are excluded.

The equivalent of 85.71 FTEs with a cost of \$17,779,996 has been excluded from municipal costs to reflect the average municipal detachment FTEs required for provincially-mandated responsibilities eligible for Provincial Service Usage credit.

Salary rates are based on weighted average rates for municipal detachment staff by rank, level, and classification. The 2025 salaries incorporate the 2025 general salary rate increase set in the 2023 to 2026 OPPA Uniform and Civilian Agreements (uniform and civilian staff - 4.75% in 2023, 4.50% in 2024 and 2.75% in 2025.)

The benefit rates are estimated based on the most recent rates set by the Treasury Board Secretariat, (2024-25). Statutory Holiday Payouts, Shift Premiums, and Benefit costs are subject to reconciliation.

Two new premiums were added in these new agreements: a 3% Frontline Patrol Premium (which applies to Constables and Sergeants in Frontline roles only) and a 3% Second-In-Command Premium (which applies to members when temporarily backfilling a short term platoon command position.) An allowance of \$2,101 per Constable FTE and \$3,330 per Sergeant FTE for the Frontline Patrol Premium and \$76 per Constable FTE for the Second-In-Command premium have been included in the salary rates for Constables and Sergeants. These allowances are subject to reconciliation.

FTEs have been apportioned between Base Services and Calls for Service costs based on the current ratio, 50.7% Base Services : 49.3% Calls for Service.

- 2) Support Staff Costs and Other Direct Operating Expenses for uniform FTEs are calculated on a per FTE basis as per rates set in the 2024 Municipal Policing Cost-Recovery Formula.

OPP 2025 Calls for Service Billing Summary

West Elgin M

Estimated costs for the period January 1 to December 31, 2025

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	9	1	0	4	4	5.9	21	0.0011%	2,375
Drugs	3	0	3	6	3	88.1	264	0.0145%	30,402
Operational	385	333	347	319	346	3.9	1,349	0.0741%	155,218
Operational 2	105	90	82	73	88	1.7	149	0.0082%	17,110
Other Criminal Code Violations	19	27	17	16	20	7.1	140	0.0077%	16,130
Property Crime Violations	125	101	104	92	106	6.2	654	0.0359%	75,240
Statutes & Acts	59	66	85	54	66	3.5	231	0.0127%	26,571
Traffic	64	85	92	71	78	3.8	296	0.0163%	34,094
Violent Criminal Code	32	34	47	28	35	14.8	522	0.0286%	60,010
Municipal Totals	801	737	777	663	745		3,627	0.1991%	\$417,150

Provincial Totals (Note 4)

Calls for Service Billing Workgroups	Calls for Service Count					2025 Average Time Standard	Total Weighted Time	% of Total Provincial Weighted Time	2025 Estimated Calls for Service Cost
	2020	2021	2022	2023	Four Year Average				
	A					B	C = A * B		
	Note 1							Note 2	Note 3
Drug Possession	2,803	2,979	2,483	2,363	2,657	5.9	15,676	0.8608%	1,803,207
Drugs	1,127	1,050	797	920	974	88.1	85,765	4.7092%	9,865,380
Operational	178,171	180,823	176,502	180,423	178,980	3.9	698,021	38.3272%	80,291,662
Operational 2	48,046	48,395	46,304	47,019	47,441	1.7	80,650	4.4283%	9,276,939
Other Criminal Code Violations	12,123	12,103	12,206	12,931	12,341	7.1	87,619	4.8110%	10,078,638
Property Crime Violations	46,799	47,403	48,878	49,446	48,132	6.2	298,415	16.3855%	34,325,987
Statutes & Acts	31,261	32,888	32,697	34,047	32,723	3.5	114,531	6.2887%	13,174,266
Traffic	32,067	34,757	38,776	32,713	34,578	3.8	131,397	7.2148%	15,114,318
Violent Criminal Code	19,343	20,055	21,513	22,640	20,888	14.8	309,139	16.9743%	35,559,474
Provincial Totals	371,740	380,453	380,156	382,502	378,713		1,821,214	100%	\$209,489,870

Notes to Calls for Service Billing Summary

- 1) Displayed without decimal places, exact numbers used in calculations
- 2) Displayed to four decimal places, nine decimal places used in calculations
- 3) Total costs rounded to zero decimals
- 4) Provincial Totals exclude data for dissolutions and post-2021 municipal police force amalgamations.

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OPP 2025 Calls for Service Details
West Elgin M
For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Grand Total	801	737	777	663	744.50
Drug Possession	9	1	0	4	3.50
DRUG Operation - Master Code	1	0	0	0	0.25
Drug Related Occurrence	6	0	0	2	2.00
Possession - Cocaine	1	0	0	0	0.25
Possession - Heroin	0	0	0	1	0.25
Possession – Opioid (other than heroin)	1	0	0	0	0.25
Possession - Other Controlled Drugs and Substances Act	0	1	0	1	0.50
Drugs	3	0	3	6	3.00
Trafficking - Cocaine	1	0	2	4	1.75
Trafficking - Methamphetamine (Crystal Meth)	0	0	1	1	0.50
Trafficking - Other Controlled Drugs and Substances Act	2	0	0	1	0.75
Operational	385	333	347	319	346.00
Accident - non-MVC - Industrial	1	0	0	0	0.25
Accident - non-MVC - Master Code	1	0	4	0	1.25
Accident - Non-MVC - Others	0	0	1	0	0.25
Alarm - Master Code	1	0	0	0	0.25
Animal - Bite	3	2	1	5	2.75
Animal - Dog Owners Liability Act	4	0	0	3	1.75
Animal - Injured	5	7	4	6	5.50
Animal - Left in Vehicle	0	1	0	0	0.25
Animal - Master Code	0	0	1	0	0.25
Animal - Other	3	1	1	3	2.00
Animal - Rabid	0	1	0	0	0.25
Animal - Stray	13	3	13	9	9.50
Assist Fire Department	5	0	1	2	2.00
Assist Public	40	25	9	40	28.50
By-Law - Master Code	1	1	0	1	0.75
Distressed / Overdue Motorist	0	1	0	0	0.25
Dogs By-Law	3	0	2	1	1.50
Domestic Disturbance	18	32	23	33	26.50
Family Dispute	35	33	30	30	32.00
Fire - Building	7	8	7	8	7.50
Fire - Master Code	1	0	0	0	0.25
Fire - Other	2	1	4	1	2.00
Fire - Vehicle	4	5	3	3	3.75
Firearms (Discharge) By-Law	1	0	0	0	0.25
Fireworks By-Law	1	0	0	0	0.25
Found - Others	1	1	0	0	0.50
Found Property - Master Code	14	5	9	10	9.50
Insecure Condition - Building	1	0	0	0	0.25
Insecure Condition - Master Code	1	1	2	1	1.25
Lost - Accessible Parking Permit	1	1	0	0	0.50
Lost - Household Property	1	1	0	0	0.50
Lost - License Plate	0	4	0	1	1.25

OPP 2025 Calls for Service Details

West Elgin M

For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Lost - Others	2	1	0	0	0.75
Lost - Personal Accessories	0	1	1	0	0.50
Lost Property - Master Code	8	6	3	2	4.75
Missing Person - Master Code	0	0	0	1	0.25
Missing Person 12 & older	4	2	2	0	2.00
Missing Person Located 12 & older	4	7	3	4	4.50
Missing Person Located Under 12	0	1	0	0	0.25
Missing Person under 12	1	0	0	1	0.50
Neighbour Dispute	35	29	22	23	27.25
Noise Complaint - Animal	0	3	2	2	1.75
Noise Complaint - Master Code	22	20	12	17	17.75
Noise Complaint - Others	2	4	0	2	2.00
Noise Complaint - Residence	1	0	3	3	1.75
Other Municipal By-Laws	4	2	3	4	3.25
Overdose/Suspected Overdose -Opioid Related	0	0	0	1	0.25
Phone - Master Code	2	5	6	2	3.75
Phone - Nuisance - No Charges Laid	4	2	3	3	3.00
Phone - Obscene - No Charges Laid	0	1	0	0	0.25
Phone - Other - No Charges Laid	1	2	49	2	13.50
Phone - Threatening - No Charges Laid	2	1	1	0	1.00
Smoking By-Law	1	0	0	0	0.25
Sudden Death - Accidental	0	0	1	1	0.50
Sudden Death - Drowning	0	0	0	1	0.25
Sudden Death - Natural Causes	6	10	6	4	6.50
Sudden Death - Others	1	3	2	2	2.00
Sudden Death - Suicide	0	1	0	0	0.25
Suspicious Package	0	1	0	0	0.25
Suspicious Person	42	38	34	32	36.50
Suspicious vehicle	52	39	42	25	39.50
Text- related Incident (Texting)	1	0	2	0	0.75
Traffic By-Law	0	0	0	1	0.25
Trouble with Youth	6	9	18	12	11.25
Unwanted Persons	12	9	12	10	10.75
Vehicle Recovered - All Terrain Vehicles	0	0	1	1	0.50
Vehicle Recovered - Automobile	2	0	4	3	2.25
Vehicle Recovered - Construction Vehicles	0	0	0	1	0.25
Vehicle Recovered - Master Code	0	1	0	0	0.25
Vehicle Recovered - Trucks	2	1	0	2	1.25
Operational 2	105	90	82	73	87.50
911 call - Dropped Cell	5	5	9	11	7.50
911 call / 911 hang up	24	21	13	15	18.25
False Alarm - Accidental Trip	1	0	0	0	0.25
False Alarm - Others	37	32	31	29	32.25
False Holdup Alarm - Accidental Trip	8	6	3	0	4.25
Keep the Peace	30	26	26	18	25.00

OPP 2025 Calls for Service Details

West Elgin M

For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Other Criminal Code Violations	19	27	17	16	19.75
Bail Violations - Breach of Recognizance	2	1	1	0	1.00
Bail Violations - Fail To Comply	6	13	5	5	7.25
Bail Violations - Master Code	0	0	1	0	0.25
Bail Violations - Others	0	1	0	1	0.50
Breach of Probation	2	2	0	6	2.50
Child Pornography - Making or distributing	1	0	1	0	0.50
Disobey court order / Misconduct executing process	1	0	0	0	0.25
Disturb the Peace	0	1	0	1	0.50
Indecent acts - exposure to person under 16	1	1	0	0	0.50
Indecent acts - Master Code	0	1	0	0	0.25
Indecent acts - Other	1	0	0	1	0.50
Obstruct Public Peace Officer	0	1	0	0	0.25
Offensive Weapons - Careless use of firearms	0	0	1	0	0.25
Offensive Weapons - Other Offensive Weapons	0	0	1	0	0.25
Offensive Weapons - Other Weapons Offences	0	0	1	0	0.25
Offensive Weapons - Possession of Weapons	0	1	1	1	0.75
Offensive Weapons - Prohibited	0	1	1	0	0.50
Offensive Weapons - Restricted	0	1	0	0	0.25
Offensive Weapons - Weapons Trafficking	0	1	0	0	0.25
Possess Firearm while prohibited	1	0	1	0	0.50
Possession of Burglary Tools	0	0	0	1	0.25
Possession Of Counterfeit Money	1	0	0	0	0.25
Prostitution - Communication to Sell Sexual Services	0	1	0	0	0.25
Trespass at Night	3	1	2	0	1.50
Utter Threats to Property / Animals	0	0	1	0	0.25
Property Crime Violations	125	101	104	92	105.50
Arson - Building	1	0	0	0	0.25
Break & Enter	23	11	17	7	14.50
Break & Enter - Firearms	0	0	1	0	0.25
Break & Enter - steal firearm from motor vehicle	0	0	0	1	0.25
Fraud - Account closed	0	1	0	0	0.25
Fraud - False Pretence Over \$5,000	0	0	1	0	0.25
Fraud - False Pretence Under \$5,000	1	1	1	1	1.00
Fraud - Forgery & Uttering	2	0	0	1	0.75
Fraud - Fraud through mails	3	0	2	1	1.50
Fraud - Master Code	0	2	4	7	3.25
Fraud - Money/property/security Over \$5,000	1	2	3	3	2.25
Fraud - Money/property/security Under \$5,000	5	3	7	5	5.00
Fraud - Other	5	10	6	4	6.25
Fraud - Steal/Forge/Poss./Use Credit Card	0	2	0	0	0.50
Identity Fraud	1	2	0	0	0.75
Interfere with lawful use, enjoyment of property	0	2	1	2	1.25
Mischief	22	16	15	20	18.25
Mischief Graffiti - Non-Gang Related	1	0	0	0	0.25

OPP 2025 Calls for Service Details

West Elgin M

For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
Personation with Intent (fraud)	0	1	0	1	0.50
Possession of Stolen Goods over \$5,000	1	0	0	1	0.50
Possession of Stolen Goods under \$5,000	1	0	2	1	1.00
Property Damage	5	5	1	4	3.75
Theft Over - Master Code	1	0	1	0	0.50
Theft from Motor Vehicles Under \$5,000	6	5	4	5	5.00
Theft of - All Terrain Vehicles	2	1	3	2	2.00
Theft of - Automobile	5	3	5	2	3.75
Theft of - Mail	0	1	0	0	0.25
Theft of - Motorcycles	1	0	0	1	0.50
Theft of - Other Motor Vehicles	0	1	0	1	0.50
Theft of - Snow Vehicles	0	0	1	0	0.25
Theft of - Trucks	5	4	6	2	4.25
Theft of Motor Vehicle	8	11	3	4	6.50
Theft Over \$,5000 - Construction Site	0	0	1	0	0.25
Theft Over \$5,000 - Farm Agricultural Produce	0	1	0	0	0.25
Theft Over \$5,000 - Farm Equipment	0	0	0	1	0.25
Theft Over \$5,000 - Other Theft	0	0	0	2	0.50
Theft Over \$5,000 - Trailers	1	1	0	2	1.00
Theft Under \$5,000 - Bicycles	0	1	0	0	0.25
Theft Under \$5,000 - Boat (Vessel)	1	0	0	0	0.25
Theft Under \$5,000 - Boat Motor	1	0	1	1	0.75
Theft Under \$5,000 - Building	0	3	0	0	0.75
Theft Under \$5,000 - Construction Site	1	0	0	0	0.25
Theft Under \$5,000 - Gasoline Drive-off	0	2	4	2	2.00
Theft Under \$5,000 - Master Code	1	3	2	2	2.00
Theft Under \$5,000 - Other Theft	17	4	9	5	8.75
Theft Under \$5,000 - Persons	0	1	0	0	0.25
Theft Under \$5,000 - Trailers	2	1	0	1	1.00
Theft Under \$5,000 Shoplifting	1	0	2	0	0.75
Unlawful in a dwelling house	0	0	1	0	0.25
Statutes & Acts	59	66	85	54	66.00
Custody Dispute	1	0	3	0	1.00
Landlord / Tenant	6	13	17	15	12.75
Mental Health Act	7	26	21	6	15.00
Mental Health Act - Apprehension	0	2	6	2	2.50
Mental Health Act - Attempt Suicide	2	1	3	0	1.50
Mental Health Act - No contact with Police	3	0	0	2	1.25
Mental Health Act - Placed on Form	2	1	0	0	0.75
Mental Health Act - Threat of Suicide	11	7	9	8	8.75
Mental Health Act - Voluntary Transport	8	1	3	2	3.50
Trespass To Property Act	19	15	23	19	19.00
Traffic	64	85	92	71	78.00
MVC - Fatal (Motor Vehicle Collision)	1	1	0	1	0.75
MVC - Personal Injury (Motor Vehicle Collision)	4	9	6	4	5.75

OPP 2025 Calls for Service Details

West Elgin M

For the calendar years 2020 to 2023

Calls for Service Billing Workgroups	Calls for Service Count				Four Year Average
	2020	2021	2022	2023	
MVC - Prop. Dam. Failed to Remain (Motor Vehicle Collision)	2	9	3	4	4.50
MVC - Prop. Dam. Non Reportable (Motor Vehicle Collision)	26	9	18	24	19.25
MVC - Prop. Dam. Reportable (Motor Vehicle Collision)	30	57	65	37	47.25
MVC (Motor Vehicle Collision) - Master Code	1	0	0	1	0.50
Violent Criminal Code	32	34	47	28	35.25
Assault - Level 1	15	11	29	12	16.75
Assault With Weapon or Causing Bodily Harm - Level 2	2	4	3	5	3.50
Criminal Harassment	3	3	2	3	2.75
Extortion	0	0	1	0	0.25
Forcible confinement	1	0	0	0	0.25
Indecent / Harassing Communications	2	0	1	3	1.50
Robbery - With Threat of Violence	0	1	0	0	0.25
Sexual Assault	3	3	2	0	2.00
Sexual Assault With a Weapon	0	1	0	0	0.25
Sexual Exploitation	1	0	0	0	0.25
Sexual Interference	1	4	1	0	1.50
Utter Threats - Master Code	0	1	1	1	0.75
Utter Threats to Person	4	6	7	4	5.25

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OPP 2023 Reconciled Year-End Summary - Revised
West Elgin M
Reconciled cost for the period January 1 to December 31, 2023

			<u>Cost per Property \$</u>	<u>Reconciled Cost \$</u>	<u>Estimated Cost \$</u>
Base Service	Property Counts				
	Household	2,969			
	Commercial and Industrial	<u>178</u>			
	Total Properties	<u><u>3,147</u></u>	174.11	547,940	521,338
Calls for Service					
	Total all municipalities	187,830,598			
	Municipal portion	0.2014%	120.21	378,303	359,666
Overtime			21.85	68,762	33,326
Prisoner Transportation	(per property cost)		1.45	4,563	3,682
Accommodation/Cleaning Services	(per property cost)		<u>5.06</u>	<u>15,924</u>	<u>15,326</u>
Total 2023 Costs			322.69	1,015,492	933,338
Discount on 2023 Reconciled Costs	(see notes)		<u>(21.35)</u>	<u>(67,202)</u>	<u>-</u>
Total Revised 2023 Costs			<u>301.33</u>	<u>948,290</u>	<u>933,338</u>
2023 Billed Amount				<u>933,338</u>	
2023 Revised Year-End-Adjustment				<u><u>14,952</u></u>	

Notes

The discount on 2023 Reconciled Costs was calculated by first applying a 44% discount to reconciled OT costs, and then applying a 3.75% discount to the total reconciled costs (after the OT discount had been applied).

The Year-End Adjustment above is included as an adjustment on the 2025 Billing Statement.

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December 20, 2024

The County of Middlesex is currently considering updates to its Official Plan and is seeking your input on this either in writing or by attending a special Public Meeting of County Council on **Tuesday January 14th, 2025** at 3:00 pm.

The County's Official Plan is a municipal policy document created under the Planning Act that sets out a land use policy vision based on long-term goals and objectives. The Plan provides a policy framework for topics such as resource management, growth management, and the provision of physical services by dealing with issues of Provincial and County interest. The Official Plan recognizes the planning powers and authorities vested in local municipalities and does not set out detailed local policies.

An electronic copy of the current County Official Plan is available at www.middlesex.ca.

The Ontario government has recently implemented a new Provincial Planning Statement (PPS) aimed at guiding land use planning and development across the province. The PPS requires that planning authorities keep their Official Plans up-to-date with it to ensure that they provide clear, reasonable and attainable policies to protect Provincial interests and facilitate suitable development. As such, the County is considering updates to the County's Official Plan to bring it into conformity with the policies of the new PPS, update population and housing projections based on Ministry of Finance projections, implement the land use recommendations of the Attainable Housing Review, among other matters.

This is a hybrid meeting and you may participate in-person at 399 Ridout Street North, London, Ontario or virtually using Zoom. For instructions on how to attend and participate virtually please visit www.middlesex.ca

The purpose of the Special Public Meeting is to provide the public an opportunity to discuss the revisions that may be required to the Official Plan. Any person may attend the meeting and/or make written or verbal representation or submit ideas and feedback for consideration.

Should Council direct staff to undertake the update of the County Official Plan, there will be additional opportunities for consultation and engagement throughout the duration of the of the Official Plan Update process.

If you have any questions about the Update to the County of Middlesex Official Plan, please contact me.

Regards,

Abby Heddle-Jacobs, MCIP RPP
Planner II (Policy Focus)

aheddle@middlesex.ca

From: [REDACTED]
To: [Terri Towstiu](#)
Subject: Rec Center
Date: Thursday, January 2, 2025 2:49:52 PM

[You don't often get email from timhorvat5327@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

To the Municipality of West Elgin. We are holding our 2nd annual Corn Hole Tournament in Rodney again this year on February 15th 2025. Proceeds from the tournament helps our organization GoodDayLetsPlay put first year hockey players both male and female in hockey for free. Is there any way again this year would you be able to help us out with the fee of the hall. Every little bit helps. Our goal is not only for the kids but also to keep local arenas open for everyone to enjoy. Thanks again Tim.

Sent from my iPhone



The Corporation of the Municipality of West Elgin

By-Law No. 2025-01

A By-law to Authorize the Execution of an Agreement between His Majesty the King in Right of Ontario as represented by the Office of the Fire Marshal and The Corporation of the Municipality of West Elgin for the Ontario Transfer Payment for Fire Protection Grant

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with His Majesty the King in Right of Ontario as represented by the Office of the Fire Marshal for the purposes of providing monies to the Corporation of the Municipality of West Elgin through the Ontario Transfer Payment Program for the purpose of Fire Protection Grant; and

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with His Majesty the King in Right of Ontario as represented by the Office of the Fire Marshal, in the form of an agreement titled Ontario Transfer Payment Program for the purpose of Fire Protection Grant, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on January 9, 2025.

Read a first, second, and third time and passed this 9th day of January 2025.

Richard Leatham, Mayor

Terri Towstiuć, Clerk

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 9 of January 2025.

BETWEEN:

**His Majesty the King in right of Ontario
as represented by the enter the full legal title of the Minister**

(the “Province”)

- and -

The Municipality of West Elgin

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Schedules to the Agreement. The following schedules form part of the Agreement:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports.

1.2 Entire Agreement. The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:

- (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

The Parties have executed the Agreement on the dates set out below.

**HIS MAJESTY THE KING IN RIGHT OF ONTARIO
as represented by the Office of the Fire Marshal**

Date

Name: Carrie Clarke

Title: Deputy Fire Marshal

The Municipality of West Elgin

January 9, 2025

Date

Name: Richard Leatham

Title: Mayor

I have authority to bind the Recipient

January 9, 2025

Date

Name: Terri Towstiuć

Title: Clerk

I have authority to bind the Recipient

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions set out in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A12.1.

“**Expiry Date**” means the expiry date set out in Schedule “B”.

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31 or the Expiry Date, whichever is first.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in Schedule “C”.

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 Execution of Agreement. The Recipient represents and warrants that it has:

- (a) the full power and capacity to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 Governance. The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;

- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient with Funds up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account the Recipient designates provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 **Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project; and
- (c) the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

- A4.3 **Use of Funds and Carry Out the Project.** The Recipient will do all of the following:
- (a) carry out the Project in accordance with the Agreement;
 - (b) use the Funds only for the purpose of carrying out the Project;
 - (c) spend the Funds only in accordance with the Budget;
 - (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.
 - (e) not use funds to cover any cost that has or will be funded by the recipients regular operating or capital budget.
- A4.4 **Interest-Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.
- A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 **Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.
- A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**
- A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.
- A5.2 **Disposal.** The Recipient will not, without the Province's prior consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as set out in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

A6.1 Conflict of Interest Includes. For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen by a reasonable person to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, "Province" includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule "B" :
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule "F";
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours enter upon the Recipient's premises to conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;

- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

A7.7 **No Control of Records.** No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual, including public announcements or communications:

- (a) acknowledge the support of the Province for the Project;
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and
- (c) indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- (d) obtain prior written approval from the Province before using any Government of Ontario or ministry logo or symbol in any communications including press releases, published reports, radio and television programs and public or private meetings, or in any other type of promotional material, relating to the Project or this Agreement.

A8.2 **Notice of Project-Related Communications.** Unless the Province directs the Recipient to do otherwise, the Recipient will provide written notice to the Province a minimum of 14 Business Days' in advance of all Project-related publications, whether written, oral, or visual, including public announcements or communications.

A9.0 INDEMNITY

A9.1 **Indemnify.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient’s obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) at least 30 days’ written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days’ Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);
- (b) the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
- (d) the Recipient ceases to operate.

A12.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 **Opportunity to Remedy.** If, pursuant to section A12.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A12.4 **Recipient not Remediating.** If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) **demand from the Recipient payment of the unspent Funds;**
- (b) **adjust the amount of any further instalments of Funds accordingly.**

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an

TP Agreement – Shortened

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amount equal to any Funds or any other amounts owing under the Agreement; or

- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

A15.3 Interest Rate. The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.

A15.4 Payment of Money to Province. The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province at the address set out in Schedule “B”.

A15.5 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 Notice Given. Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of fax, one Business Day after the Notice is delivered; and
- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 **Postal Disruption.** Despite section A16.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 **Consent.** When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement.

A19.0 WAIVER

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A23.0 FURTHER ASSURANCES

A23.1 **Agreement into Effect.** The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and
- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 **Joint and Several Liability.** Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of Her agencies (a “Failure”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A27.0 SURVIVAL

A27.1 **Survival.** The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ \$16,460.90
Expiry Date	March 31, 2025
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$ 5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Name: Program Development & Analytics Unit, Office of the Fire Marshal, Public Safety Division Ministry of the Solicitor General</p> <p>Attention: Katrina Nedeljkovich, Operations Manager</p> <p>Address: 2284 Nursery Road, Midhurst, ON, L0L 1N0</p> <p>Phone: 705-305-4595</p> <p>Email: Katrina.nedeljkovich@Ontario.ca / OFMGrants@Ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: CAO/Treasurer</p> <p>Address: 22413 Hoskins Line Rodney, ON</p> <p>Fax: 519-785-0644</p> <p>Email: mbadura@westelgin.net</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: CAO/Treasurer</p> <p>Address: 22413 Hoskins Line Rodney</p> <p>Fax: 519-785-0644</p> <p>Email: mbadura@westelgin.net</p>

Additional Provisions:

None

SCHEDULE “C” PROJECT

The Ministry of the Solicitor General, Office of the Fire Marshal received Treasury Board (TB) approval for \$30.0M grant over 3 years in funding to support the municipal fire service in acquiring critical equipment and other needs (health and safety, minor infrastructure and specialized tools) to improve and enhance the level of fire protection service being provided. These approved funds are provided through what is known as the Fire Protection Grant.

Year one of the Fire Protection Grant focuses on firefighter health and safety (specifically cancer prevention measures) and minor infrastructure updates. These themes were chosen based on feedback from fire stakeholders across Ontario about the challenges and risks firefighters face in performing their duties.

The Ministry has identified four categories of eligibility:

- Cancer Prevention – Equipment (such as exhaust extraction systems in the fire station or washing machines for firefighting gear to remove contaminants, etc.)
- Cancer Prevention - Personal Protective Equipment (such as facepieces, balaclavas, etc.)
- Cancer Prevention – Minor Infrastructure (such as showers in the fire station, etc.)
- Technology – Minor Infrastructure (such as bringing internet to fire stations that do not currently have access to improve connectivity and training opportunities, etc.)

The grant application window opened on July 23, 2024 and closed September 5, 2024.

The Municipality of West Elgin is approved for \$16,460.90 for:

The funding will support the creation of a ventilated laundry room at a fire hall to close it off from the apparatus bay floor, and to provide a proper area for cleaning of PPE and equipment.

SCHEDULE "D"
BUDGET

Funding will be provided to the **The Municipality of West Elgin** upon execution of this Agreement.

Funding will be provided to the **The Municipality of West Elgin** explicitly for the purchase of one, or a combination of, the items prescribed within the listed summary in Schedule "C". Copies of all invoices and receipts for said items will be provided to the Office of The Fire Marshal as part of the Report Back described in Schedule "F" that forms part of this agreement.

The funds must be committed to the project as approved by March 31st, 2025. Subsequently, the funds must be spent by the municipality by the end of Provincial Financial Quarter Three (Q3) (December 31, 2025).

SCHEDULE “E” PAYMENT PLAN

E.1 MAXIMUM FUNDS

The Maximum Funds to be provided by the Province to the Recipient under this Agreement is set out in Schedule “B”.

E.2 PAYMENT SCHEDULE

The Funds will be provided to the Recipient for the Funding Year subject to the Agreement having been signed by the Province.

SCHEDULE "F" REPORTS

As a condition of the Fire Protection Grant, a report back to the Office of the Fire Marshal must be received by the end of Provincial Financial Quarter, Q3, to outline how the grant was utilized and the benefit(s) seen at the department level.

As part of the report back the municipality will provide copies of all invoices and receipts for the items purchased for the approved project(s) as noted in Schedule C.



The Corporation of the Municipality of West Elgin

By-Law No. 2025-02

A By-law to Authorize the Execution of an Amending Terms Agreement between The Corporation of the Municipality of West Elgin and Humane Society London & Middlesex (London Humane Society) for the Purpose of Poundkeeping Services

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with London Humane Society and;

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with London Humane Society in the form of an amending agreement identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on January 9, 2025.

Read a first, second, and third time and passed this 9th day of January, 2025.

Richard Leatham, Mayor

Terri Towstiuć, Clerk

Schedule "A"

**AGREEMENT AMENDING TERMS OF
POUNDKEEPING SERVICES**

made as of January 9, 2025

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
WEST ELGIN**
(hereinafter referred to as the "Client" or the "Municipality")

OF THE FIRST PART

- and -

LONDON HUMANE SOCIETY
herein referred to as
HUMANE SOCIETY LONDON & MIDDLESEX
(hereinafter referred to as the "Consultant")

OF THE SECOND PART

hereinafter collectively referred to as the "Parties"

WHEREAS pursuant to an Agreement dated December 12, 2022 (hereinafter collectively referred to as the "Agreement") the Client retained the services of the Consultant in connection with poundkeeper services for the Municipality of West Elgin;

AND WHEREAS the Client has advised that it wishes to add Canine Pick-up Services as outlined on the attached hereto as Schedule "A", and has requested the Consultant to extend the Agreement for poundkeeper services (collectively the "Services");

AND WHEREAS the parties have agreed to extend the term of the Agreement for Services for an additional three month (3) term commencing at the expiry date of the Agreement being December 31, 2024 on the terms and conditions herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each of the parties thereto, the parties do hereby agree as follows:

- A. The parties acknowledge that the foregoing recitals are true, accurate and complete.
- B. The Agreement shall be amended so that the term of the Agreement for the Services shall be fully completed and ended on March 31, 2025 (the "Termination Date"), unless terminated earlier in accordance with the terms of the Agreement.
- C. The Agreement shall be amended to provide that Canine Pick-Up Services will be as

follows:

- Lump-Sum fee of \$12,000 annum, prorated for the purpose of a three (3) month period;
 - 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.
- D. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or supported hereby other than as expressed herein in writing. No amendments to the terms of this Agreement shall be binding, except if in writing signed by all of the parties.
- E. This Agreement may be executed and delivered in counterparts by facsimile or electronic transmission.

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

SIGNED, SEALED AND
DELIVERED in the
presence of:

**THE CORPORATION OF THE MUNICIPALITY
OF WEST ELGIN**

Date: January 9, 2025

Per: Richard Leatham
Title: Mayor

Per: Terri Towstiuic
Title: Clerk

*We have authority to bind the Municipal
Corporation*

SIGNED, SEALED AND
DELIVERED in the
presence of:

LONDON HUMANE SOCIETY

Date: _____

Per: Wendy Arnott
Title: Executive Director

I have the authority to bind the Registered Charity

SCHEDULE "A"

Canine Pick-Up Services:

- **Receive calls** from Municipality of West Elgin residents, municipality and contracted by-law provider in regard 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 poundkeeping facility.
- In the event of a **call received outside of municipal office hours** for a confined stray, work with the Municipality of 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.



MUNICIPALITY OF **West Elgin**

The Corporation of The Municipality of West Elgin

By-Law 2025-03

Being a By-Law to Appoint a Chief Administrative Officer for the Corporation of the Municipality of West Elgin and Repeal By-laws 2019-80 and 2022-44

Whereas Section 229 of the *Municipal Act 2001, S.O. 2001 chapter 25*, provides that the Council of West Elgin may appoint a Chief Administrative Officer (CAO), who shall have all the powers and duties of said office under the *Municipal Act* and every other Act;

And Whereas the Council of the Corporation of the Municipality of West Elgin deems is necessary to appoint a Chief Administrative Officer (CAO);

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

1. That Robin Greenall is hereby appointed Interim Chief Administrative Officer and Deputy Clerk for the Corporation of the Municipality of West Elgin.
2. That the roles, responsibilities and duties of the office shall be determined by the Job Description and attached to this by-law as "Schedule A".
3. That the salary attached to the office shall be determined via a signed contract.
4. That this by-law shall take effect on January 10, 2025 with an expiry date of January 9, 2026.

Read a first, second, and third time and passed this 9th day of January 2025.

Richard Leatham, Mayor

Terri Towstiuć, Clerk

Municipality of West Elgin

JOB DESCRIPTION

TITLE: Chief Administrative Officer REPORTS TO: Council

POSITIONS SUPERVISED: EFFECTIVE DATE: January 9, 2025

POSITION SUMMARY:

As Chief Administrative Officer (C.A.O.), this position is the chief policy advisor to Council, the leader and supervisor of the Municipality's employees, and generally the manager of the Municipality's affairs and resources, subject to legislation and Council policy and in cooperation with department heads. The CAO shall also be appointed as a Deputy Clerk.

Reporting directly to Mayor and Council, the position is expected to:

- Provide consistent leadership, coordinate, communication and modern management practices among municipal departments.
- Introduce practical innovations and employee development in order to maximize both the effectiveness and productivity of the organization, and the efficiency and client focus of its service delivery.
- Assist Council to develop programs and practices to pursue Council and community priorities and monitor the success of the organization in achieving priorities.
- Assist Council to operate in compliance with statutory requirements and conduct its meetings in accordance with approved policy and procedure.

PRINCIPAL RESPONSIBILITIES:

Chief Administrative Officer (C.A.O.)

1. Report to Council on the operations of the Municipality's services and activities, providing recommendations, assessments and related considerations as appropriate.
2. Assist in the development and monitoring of Council policies based either on Council direction or direct recommendations to Council.
3. Manage and direct the flow of reports, information, budget submissions, and related material to Council involving staff, residents and external parties.

4. Communicate Councils decisions and directions to staff, residents and external parties, and to undertake the follow-up necessary to ensure effective monitoring and reporting as per the directions given by Council.
5. Manage the day-to-day Municipality operations, ensuring effective communications between departments and staff, consistency of application and use of policies and procedures, the use of effective practices and the ongoing review and assessment of Municipal operations, services and practices.
6. Manage the human resources and occupational health and safety functions of the Municipality preparing both policy recommendations to Council and ensuring effective conformity and application of approved human resources policies and procedures across the Municipality's operations.
7. Responsible for working safety and ensuring that all members of the workforce work safely in accordance with the Occupational Health and Safety Act and further ensuring that appropriate safety and risk management practices are followed and providing written documentation of any infractions to Council.
8. Supervise direct reports on a day-to-day basis, providing direction, annual performance appraisals, training requirements, disciplinary issues and support as required.
9. Coordinate the activities of the departments to ensure integration between the various functions and effective and efficient outcomes related to the use of staff, equipment, space and financial resources within the policies, procedures and best interests of the Municipality.
10. Responsible for the strategic planning process of the Municipality with regular reporting to Council on progress being made and outcomes being realized, including regular reports on trends, demographics, senior government policy directions and other relevant influences and trends.
11. Ensure that all practices and activities of the Municipality conform with all applicable regulatory and statutory requirements of the federal, provincial and county governments and other relevant bodies.
12. Prepare a variety of reports for Council, committees, external bodies as designated by Council directly, by policy or legislation or other source.
13. Act as the Commissioner for Taking Oaths for the Municipality.
14. Oversee the preparation of Municipal or related grant proposals.

15. Carry out Human Resources duties and help maintain good relations with employees. Communicate with employees, keep records about employees and help Managers decide when to make reprimands, employee terminations, pay raises, or awards, and make sure that employees are treated fairly.

16. Carry out other related duties as assigned by Council

Executive Limitations:

The C.A.O. has the authority to act within approved budget, policies and procedures of the Municipality or as direction given by the Council; as per the statutory authorities identified within the Ontario Municipal Act or other relevant statutes to the position; or as specifically designated by council.

Preferred Qualifications:

1. Recognized University degree or college diploma in Business or Public Administration or other discipline relevant to Municipal Operations.
2. Completion of or agreement to achieve a CMO certification.
3. A minimum of five years' experience in a municipal setting at a supervisory or management level, or other related relevant experience.
4. Extensive knowledge and understanding of municipal government and applicable legislation, including but not limited Ontario Municipal Act and other relevant legislations, as amended from time to time.
5. Excellent organizational and interpersonal skills, including a high level of computer literacy.
6. Excellent communication skills, both written and oral and the ability to deal with the public, vendors, senior government officials and others with tact and diplomacy.

WORKING CONDITIONS:

- Tight deadlines for completion of reports and submissions
- Work interruptions to handle enquiries
- Regular dealing with and balancing a variety of demands from Council, staff and the public
- Occasional contact with unpleasant or irate people



The Corporation of The Municipality of West Elgin

By-Law No. 2025-04

Being a By-Law to Provide for Various Fees and Charges for the Municipality of West Elgin for 2024, and Repeal By-law 2024-06

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

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

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

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

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

Whereas Section 69 of the *Planning Act, R.S.O. 1990, c.P.13*, as amended, provide that council of a municipality may by by-law, establish a tariff of fees for the processing of applications made in respect of planning matters; and

Whereas it is deemed expedient to pass this by-law;

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

1. The fees and charges listed in the column headed "Fee" on the attached schedules of this by-law are approved and imposed for the associated department commencing on the date this by-law is approved.

2. All fees and charges listed on the schedules attached hereto are subject to applicable taxes, unless otherwise specified.
3. The fees and charges, listed on the schedules attached hereto, plus applicable taxes, are due and payable:
 - a) at the time of the transaction for which the fee or charge is imposed; or
 - b) if subsection 3.1 a) is not applicable, upon the due date specified in any invoice issued by The Corporation of the Municipality of West Elgin to any person or party in connection with a fee or charge listed on the schedules attached hereto.
4. The fees and charges, listed in the schedules, attached hereto, can be paid by debit, cash, cheque or by any other manner authorized by the Municipality of West Elgin.
5. Fees and charges listed on the schedules attached hereto, and imposed on a person or party, constitute a debt of the person or the party to The Corporation of the Municipality of West Elgin. Where there is statutory authority to do so, the Treasurer may add fees and charges imposed by this by-law to the tax roll for the property in the same manner as municipal taxes.
6. Council of the Municipality of West Elgin reserves the right to waive or alter any fee at their discretion on a case-by-case basis, through resolution of Council.
7. By-Law 2024-06 is hereby repealed.

Read a first, second, and third time and finally passed this 9th day of January, 2025.

Richard Leatham, Mayor

Terri Towstiuc, Clerk



MUNICIPALITY OF West Elgin

Administration

2025 Fees

Requests

Reprint of Tax/Water Bills or Statements	\$	15.00
Tax Certificates	\$	70.00
Septic Records Search	\$	70.00
Work Order Inquires	\$	70.00
Expedited Service Fee	\$	50.00

General

Mileage (per km)		CRA Rate
NSF Fee	\$	55.00
Copies of Zoning or Official Plan By-Law	\$	60.00
Photocopies	\$	0.50
Tax Sale Packages		Cost recovery
Fax (per page)	\$	1.25
Courier Delivery (Flat Rate)	\$	15.00
Burial Permit	\$	20.00
Marriage License	\$	150.00
Penalty on late payments (per month)		2%
Transfer of Fee to Property Taxes	\$	60.00
General Research Fee per hour	\$	35.00
By-law Appeal Hearing Fee	\$	125.00
Flower Baskets	\$	100.00

Drainage

Tile Drain loan application	\$	160.00
Drainage Reapportionment (first Drain)	\$	85.00
Drainage Reapportionment (additional drains)	\$	60.00
Drain Maintenance (min charge)	\$	40.00

MFIPPA

Application Fee	\$	5.00
Search/Preparation Time per hour	\$	30.00
Photocopies	\$	0.20
Shipping (minimum)	\$	10.00



MUNICIPALITY OF
West Elgin

2025 Fees

Animal Control

Kennel Licence	\$	200.00
Backyard Hens License Fee	\$	150.00
Backyard Hens Annual Renewal To begin 2026	\$	100.00



MUNICIPALITY OF West Elgin

Building Fees	2025 Fees
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Residential - Group C Occupancies	
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1st Floor per square foot	\$1.10/sf
2nd & 3rd floor per square foot	\$1.10/sf
Basement	\$0.60/sf
Crawlspace	\$0.50/sf
Garage/Porch/Deck/Storage/Workshop	\$0.50/sf
Alt & Reno where square footage cannot be determined as above	\$15/\$1,000 Const. Value
Minimum Fee for all permits	400

Accessory Buildings - Decks, Porches etc.	
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Less than 250 sf	\$ 180.00
251 to 500 sf	\$180 + \$0.25/sf over 250 sf
501 to 1000 sf	\$280 + \$0.15/sf over 500 sf
Over 1000 sf	\$320 + \$0.10/sf over 1000 sf

Farm Buildings	
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Livestock Buildings & Manure Pits	\$120 + \$9/\$1,000 CV
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Non Livestock Agricultural Buildings	
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Less than 250 sf	\$190.00
251 to 500 sf	\$190 + \$0.25/sf over 250 sf
501 to 1000 sf	\$280 + \$0.15/sf over 500 sf
1001 to 1500 sf	\$320 + \$0.15/sf over 1000 sf
1501 to 3000 sf	\$380 + \$0.10/sf over 1500 sf
3001 sf or greater	\$460 + 0.10/sf over 3000 sf

Sewage System Permits	
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New Class 4 or 5 sewage system	\$ 570.00
Repair to sewage system	\$ 370.00
Permit Renewal Fee	\$ 170.00



MUNICIPALITY OF West Elgin

Building Fees	2025 Fees
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Miscellaneous Permit Fees

Woodstoves, Chimneys, Fireplaces and other Wood Burning Appliances	\$ 170.00
Demolition Permit	\$ 170.00
In Ground Swimming Pools (includes fencing)	\$ 170.00
Fence around Above Ground Pools	\$ 170.00
Building Re-locations	\$ 170.00
Transfer of Permit Fee	\$ 170.00
Tent Permit (greater than 60 m squared)	\$ 170.00
Re-inspection Fee (not ready for insp)	\$ 100.00
Change of Use (no construction)	\$ 170.00
Septic Inspection due to severance	\$ 170.00
Indemnity/Security Deposit (refundable)	\$500 or \$1,000
Conditional Permit	\$ 340.00
Sign permit	\$ 170.00
Building Research Fee (per hour)	\$ 40.00
Water Service Inspection fee	\$ 90.00

Commercial - Group D & E Occupancies, Including Mix Use Group C

Minor int reno less than 1000 sf GFA	\$1.00/sf - min \$420
Major int reno 1000 sf and over GFA	\$1.00/sf - min \$970
New Construction & Additions	\$14/\$1,000 Const. Value - min \$1,500
Group A & B Occupancies	\$14/\$1,000 Const. Value - min \$1,000
Industrial - Group F Occupancies	\$14/\$1000 Const. Value - min \$1,000



MUNICIPALITY OF
West Elgin

Building Fees **2025 Fees**

New Fees

Group C - Multi Unit - excluding semi detached, duplexes, townhouses & row houses	\$14/\$1,000 Const. Value - min. \$1,000
Alternative Solution Review	TBD by CBO - based on peer review cost
Additional Plans Review(changes to original submission)	25% addition to original permit fee
Expedite Permit Review (if time allows)	25% addition to permit fee
Plumbing - new Water Service Connection or Sewer Connection	250
Designated Structures (1.3.1.1 of Building Code) - not noted elsewhere	\$500.00/structure

Refundable Deposits*

Decks, Sheds, Septic Systems, All other permits with Construction Value under \$10,000 <i>(except swimming pools/swimming pool fences)</i>	\$ 500.00
Demolition Permit (that do not form part of any other agreement with the	\$ 1,000.00
Permits with Construction Value over \$10,000 and under \$50,000	\$ 2,000.00
Swimming Pools/Swimming Pool Fences (in builtup areas where a lot grading	\$ 2,000.00
Swimming Pools/Swimming Pool Fences (where no lot grading design is	\$ 1,000.00
Permits with construction value over \$50,000 (except swimming	\$ 3,500.00

Cost of Construction shall be based on current market value for labour and material - CBO discretion (quotes and contracts may be requested)



MUNICIPALITY OF
West Elgin

Fire Department Fees

2025 Fees

Emergency Services on Provincial Highways - per hour, per road
 Emergency Services on Roads in Municipality (Non-residents)
 Emergency services on private property by outside agencies
 Inspection Services - per inspection
 Fire Report

	MTO Posted rate
	MTO Posted rate
	Based on Actual Costs
\$	155.00
\$	72.00



MUNICIPALITY OF West Elgin

Planning

- Consent (severance) application (Sections 53 and 57 of the Planning Act)
- Minor variance application (Section 45(1) to 45(3) of the Planning Act)
- Zoning by-law amendment application
- Holding zone symbol removal by-law
- Temporary use by-law (Sections 39 and 39.1 of the Planning Act)
- Temporary use by-law Extension Requests
- Deeming by-law
- Zoning Certificate/letter
- Official plan amendment application
- Site plan control application
- Site plan amendment
- Plans of subdivision/plans of condominium (plus engineering, consultant and/or legal costs)
- Planning and Development Agreement (plus engineering, consultant and/or legal costs)
- Plan of subdivision/condo amendment
- Amendment to Planning and Development agreement (plus engineering, consultant and/or legal costs)
- Cash-In-lieu of Parkland Fee (new lot creation for consents, save and except surplus farm dwellings)
- Cash-In-lieu of Parkland Fee (subdivision and condominiums)
- Part Lot Control Application
- Part Lot Control Extension Request
- Telecommunications Towers
- Re-Notification Fee of Planning Application, based on Proponent Request
- Processing of inquiries related to acquisition of Municipal owned land (including road allowances)
- Change of Conditions to Consent Request
- Red Line Revision Comments to the County / Ontario Land Tribunal on Subdivisions and Condominiums
- Draft Plan Approval Clearance Letter to the County / Ontario Land Tribunal
- Draft Plan Extension Comments to the County / Ontario Land Tribunal
- Reactivating a planning application that has not been acted on in 12 months
- Condominium Exemption Comments to the County

2025 Fees

\$850 (plus \$425 per additional lot)	
\$	1,100.00
\$	1,350.00
\$	600.00
\$	1,250.00
\$	650.00
\$	1,250.00
\$	80.00
\$	2,600.00
\$	2,650.00
\$	1,600.00
\$	5,600.00

combining with SPA fee, no separate fee now

\$	3,000.00
combined in SP amend or plan amend, no separate fee now	
\$2,000 or as per Section 51.1 of the Planning Act (whichever is lower)	
As per Section 51.1 of the Planning Act- based on land valuation calculation	
\$	900.00
\$	450.00
\$	750.00
50% of Application Fee	
\$	450.00
\$	450.00
\$	1,300.00
\$	600.00
\$	900.00
50% of Application Fee	
\$	900.00

*** Note: Any engineering, legal or consulting fees over and above established rates will be added to all planning fees. These fees are charged per lot where applicable ***



MUNICIPALITY OF
West Elgin

Port Glasgow Trailer Park

2025 Fee

Seasonal Fees

Lots with 30 amp service	\$ 2,142.00
Additional charge for Lakefront	\$ 122.00
Winter Storage	\$ 62.00

Additonal Fees

Air Conditioner	\$ 102.00
Freezer	\$ 102.00
Fridge	\$ 102.00
Electric Dryer	\$ 102.00
Electric Hot Water Heater	\$ 102.00
Combo Electric/Gas Hot Water Heater	\$ 102.00
Electric Golf Carts	\$ 102.00
Electric Car	\$ 102.00
Boat Trailer Parking	\$ 62.00
Refundable deposit for key to laundry room	\$ 10.00
Coin access washer	\$ 3.00
Coin access dryer	\$ 3.00
Rental of Dance Hall	\$ 31.00
Clean up deposit for Dance Hall Rental	\$ 102.00
Rental of Pavillion (per day)	\$ 41.00
Rental of Pavillion (per hour)	\$ 11.00
Rental of Recreation Hall (per day)	\$ 41.00
Seasonal Lot Transfer of Lease	\$ 128.00
Booth Rental (June to Sept) (per month)	per RFP
Cleaning of yard at an individual trailer site (per hour)	\$ 51.00



MUNICIPALITY OF
West Elgin

Port Glasgow Trailer Park **2025 Fee**
Transient Fees

Daily Rates

Tents	\$ 46.00
1 Man Tent (no motorized vehicle)	\$ 21.00
Sites with hydro and water	\$ 62.00
Sites with hydro and water and sewer	\$ 67.00

Weekly Rates (7 days)

Sites with Hydro and Water	\$ 337.00
Sites with hydro and water and sewer	\$ 370.00

Note: rental fees for Dance Hall, Pavillion and Recreation Hall do not apply to seasonal



MUNICIPALITY OF West Elgin

Public Works 2025 Fees

911 Signs

Sign	\$ 50.00
Post	\$ 50.00
Sign & Post together	\$ 100.00

Recycling

Composter	Cost recovery
Blue Box	\$ 10.00
New Home Construction (max 2)	No charge

Landfill - Tipping Fees

Pick up Load	\$ 45.00
1/2 pick up load	\$ 25.00
Large Item Fee (Couches, Mattress etc)(per item)	\$ 15.00
Removal of Refridgerant	\$ 45.00
Shingles/Construction Materials/ Commercial	\$ 160.00

Permits

Entrance Permit	\$ 120.00
Refundable deposit for above permits	\$ 450.00
Road Occupancy Permit (to work under/on road)	\$ 120.00
Moving Permit	\$ 120.00
Refundable deposit for above permits	\$ 1,100.00

*** Above requires Certificate of Insurance Naming Municipality as additional

Oil & Gas exploration - Road user agreement for construction

Agreement fee	\$ 265.00
Annual fee (per km)	\$ 120.00
Refundable deposit for damages (per km)	\$ 1,100.00

Public Works **2025 Fees**

Work on Road allowance on behalf of ratepayer

Time	current employee rate
Equipment	based on current Ontario Provincial Standard Specification
Material	cost
Administration fee	5% of total invoice cost before taxes

Work on Private Property as a result of Municipal Order

Time (minimum 2 hours)	current employee rate
Equipment	based on current Ontario Provincial Standard Specification
Material	cost
Administration fee	5% of total invoice cost before taxes

Work on Road Allowance on behalf of Elgin County

Time	current employee rate
Equipment	Based on Elgin County Maintenance Agreement
Material	cost
Administration fee	5% of total invoice cost before taxes
Municipal Consent	\$200 +\$0.25/m



MUNICIPALITY OF West Elgin

Recreation 2025 Fees

Arena

Ice Rental

Prime Time Adult Rate	\$ 188.00
Prime Time Youth Rate	\$ 159.00
Off Prime Rate (adult & youth)	\$ 89.00
Arena Warm Room Rental (per hour)	\$ 26.00
Skate Sharpening	\$ 10.00

Public Skating

per person	\$ 5.00
per family	\$ 10.00
Sponsored Public Skating	\$ 133.00

Summer Main Floor

Per day (8 hours)	\$ 505.00
Per hour	\$ 53.00
Set up (per hour per staff member)	\$ 56.00
Additional Clean up (per hour per staff member)	\$ 56.00

Booth Rental

Per month (open 3 days per week)	As per RFP
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Recreation **2025 Fees**

Advertising Space Rental (Per Season)

Wall Signs (3 x 6')	\$ 153.00
Ice Logos (plus expenses)	\$ 612.00
Zamboni (per full side)	\$ 612.00
Board Wrapping	\$ 357.00

*** Above does not include the cost of the sign/wrap ***

Recreation - General

Miller Park Pavillion (per hour)	\$ 10.00
Miller Park Pavillion (per day)	\$ 40.00
Staff Screening due to COVID Requirements (per hour)	\$ 30.00
Scout Hall (per hour)	\$ 35.00
Municipally Run Program (per person/per session)	\$ 5.00

West Elgin Recreation Centre

Main Floor Rental (per hour)	\$ 50.00
Large Meeting Room (per hour)	\$ 40.00
Kitchen per hour	\$ 50.00
Small Meeting Room (per hour)	\$ 25.00
Full Building Full Day Rental (8+ hours)	\$ 550.00
Full building (per hour)	\$ 100.00
Staff Set Up fee (per hour per staff member)	\$ 60.00

Baseball Diamond

Baseball Diamond - with lights (per season per team)	\$ 450.00
Baseball Diamond - without lights (per season per team)	\$ 250.00
Baseball Tournaments (per day)	\$ 150.00

Recreation **2025 Fees**

Soccer Fields

Minor Soccer (per player)	\$ 15.00
Adult Soccer (per team)	\$ 250.00
Soccer Tournaments (per day/ per field)(adults)	\$ 150.00
Sand Ring (per day)	\$ 350.00
Sand Ring with overnight camping	\$ 600.00

Recreation **2025 Fees**

Swimming Pool

Family Season Pass ¹	\$ 200.00
Family Monthly Pass ¹	\$ 150.00
Single Season Pass ¹	\$ 125.00
Refundable Deposits*	\$ 80.00
Open Swim Admission (per person)	\$ 5.00
Open Swim Admission (per family)	\$ 10.00
Swimming Lessons (per 2 week Session)	\$ 90.00
Private Swimming Lessons (per 2 week Session)	\$ 150.00
Pool Rental (per hour - include 2 Life Guards)	\$ 100.00
Additional Life Guards (per hour)(if required)	\$ 50.00
Aqua Fit (per class)	\$ 10.00
Aqua Fit (for 10 visits)	\$ 90.00
Adult and Senior Swim (per vist)	\$ 5.00
Swim Team / Synchronized Swimming (season)	\$ 90.00

* Deposits are refundable once all permit obligations have been met and permit file is closed. This includes all documentation required as part of the permit as well as damage to Municipal property.

Notes:

Note 1 - can be used exclusively for **Open Swim**



MUNICIPALITY OF
West Elgin

Four Counties Transit **2025 Fees**

Trips within Service Area

Mileage (per km)	\$ 2.00
One way Trip	\$ 8.00
Round Trip (per person)	\$ 16.00

Trips outside Service Area

Round Trip (per person) + Mileage	\$ 60.00
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Special trips

During normal hours (per hour) + mileage	\$ 60.00
Outside normal hours (per hour)+ mileage	\$ 80.00



MUNICIPALITY OF
West Elgin

Water **2025 Fees**

Administration

Water Security Deposits - Tennants (Commercial)	N/A
Water Service disconnect/reconnect	\$ 70.00
Hand delivered final notice	\$ 60.00
Penalty for not compliance with by-laws	\$ 100.00
Call Out Fee (Business Hours 7:30 am - 3:30 pm)	\$ 70.00
After Hours Call Out Fee	\$ 140.00
Transfer of account	\$ 60.00

Water connection fee - Municipalities

Southwest Middlesex Water Customer within West Elgin Boundaries	As determined by SWM
Dutton Dunwich Water Customer within West Elgin Boundaries	As determined by Dutton Dunwich



MUNICIPALITY OF West Elgin

The Corporation of The Municipality of West Elgin

By-Law No. 2025-05

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on January 9, 2025.

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 January 9, 2025, 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 9th day of January, 2025.

Richard Leatham, Mayor

Terri Towstiuc, Clerk