



Municipality of West Elgin

Agenda

Council Meeting

Date: **March 27, 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 March 27, 2025 as presented.

3. **Disclosure of Pecuniary Interest**

4. Delegations

Delegations to be heard, in compliance with By-Law 2024-05, Being a By-Law to establish rules of procedure for the meetings of Council, Council Committees and Boards of The Corporation of the Municipality of West Elgin.

Section 6.8. Delegations shall be limited in speaking to not more than ten (10) minutes in total per person, per group or per organization.

Section 12.1. Members of the public who constitute the audience in the Council Chamber, shall respect the decorum of Council, maintain order and quiet and may not:

- a. Address Council without permission.
- b. Interrupt any speaker or action of the Members or any person addressing Council.
- c. Speak out.
- d. Behave in a disorderly manner, or;
- e. Make any noise or sound that proves disruptive to the conduct of the Meeting.

Section 12.2. Placards, signs, posters, etc. or any advertising devices shall not be permitted in the Council Chambers, or any other location in which Council may conduct their business.

Section 12.3. Should turn all electronic communication devices to “vibrate”, “silent” or “mute” during the entire meeting or exit the meeting if they wish to make/receive a telephone call.

Section 12.4. The Mayor (Chair) may request that a member or members of the public vacate the Council Chambers or any other location in which Council may conduct their business if their behaviour is deemed to be disruptive to the business at hand.

4.1	Marsha Kalita & Trisha Pearson, West Lorne Optimist 50-Year Banners	10
4.2	Norm Miller & Dave Chamberlain - Port Glasgow Trailer Park	
4.2.1	Presentation	13
4.2.2	Letter dated March 6, 2025, Bob Miller & Mac Ford	29

4.2.3	Email dated March 12, 2025, Steve McDonald	30
-------	--	----

4.3 Adam Lumley - Port Glasgow Trailer Park Sale, Additional Considerations

5.	Adoption of Minutes	31
----	---------------------	----

Recommendation:

That West Elgin Council hereby adopt the Minutes of March 13, 2025, as presented.

6. Business Arising from Minutes

7. Staff Reports

7.1 Municipal Drains

7.1.1	Section 78 Hookaway Drain	40
-------	---------------------------	----

Recommendation:

That West Elgin Council hereby receives the Section 78, Notice of Request for Drain Major Improvement for the Municipal Drain known as the Hookaway Drain; And

That Council approve the request for the Improvement of the Hookaway Drain, dated March 13, 2025, submitted by Darryl Clarke, President, West Elgin Ready Mix; And

That Council direct staff to forward to Spriets and Associates, to proceed with the necessary actions, pursuant to the *Drainage Act*.

7.2 Operations & Community Services

7.2.1	2025 Maintenance Gravel	44
-------	-------------------------	----

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Infrastructure and Development; re: 2025 Maintenance Gravel; and

That West Elgin Council authorizes an extension of the 2024 maintenance gravel contract with Johnston Bros. Ltd. (at the 2024 price) to cover the 2025 season.

7.3 Planning

7.3.1 Munroe St. Property – Future Development Next Steps 47

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding next steps for potential development of municipally owned lands on the north side of Munroe St.

And that Council directs administration to retain Pinchin, at a cost of \$6,200 plus HST, to move forward with completion of Phase I ESA on the subject lands.

7.4 Clerk's

7.4.1 Animal Control RFP 51

Recommendation:

That West Elgin Council hereby receives the report from Terri Towstiuć, Manager of Community Services/Clerk Re: Animal Control Services, Request for Proposals Received; And

That Council hereby accept the submission received from Jeoff and Jodi Bedore, Southwest Middlesex Animal Shelter, for Animal Control (Canine) Services; And

Further that Council directs the Clerk to prepare the approved agreement and by-law for signing at the next scheduled meeting of Council.

7.5 Finance/Administration

7.5.1 2024 Roots & Revival Festival 112

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services – Treasurer re: Roots and Revival – Final Report; and That West Elgin Council receives this report for information only.

7.5.2 2024 Cyber Incident 116

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services (Treasurer) re: 2024 Cyber Incident for information only.

7.5.3 2025 Capital Budget 120

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services (Treasurer) for information and discussion purposes.

7.5.4 Amendment to By-law 2020-88, Set Rates of Remuneration for Members of Council 128

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services – Treasurer re: Amendment to By-Law 2020-88;

And That West Elgin Council approves the revisions to the existing By-Law 2020-88 as presented.

8. Committee and Board Reports or Updates

Council opportunity to provide any committee or board updates.

9. Notice of Motion

9.1 Councillor Statham - Notice of Motion for Reconsideration (Motion 2024-463)

I, Councillor Statham, provide Notice of Motion for Reconsideration of Motion 2024-463 from December 19, 2024 regarding Port Glasgow Trailer Park next steps, to be considered at the April 10, 2025, Regular Meeting of council.

Motion to be included on April 10, 2025 agenda, for consideration:

Whereas the Port Glasgow Trailer Park lands were declared as surplus by Council at its October 24, 2024 meeting;

And whereas the proposed divestment has not been clearly communicated to the users of Port Glasgow Trailer Park or surrounding area;

And whereas alternative uses or revenue opportunities have not been explored and compared to the current divestment plan.

Be it resolved that the divestment of Port Glasgow Trailer Park be deferred until a comprehensive cost-recovery analysis is completed, outlining the financial implications of continued municipal ownership and operation; And

Further that a report is delivered to Council with full-cost recovery options and divestment options.

9.2 Councillor Denning - Motion to Relocate the West Lorne Cenotaph

I, Councillor Denning, provide Notice of Motion, to introduce a new motion at the April 10, 2025 Regular Meeting of Council, to relocate the West Lorne Cenotaph from the Bo Horvat Community Centre to the Rosalie Krebsz Heritage Park, in West Lorne.

Motion to be included on the April 10, 2025 agenda, for consideration:

Whereas the West Lorne Remembrance Day Service is held annually at the Cenotaph, located in front of the Bo Horvat Community Centre (Arena); And

Whereas the current location requires a major road to be blocked during the ceremony, creating traffic and safety concerns for those attending;

Therefore, West Elgin Council is requesting staff prepare a report to Council with options to move the West Lorne Cenotaph to the Rosalie Krebsz Heritage Park in West Lorne, creating a safe place for the Annual Remembrance Day Service, in collaboration with the West Lorne Legion, and West Lorne Horticultural Society, for presentation and beautification purposes

10. Council Inquires/Announcements

Council opportunity for informal inquiries or announcements.

11. Correspondence

Recommendation:

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

11.1 County of Elgin, From the Council Chambers, March 11, 2025 135

11.2 County of Elgin, Letter of No Appeals, E 9-25 25130 Argyle Line 141

12. Items Requiring Council Consideration

13. Upcoming Meetings

- Wednesday, April 9 - 9:00am - Bo Horvat Community Centre Board of Management
- Thursday, April 10 - 4:00pm - Regular Council Meeting
- Monday, April 14 - 8:30am - Four Counties Transit Committee
- Tuesday, April 15 - 7:00pm - Tri County Water Board
- Thursday, April 24 - 4:00pm - Regular Council Meeting

14. Closed Session

Recommendation:

That the Council of the Municipality of West Elgin hereby proceeds into Closed Session at _____ pm, to discuss matters pursuant to the *Municipal Act*, Section 23(2)"

- (f) being advice that is subject to solicitor-client privilege, including communications necessary for that purpose (Extension of Integrity Commission Services);
- (c) a proposed or pending acquisition or disposition of land (PGTP);
- (b) personal matters about identifiable individuals, including municipal or local board employees (Council).

15. Report from Closed Session

16. By-Laws

16.1 2025-06, Fleuren Drain, Third Reading

142

Recommendation:

That By-law 2025-06, being a By-Law to provide for drainage works on the Fleuren Drain in the Municipality of West Elgin, be read a third and final time.

16.2 2025-15, Integrity Commissioner Renewal Agreement, Aird Berlis LLP

144

Recommendation:

That By-law 2025-15, being a By-law to Authorize the Execution of an Agreement between Aird Berlis LLP for Integrity Commission Services, and Repeal Resolution 2022-353, be read a first, second and third and final time.

16.3 2025-16, Council Remuneration

145

Recommendation:

That By-law 2025-16, being a By-Law to Set Rates of Remuneration for Members of Council, and Repeal By-law 2020-88, be read a first, second and third and final time.

17. Confirming By-Law

147

Recommendation:

That By-law 2025-17 being a By-law to confirm the proceeding of the Regular Meeting of Council held on March 27, 2025, be read a first, second and third and final time.

18. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 4:00pm, on Thursday, April 10, 2025 or at the call of the Chair.

The Optimist Club of West Lorne is celebrating our 50th anniversary this year on June 11th. Saturday June 7th is when we are planning for all of our celebrations to take place and there will be other requests coming to council with regards to the use of Miller Park.

We are writing to you at this time specifically with regards to having a few (4-6) banners installed in downtown West Lorne. These banners would be similar to the banners installed in the downtown for Hockeyville. We have a design (see attached) and have been told from our supplier that once we order they would be ready in 5-7 business days.

For reference we have also included a similar banner that is currently being displayed on several light standards in Glencoe for the Lions Clubs 50th anniversary.

We understand that the municipality has a flag bylaw however this only pertains to flag poles at municipal locations and not the light poles. We could not locate a bylaw for banners on light poles.

We understand there is a plan to put up some Canada Flag banners in the downtown core sometime this week.

As we understand it there are 17 light poles downtown that banners can be installed on so we are hoping that replacing a few of the Canada flags with our 50th celebration banner will be considered.

Our request is to ask for the municipality to cover the cost of the installation and removal in kind in support of our club. Our club will cover the cost of the banners.

However, if the installation cost is not granted then we would ask for what the cost is to have them installed so we can determine if this cost is in our budget.

We are very excited about celebrating 50 years of serving our community and have always worked closely with the municipality to make this community such a wonderful place to live.

Thank you for taking the time to read this email and we look forward to working together with the municipality to celebrate our 50th year!

Marsha Kalita

President of the West Lorne Optimist Club

On Behalf of the 50th Anniversary Celebration



1975 - 2025



CELEBRATING
50 YEARS
OF OPTIMISM

Port Glasgow Trailer Park Land Claims Delegation

West Elgin Council Meeting

Thursday, March 27, 2025

4:00 pm

Regarding the PGTP: On March 5, 2025, the Municipality of West Elgin released a news article stating...

“Was the land donated?”

There is no formal agreement to identify the lands received as a donation. There are no conditions placed on title of the land for it to remain as a park.”

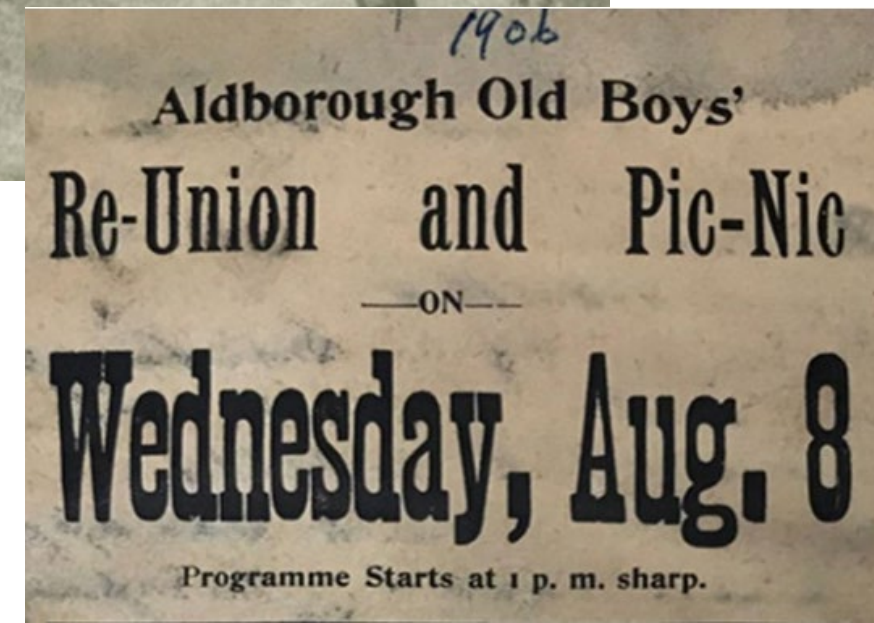
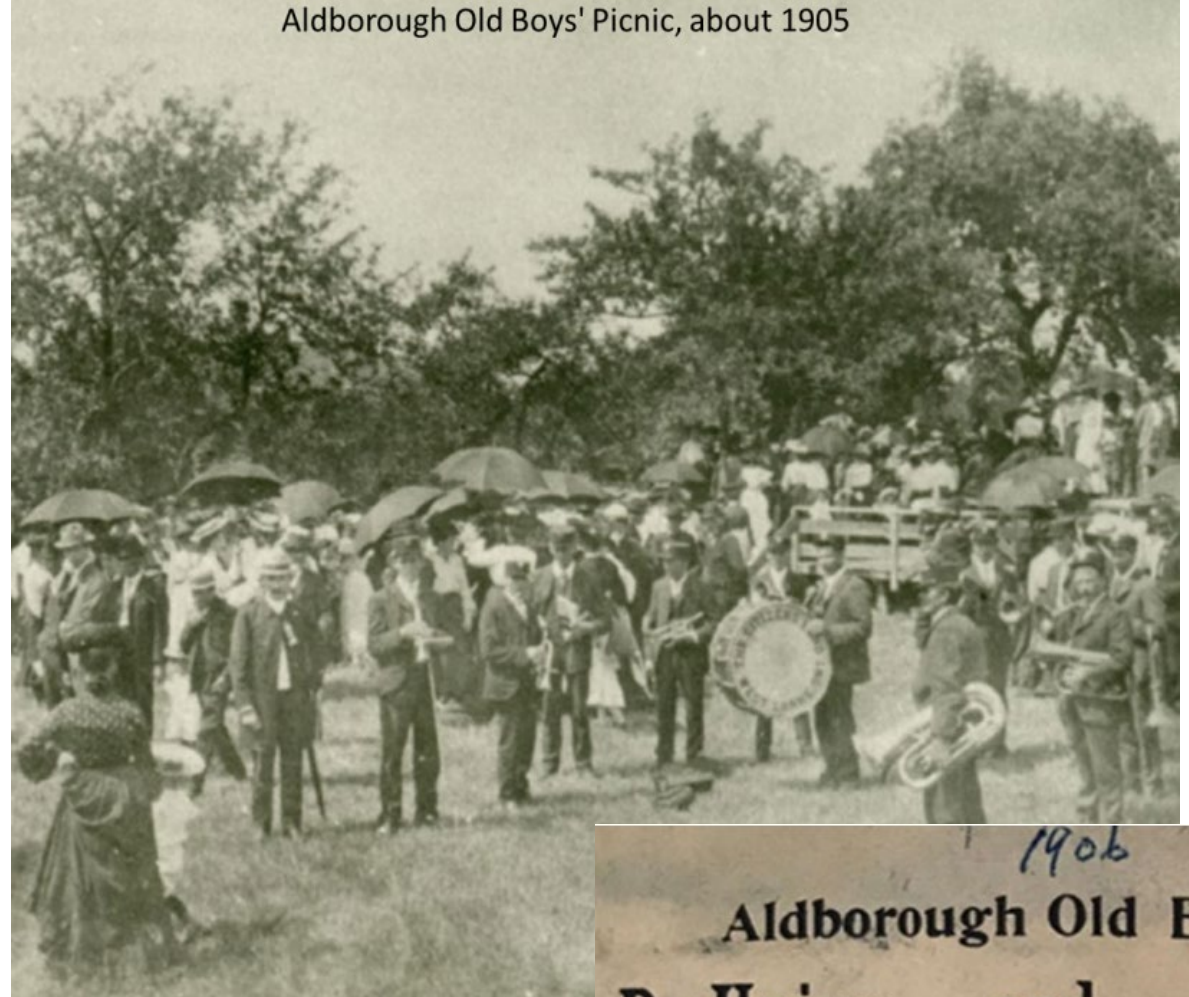
- **We believe the land was donated and to be “held and improved as a public park”.**

History of the Aldborough Old Boys Association

West Elgin Website: Arts, Culture and Heritage,
Local History, Port Glasgow Dance Hall

- **The first Old Boys reunion was in 1903 at Port Glasgow. (122 years ago)**
- **Picture – Old Boys’ Picnic about 1905, Invitation for Picnic 1906**
- **In 1920 an Old Boys Association was incorporated and 6 acres on the bluff at Port Glasgow was purchased – becoming the Soldiers and Pioneers Memorial Park**
- **The present Pavillion was built in 1921**

Aldborough Old Boys' Picnic, about 1905



History of the Aldborough Old Boys Association

West Elgin Website: Arts, Culture and Heritage, Local History, Port Glasgow Dance Hall

- **These were the AOBA Directors 1983**
- **These were real people with a real connection to their community.**
- **Many of these people have relatives in the community today.**



Front Row: Bob Miller, John Gardiner, Gord Havens, John Watterworth, John Hux, Ross Lashbrook, Middle Row: Victor Howard, Keith Kelly, Harvey Miller, Gordon McFadden, Harry Mezenburg, Back Row: Gary Ford, Wilbur Baxley

History of the Aldborough Old Boys Association

- **How did the AOBA purchase the land in Port Glasgow:**
- **1920** – they purchased the **Green Area** for \$1200.00
- **1928** – they purchased the **Yellow Area** for \$100.00
- **1940** – they purchased the **Blue Area** for \$912.00
- They spent **\$2,212** from 1920 to 1940 to obtain the property.



The Municipality obtained the PGTP in 2 parcels – under 2 different Transfers. **April 1986 - AOBA**

Province of Ontario

Transfer/Deed of Land

Form 1 — Land Registration Reform Act, 1984

439C
E

CCNS
66 Gerrard St. East
Toronto, Ont. M5B 1G3
Form L1200

A

<p>NUMBER 273223</p> <p>CERTIFICATE OF REGISTRATION</p> <p>36 APR 22 P12:29</p> <p>ELGIN N° 11 ST. THOMAS</p> <p><i>[Signature]</i> LAND REGISTRAR</p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages <i>LEC</i>
	(3) Property Identifier(s) Block Property	Additional: See Schedule <input type="checkbox"/>
	(4) Consideration	-----FIVE HUNDRED ----- Dollars \$ 500.00
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/>	
	In the Township of Aldborough, in the County of Elgin and Province of Ontario and being composed of that part of lot number seven in the 14th concession of the said Township of Aldborough designated as PartFive (5) on a Reference Plan of Survey deposited in the Registry Office for the Land Registry Division of Elgin as number 11R 2054.	

New Property Identifiers

Additional: See Schedule

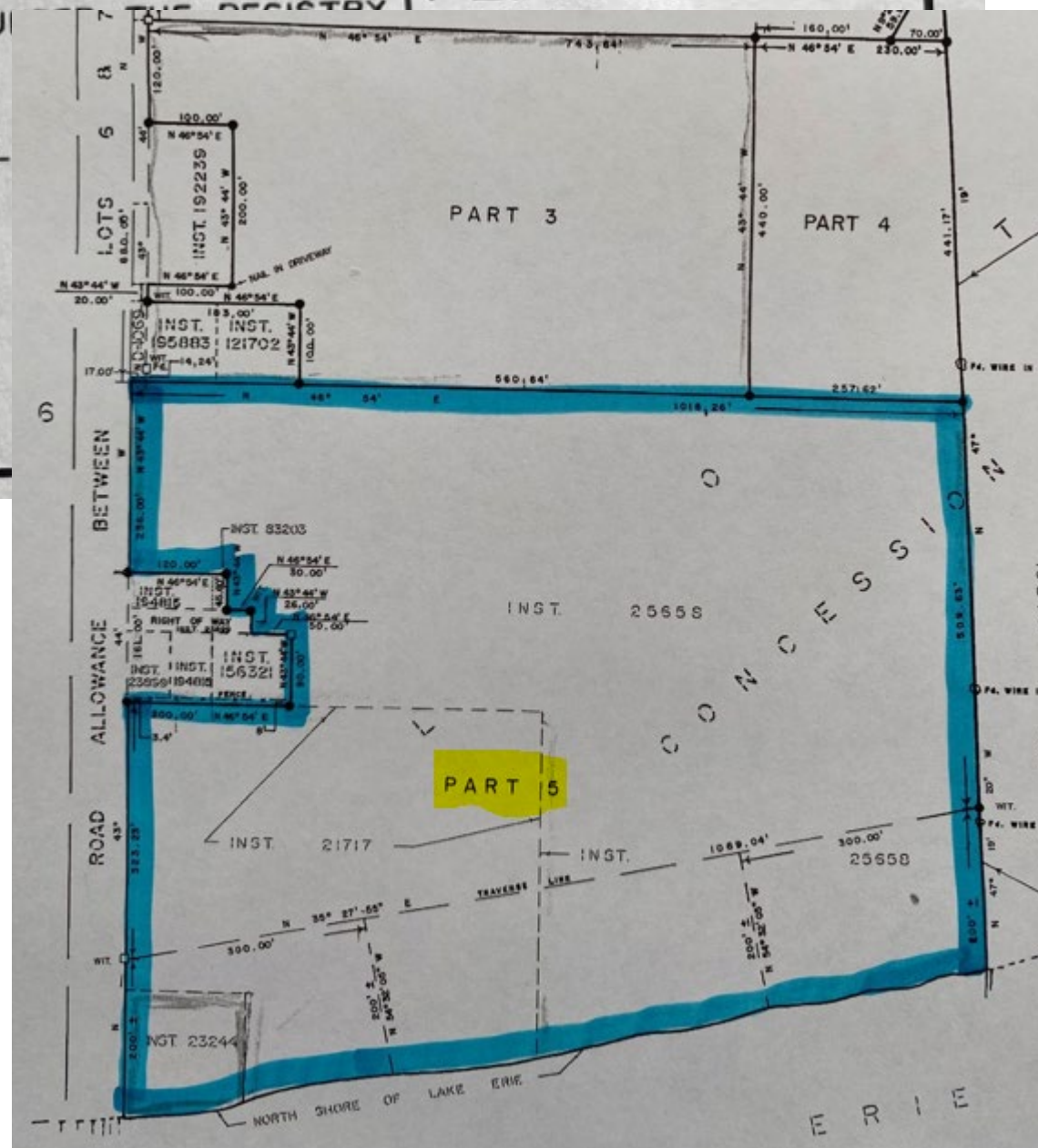
Executions

SCHEDULE

PART	LOT	CONCESSION	INSTRUMENT	AREA
1	7	14	27244	9.34 Ac.
2	7	14	27244	0.35 Ac.
3	7	14	100 765	6.63 Ac.
4	7	14	100 765	2.46 Ac.
5	7	14	21717, 25658, 23244	18.7 Ac.±

I REQUIRE THIS PLAN TO BE
DEPOSITED U
ACT,
DATE: APRIL

PLAN IIR-2054



Let's look at Part 5 on the
11R 2054 map
- 18.7 acres, lakefront
- **Cost \$500 or
\$26.74 / acre**

The Municipality obtained the PGTP in 2 parcels – under 2 different Transfers. **April 1986 - AOBA**

c.454, as amended)

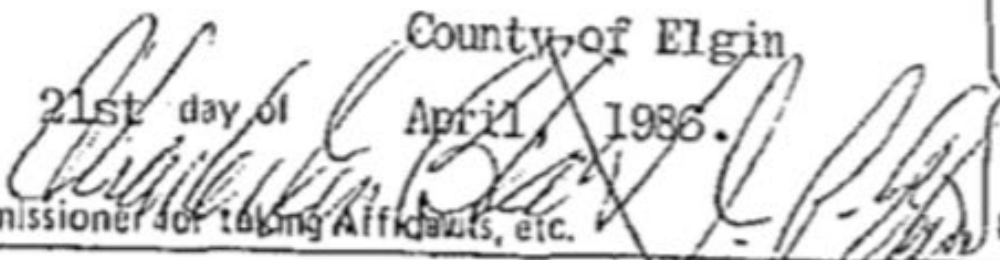

(i) Other consideration for transaction not included in (g) or (h) above.	\$ nil
(j) TOTAL CONSIDERATION	\$ nil
	<hr/>
	\$ 500.00

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) **land to be held and improved as a public park.**

6. If the consideration is nominal, is the land subject to any encumbrance? NO

7. Other remarks and explanations, if necessary

SWORN before me at the Village of Rodney
in the County of Elgin
this 21st day of April, 1986.

A Commissioner for taking Affidavits, etc.   [signature(s)]

PROPERTY INFORMATION RECORD

A. Describe nature of instrument. **transfer**

B. (i) Address of property being conveyed (if available) R. R. #3. RODNEY., Ont.. NOL 200

The Municipality obtained the PGTP in 2 parcels – under 2 different Transfers. **Baxley July 1986**



439c
E

Transfer/Deed of Land

Form 1 – Land Registration Reform Act, 1984

CCNS
66 Garrard St. East
Toronto, Ont. M5B 1G3
Form L1200

A

NUMBER **275598**
CERTIFICATE OF REGISTRATION
06 JUL 16 AM 1:15
ELGIN
No 11
ST. THOMAS LAND REGISTRAR

(1) Registry Land Titles (2) Page 1 of 2 pages

(3) Property Identifier(s) Block Property
Additional: See Schedule

(4) Consideration ---TWENTY THOUSAND---
---00/100 Dollars \$ **20,000.00**

(5) Description This is a: Property Division Property Consolidation
Township of Aldborough, County of Elgin, part of lot 7, concession 14, designated as **part 3**, reference plan **11R-2054**

OR OFFICE USE ONLY

New Property Identifiers

Additional:

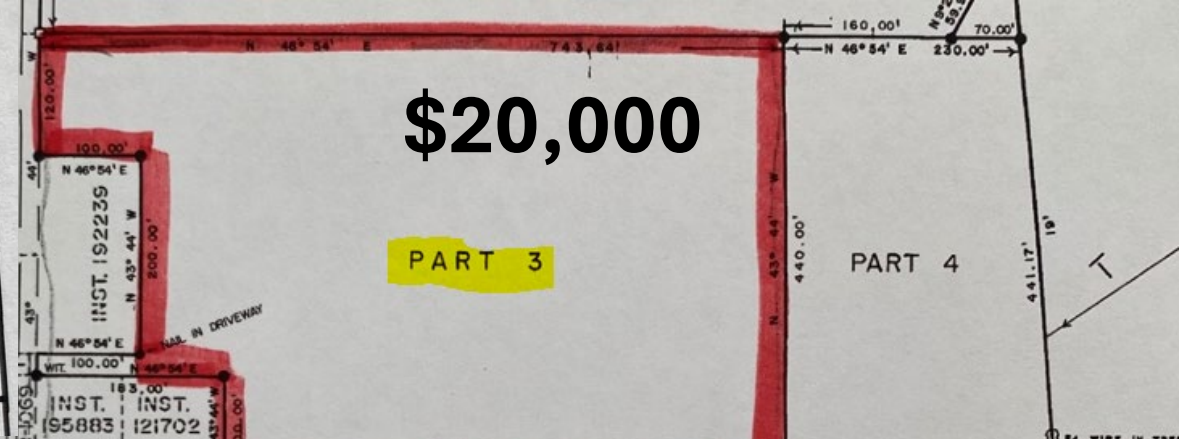
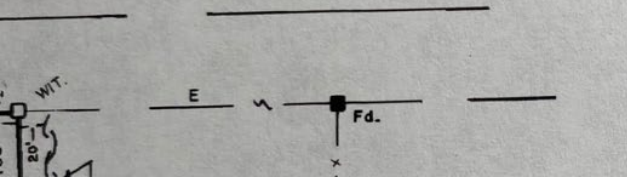
SCHEDULE				
PART	LOT	CONCESSION	INSTRUMENT	AREA
1	7	14	27244	9.34 Ac.
2	7	14	27244	0.35 Ac.
3	7	14	100 765	6.63 Ac.
4	7	14	100 765	2.46 Ac.
5	7	14	21717, 25658, 23244	18.7 Ac.±

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE REGISTRY ACT,
 DATE: APRIL 14, 1980.

PLAN IIR-2054
 RECEIVED AND DEPOSITED
 DATE: 15 April 1980

Brian Vaughan
 LAND REGISTRAR
 FOR THE REGISTRY
 DIVISION OF ELGIN (II)

CAUTION: THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT.



Let's look at Part 3 on the
 11R 2054 map
 - 6.63 acres
 - **Cost**
\$20,000 or
\$3016.59 / acre



The Municipality obtained the PGTP in 2 parcels – under 2 different Transfers. **Baxley July 1986**

c.454, as amended)
(i) Other consideration for transaction not included in (g) or (h) above...
(j) TOTAL CONSIDERATION
5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)
6. If the consideration is nominal, is the land subject to any encumbrance? NO
7. Other remarks and explanations, if necessary . n/a

\$.. nil
\$.. nil
\$ 20,000.00)

n/a

SWORN before me at the Village of Rodney
in the County of Elgin
this 14th day of July, 1986.

Sharon Moore
A Commissioner for taking Affidavits, etc.

Stephen McDonald
(signature(s)) Stephen McDonald

PROPERTY INFORMATION RECORD

A. Describe nature of instrument... deed
B. Address of instrument...

What did the AOBA have to say...

They wrote a letter to council.

March 6, 2025

Mayor Richard Leatham
West Elgin Councillors
CAO Robin Greenal
Municipality of West Elgin
22413 Hoskins Line
Rodney, ON
N0L 2C0

Dear Mayor Leatham, Councillors, Ms. Greenal:

SUBJECT: Response to recent posting by the Municipality regarding Port Glasgow Trailer Park.

We are two of the surviving members of the Aldborough Old Boys Association (AOBA) who were involved at the time of the donation to the municipality.

We are very concerned with the recent posting of information on the Municipal Website about the purchase of the Port Glasgow Trailer Park.

In April 1986 there is a Transfer/Deed of Land - Number 273223 with a cost of \$500. The Municipality did not purchase the property as such – it was donated to the municipality by the Aldborough Old Boys Association (AOBA) and the \$500 fee was simply to cover legal costs. This transfer does not reflect the market value of the lake front land at that time.

On page 2 of the Transfer/Deed of Land, Section 5 – it clearly states:

“If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance.”

5) land to be held and improved as a public park

The \$500 consideration was nominal. We think this is a clear statement of purpose for the transaction.

It was our clear intention that the land along the lakefront be held and improved as a public park.

It is disappointing to us, those that were involved in the donation, that the Municipality would say that this land was not donated, and there were no conditions placed on the land to remain as a public park.

Sincerely,

Robert (Bob) Miller

Norman M. (Mac) Ford

What did the Municipal representative Stephen McDonald have to say...

He wrote an email.

“I can say without reservation that the property was given to the Township as a donation, to be used exclusively for public park purposes.”

From: Steve McDonald
Sent: March 12, 2025 10:51 am
To:
Subject: Aldborough Old Boys Trailer Park

Good morning,

I have had an opportunity to review the documents you forwarded - namely;
- the Transfer Deed dated April 21st, 1986
- the release from the Township of West Elgin, dated March 5, 2025, rev. March 6, 2025, entitled "The story of the park purchase, donation, (conditions surrounding the donation if any)"
- correspondence dated March 6, 2025 from R.A. Miller and Mac Ford to Mayor Richard Leatham and Council.

For background and context purposes, I enjoyed a 40 year career in Municipal Government in various roles, serving mainly as Chief Administrative Officer, and was the Clerk-Treasurer of the Township of Aldborough from July 1984 to April 1987.

In my time in Aldborough Township, I was involved in the property transfer from the Aldborough Old Boys' Association to the Township, and in fact executed the Land Transfer Tax Affidavit on behalf of the Township.

Based on my recollection of the property transfer, and my review of the documents, namely the Land Transfer Tax Affidavit, and my municipal experience, I can say without reservation that the property was given to the Township as a donation, to be used exclusively for public park purposes. The consideration was nominal, and was intended to offset the actual legal costs involved in the transfer. As noted in the transfer document, the "land was to be held and improved as a public park."

In my municipal experience, in the majority of cases where a donation of this kind is made, there is usually a reciprocal clause stating that if the use of the subject property does not continue as intended, in this case as a public park, the original owner or transferor, would have the first right of refusal to repurchase the property at the original purchase price, possibly with a pre-arranged cost adjustment. While not explicitly stated in the document, I believe this to be the understanding of both parties at the time.

I have worked in several municipalities throughout my career with significant waterfronts on lakes and rivers and the one constant is that you cannot create more waterfront property - once it's gone, it's virtually impossible to get it back. Hindsight is 20/20.

On a personal note, during my time in Aldborough, I was fortunate to own property across from the park and was able to enjoy it along with friends and family who visited.

I am happy to discuss this matter in further detail if required.

Kind regards,

Stephen McDonald

What about the Right of First Refusal that the AOBA may have?

In their March 2025 correspondence with the PGTP residents the Municipality of West Elgin states...

1990 – the Municipality of Aldborough and the Aldborough Old Boys Association sign a “Right of First Refusal” agreement providing the AOBA the first right of refusal to the option to purchase the lands if the Municipality of Aldborough expressed its interest to sell.

In his March 2025 correspondence Stephen McDonald states...

In my municipal experience, in the majority of cases where a donation of this kind is made, there is usually a reciprocal clause stating that if the use of the subject property does not continue as intended, in this case as a public park, the original owner or transferor, would have the first right of refusal to repurchase the property at the original purchase price, possibly with a pre-arranged cost adjustment. While not explicitly stated in the document, I believe this to be the understanding of both parties at the time.

In 1986 the Municipality obtained the PGTP – 18.7 Acres of Lake Front Property from the AOBA

- **It was a Donation.**

- Cost per acre – not even comparable \$26 vs \$3016
- Transactions occurred within 3 months of each other April vs July 1986
- Correspondence from both sides of the legal transaction (ABOB and Clerk-Treasurer of the Township of Aldborough) stating it was a donation
- Correspondence from both sides that confirm the \$500 was to cover legal costs.
- **It cost the Old Boys \$2,212 to purchase the land – 46 years before the donation!**

- **It was intended for use as a Public Park.**

- Land Transfer Document #5 “land to be held and improved as a public park”.
- From the AOBA “It was our clear intention that the land along the lakefront be held and improved as a public park.”
- From the Municipal Clerk-Treasurer – “Based on my recollection of the property transfer, and my review of the documents, namely the Land Transfer Tax Affidavit, and my municipal experience, I can say without reservation that the property was given to the Township as a donation, to be used exclusively for public park purposes.”

?’s and Requests for Council – I would like a response.

- Why is the Municipality insisting it was not a donation?
- Why is the Municipality insisting that it was not intended to be kept as a public park?
- We formally request a search for the documents involved in the 1986 transfer and to be provided with copies of these documents.
- Has the Municipality researched the Right of First Refusal that was given to the Aldborough Old Boys Association in 1990? Can you provide all the documents on this?
- **We formally request that the AOBA donated part of the PGTP be taken off the Surplus List until this can all be investigated.**

March 6, 2025

Mayor Richard Leatham
West Elgin Councillors
CAO Robin Greenal
Municipality of West Elgin
22413 Hoskins Line
Rodney, ON
N0L 2C0

Dear Mayor Leatham, Councillors, Ms. Greenal:

SUBJECT: Response to recent posting by the Municipality regarding Port Glasgow Trailer Park.

We are two of the surviving members of the Aldborough Old Boys Association (AOBA) who were involved at the time of the donation to the municipality.

We are very concerned with the recent posting of information on the Municipal Website about the purchase of the Port Glasgow Trailer Park.

In April 1986 there is a Transfer/Deed of Land - Number 273223 with a cost of \$500. The Municipality did not purchase the property as such – it was donated to the municipality by the Aldborough Old Boys Association (AOBA) and the \$500 fee was simply to cover legal costs. This transfer does not reflect the market value of the lake front land at that time.

On page 2 of the Transfer/Deed of Land, Section 5 – it clearly states:

“If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance.”

5) land to be held and improved as a public park

The \$500 consideration was nominal. We think this is a clear statement of purpose for the transaction.

It was our clear intention that the land along the lakefront be held and improved as a public park.

It is disappointing to us, those that were involved in the donation, that the Municipality would say that this land was not donated, and there were no conditions placed on the land to remain as a public park.

Sincerely,

Robert (Bob) Miller

Norman M. (Mac) Ford

From: Steve McDonald
Sent: March 12, 2025 10:51 AM
To: norm.miller
Subject: Aldborough Old Boys Trailer Park

Good morning,

I have had an opportunity to review the documents you forwarded - namely;

- the Transfer Deed dated April 21st, 1986
- the release from the Township of West Elgin, dated March 5, 2025, rev. March 6, 2025, entitled "The story of the park purchase, donation, (conditions surrounding the donation if any)"
- correspondence dated March 6, 2025 from R.A. Miller and Mac Ford to Mayor Richard Leatham and Council.

For background and context purposes, I enjoyed a 40 year career in Municipal Government in various roles, serving mainly as Chief Administrative Officer, and was the Clerk-Treasurer of the Township of Aldborough from July 1984 to April 1987.

In my time in Aldborough Township, I was involved in the property transfer from the Aldborough Old Boys' Association to the Township, and in fact executed the Land Transfer Tax Affidavit on behalf of the Township.

Based on my recollection of the property transfer, and my review of the documents, namely the Land Transfer Tax Affidavit, and my municipal experience, I can say without reservation that the property was given to the Township as a donation, to be used exclusively for public park purposes. The consideration was nominal, and was intended to offset the actual legal costs involved in the transfer. As noted in the transfer document, the "land was to be held and improved as a public park."

In my municipal experience, in the majority of cases where a donation of this kind is made, there is usually a reciprocal clause stating that if the use of the subject property does not continue as intended, in this case as a public park, the original owner or transferor, would have the first right of refusal to repurchase the property at the original purchase price, possibly with a pre-arranged cost adjustment. While not explicitly stated in the document, I believe this to be the understanding of both parties at the time.

I have worked in several municipalities throughout my career with significant waterfronts on lakes and rivers and the one constant is that you cannot create more waterfront property - once it's gone, it's virtually impossible to get it back. Hindsight is 20/20.

On a personal note, during my time in Aldborough, I was fortunate to own property across from the park and was able to enjoy it along with friends and family who visited.

I am happy to discuss this matter in further detail if required.

Kind regards,

Stephen McDonald



Municipality of West Elgin

Minutes

Council Meeting

March 13, 2025, 5:00 p.m.

Council Chambers

160 Main Street

West Lorne

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

Staff Present: Jeff McArthur, Fire Chief
Robert Brown, Planner
Terri Towstiuc, Clerk
Magda Badura, Manager of Corporate Services (Treasurer)
Robin Greenall, Chief Administrative Officer
Lee Gosnell, Manager of Operations and Community Services

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 5:00 pm.

2. Adoption of Agenda

Prior to the adoption of the agenda, may it be noted for the minutes that the agenda has been amended to add Item 13, being closed session to deal with an emergent item relating to labour relations.

Resolution No. 2025- 66

Moved: Councillor Statham

Seconded: Councillor Denning

That West Elgin Council hereby adopts the Regular Council Agenda for March 13, 2025 as amended.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

No disclosures

4. Delegations

4.1 Chris Cain, Plant Manager, KSR Re: No Parking Signage, South Side, Centre Street, Rodney

Chris Cain, Plant Manager for KSR Industrial (Rodney), addressed Council regarding the no parking signage and nuisance that has been experienced on Centre Street. The delivery drivers are not KSR employees, and all dispatch are aware of the signage. Mr. Cain requested either removal of the signs on the south side of Centre Street, or an amendment allowing drivers to stop long enough to close the doors on their equipment, indicating "no longer than five-minutes". Mr. Cain cited the West Elgin by-law for rules regarding deliveries, indicating that he has spoken with the By-law Enforcement Officer, with the understanding that the drivers are allowed to park for the purpose noted, however the OPP continue to be called on ongoing basis.

Councillor Statham enquired about the difference between "no parking" and "no stopping".

Lee Gosnell, Manager of Operations, confirmed that, in accordance with West Elgin's "parking by-law" (2001-50), no parking still allows for the delivery of any persons or goods (S. 7(ii)), and that the current signage allows the drivers to stop for the purpose of closing their doors.

4.2 Jason Johnson, Dillon Consulting Limited Re: West Elgin Water Consumption

Resolution No. 2025- 67

Moved: Councillor Denning

Seconded: Councillor Statham

That In accordance with Section 3.5 of By-Law 2024-05 Being a By-Law to establish rules of procedure for the meetings of Council, West Elgin Council hereby allow Nick Emery (*Jason Johson*), Dillon Consulting

Limited, one-half hour (thirty minutes) for item 4.2, Delegation, suspending the rules of Section 6.8 of By-law 2024-05.

Carried

Jason Johnson with Dillon Consulting presented the findings of two studies created for West Elgin, including a consumption and meter reads study and a study on the water distribution system, by completing a hydraulic model. The purpose was to assess the Municipality of West Elgin's water consumption calculation methodology; Develop a hydraulic model of the Municipality's water distribution network; and review the model performance of the Municipality's water distribution network.

The presentation included project objectives, constraints, summary of procedures and steps, consumption review and distribution system review.

The full presentation is available on the meeting recording.

5. Adoption of Minutes

Resolution No. 2025- 68

Moved: Deputy Mayor Tellier

Seconded: Councillor Dougherty

That West Elgin Council hereby adopt the Minutes of February 27, 2025 as presented.

Carried

6. Business Arising from Minutes

None.

7. Staff Reports

7.1 Planning

7.1.1 Severance Application, File E15-25 - Recommendation to Elgin Land Division

Resolution No. 2025- 69

Moved: Councillor Dougherty

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application File E15-25 – Comments to Elgin County (Planning Report 2025-06).

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E15-25, subject to the Lower-Tier Municipality conditions in Appendix One of this report;

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

Carried

7.2 Fire

7.2.1 Monthly Fire Update, January and February 2025

Resolution No. 2025- 70

Moved: Councillor Statham

Seconded: Deputy Mayor Tellier

That West Elgin Council hereby receives the Monthly Fire report for January and February 2025, from Jeff McArthur, Fire Chief, for information purposes.

Carried

7.2.2 Pre-Budget Approval

Resolution No. 2025- 71

Moved: Councillor Statham

Seconded: Councillor Dougherty

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief; and

That West Elgin Council provide pre-budget approval for the 2025 project identified within this report.

Carried

7.2.3 Washroom Renovation - Station 1

Resolution No. 2025- 72

Moved: Councillor Statham

Seconded: Deputy Mayor Tellier

That West Elgin Council hereby receives the report from Jeff McArthur, Fire Chief; and

That Staff be authorized to accept the quote from Baines Contracting Inc, in the amount of \$31,935 plus HST, for a remodel of the existing washroom and to build a new washroom.

Carried

7.3 Municipal Drains

7.3.1 Tender Results, Fleuren Drain

Resolution No. 2025- 73

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from Terri Towstiuć, Clerk, re: Tender Results, Fleuren Drain; and

That Council approve the low tender submission from Monden Excavating for the Fleuren Drain, in the amount of \$21,131.00 (HST included).

Carried

7.4 Operations (Infrastructure and Development)

7.4.1 Monthly Operations Update, February 2025

Resolution No. 2025- 74

Moved: Councillor Dougherty

Seconded: Councillor Statham

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

Carried

7.5 Community Services & Clerks

7.5.1 Monthly Update, February 2025

Resolution No. 2025- 75

Moved: Deputy Mayor Tellier

Seconded: Councillor Dougherty

That West Elgin Council hereby receives the report from Terri Towstiuc, Clerk Re: Community Services Monthly Update, February 2025, for information purposes only.

Carried

7.5.2 2025 Community Grants

Resolution No. 2025- 76

Moved: Councillor Statham

Seconded: Councillor Denning

That West Elgin Council hereby receives the 2025 Community Grant Applications report from Terri Towstiuc, Clerk; And

That West Elgin Council hereby defer the decision to a subsequent meeting.

Carried

7.6 Corporate Services & Finance

7.6.1 2024 Council Remuneration

Resolution No. 2025- 77

Moved: Councillor Denning

Seconded: Councillor Statham

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services – Treasurer re: 2024 Council Remuneration and Expenses report for information only.

Carried

7.6.2 2024 Public Salary Disclosure

Resolution No. 2025- 78

Moved: Councillor Dougherty

Seconded: Councillor Statham

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services – Treasurer re: 2024 Public Sector Salary Disclosure for information only.

Carried

7.7 Chief Administrative Officer

7.7.1 Old Town Hall Assessment Quote

Resolution No. 2025- 79

Moved: Councillor Statham

Seconded: Deputy Mayor Tellier

That West Elgin Council hereby receives the Old Town Hall – Engineering Assessment Quote report from Robin Greenall, CAO;

And that Council pre-approve the payment of the services to Spriet Associates, as quoted, to be included in the 2025 operating budget.

Carried

7.7.2 West Lorne Library and Community Complex Renovations

Resolution No. 2025- 80

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That the West Elgin Council hereby receives the West Lorne Library and Community Complex Renovations report from Robin Greenall, CAO; And

That Council direct staff to proceed with contracting Spriet Associates to complete Architectural Drawings and cost estimates for the renovation project.

Carried

8. Committee and Board Reports or Updates

No updates provided.

9. Notice of Motion

None received.

10. Council Inquires/Announcements

Councillor Statham acknowledge the Citizens Town Hall meeting regarding Port Glasgow Trailer Park, indicating that it was a constructive meeting, and also acknowledged a petition received from Adam Lumley and Carm Lasson. Councillor Statham indicated that, in light of all of the community support, there is more information that will be forthcoming to Council and residents.

Councillor Denning stated that in light of the uncertain times, while it is not always possible to purchase everything in Canada, it is important to buy local and support local businesses.

11. Correspondence

Resolution No. 2025- 81

Moved: Deputy Mayor Tellier

Seconded: Councillor Dougherty

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

Carried

11.1 County of Elgin, Notice of Decision E 9-25

11.2 County of Elgin, From the Council Chambers, February 25, 2025

11.3 Letter dated March 6, 2025 Re: Response to recent posting by the Municipality regarding Port Glasgow Trailer Park.

Clerk Towstiuic advised that item 11.3 will be included again on the March 27th agenda, as a delegation.

12. Items Requiring Council Consideration

None.

13. Closed Session

Resolution No. 2025- 82

Moved: Councillor Denning

Seconded: Councillor Statham

That In accordance with Section 3.5 of By-Law 2024-05 Being a By-Law to establish rules of procedure for the meetings of Council, West Elgin Council hereby allow a late submission item to the agenda, being a Closed Session item for the purpose of labour relations, suspending the rules of Section 6.8 of By-law 2024-05.

Carried

Resolution No. 2025- 83

Moved: Councillor Statham

Seconded: Councillor Dougherty

That West Elgin Council hereby move into Closed Session at 5:59 pm, to discuss one (1) matter pursuant to the *Municipal Act*, Section 239 (2)(d), being labour relations or employee negotiations (Union Matters).

Carried

14. Report from Closed

Council took an eight (8) minute break, prior to commencing Closed Session business.

Report from closed at 6:11pm.

West Elgin Council received one (1) item relating to the Municipal Act, Section 239 (2)(d) (*labour relations - union matters*), for information purposes only.

15. Confirming By-Law

Resolution No. 2025- 84

Moved: Councillor Statham

Seconded: Councillor Dougherty

That By-law 2025-14 being a By-law to confirm the proceeding of the Regular Meeting of Council held on March 13, 2025, be read a first, second and third and final time.

Carried

16. Adjournment

Resolution No. 2025- 85

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That the Council of the Municipality of West Elgin hereby adjourn at 6:12 pm to meet again at 4:00pm, on Thursday, March 27, 2025, or at the call of the Chair.

Carried

Richard Leatham, Mayor

Terri Towstiuć, Clerk



Staff Report

Report To: Council Meeting
From: Terri Towstiuc, Manager of Community Services/Clerk
Date: 2025-03-27
Subject: Section 78, Hookaway Drain, Request for Major Improvement

Recommendation:

That West Elgin Council hereby receives the Section 78, Notice of Request for Drain Major Improvement for the Municipal Drain known as the Hookaway Drain; And

That Council approve the request for the Improvement of the Hookaway Drain, dated March 13, 2025, submitted by Darryl Clarke, President, West Elgin Ready Mix; And

That Council direct staff to forward to Spriets and Associates, to proceed with the necessary actions, pursuant to the *Drainage Act*.

Purpose:

The purpose of this report is to advise Council of, and to obtain approval for the Notice of Request for Drain Major Improvement, Section 78, received at the Municipal Office on March 13, 2025, for the Municipal Drain known as the Hookaway Drain.

Background:

On March 13, 2025, a Notice of Request for Drain Major Improvement was received by a landowner affected by the Hookaway Drain, indicating a request for improving or altering the drainage works if the drainage works are located on more than one property.

The Drainage Superintendent has discussed the request with the landowners and deemed the improvement necessary, with no issues presented.

Financial Implications:

Cost to be determined by Spriet and Associates

Policies/Legislation:

The *Drainage Act*, R.S.O. 1990, c. D.17

Alignment with Strategic Priorities:

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

Respectfully submitted by,

Terri Towstiuć
 Manager of Community Services/Clerk

Report Approval Details

Document Title:	Hookaway Drain, Request for Major Improvement, Section 78 - 2025-02-Drainage.docx
Attachments:	- Hookaway Drain.pdf
Final Approval Date:	Mar 20, 2025

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

Robin Greenall

To: The Council of the Corporation of the Municipality of West Elgin

Re: Hookaway Drain

(Name of Drain)

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I, as owner of land affected, request that the above mentioned drain be improved.

The Major Improvement Project work being requested is (check all appropriate boxes):

- Changing the course of the drainage works;
- Making a new outlet for the whole or any part of the drainage works;
- Constructing a tile drain under the bed of the whole or any part of the drainage works;
- Constructing, reconstructing or extending bridges or culverts;
- Extending the drainage works to an outlet;
- Improving or altering the drainage works if the drainage works is located on more than one property;
- Covering all or part of the drainage works;
- Consolidating two or more drainage works; and/or
- Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

Provide a more specific description of the proposed drain major improvement you are requesting:

Landowner wishes to enclose the portion of the open drain on the property listed below

Property Owners

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description

Con. 9 N Pt Lot 15

Ward or Geographic Township

Aldborough

Parcel Roll Number

343400006006604

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner of the property may request a drain improvement.



Staff Report

Report To: Council Meeting
From: Lee Gosnell, Manager of Operations & Community Services
Date: 2025-03-27
Subject: 2025 Maintenance Gravel

Recommendation:

That West Elgin Council hereby receives the report from Lee Gosnell, Manager of Infrastructure and Development; re: 2025 Maintenance Gravel; and

That West Elgin Council authorizes an extension of the 2024 maintenance gravel contract with Johnston Bros. Ltd. (at the 2024 price) to cover the 2025 season.

Purpose:

To provide Council with an option for supply of West Elgin's 2025 maintenance gravel.

Background:

Each year, West Elgin puts out a tender for the supply/haul of maintenance gravel to be used on the municipal road network. The quantity of gravel has ranged between 15,000 – 20,000 tonnes in recent years and is based on lane kms to be spread, as well as capital project requirements. Johnston Bros. Ltd, a local aggregate supplier with pits on Johnston Line in West Elgin, have been the successful bidder of this tender for many years.

Johnston Bros. Ltd have offered to extend last year's gravel price to West Elgin for the 2025 season. Due to fuel costs and tightening supply, all five previous years have seen increases amounting to \$7.66 /tonne. This offer would provide West Elgin with a 0% increase for 2025 by allowing Johnston Bros. to lock in local work early.

Financial Implications:

Maintenance gravel is the single largest expenditure public works will make during the fiscal year. West Elgin received one response to the 2024 tender which came in at \$338,700.00 based on 15,000 tonnes at a price of \$22.58/tonne. The previous 5 years have shown that yearly price increases should be expected, with increases ranging between \$1.00 - \$2.57 /tonne.

2020 - \$14.92/tonne

2021 - \$17.49/tonne

2022 - \$19.95/tonne

2023 - \$21.58/tonne

2024 - \$22.58/tonne

The supplied quantity and pricing would still be subject to final approval in the 2019 budget process. If Council chooses not to authorize the extension, operations staff will prepare the maintenance gravel tender for circulation in the coming weeks.

Policies/Legislation:

Alignment with Strategic Priorities:

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

Respectfully submitted by,

Lee Gosnell
 Manager of Infrastructure and Development

Report Approval Details

Document Title:	2025 Maintenance Gravel - 2025-05-Operations (Infrastructure Development).docx
Attachments:	
Final Approval Date:	Mar 20, 2025

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

Robin Greenall



Staff Report

Report To: Council Meeting
From: Robert Brown, Planner
Date: 2025-03-23
Subject: Munroe St. Property – Future Development Next Steps – Recommendation Report (Planning Report 20025-07)

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding next steps for potential development of municipally owned lands on the north side of Munroe St.

And that Council directs administration to retain Pinchin, at a cost of \$6,200 plus HST, to move forward with completion of Phase I ESA on the subject lands.

Purpose:

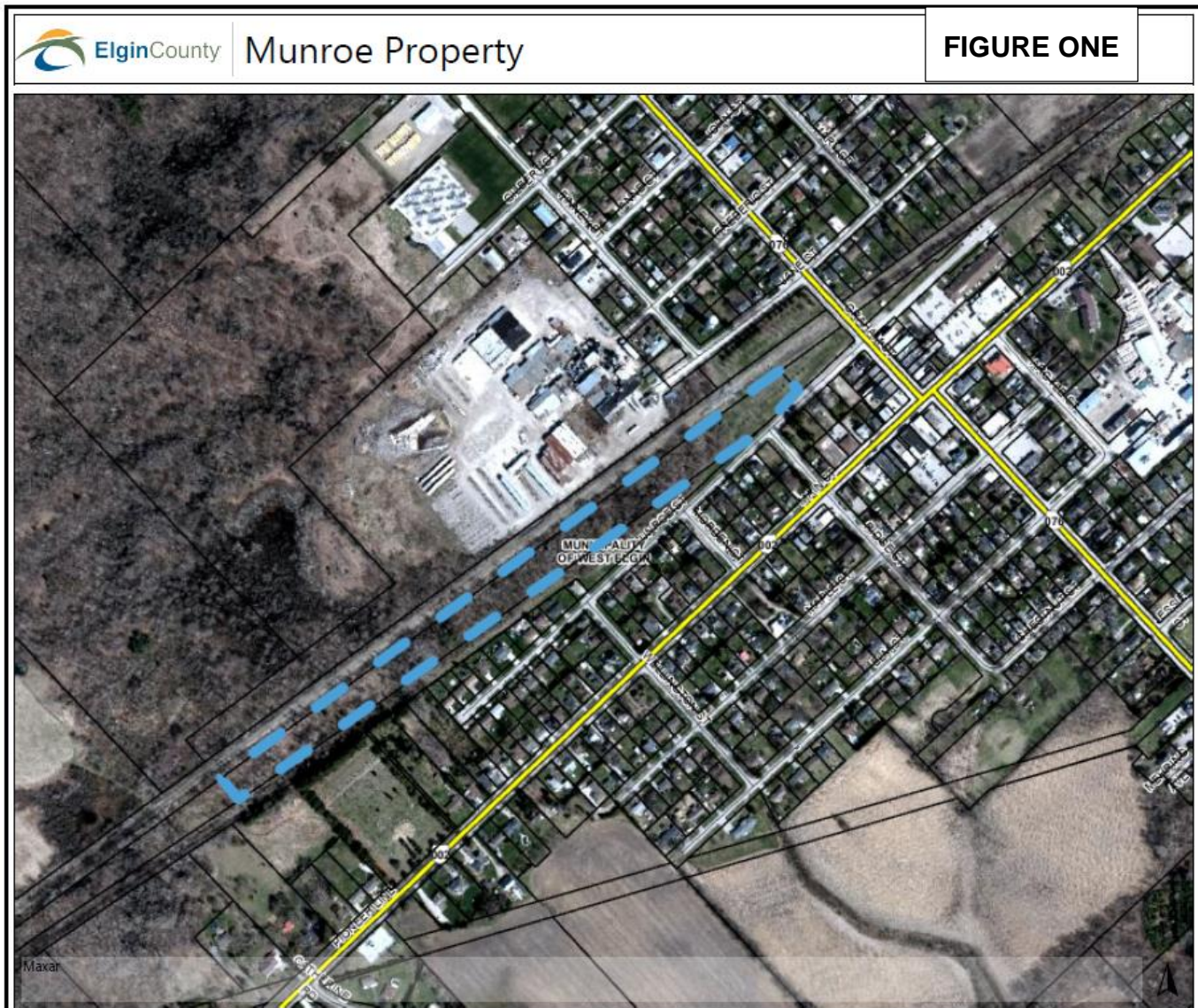
To provide Council with information on municipally owned lands and outline the initial steps for consideration of development options on the property.

Background:

There has been and continues to be a need for a broader mix of housing to meet the needs of all residents within the municipality. The Province, through a variety of legislative changes and funding support, continue to push for creative solutions. The reduction of red tape, modifications to the Planning Act, additional dwellings units and as-of-right fourplex zoning are just some of the efforts.

In 2024 the owner of the former rail land that bisected West Lorne began the process of selling off some of the land particularly within the settlement areas. One such parcel was a 3.3 ha (8.2 ac.) parcel with frontage along the north side of Munroe St. west of Graham St. and the new Tim Horton's. (See Figure One) The Municipality was approached if it was interested in the land and Council approved the purchase.

Before moving forward with any development on a property it is important to undertake certain background work. The subject lands being part of and/or adjacent to a former active rail line requires that it be confirmed, particularly for more sensitive uses, that the lands are not contaminated by former activities on the site. The initial step is completion of a Phase I ESA. If that review notes no likelihood of contamination, then a Record of Site Condition (RSC) can be filed with the applicable Ministry and next steps considered. Should the Phase I not yield a positive result then additional testing would be required along with potential remediation.



In addition to testing for contamination, the lands contain a wooded area that will require review to demonstrate no negative impact on the wooded feature or any species at risk that may be present. Proximity of the lands to an industrial use to the north will also require a noise study.

However, the initial step is completion of the Phase I ESA as it will determine if the municipality continues with potential development of the subject property and completion of any additional background work.

Financial Implications:

Staff requested quotes from two different companies that can complete the necessary Phase I ESA. CT Soils price was an upset limit of \$8,500 plus HST, Pinchin provided a total cost of \$6,200 plus HST. Both estimates include completion of the Phase I ESA report and filing of the necessary RSC.


Policies/Legislation:

Completion of the Phase I ESA is consistent with both Provincial, County, and local policy and the initial step before determining next steps.

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 checked="" type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,



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

Report Approval Details

Document Title:	Munroe St Property - Future Development Next Steps - Recommendation Report - 2025-07-Planning.docx
Attachments:	
Final Approval Date:	Mar 23, 2025

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

Robin Greenall



Staff Report

Report To: Council Meeting
From: Terri Towstiuc, Manager of Community Services/Clerk
Date: 2025-03-27
Subject: Animal Control Services, Request for Proposals Received

Recommendation:

That West Elgin Council hereby receives the report from Terri Towstiuc, Manager of Community Services/Clerk Re: Animal Control Services, Request for Proposals Received; And

That Council hereby accept the submission received from Jeoff and Jodi Bedore, Southwest Middlesex Animal Shelter, for Animal Control (Canine) Services; And

Further that Council directs the Clerk to prepare the approved agreement and by-law for signing at the next scheduled meeting of Council.

Purpose:

The purpose of this report is to provide Council with an update on submissions received by RFP for Animal Control Services.

Background:

In 2022, West Elgin switched to the Humane Society London Middlesex (HSLM), when the Glencoe Animal Shelter closed. The switch to HSLM was primarily due to limited resources available for canine pick-up and Pound keeping, and a joint RFP along with Middlesex County was developed. The current agreement with HSLM authorizes pick-up and transportation of canines when the By-law Enforcement Officer is unavailable. Unfortunately, due to the limited number of hours received by by-law enforcement, most canine calls are outside of the by-law hours.

The current agreement is dated June 26, 2024, with an expiry date of December 31, 2024. Total canine and Pound keeping service with HSLM was \$10,689.76 in 2023 and \$10,899.90 in 2024. HSLM is located at 624 Clarke Rd, London, which is approximately 65kms (using 160 Main Street, West Lorne as a middle address, however this number would vary depending on pick-up location). HSLM has a total of 11 canine intakes in 2023 and 15 canine intakes in 2024, plus 14 Golden Retriever puppies, brought in by By-law Enforcement.

Late 2024, staff were contacted by Jodi (and Jeoff) Bedore, who purchased the Southwest Middlesex Animal Shelter (previously Glencoe Animal Shelter), and will be offering services to local municipalities, like those previously offered by Glencoe Animal Shelter. The shelter is located at 3427

Concession Drive, Glencoe, which is approximately 25kms (again, using 160 Main Street West Lorne as a center point).

On December 19, 2021, Council approved a three-month extension with the London Humane Society for Pound keeping services, directing staff to prepare a “Request for Proposal” (RFP), to enter into agreement after expiry.

An RFP was created and posted online until March 17, 2025, 12:00 noon, with only one (1) submission received from the Southwest Middlesex Animal Shelter (previously operated as the Glencoe Animal Shelter under different ownership).

Page 8 of the West Elgin RFP document includes mandatory requirements for proposals, and the applicant is unable to complete two of the items listed:

- Item 5. A) iv. Requests for an OSPCA certification, which is no longer a requirement or provided document to animal shelters. This item was confirmed with Pet & Wildlife Rescue (PAWR) Chatham, who advised that the OSPCA has no authority or requirements and operates the same as shelters. PAWR confirmed that there are no “requirements” to become a shelter, except for zoning requirement within their respective municipality. The Municipality of Southwest Middlesex confirmed there have been no known issues with SMWAS.
- Item 5. A) v. requests for three (3) public sector references, however the Southwest Animal Shelter has not been operating long enough to obtain public sector clients. Two (2) references are included in the tender submission, for animal boarding. Until recently, the shelter has been providing dog boarding and cat rescue services.

The Municipality of Southwest Middlesex will be utilizing the services of Southwest Middlesex Animal Shelter, effective April 2025, for an initial one-year term.

If Council wishes to decline or defer due to lack of interest of the RFP, that is an option. However, at this time, confirmation has not been received from HSLM if they are willing to extend their current contract for an additional 1-2 months, to accommodate, and keeping in mind there are limited amount of Animal Shelters within the area.

Financial Implications:

2025 Poundkeeping Fees \$10,000 with an additional \$30.00 per hour and .50 per kilometer for dogs running at large. 2% Increase annually for the yearly base rate

An estimated fee for 2025 is detailed below using the fee structure provided in the RFP, and the following parameters:

- 15 canine pick-ups per year (2024 total with HSLM);
- Using 160 Main Street West Lorne (25 kms to from Shelter) as an average location;
- Estimated two-hours per call.

Item	Cost
2025 Base Fee (Subject to 2% Increase Annually)	\$10,000
\$30 Hourly Rate x 2 hrs/call x 15 calls annually	\$900
\$0.50 x 25kms (one way) x 2 (both ways) x 15 call annually	\$375
	\$11,275 Estimated Cost - 2025

Policies/Legislation:

By-law 2025-xx to enter into agreement on April 10, 2025. (Regular Council Meeting.)

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,

Terri Towstiuć
 Manager of Community Services/Clerk



MUNICIPALITY OF
West Elgin

Request for Proposal 2025

ANIMAL CONTROL SERVICES

Deadline for Receipt of Proposals: Monday, March 17, 2025 by 12:00 p.m.

Administrator(s) for this Project are:

Terri Towstiuc, Manager of Community Services/Clerk
22413 Hoskins Line
Rodney, ON N0L 2C0
clerk@westelgin.net

1) DEFINITIONS

In this Request for Proposal (“RFP”), in addition to terms defined elsewhere in this RFP, the following terms have the following meanings:

“**Bid**” or “**Bid submission**” or **Tender**” means an offer from any individual, person or entity submitted in response to RFP

“**Council**” means the Council for the Municipality of West Elgin.

“**Closing Date and Time**” means Monday, March 17, 2025 at 12:00 p.m. EST.

“**Form of Potential Contract**” means the Form of Potential Contract attached to this RFP as *Appendix “A”*.

“**Highest Scoring Respondent**” means the individual or entity that is scored the highest by staff reviewers in accordance with the Rated Requirement Best Evaluation Criteria set out in section 6(b) of this RFP and receives a Recommendation from staff.

“**Mandatory Requirement**” has the meaning described in section 3(a) of this RFP.

“**Municipality**” means the Corporation of the Municipality of West Elgin.

“**Proposal**” means a submission to the Municipality in response to this RFP.

“**Rated Requirement**” has the meaning described in section 3(b) of this Request for Proposal.

“**Recommendation**” means a recommendation by Staff only, which the Council may approve or disapprove.

“**Request for Proposal or RFP**” means this document, inclusive of all definitions and provisions contained therein.

“**RFP Response Form**” means the response form attached to this RFP as *Appendix “B”*, which is required to be submitted with any response to this RFP.

“**Respondent**” means the individual or entity responding to this RFP that has submitted a Proposal that is compliant with the terms and conditions of this RFP.

“**Substantial Compliance**” has the meaning as set out in section 3(c) of this RFP.

“**Upset Limit**” means the maximum amount payable by the Municipality to the Respondent for delivery of the supply of NFPA compliant self-contained breathing apparatus (SCBA) equipment as defined herein.

2) BACKGROUND AND OBJECTIVES OF THIS RFP

2.1 Background

West Elgin located in the westerly portion of Elgin County and sits halfway between the cities of London and Windsor in Ontario, Canada. Our population is approximately 5,060 people and growing with roughly 2,103 households (Stats Canada 2021). The area of land found within our boundaries is 32,209 hectares. We have a large agricultural base along with manufacturing, industrial and retail business activity.

As a lower-tier municipality, West Elgin is responsible for providing animal services under the Pounds Act and may have additional services or requirements through by-laws passed under the *Municipal Act*, 2001.

West Elgin are seeking an opportunity to formalize a potential contract with a new service provider through this RFP.

2.2 Objectives & Scope

Through this Request for Proposal (RFP), the Municipality is seeking proposals from qualified and experienced firms who are able to enter into an agreement commencing on April 1st, 2025 up to a three (3) year term with the potential for a two (2) year extension to provide:

- Animal Control By-law enforcement;
- Maintenance of a pound facility;
- Routine patrols;
- Emergency services;
- Statutory animal control officer duties, and;
- Other related duties in the Scope of Work, at the request of West Elgin

The successful respondent will be required to meet the following criteria:

- a. Act as the Poundkeeper under the by-law 2023-80, attached as Schedule C.
- b. Maintain a pound and adoption facility within an appropriate geographical location to West Elgin, which facility and its operation shall be and remain in compliance with all applicable regulations, bylaws and other enactments, and in particular the pound shall be maintained in a sanitary condition providing for humane treatment of animals impounded;
- c. Keep the pound open to the public during normal business hours;
- d. During normal business hours, answer questions from the public by telephone or in person relating to the by-law and the services;
- e. Provide an emergency contact number for use by West Elgin, the public or local police service and provide services outside normal business hours;
- f. Administer and enforce the By-law including without limitation attendance at any associated court appearances and legal proceedings, and shall

exercise the enforcement authority contained within the By-law and the enforcement by-law;

- g. Appear on behalf of West Elgin the prosecution of any municipal by-law or provincial offense notice/matters that are contested;
- h. Make recommendations to West Elgin cases where other By-law enforcement proceedings are necessary or desirable, including the commencement of summary proceedings, dog destruction orders under the *Dog Owners' Liability Act* or civil injunction proceedings for enforcement of the By-law;
- i. Assist West Elgin all legal enforcement proceedings with the retained prosecutor, including all required court appearances;
- j. Account to West Elgin all revenue from impoundment fees, boarding fees, fine revenues, adoption fees and fees, that are received by the contractor in the course of providing the Services;
- k. Remit to West Elgin no less than monthly all revenue received in the course of providing the Services;
- l. Keep a detailed record of accounts and activities in relation to the services;
- m. Prepare and deliver to West Elgin a quarterly report including at a minimum the following information:
 - Number of tickets, offence notices and warning notices issued;
 - Number and types of animals impounded, redeemed and euthanized;
 - Impoundment, boarding, adoption and ticket fine revenues received;
 - Number and types of complaints received; and
 - Number of hours spent on patrol and complaint response, with such information to cover both the reporting period and the year-to-date;
- n. Pursue on West Elgin behalf any civil remedy, including but not limited to dog destruction orders, injunctions or civil proceedings, authorized by resolution of the Municipality;
- o. Maintain a monthly pound log in which shall be recorded, on a daily basis, all pound related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in respect of the animal;
- p. Maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the

breed of the dog, the name and address of the dog owner, if known, the name of the person bitten and the details of any charges under the By-law or other legislation or regulations;

- q. Ensure that the Animal Control Officers assigned to carry out work covered by this contract:
- Have the skills, training and qualifications required to provide the Services;
 - Are thoroughly informed of the provisions of applicable By-laws, fine levels and offence descriptions;
- r. Allow officers and employees of West Elgin acting in the course of their duties access at all reasonable times to records maintained by the contractor under this contract;
- s. Provide after-hours emergency call-out service or extended shifts, whichever is applicable, for serious incidents that require services, including assistance to police, fire, and other by-law enforcement, and in relation to attacks by dogs on people or animals, injured animals, and other extraordinary situations deemed to involve public safety in relation to domestic animals;
- t. Provide all vehicles, equipment, supplies, clothing, labour, materials, offices, facilities and things whatsoever required for the provision of the Services;
- u. Respond to all requests for pick-up of confined animals during the hours of 8:00 a.m. to 8:00 p.m. every day of the year. The term “confined” shall mean “kept or restricted within certain limits” such as but not limited to the animal being kept or restricted to the interior of a garage or fenced in area;
- v. Shall play an integral role in Kennel License reviews including conducting kennel licensing and/or complaint inspections;
- w. Shall play an integral role in by-law enforcement and vicious dog matters including responding to dog attacks, dogs to be deemed as vicious, identified as Pit Bulls, and all *Dog Owner Liability Act* processes;
- x. Provide pound facilities for required quarantine periods as requested by the local health unit, police service or the municipality;
- y. Provide patrols upon request and pound facilities where dogs are found to be running at large;
- z. Provide names of employees to be appointed as By-law Enforcement Officers to the municipality for the purposes of enforcement of Animal Control By-laws and appointment of an Animal Control Officer(s);
- aa. Be in compliance with the *Occupational Health and Safety Act*;

- bb. Comply with the *Municipal Freedom of Information and Protection of Privacy Act*, with respect to any personal information that comes into the Contractor's possession in the course of its performance of the Services;
- cc. Confirm that the Respondent will act as an independent contractor.

Respondents must note that the Municipality of West Elgin, may choose a contract start date, term or other conditions based on the respective municipality's needs and within the scope of this RFP.

3) PROPOSAL CONTENT AND DOCTRINE OF SUBSTANTIAL COMPLIANCE

This RFP includes both mandatory and rated requirements. The Municipality requests Proposals which:

- i. confirm and demonstrate compliance with all of the stated mandatory requirements; and
- ii. respond to each of the stated rated requirements.

a) Mandatory Requirements

Mandatory requirements are expressed in this RFP using terms such as “**must**” or “**shall**” and are followed by the letter **(M)** in section 5 of this RFP.

These mandatory requirements will be understood to constitute imperative requirements of the Municipality with respect to this RFP. Respondents are required to provide a clear response to each mandatory requirement item in their proposals. If a mandatory requirement is not provided in a proposal, that proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (see Evaluation Methodology in section 6 of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Municipality in its sole and absolute discretion.

If a mandatory requirement is not technically feasible, not in line with industry standards, or contradicts other requirements, the Respondent should state so in writing through the Manager of Community Services/Clerk at clerk@westelgin.net on or before March 10, 2025 at 12:00 p.m. such that the concern may reasonably be addressed by the Municipality at its sole and absolute discretion through an Addendum, pursuant to section 9a of this RFP.

b) Rated Requirements

Proposals will be evaluated and scored pursuant to the evaluation methodology set out in section 6 of this RFP. The Rated Requirements Best Value Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Municipality's needs based on a “best overall value”. Rated requirements in this RFP are followed by the letter **(R)** in section 5 of this RFP and will be

assessed/scored by the Municipality in accordance with the Rated Requirements Best Value Evaluation Criteria set out in section 6b of this RFP.

Note to Respondents: It is essential that proposals be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Respondent's disadvantage.

c) Doctrine of Substantial Compliance

While it remains the Municipality's prerogative in its absolute and sole discretion to exclude any proposal from further evaluation or consideration for having failed to meet a mandatory requirement, the Municipality nevertheless reserves the right in its absolute and sole election to determine that a proposal substantively complies with a mandatory requirement. In such a case, substantive compliance means where the solution proposed, or the proposal itself:

- i. accomplishes a mandatory requirement using an alternative method than that envisaged by the Municipality; and
- ii. the degree that the proposal is apparently non-compliant with the specified requirement is considered by the Municipality to be minor and not material to the overall procurement intent of this RFP.

4) POTENTIAL CONTRACT

The Municipality reserves the right to accept or reject any and or all Proposals and/or to cancel this RFP in part or its entirety for final cancellation or potential reissue either in advance of or following the receipt of Proposals without providing reasons, should such be determined by the Municipality to be in its best interest in its sole and absolute discretion. Should only one Proposal be received, the Municipality reserves the right to reject it.

The Municipality does not guarantee that any proposal will produce a Recommendation by Municipal Administrative Staff to Municipal Council or any contract for services will ultimately be approved and endorsed by Municipal Council. A Recommendation is limited and defined in this RFP.

In the event that Council passes a resolution and by-law to enter into a contract with a Respondent, and such approved contract is not endorsed by the applicable Respondent within thirty (30) days, the Municipality reserves the right and ability to either enter into a potential contract with the next highest scoring Respondents in sequential order pursuant to the Evaluation Criteria or to cancel this RFP in its entirety for final cancellation or potential reissue.

In the event that no contract is entered into by Municipality for whatever reason, the Respondent in endorsing the RFP Response Form (*Appendix "B"*) does hereby acknowledge that no damages or liability flow from the inability for a contract to be reached and does hereby release and hold completely harmless the Municipality for any costs or

damages incurred by the Respondent in preparing a proposal or attempting to enter into a contract with the Municipality.

5) MANDATORY AND RATED REQUIREMENTS OF THIS RFP

a) Experience and Qualifications (M)(R) – 20 Pages Maximum

Respondents **must** have the requisite experience, resources, and qualifications to successfully meet the objectives of section 2 of the RFP. Respondents therefore **must** provide detailed information that clearly demonstrates the Respondent's qualifications, experience and resources available to deliver exceptional results to the Municipality.

The detailed information **must (M)** at minimum, provide the following and be ***no longer than twenty (20) pages in length***:

- i. A company profile, including an indication as to number of years in business;
- ii. A description of the ability of the Respondent to undertake the requirements of this RFP including policies, guidelines, standards and practices in order to meet its objectives as outlined in section 2 of this RFP;
- iii. A description of what the Respondent believes would be entailed in the completion of the scope of work to meet the objectives for this Project and how the respondent will meet the required criteria of this RFP as outlined in section 2.2;
- iv. The qualifications and experience of personnel assigned to the Municipality, with an emphasis on those with the desired areas of expertise as identified in section 2.2 of this RFP.

Proof of Ontario Society for the Prevention of Cruelty to Animals (OSPCA) certification must be provided for staff.

***Resumes shall be provided as an Appendices and not count towards the twenty (20) page Proposal maximum.**

- v. Provide a minimum of three (3) public sector references for which the Respondent has performed services with similar objectives and deliverables to this RFP.
****Award of the Request for Proposal is subject to reference checks deemed satisfactory to the Municipality at its sole discretion. The Municipality reserves the right to request further information and/or references from one or any number of Respondents.***
- vi. Provide a list of any additional services or products that the Respondent may provide as it relates to the services.
- vii. If applicable, outline the level of supports available, if any, to the personnel assigned from other professionals (agencies?).

b) Facility Details (M)(R) - 10 Pages Maximum

Respondents are to detail the facility that is to be used to board animals in their possession. At a minimum this information should include:

- i. Age and size of the building;
- ii. If the building is heating and air conditioned;
- iii. Number of kennels and other boarding areas;
- iv. Any other spaces (runs, medical areas, etc.);
- v. Reception availability and hours.

Photos should be provided of the facility and will receive preference upon evaluation.

c) RFP Response Form (M)

Respondents **must** endorse and submit with its Proposal, the RFP Response Form attached to this RFP as **Appendix "B"**, which confirms that if the Respondent's Proposal receives a Recommendation and council passes a resolution and by-law approving a Proposal, that the Respondent will use the form of potential contract substantially as set out in **Appendix "A"**, with changes at the discretion of the Municipality.

d) Additional Services (M)(R)

Please provide a list of any additional services or products that the Respondent may provide as they relate to the Services.

d) Pricing Model (M)(R)

Proposals **must (M)** at minimum, provide the following:

- i. Pricing submitted are to include all costs in association with providing services for this Request for Proposal. The Municipality shall not be billed beyond the pricing submitted unless those additional services/expenses are agreed upon in writing prior to taking place.
- ii. Total all-inclusive upset cost to complete the entire Project, including labour, mileage, boarding, veterinary costs and any other fees that may be applicable. The *per diem* rates for all proposed staff must be provided. This cost shall be considered the Upset Limit of the Project.
- iii. The price submitted for this project shall identify any and all taxes that would be required to be paid by the Municipality, including Harmonized Sale Tax ("**HST**"), duties and excise taxes, however the cost of taxes must be clearly identified and distinguishable from the overall price.
- iv. Prices quoted **shall** be for a firm fixed price without escalator clauses or other qualifications for the duration of the Project. All pricing shall be expressed in Canadian currency.

- v. Include an hourly cost model that may be incorporated into a contract based on the required criteria in section 2.2 of this RFP and the additional services in section 5.a.vi of the RFP.

6) EVALUATION METHODOLOGY

a) Examination for Compliance with Mandatory (M) Requirements

Proposals will first be examined for compliance with the mandatory requirements of this RFP. If a mandatory requirement is not provided in a Proposal, that Proposal will be considered non-compliant with this RFP and will be unable to be evaluated/scored under the Rated Requirements Best Value Evaluation Criteria (section 6)b) of this RFP) unless the doctrine of substantial compliance (as defined in this RFP) is deemed to apply by the Municipality in its sole and absolute discretion.

b) Rated (R) Requirements Evaluation Criteria

The rated requirements of compliant Proposals will be evaluated under the Rated Requirements Evaluation Criteria provided in the table below. The Rated Requirements Evaluation Criteria rates how strongly and the ease at which the characteristics of the mandatory requirements provided in proposals meet the Municipality’s needs based on a “best overall value” rated formula.

The proposal which includes the lowest cost or any proposal at all will not necessarily be accepted by the Municipality. The basis for determining the Highest Scoring Respondent for potential Recommendation is the proposal that provides the best overall value as determined by the exercise of the Rated Requirements Best Value Evaluation Criteria. A Recommendation is limited, as defined herein.

Evaluation Criteria Stage 1: Evaluation of Submitted Proposals

ITEM	RATED REQUIREMENTS EVALUATION CRITERIA (BEST VALUE)	EVALUATION WEIGHING
1.	Experience and Qualifications (5a) 50 points	50%
2.	Facility Details (5b) 30 points	30%
3.	Pricing Model (5d) The formula to be utilized is as follow: Lowest Submitted Proposal Price Divided By Respondent’s Proposed Price Multiplied by the Evaluation Weighting 30 points	20%
TOTAL		100%

It is a Respondent's responsibility to carefully prepare their respective Proposal and ensure that such is submitted in the most favorable terms in order to reflect its best possible potential. Failure to do so could result in disqualification if a mandatory requirement is not met or could result in a less than optimal performance under the Rated Evaluation Criteria.

7) GENERAL CONDITIONS OF THIS RFP

a) General Conditions

Every Mandatory Requirement and other rights reserved in this RFP by the Municipality, regardless of whether not it is expressed to be a condition, shall be deemed to be a condition to this RFP.

b) Independent Contractor Status/Declaration of Potential Conflicts/Litigation History

The Respondent acknowledges that in providing a Proposal, it does so as an independent contractor and for the sole purpose of potentially providing consultant services to the Municipality as an independent contractor. In the event that it enters into a contract approved by Council, neither the Respondent, any of its personnel or any of its permitted subcontractors would be engaged as an employee or agent of Municipality.

Any potential conflicts of interest that a Respondent may have with the Municipality or any employee of the Municipality **must** be identified and described in detail in the Proposal of each Respondent.

The Respondent **must** describe in detail any outstanding litigation and any unresolved potential claims involving the Municipality. If there is any such history with the Municipality, it should be described in the Proposal.

c) Deliverables in Any Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event they were to enter into a potential contract with the Municipality approved by Council, the Highest Scoring Respondent would be required to provide the following deliverables identified in section 2.2 of this RFP in addition to any additional deliverables the Respondent identified within their Proposal.

d) Form of Potential Contract

The Respondent, in submitting a Proposal, hereby acknowledges that in the event they were to enter into a potential contract with the Municipality that is approved by Council, it would be necessary for the Respondent to endorse a contract in a form set out in the Form of Potential Contract attached to this RFP as **Appendix "A"**.

e) Indemnity, Insurance, Safety and Accessibility Acknowledgements

The Municipality expects consultants to stand behind their work and carry appropriate insurance in its/his/her course of business. Without limiting subsection 7(d) above, the Respondent in submitting a Proposal hereby acknowledges that in the event they were to enter into a potential contract with the Municipality, it would be required to confirm the occupational health and safety, AODA, and insurance requirements set out in subsections 1.14, 1.15 and 1.17 of the Form of Potential Contract (*Appendix "A"*).

For a copy of the AODA, a Respondent may visit www.e-laws.gov.on.ca and view the Ministry of Community and Social Services' helpful information on www.accessON.ca concerning how to comply with the legislation.

f) Subcontracting and Assignment

The Respondent acknowledges that in any potential contract with the Municipality, no subcontracting or assignment of rights and obligations will be permitted, without the written consent of the Municipality, as set out in subsection 11 and 12 of the Form of Potential Contract (*Appendix "A"*).

8) ADDITIONAL SPECIAL CONDITIONS OF THIS RFP

a) Addenda

The Municipality reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals (**Monday, March 17, 2025, 12:00 p.m.**). Any necessary addenda to this RFP will be posted on the Municipality of West Elgin website ONLY. The Municipality at its discretion may or may not change the date for submissions depending on the date and extent of any Addenda.

b) Question Period

In the event any Respondent has clarification question(s) on the requirements for the submission of a proposal pursuant to this RFP, such questions must be submitted to the Manager of Community Services/Clerk at clerk@westelgin.net on or before Monday, March 10, 2025 at 12:00 p.m. Only questions requesting clarification of the requirements for the submission of a Proposal will be answered.

c) Information Clarification

If determined necessary at the sole discretion of the Municipality, Respondents may be requested to clarify information contained in Proposals by telephone and/or virtual meeting/communication technology.

d) Potential Start Date

In the event the Municipal Council determines that it wishes to resolve to enter into a contract with a successful Respondent, the Respondent must be able to commence work

on the Project immediately upon endorsement of such contract in order to maintain the timeline identified in section 2 of this RFP.

e) Non-Exclusive contract

Any potential contract awarded as a result of this RFP will be non-exclusive. The Municipality may, at its sole discretion, purchase the same or similar services from other sources during the term of the contract.

f) Performance Evaluation

Any consultant working with the Municipality may be subject to a performance evaluation during the course of and/or at the conclusion of any potential contract.

g) Confidentiality/Freedom of Information

The Respondent acknowledges that any and all information relating to the business and affairs of the Municipality which is not a matter of public record is confidential and that in the event Council resolves to enter into a contract with a Respondent, such contract would include the confidentiality clause set out in the *Schedule "A"* Form of Contract, requiring the strict protection of such confidentiality by the Respondent.

All documentation submitted to the Municipality by Respondents to this RFP is subject to *MFIPPA*, which is a provincial statute governed by the Province under the auspices of the Privacy Commissioner. The Municipal Clerk has been designated by Council to make privacy determinations in accordance with *MFIPPA*.

All Proposals **shall** be submitted by the Respondent on the understanding that the Proposals shall become the property of the Municipality and may be made public by the Municipality as part of a public Council agenda. Should a Respondent believe that their Proposal contains a trade secret or technical, commercial, financial, or labour relations that could reasonably be expected to prejudice its competitive position, it **must** state the portions of the Proposal that are so affected in his/her/its Proposal. In the event such statement is made in a Proposal, the Municipality will make a reasonable attempt to treat such material as confidential, subject to its limitations under section 239 of the limitations of *Municipal Act* and the provisions of *MFIPPA*, as amended or replaced. In light of the above-noted municipal limitations, the Respondent does hereby fully release and hold harmless the Municipality, including its respective Mayor (as applicable), Councillors, officers, directors, employees, agents, consultants, representatives, and legal counsel from and against all responsibilities, claims, causes of action, demands, losses, costs, charges, fees, expenses, duties, dues, accounts, covenants, or other proceedings of every kind or nature whatsoever at law or in equity brought against, suffered by or imposed as a result of the release of all information contained in his/her/its respective Proposal, including proprietary and personal information, in the event the Proposal is considered at a municipal Council meeting, is required to be disclosed pursuant to the provisions of *MFIPPA*, or is ordered to be disclosed by the Office of the Privacy Commissioner.

h) Lobbying Prohibited

All Respondents, including their subcontractors, consultants, agents, officials and employees will not engage in any form of political or other lobbying whatsoever with

respect to this RFP or seek to influence the outcome of this RFP process. This anti-lobbying clause extends to all members of the Municipality, Council and/or local area municipal Councillors within all municipalities within the service area, their respective staff members or their appointees, including members of the Municipality RFP evaluation teams. In the event of any such lobbying, the Municipality will reject the Respondent's submission without further consideration and terminate that Respondent's right to continue in the RFP process. All correspondence or contact by interested parties with the Municipality with respect to this RFP must be directly and only with the representative designated by the Municipality.

It should be duly noted by Respondents that this anti-lobbying clause extends from the release date of this RFP through the date and time when the Highest Scoring Respondent have been named in the event that Highest Scoring Respondent is are named, or when the RFP has been terminated. Any activity contrary to this provision undertaken during this timeframe will result in the Respondent's immediate disqualification from the process. This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings or any public deputations that may be made to staff or Council.

i) Black Out Period

The Municipality prohibits communications with respect to this RFP initiated by a Respondent to any Municipality official, consultant or employee whom is not designated in the RFP document for the period of time from the RFP closing date up to and including the date of consideration by Municipal Council (the "**Black Out Period**").

The Administrator of this RFP, may communicate with the Respondent during the Blackout Period for the purpose of obtaining information or clarification necessary in order to ensure a proper and accurate evaluation of the Proposal.

Any communication during the Black Out Period, initiated by a Respondent must be limited exclusively to the Administrator (or his designate). Contact with any other party during the Black Out Period may be grounds for disqualifying the offending Respondent from consideration for any Recommendation, any potential contract and/or any future Municipal solicitations.

This clause shall not be construed as prohibiting any activity which is duly authorized as part of the procurement process, including clarification questions/meetings, or any public deputations that may be made to staff or Council.

j) Joint or Consortium Proposals

Each member of a joint or consortium proposal shall be jointly and severally liable for all obligations under any potential Contract. Joint or consortium Proposals must have one Prime Contact who will be responsible for executing all documentation in response to this RFP on behalf of the joint or consortium proposal team.

A written statement from an officer of the proposed joint proposal or consortium members must also be provided, indicating a willingness to comply with the terms and conditions of this RFP.

k) Terms of Payment (including invoicing)

In the event Municipal Council passes a resolution and by-law to enter into any contract, payment on any potential contract will be made in response to invoices itemized in accordance with the final executed contract, provided: (i) the invoices are based on work/deliverables described in the scope of the Project and are consistent with the timetable of each negotiated deliverable, (ii) the services that are the subject matter of the invoices are completed to the Municipality's satisfaction, and (iii) the Highest Scoring Respondent is not in default of its obligations under the contract.

In its efforts to meet strategic goals in the delivery of its core services to promote efficiencies, sustainability and reduce costs, the Municipality is moving several of its processes to electronic protocols. Electronic invoicing is a payment requirement for the Project. The Municipality will provide the Highest Scoring Respondent with several format options acceptable to the Municipality and any ultimate contract shall require the remittance of invoices accordingly.

l) Inspection of Books, Payrolls, Accounts and Records

The Municipality and/or the Ministry of Labour shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to any potential contract (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of a Respondent, including, but not limited to those kept by a Respondent, its employees, agents, assigns, successors and subcontractors. Use of subcontractors is subject to the written consent of the Municipality.

Any Respondent shall maintain and preserve all original books and records, together with such supporting or underlying documents and materials, for the duration of the contract and for at least two years following the completion of the contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to the Municipality through its employees, agents, representatives, contractors or other designees, during normal business hours at the Highest Scoring Respondent's office or place of business, and the Respondent shall supply certified copies of payrolls and any other records required by the Municipality as and when called for. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Glencoe, Ontario, which is convenient for the Municipality.

The above shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the Municipality may have by Federal, Provincial, or Municipal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied.

m) Contract Termination

In any potential contract, if the Municipality determines that a Respondent, in the opinion of the Municipality, has failed to satisfactorily perform the services in accordance with the terms and conditions of any contract entered into, the Municipality reserves the right to terminate the contract forthwith by delivering notice of termination to the Respondent. Furthermore, the Municipality at its sole discretion, reserves the right to terminate any potential contract without showing cause, prior to its conclusion, upon giving at least thirty (30) days written notice to a Respondent.

In the case that termination of a contract becomes necessary, the Municipality shall pay all reasonable costs incurred by a Respondent up to the date of termination, less any excess costs incurred by the Municipality in re-procuring and completing the work where the termination is for cause. However, in no event shall the Respondent be paid for any amount that exceeds the price of the agreed fee for the work performed. A Respondent will not be entitled to, or reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

9) Bidding Conditions

a) Tender Opening and Closing

All tenders must be received on or before Monday, March 17, 2025, at 12:00 noon. Tender submissions must be mailed to the indicated address, delivered in person to the municipal office, or emailed to Clerk@westelgin.net for them to be considered received. Clearly indicate the contents of your submission. Tenders will be open as soon as possible, thereafter.

b) Address and Information

Tenders should be submitted to:

ATTN: Clerk
Municipality of West Elgin
22413 Hoskins Line Rodney, On N0L 2C0
Telephone 519-785-0560
Clerk@westelgin.net

Documents are available in alternate formats, where practical, upon request. Please contact the Clerk at 519-785-0560 or by email at clerk@westelgin.net if you require an accessible format.

d) Timeline of RFP Events

Event	Date
Posting of RFP	February 11, 2025
Final date for submission of clarification questions (by 12:00 p.m.)	March 10, 2025
Posting answers to clarification questions	March 13, 2025
Deadline for receipt of proposals (by 12:00 p.m.)	March 17, 2025

Please Note: the dates referenced above are an approximation only and are subject to reasonable change by the Municipality

***APPENDIX "A":
FORM OF POTENTIAL CONTRACT***

SERVICES AGREEMENT

THIS AGREEMENT effective the ____ day of _____, 2024.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(hereinafter referred to as the "**Company**")

OF THE FIRST PART

- and -

Page **17** of **37**

(hereinafter referred to as the “**Contractor**”)

OF THE SECOND PART

WHEREAS, the Company and the Contractor have agreed to engage the Contractor to provide certain prescribed services to the Company for a fixed term as an independent contractor;

AND WHEREAS, the Company and the Contractor wish to set out the terms and conditions under which the Contractor will provide the prescribed services during the term of the engagement;

NOW THEREFORE, in consideration of the terms and conditions described below and the sum of \$1.00 paid by the party of the First Part to the party of the Second Part, the sufficiency and receipt of which is hereby acknowledged, the Company and the Contractor agree as follows:

1. Services Engagement

1.1 The Company retains the Contractor as an independent contractor to provide the Services described in Schedules “A”, “B” and “C” for the charges set out in Article 3.0 hereof, and in accordance with all other terms and conditions of this Agreement. Schedules “A”, “B” and “C” are appended to and form part of this Agreement. All personnel of the Contractor who are assigned to perform the Services by the Contractor must be pre-approved by the Company.

1.2 The Contractor shall undertake the Services diligently, in a good, workmanlike and professional manner, in accordance with accepted industry standards, in good faith and in the best interests of the Company. The Contractor shall adhere to all applicable federal, provincial and municipal laws and regulations in the provision of the Services.

1.3 The Company acknowledges and agrees that the Contractor may provide the same or similar services to other parties, provided that the provision of services to other parties does not conflict with, or in any manner detract from, the Contractor providing the Services or otherwise undertaking its responsibilities under this Agreement.

2. Term and Commitment

2.1 Subject to the provisions for earlier termination as hereinafter provided, the term of this agreement shall begin effective _____ and continue in effect until _____ at which time the agreement will cease.

2.2 The Contractor shall perform the services required by this Agreement for Animal Control Services during the term of this Agreement. Due to the unique nature of this agreement, it is understood and agreed that in order to properly perform the job required, the Contractor may have to spend additional time in advance of or beyond the normal work day, and the Contractor agrees to do same as is required from time to time.

3. Charges and Payment Terms

3.1 As complete consideration for provision of the Services, the Company shall pay the lump sum rate monthly as set out in the Proposal for Animal Control Services attached as Schedule "B" to this agreement. As a Contractor, the Contractor will not be eligible for any benefits offered by the Company.

3.2 The Contractor will be solely responsible for any of its regular business expenses which are independent of this Agreement, including office rent, utilities, telephone, insurance and other of his ongoing expenses. The Company shall also not reimburse the Contractor for costs incurred by the Contractor in performing the Services of this Agreement, including costs of travel, meals and accommodation.

3.3 Payment shall be made in Canadian currency and payable upon signoff from the Municipality at project completion, within thirty (30) Business Days following receipt of an invoice from the Contractor to the Company prescribing the amount earned and how it was determined. In order to process an invoice, the Company must be provided with the Contractor's HST registration number.

3.4 The Contractor shall be responsible for any tax on the income of the Contractor. Any taxes levied on such income of the Contractor shall be separately identified on any invoice submitted by the Contractor. The Contractor shall remit all taxes relating to the performance of the Services, and shall indemnify and hold the Company harmless for any costs, charges, penalties or other legal liability caused to the Company as a consequence of the non-payment or delay in payment by the Contractor of such taxes.

4. Limitation of Liability

4.1 Save for the gross negligence or willful misconduct of the Company, the Company shall not be liable for any death or injury to the Contractor, its Contractors, agents or subcontractors, or for any damage or loss to equipment or other material of the Contractor in the course of provision of Services or otherwise arising out of this Agreement.

5. Termination

5.1 This Agreement and the contractor relationship between the parties shall be terminated in each of the following circumstances:

- (a) at the option of the Company for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Contractor;
- (b) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor if the Contractor becomes insolvent or bankrupt or makes an assignment for the benefit of its creditors, or if a receiver is appointed in respect of the Contractor's property, or if the Contractor is otherwise unable to carry on business;
- (c) at the option of the Company, forthwith upon the giving of notice, in writing, to the Contractor by virtue of a material breach by the Contractor of this Agreement or the attached Confidentiality and Proprietary Information Agreement signed by the parties;
- (d) at the option of the Contractor for convenience, forthwith upon the giving of three (3) weeks prior notice, in writing, to the Company; or
- (e) by mutual agreement of the parties hereto.

5.2 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to those provisions intended to survive and remain in effect.

6. Confidential Information

6.1 The Contractor acknowledges that, in the course of fulfilling his duties hereunder, it may have access to and be entrusted with confidential information, the disclosure of which could be detrimental to the Company. The Contractor further agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Company is entitled to protect. Accordingly, the Contractor agrees that it will not, during the continuance of this agreement, disclose any such confidential information to any person, firm or corporation, nor shall they use, copy, transfer or destroy same, except in the normal course of work hereunder, and thereafter will not disclose or make use of same. The Contractor agrees to take all reasonable precautions to prevent inadvertent disclosure, use, copying, transfer or destruction of any confidential information.

6.2 The Contractor agrees and acknowledges that confidential information includes but is not limited to: work product whether generated by Contractor or others, internal personnel of the Company, contracts, and all information which becomes known to the Contractor, even if such information is not identified confidential if the Contractor knew or ought to have known was confidential. Confidential information does not include the general skills and experience gained during the Agreement which the Contractor could reasonably have been expected

to acquire in similar work or that which was publicly known without the breach of this Agreement.

6.3 The Contractor agrees and acknowledges that all documentation containing Confidential Information in the Contractor's possession will be returned to the Company within five days of the termination of the Agreement, or upon request of the Company.

6.4 The Contractor agrees and acknowledges that these obligations regarding Confidential Information remain in effect perpetually and will exist notwithstanding any breach or repudiation or any alleged breach or repudiation of this Agreement by either party. Further, the Contractor agrees and acknowledges that any dissemination of Confidential Information or use of Confidential Information for personal gain will cause the Company irreparable harm that may not be compensated for by damages alone.

6.5 The Contractor acknowledges that any breach or threatened breach of this section by the Contractor will entitle the Company to terminate the Agreement for just cause immediately and without notice, and without compensation in lieu of notice.

7. Personal Information Protection

7.1 The parties acknowledge that in performance of the Services under this Agreement, the Contractor may be provided with or otherwise obtain access to personal information collected, used or disclosed by the Company for business purposes. The Contractor shall not access, use, disclose or otherwise make available any such personal information except as permitted to do so by the Company in undertaking the Services under this Agreement.

8. Recourse on Breach

8.1 The Contractor acknowledges that damages may not be a sufficient remedy for the Contractor's breach or threatened breach of this Agreement. The Contractor agrees that the Company may apply for and obtain any interim relief, including injunctive relief, which relief is in addition to such rights as the Company may have to damages arising from any Contractor breach, or threatened breach, of this Agreement.

9. Indemnification

9.1 The Contractor, at its own expense, will defend and indemnify the Company, its directors, officers, and employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in

connection with the provision of Services by the Contractor or its breach of this Agreement.

9.2 The Company, at its own expense, will defend and indemnify the Contractor, its directors, officers, or employees from any third-party claims or actions for loss, damage or liability, including reasonable legal costs, as a result of or in connection with the undertaking by the Company of its duties or obligations under this Agreement.

10. Dispute Resolution

10.1 In the event of any dispute arising out of or relating to this Agreement, the parties agree first to engage in prompt and serious good faith discussions to resolve the dispute. If such discussions fail to resolve the dispute within thirty (30) days, the parties shall try to resolve the dispute through mediation. If such mediation fails to resolve the dispute, Consultant and the Company agree that any and all disputes, claims or controversies arising out of or related to this Agreement, including any claims under any statute or regulation, shall be submitted for binding arbitration.

11. Assignment

11.1 This Agreement shall be binding upon the Company, and any successor government into which the Company may hereafter be merged, unified or consolidated. This Agreement may not be assigned by the Contractor.

12. Entire Agreement

12.1 This Agreement constitutes the entire Agreement between the Contractor and Company, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the relationship of the Contractor to the Company. This Agreement may not be modified or amended except in writing by the Company with the agreement of the Contractor.

13. Amendment & Waiver

13.1 Any waiver, modification or cancellation to this agreement must be in writing and signed by the Parties to have any force or effect.

14. Severability

14.1 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

15. Governing Law

15.1 This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario.

16. Titles/Headings

16.1 All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

17. Notice

17.1 Any notice required to be given under this agreement shall be delivered personally or by email to the opposite party, or shall be deemed delivered personally four (4) days after depositing in the mail postage prepaid addressed as follows:

To the Company: Terri Towstiuc, Clerk/Manager of Community Services
The Corporation of the Municipality of West Elgin
22413 Hoskins Line, Rodney, ON
N0L 1C0

To the Contractor: _____

18. Insurance

18.1 Insurance:

a) Comprehensive General Liability and Automobile Insurance:

The Consultant shall carry a Commercial General Liability (“**CGL**”) Insurance policy with coverage of not less than five million dollars (\$5,000,000.00) per occurrence for general liability, contractual liability, products & completed operations, bodily and personal injury (including death), damage to property (including loss of use thereof).

The CGL shall contain both cross liability and severability of interest clauses.

b) Errors and Omissions Insurance

The Consultant shall carry Errors and Omissions coverage for potential errors and omissions arising from the provision of its work in an amount determined to be appropriate by the Municipality, underwritten by an insurer licensed to conduct business in the

Province of Ontario. The Errors and Omissions coverage shall be in force for each year of any potential contract and renewed for three (3) years post termination of any potential contract;

c) Aggregate Amounts

Where such policies set out in 18.1 a) and b) above have aggregates, the minimum acceptable aggregates shall be five million dollars (\$5,000,000.00).

d) Proof of CGL & E&O Insurance

Prior to the commencement of consulting services and at any time upon request of the Client, the Consultant shall provide the Client with proof of the above-noted insurance coverage on a Certificate of Insurance acceptable to the Client. .

e) Coverage Change by Consultant:

The insurance policies set out in Article 18.1 above shall be endorsed to provide that the coverage shall not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

f) Increased Coverage for Project

The Municipality trusts that as a business operator, the Consultant carries appropriate insurance coverage for the Project without increased fees to the Municipality. In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Consultant shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Consultant's expense.

g) WSIB Certificate

Prior to the commencement of Services, the Consultant shall provide to the Municipality a satisfactory clearance certificate from the Workplace Safety Insurance Board both prior to the commencement of work and at any time during the Project, stating that all assessments or compensation payable to the Workplace Safety Insurance Board have been paid and that coverage of its workers is valid. If the Consultant is a sole proprietor, an Independent Operators Ruling is required. The Highest Scoring Respondent shall download the Form that corresponds to the classification of Work for which this RFP is the subject from the Workplace Safety and Insurance Board site at: <http://www.wsib.on.ca> and submit the completed form to WSIB to receive the Independent Operators Ruling. The WSIB Ruling must be submitted to the Municipality prior to commencement of the Work. The Highest Scoring Respondent shall maintain such Insurance or pay such assessments as will protect the Highest Scoring Respondent and the Municipality from claims under *Workplace Safety and Insurance Act* and from any other claims for damage from personal injury (including death), and property damage which may arise from a successful Respondent's work under contract. In the event a successful Respondent is exempt from WSIB or has opted out, confirmation of Employer's Liability Insurance in the amount of

\$2,000,000.00 is required. Such coverage can be confirmed on a Certificate of Insurance form deemed acceptable by the Municipality.

19. Independent Legal Advice

19.1 The Contractor acknowledges that he has had the opportunity to obtain independent legal advice before executing this Agreement and acknowledges that he fully understands the nature of this Agreement, which the Contractor voluntarily enters into.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective as set out at the top of page one (1) of this Agreement.

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

Per:

Terri Towstiuc, Clerk/Manager of
Community Services

*I have authority to bind the
Corporation.*

CONTRACTOR

Date: _____

Name:

I have authority to bind _____.

Date: _____

Witness:

APPENDIX “B”: RFP RESPONSE FORM



MUNICIPALITY OF
West Elgin

RFP RESPONSE FORM (ACKNOWLEDGEMENT)

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. Without limiting the foregoing, I/we agree that, in the event that the Municipality passes a resolution and by-law approving a Proposal, that the Respondent will use the form of potential contract substantially as set out in Appendix “A”, with changes at the discretion of the Municipality.

I/We the undersigned authorized signing officer of the Respondent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, Appendixes, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Respondent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Municipality is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Municipality’s representatives, relative to this proposal.

I/We further declare that the agent listed below is hereby authorized by the Respondent to submit this proposal and is authorized to negotiate on behalf of the Respondent.

I/We further agree in submitting this proposal, we recognize the Municipality may accept any proposal in whole or in part, or elect to reject all proposals.

Dated at _____, Ontario this ____ day of _____, 20 ____.

_____ Name of Respondent (please print)

Per: _____ Signature of Respondent

_____ (Name), _____
(Position)

I have authority to bind the _____ (business type)

Note: Failure to sign this page and include with your submission will result in non-acceptance of your submission.

Schedule "C" West Elgin By-law 2023-80

The Corporation of the Municipality of West Elgin

By-Law No. 2023-80

Being a by-law to put in place regulations associated with the control and registration of animals within the Municipality of West Elgin, and Repeal By-law 2020-74

Whereas the *Municipal Act, S.O. 2001, C.25* Sections 11, 103, 105 and 391(1), as may be amended from time to time, provides that a municipality may pass by-laws prohibiting, regulating and restricting the keeping of animals or any class thereof, the destruction thereof and allow for a licensing and animal identification system; and

Whereas the *Provincial Animal Welfare Services Act, R.S.O. 2019 C. P13*, Section 13 provides that every person who owns or has a custody or care of an animal shall comply with the standards of care and the administrative requirements with respect to every animal that the person owns or has custody or care of; and

Whereas the *Animals for Research Act, R.S.O. 1990, C. A22*, Section 20 provides for the impounding and sale or destruction of a dog or cat; and

Whereas the *Dog Owners Liability Act, R.S.O. 1990, C.D16*, as amended, provides for the protection of persons and property; and

Whereas the *Ontario Police Services Act, R.S.O. 1990, C. P15*, as amended, provides that Council may appoint Municipal By-Law Enforcement Officers to enforce all municipal by-laws; and

Whereas the Council of the Corporation of the Municipality of West Elgin deems it necessary and expedient to pass such a by-law;

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

1. Definitions

"Council" means the Council of the Corporation of the Municipality of West Elgin;

"Dangerous Dog" shall mean any dog:

- a) That has bitten or injured a human being or domestic animal; or
- b) that has been threatening or aggressive towards a human being or
or
domestic animal

“Dog” shall mean a male or female *Canis familiaris*;

“Distress” means the state of being in need of proper care, water, food or shelter or being injured, sick or in pain or suffering;

“Domestic” means an animal that is not wild, untamed, uncultivated, feral or brutal in nature of disposition;

“Feed” or “feeding” means the deliberate act of furnishing, or making food or other substances available which is likely to be consumed by wild animals, strays, feral or abandoned animals;

“Food” means any substance or food which could reasonably be expected to be consumed by a wild animal, but does not include:

- a) compost kept in accordance with all applicable by-laws, statutes or regulations;
- b) landscaping materials used for landscaping purposes; or
- c) food being grown for human consumption

“Guide dog” shall mean a dog trained and certified for a guide for the blind, hearing impaired or other disability and used as such;

“Kennel” shall mean:

- a) A place where more than two dogs are kept for the purpose of show, training, breeding, selling; or
- b) A place where more than two dogs are kept and cared for on behalf of the owners of the dogs, boarding, grooming or temporary housing;

“Municipality” shall mean the Municipality of West Elgin;

“Muzzle” shall mean a humane fastening or covering device of adequate strength over the mouth to prevent a dog from biting, yet still allows a dog to pant or drink;

“Officer” shall mean the Animal Control Officer or By-law Enforcement Officer or pound keeper designated by the Municipality of West Elgin Council as a Municipal By-law Enforcement Officer, and/or a Police Officer providing Police Services to the Municipality;

“Owner” of an animal includes a person who possesses or harbours a dog and, where the owner is a minor, the person responsible for the custody of the minor;

“Police Work Dog” shall mean a dog trained to aid law enforcement officers and used by such officers in the execution of their duties;

“Pound” shall mean such premises as approved from time to time by Council;

“Pound keeper” shall mean the person appointed as such by Council;

“Premises” shall mean all the abutting lands owned by a person, or over which a person exercises control, including a building, buildings or a part of a building located on the lands, and includes vacant lot or lots;

“Property Owner” shall mean the registered owner of the real property and shall include family members or tenant of the property owner who may be residing at the property;

“Pure bred” shall mean registered or eligible for registration in the register of the Canadian or American Kennel Clubs, or of a class designated as pure-bred in any regulations passed pursuant to provincial legislation;

“Running at large” shall mean to be found in any place other than the premises of the owner of the animal and not under the control of any person;

“Tag” shall mean a metal tag issued by the Municipality and indicating the number under which the dog is registered;

“Wildlife” shall mean an animal, other than birds, which has not been made tame nor has been taught to live with and under the control of humans.

2. Number of Animals

- a) No person shall keep, harbour or possess more than a maximum number of three (3) dogs at one time in a dwelling unit, within West Elgin, with the following exceptions:
 - i) A Municipally licenced kennel;
- b) No persons shall harbour more than three (3) dogs at any one time in a dwelling unit within the West Elgin, with the following exceptions:
 - i) An animal hospital;

- ii) A pound or authorized facility;
- iii) A pet store;
- iv) A registered research facility or supply facility under the *Animals for Research Act*.

3. **Dog Kennels**

- a) Any person or persons who keep more than two dogs, which are aged over three months, at one location shall apply for a kennel license as set out in attached Schedule "A". No person shall erect, maintain or operate a kennel without first having obtained a permit.
- b) A kennel license may be issued to the owner of confined dogs kept exclusively for hunting, working or dog-sled purposes.
- c) The Council of the Municipality of West Elgin reserves the right to refuse a kennel license.
- d) Every person who holds a kennel license shall comply with the following requirements:
 - i) The license shall be exposed at all times in a conspicuous place in the interior of the premises;
 - ii) The premises shall be maintained in a sanitary, well ventilated, clean condition and free from offensive odours;
 - iii) The animals shall be kept in sanitary, well bedded, well ventilated, naturally lighted, clean quarters and a healthful temperature shall be maintained at all times;
 - iv) The animals shall be adequately fed and watered and kept in a clean, healthy condition, free from vermin and disease;
 - v) The kennel building shall be in a separate building and shall not be attached to any building used or capable of being used for human habitation;
 - vi) The kennel building and its location shall conform to the applicable zoning by-law and the Ontario Building code and the building shall be maintained in damage-free condition;
 - vii) The kennel floor shall be thoroughly cleaned daily, or more often if necessary;
 - viii) Any cage shall be adequately sized to allow the animal to extend its legs to their full extent, to stand, sit, turn around or lie down in a fully extended

position. There must also be sufficient space to enable species appropriate contact, provide bitches with nursing puppies an additional 10% space per nursing puppy, and provide for the social and behavioural needs of the dog;

- ix) Cages are to be constructed of metal, wire, or partly of wire and shall have metal or other impermeable bottoms, which shall be cleaned and washed daily, or more often if necessary;
 - x) Whelping facilities shall be separate from the individual and/or group kennel enclosures housing other kennel dogs;
 - xi) The whelping area shall consist of a whelping box which is 2 1/2 times the size of the bitch, constructed with four sides and a floor, and shall be regularly cleaned and sanitized.
- e) The Officer may inspect any place where the animals are kept, pursuant to this by-law.
 - f) If the kennel is found not to conform to the requirements set out herein, the Officer may direct that the animals be seized and impounded and may revoke the license issued to the kennel.
 - g) Every owner or operator of a kennel shall allow access to the facility for the purpose of inspection at all reasonable hours by an Officer.
 - h) Every owner or operator of a kennel shall allow access to the facility for an annual inspection as part of the renewal process and the inspector shall complete the Kennel Inspection Checklist as shown in attached "Schedule B"

4. Running At Large

- a) Every owner shall ensure that his or her dog does not run at large within the Municipality of West Elgin.
- b) A dog running at large may be seized and impounded and may be sold or destroyed by the pound keeper following Seventy-Two (72) hours (excluding day in and day out) redemption period excluding Saturday, Sunday and Statutory Holidays.
- c) A dog that is seized and impounded, will not be released until pound, maintenance, veterinary, or other fees have been paid.

- d) For the purpose of this by-law a dog shall be deemed to be running at large when found in any place other than the premises of the owner, and not under the control of any person.

5. Responsibility of Animal Owners and the Public

No person shall:

- a) Tease, torment, annoy or abuse any animal; or
- b) Untie, loosen or otherwise free any animal which is not in distress unless such person has the authorization of the owner

6. Abandonment or Disposal of Animals and/or Litters of Animals

- a) No person shall abandon or dispose of a live animal and/or litters of live animals on any private or other property, including public property, within the Municipality without the written permission of the property owner.
- b) The prohibited abandonment or disposal of animals shall be reported to the pound keeper during regular business hours with all information available.

7. Owners To Take Precautions

The owner of a dog shall exercise reasonable precautions to prevent it from biting or attacking a person or domestic animal; or behaving in a manner that poses a menace to the safety of persons or domestic animals.

8. Designation As Potentially Dangerous Or Dangerous Dogs

- a) Where an Officer is satisfied that, in the absence of any mitigating factor, a dog has approached a person or domestic animal in a menacing fashion or apparent attitude of attack, including but not limited to, behavior such as growling or snarling, the Officer may issue a designation in writing to the owner designating a dog as potentially dangerous or dangerous, as shown in attached Schedule "C".
- b) Where an Officer is satisfied that a dog:
 - i) Has, in the absence of any mitigating factor, attacked, bitten or caused injury to a person or has demonstrated a propensity, tendency or disposition to do so.
 - ii) Has in the absence of any mitigating factor, significantly injured or killed a domestic animal; or
 - iii) Having been previously designated as potentially dangerous, is kept or permitted to be kept in violation of the requirements for a potentially dangerous dog, the Officer may issue a designation in writing to the owner of dog, designating the dog as dangerous.

- c) No owner of a dog designated as potentially dangerous or dangerous shall transfer ownership of the dog without first having obtained the written consent of the Pound keeper. In granting or refusing consent, the Pound keeper shall consider the likelihood that all the applicable provisions of this By-law and the *Dog Owners' Liability Act*, including any orders under that Act, will be met.
- d) In addition to complying with all the applicable provisions of this By-law, every owner of a dog designated as dangerous shall adhere to the conditions laid out in the Potentially Dangerous Dog Designation Order, as set out in attached Schedule "C" and signed by the Officer.
- e) Where a dog has been designated as a potentially dangerous or dangerous dog the owner may appeal to West Elgin Council, by written notice, within fifteen (15) days of the Municipality notifying the owner of the decision to designate the dog.
- f) Where an owner appeals to the Municipality of West Elgin Council shall hear the appeal by way of a new hearing under the *Statutory Powers Procedure Act* to determine whether the dog is dangerous or potentially dangerous.
- g) No member of Council or its staff is personally liable for anything done by it or him or her under authority of this by-law.

9. Create a Nuisance

- a) Every owner of a dog shall remove forthwith any excrement left by the animal on any property.
- b) Subsection 10.1 does not apply to persons reliant on a guide dog or persons in control of a police work dog when such dog is in the execution of its duties.
- c) No owner or person harbouring a dog shall allow a dog to bark, whine or yelp excessively.

10. Standard of Animal Care

- a) No person may keep any domestic animal unless the animal is provided with:
 - i) Clean potable drinking water in spill proof containers at all times and suitable food of sufficient quantity and quality to allow for normal growth and the maintenance of normal body weight;
 - ii) Food and water receptacles that are kept clean and disinfected and located so as to avoid contamination by excreta;

- iii) The opportunity for periodic exercise sufficient to maintain good health;
 - iv) Necessary veterinary medical care when the animal exhibits signs of pain or suffering.
- b) No person may keep any domestic animal which normally resides outside, or which is kept outside for short to extended periods of time, unless the animal is provided with outside shelter. The shelter must:
- c) Be weatherproof with an exterior windbreak and exterior door flap;
 - d) Have a door facing away from the prevailing wind and must be elevated off the ground;
 - e) Provide sufficient space to allow the animal the ability to turn about freely and to easily stand, sit and lie in a normal position;
 - f) Be at least 1 ½ times the length of the animal and at least 1 ½ times the animal's width, and at least as high as the animal's height measured from the floor to the highest point of the animal when standing in a normal position plus 10%;
 - g) Be insulated to ensure protection from heat, cold and wet and be appropriate to the animal's weight and type of coat;
 - h) Provide sufficient shade to protect the animal from the direct rays of the sun at all times;
 - i) Be regularly cleaned and sanitized and excreta removed at least once a day
 - i. No person may cause a dog to be hitched, tied, or fastened by any rope, chain or cord that is directly tied around the animal's neck on to a choke collar.
 - ii. No person shall cause a dog to be confined in an enclosed space without adequate ventilation.
 - iii. No person shall allow any domestic animal to suffer from any infectious disease.

11. Severability

If a court of competent jurisdiction should declare any part or section of this by-law to be invalid, it is hereby declared that the remainder of the by-law shall be valid and shall remain in force.

12. Penalties

- a) Every person who contravenes any provision of this by-law is guilty of an offence and is subject to the penalties under the *Provincial Offences Act*.
- b) The Animal Control Officer, By-Law Enforcement Officer and any Officer appointed as a peace officer may enter, at all reasonable times, upon any property subject to the regulations of this by-law in order to ascertain whether such regulations or directions are being obeyed.

13. Enactment

- a) By-Laws 2020-74 as amended is hereby repealed.
- b) This By-Law shall be known as the Animal Control By-Law and shall come into force and effect upon the third and final reading thereof.

Read a first, second, and third time and passed this 14th day of September 2023.

Original Signed at Municipal Office.

Southwest Middlesex



Animal Shelter

Request for Proposal

Jeoff and Jodi Bedore

March 17, 2025

Table of Contents

Pg. 1 Title Page – Southwest Middlesex Animal Shelter Logo

Pg. 2 Table of Contents

Pg. 3 Table of Contents

Pg. 4 RFP Response Form (Acknowledgement)

Pg. 5 RFP Response Form

Pg. 6 RFP Response Form

1. Introduction

-Our Understanding of the Project

2. History

Pg. 7 2. History

3. Experience

Philosophy

Our Mission

Our Vision

Our Values

Pg. 8 Target Market

Facility Features

4. Key Personnel

Pg. 9 Key Personnel

Owners Picture with Sign

Pg. 10 5. Proposed Services

5.1 Service Hours

Pg. 11 5.2 Adoption Program

Pg. 12 Methodology

Adherence of Standards of Animal Care

Recognition and Handling of Animal Cruelty

Emergency Response Program

Pg. 13 Pound Fees

Boarding Fees

Additional Notes

Dog Splash Pad and Pool Picture

Pg. 14 Facility Upgrades at Southwest Middlesex Animal Shelter

Pg. 15 Play yard, kennel, cat cage pictures

7 Equipment

Shelter Van Picture

Pg. 16 Animal Transport Capabilities at Southwest Middlesex Animal Shelter

8 References (Sue MacFadden)

Pg. 17 References (Paul Smith)

Pg. 18 9 Animal Control Services

Pg. 19 Animal Control Services

Pg. 20 10 Appendix

Kennel Insurance and Liability

Pg. 21 Proposal Pricing

Closing Statement

Southwest Middlesex Animal Shelter

Jeoff and Jodi Bedore

3427 Concession Dr. Glencoe

(519)902-4947

swmanimalshelter@gmail.com

RFP RESPONSE FORM (ACKNOWLEDGEMENT)

Request for Proposal RFP - Municipality of West Elgin

I/We have read and understand this RFP, including all Addenda to this RFP, and hereby agree to all of the terms and conditions noted in this RFP and all Addenda thereto. Without limiting the foregoing, I/we agree that, in the event that the Municipality passes a resolution and by-law approving a Proposal, that the Respondent will use the form of potential contract substantially as set out in Appendix "A", with changes at the discretion of the Municipality.

I/We the undersigned authorized signing officer of the Respondent, HEREBY DECLARE that no person, firm or Corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in the proposal.

I/We further declare that all statements, Appendixes, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Respondent.

I/We declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.

I/We further declare that no employee of the Municipality is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be therein or in any of the monies to be derived there from.

I/We further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Municipality's representatives, relative to this proposal.

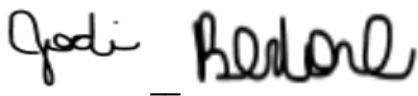
I/We further declare that the agent listed below is hereby authorized by the Respondent to submit this proposal and is authorized to negotiate on behalf of the Respondent.

I/We further agree in submitting this proposal, we recognize the Municipality may accept any proposal in whole or in part, or elect to reject all proposals.

Dated at, Glencoe Ontario this day of March 17, 2025.

Jeoff and Jodi Bedore

Name of Respondent (please print)

Per: _____  _____ Signature of Respondent

____ Southwest Middlesex Animal Shelter ____ (Name), ____ Owners ____ (Position)

I have authority to bind the ____ Corporation _____ (business type)

Note: Failure to sign this page and include with your submission will result in non-acceptance of your submission.

1 Introduction

Our understanding of the project

The Municipality of West Elgin is seeking an organization to provide the following services on its behalf:

- Pound Keeper
- Maintenance of a pound facility;
- Routine patrols;
- Emergency services;
- Statutory animal control officer duties, and;
- Other related duties in the Scope of Work, at the request of Southwest Middlesex

The detailed activities and methodology for delivering these services are outlined in this proposal.

2 History

In June 2022 my husband Jeoff Bedore and I began searching for a property that could accommodate our personal dogs, as we needed a space that met our specific needs. That search led us to the listing for 3427 Concession Drive in Glencoe, which offered all the necessities required to obtain a kennel license for our dogs. During discussions with the Kyle's, we learned about the importance of animal control within the community and shared our vision of pursuing this opportunity, not only to benefit our family but also to serve the community. After taking possession of the property in October 2022, we have invested 10s of thousands of dollars in upgrades to ensure it met the standards necessary for a kennel license and to create a functional and welcoming space for animals.

Since obtaining our kennel license in May 2024, we have expanded our business to include dog boarding and doggy daycare services. To enhance the experience for our canine guests, we also built a custom doggie splash pad and pool, providing a fun and safe environment for dogs to play and cool off during their stay. Our goal is to create a welcoming space where dogs can feel at home, stay active, and enjoy their time with us while their owners have peace of mind.

3 Experience

Southwest Middlesex Animal Shelter

Philosophy:

Our pound-keeping facility is founded on the belief that every animal deserves humane treatment, care, and the opportunity for a better future. We strive to balance animal welfare with public safety, providing compassionate care for animals in need while supporting the community through responsible animal control services.

Our Mission

To provide professional, humane pound-keeping services that ensure the safety, well-being, and dignity of every animal in our care while fostering positive relationships between the community and its animal population.

Our Vision

To create a community where every animal is treated with respect, where stray and abandoned pets are given the opportunity to find loving homes, and where education and awareness reduce the need for animal control services.

Our Values

- **Compassion:** Every animal in our care is treated with kindness, patience, and dignity.
- **Integrity:** We operate with transparency, professionalism, and respect for the community and its animals.
- **Community Focus:** We collaborate with municipalities, animal welfare organizations, and the public to promote responsible pet ownership and public safety.
- **Innovation:** We continuously seek ways to improve our facility, process, and services to better serve animals and the community.
- **Stewardship:** We are committed to using our resources responsibly to maximize the impact of our efforts.

Target Market:

Our services are tailored to serve the following groups:

- **Municipalities and Animal Control Agencies:** we partner with local governments to provide dependable pound-keeping services, ensuring humane treatment for stray, abandoned, or at risk animals.
- **Pet Owners:** supporting pet owners by facilitating the reunification of lost pets with their families.

- **Rescue Groups and Shelters:** Collaborating with animal welfare organizations to rehabilitate and re-home animals in need.
- **Community Members:** Educating the public on responsible pet ownership, animal safety, and proactive measures like spaying/neutering to reduce overpopulation.

Facility Features:

Our facility has been thoughtfully upgraded to provide a safe and welcoming environment for animals, including spacious kennels, an on-site dog splash pad and pool, and dedicated spaces for exercise and enrichment. These features not only enhance the quality of life for the animals in our care but also reflect our commitment to the physical and emotional well-being.

Through our dedication to excellence, we aim to be a trusted resource for the community and a sanctuary for animals in need.

We are committed to open and transparent communication. We believe that our services are an extension of the Municipality and should therefore be accountable to the citizens of the Municipality.

4 Key Personnel

We are a small family run business driven by our deep passion for animals and their well-being. This love for animals is what inspired us to take on the responsibility of providing animal control services. Our goal is to ensure that every animal in our area is treated with compassion and dignity while promoting a safe and harmonious relationship between the community and its animal population. By combining our dedication to animals with our commitment to serving the community, we strive to make a positive impact through humane and professional animal control services.

Being a local animal control service is a significant asset to the Municipality of West Elgin, as it allows us to respond quickly and efficiently to the needs of the community and its animals. Our proximity ensures that stray and at-risk animals are cared for promptly, reducing stress on both the animals and the community.

In addition to our animal control services, Geoff Bedore's role as a firefighter further strengthens our connection to the community. His dedication to public service reflects our families commitment to the safety and well-being of Southwest Middlesex. Together, we strive to make a meaningful difference by serving both the people and the animals of our community with professionalism and care.



5 Proposed Services

5.1 Service Hours

Service Hours (For animal viewing or pickup)

Type	Time Period	Hours
Southwest Middlesex Animal Shelter (519) 902-4947	Monday	12 pm to 4 pm
	Tuesday	12 pm to 4 pm
	Wednesday to Friday	12 pm to 4 pm
	Saturday	12 pm to 4 pm
	Sunday	12 pm to 4 pm
	Outside of hours listed and all holidays	Answering service with Emergency response protocol

5.2 Adoption Program



Southwest Middlesex Animal Shelter Program

At Southwest Middlesex Animal Shelter, our adoption program is designed to give stray and surrendered animals a second chance at a loving home. Animals enter our program either through owner surrenders or strays brought to our facility. Upon intake, they are checked for a microchip to identify and reunite them with their owners if possible.

For animals that remain unclaimed after a five-day holding period, the adoption process begins. Each animal undergoes a thorough veterinary assessment to ensure they are healthy and ready for adoption. As part of our commitment to responsible rehoming, animals are spayed or neutered, vaccinated if age appropriate, dewormed, and treated for fleas and ticks.

Our goal is to prepare these animals for a fresh start in a safe and caring environment while helping to control the pet population in our community. We take pride in matching each animal with a suitable forever home, ensuring both the pet and their new family thrive together.

At Southwest Middlesex Animal Shelter, we are proud to have partnered with Pet Valu locations in Strathroy and Komoka to help find loving homes for cats and kittens in our care. Once cats and kittens have completed their veterinary checks, including being spay or neutered, vaccinated if age appropriate, dewormed and treated for fleas and ticks, they are transferred to these partner locations when ready for adoption.

At Pet Valu, the cats are housed in a safe and welcoming environment where potential adopters can meet and interact with them. This partnership allows us to expand the visibility of adoptable cats, increasing their chances of finding the perfect forever home. We value the support of Pet Valu in helping us provide these animals with a fresh start and connecting them with families who will give them the love and care they deserve.

6 Methodology

Adherence to Standards of Animal Care

- Safe and Clean Environment:
 - Animals are housed in clean, spacious enclosures with proper ventilation, temperature control, and regular sanitation to reduce stress and promote well-being.
 - Enrichment activities, including exercise and socialization, are provided to support physical and mental health.
- Nutrition and hydration
 - All animals received balanced, species appropriate diets and have access to clean, fresh water at all times.

Recognition and handling of animal cruelty

1. Signs of cruelty or neglect:

- our team is trained to recognize indicators of cruelty, such as:
- malnourishment or signs of starvation
- physical injuries, such as wounds, scars, or untreated fractures
- behavioral signs, such as extreme fear, aggression, or withdrawal
- poor hygiene, matted fur, or evidence of inadequate living conditions

Emergency Response Process

- Our team records essential details, including the location, nature of the incident, and contact information of the caller.
- Upon receiving the complaint, the situation is assessed to determine its urgency example aggressive animal, injured stray, or animals posing public safety risks.
- A staff member is immediately dispatched to the location to handle the situation within two hours of receiving the complaint. Our team arrives on site equipped with the necessary tools and protective gear.
- The animal is safely secured and transported to the shelter or veterinary facility if needed.

Animal Disposition Records

We maintain comprehensive records for every animal that enters our facility by documenting the following:

Intake Information

- Date, time, and location of pick up or surrender.
- Identification details, such as microchip information, tags, or distinguishing characteristics.
- Health and behavior assessments upon intake.

Pound Fees

1. Impound Fee (in which the owner is responsible for);

- Dogs (\$60 initial impound day) \$30 each additional day till day 5, if the dog is unclaimed than the adoption process begins

Boarding Fees

1. \$35 per dog for each overnight stay

Additional notes:

- fees for impound or boarding services must be paid in full before the animal is released.
- All boarding animals must provide proof of up-to-date vaccinations prior to their stay. Demonstrate ability to adhere to standards of care



Facility upgrades at Southwest Middlesex Animal Shelter

We take great pride in showcasing our facility, which has undergone significant upgrades to ensure the comfort and well-being of the animals in our care. Our improvements reflect our commitment to providing a safe, clean, and enriching environment for both dogs and cats.

Our facility has the capability to accommodate up to 30 dogs and 40 cats at any given time. Our facility is designed to ensure that each animal has ample space, comfort, and access to care.

Our facilities capacity and thoughtful design allow us to care for animals effectively, whether they are strays, surrendered pets, or part of our adoption program.

Key facility features and upgrades

- Several of our kennels have been upgraded to a spacious 5 by 5 area, providing ample room for dogs to move comfortably.
- Doggie doors have been installed to allow easy access between indoor and outdoor spaces, ensuring fresh air and activity.

Outdoor exercise and play area

- A large, securely fenced area has been constructed for dogs to play, socialize, and get exercise.
- This space is designed to promote physical activity and mental stimulation in a safer environment.

Dog splash pad in Pool

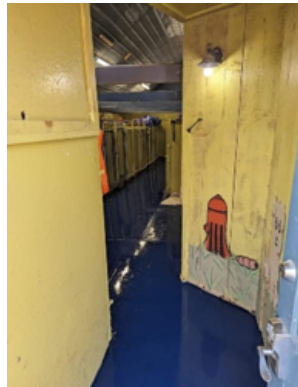
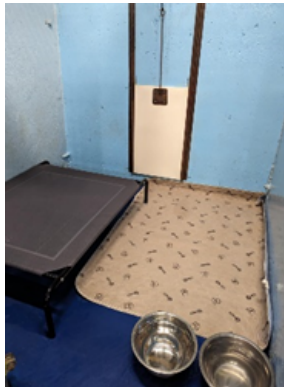
- A 15x50 area, also an 50x50 enclosed area with galvanized fencing, features a splash pad and pool for dogs to enjoy.
- This edition enhances their playtime experience and helps them cool off during warmer months.

Why these upgrades matter

These enhancements not only improve the quality of life for animals in our care but also ensure that their physical, mental, and emotional needs are met. By creating a facility that prioritizes safety, hygiene, and enrichment, we aim to provide a welcoming space for stray and surrendered animals as they await adoption or renew unification with their families.

Our commitment to continuous improvement reflects our dedication to serving the animals and the West Elgin community with excellence.

7 Equipment



Animal transport capabilities at Southwest Middlesex Animal Shelter



Southwest Middlesex Animal Shelter is equipped with a specialized shelter van designed to safely and comfortably transport animals. The van is outfitted with cages of various sizes to accommodate a wide range of animals and situations, ensuring the safety and well-being of both the animals and our team during transport.

Small cages: ideal for cats, small dogs, or injured animals requiring a confined and secure space

Medium cages: suitable for medium size dogs or animals that need slightly more room. These are used in cases where the animal is calm but needs secure containment

Large cages: designed for larger breeds of dogs or animals requiring additional space due to size or mobility needs

This flexible setup allows us to respond effectively to a variety of situations, from stray animal pickups to emergency rescues, ensuring every animal is transported securely and humanely.

- Southwest Middlesex Animal Shelter owns a 2015 Dodge Promaster Van that is an appropriate vehicle for Animal Control and it is in good running condition.
- A reliable cell phone system is what is used for communication and used for after hours calls (519) 902-4947

8 References

To whom it may concern:

I am an animal lover and owner. My standards and expectations for kennel care is very high. SWM Animal Shelter has met and exceeded my expectations when I have boarded my dog Maggie with them. Jodi and family provide me with regular updates and videos of Maggie's stay with them, ultimately giving me peace of mind.

I have gotten to now the Bedore family at the shelter, and I support all their efforts to establish the SWM Animal Shelter as a local service to the community. I also admire the work they are doing with dogs and many many cat adoptions. SWM Animal Shelter has also embedded themselves in our community with positive and dedicated efforts for the care and well being of dogs and cats.

My experience with Jodi and her family for the care they have given to Maggie is exemplary.

Thank you,

Sue MacFadden

Paul Smith

206 Appin Road

Glencoe, Ontario, Canada

N0L 1M0

January 16, 2025

To Whom It May Concern,

I am writing to wholeheartedly recommend southwest Middlesex animal shelter to anyone seeking exceptional care for their beloved pets. As a dedicated dog owner, I have entrusted Southwest Middlesex Animal Shelter with the care of my Corgi (her name is Dolly) on numerous occasions over the past eight months, and I am consistently impressed with the level of professionalism, compassion, and flexibility they provide.

From the moment we pull into the driveway, Dolly can't wait to get out of the car and start her day! To me, this is evidence that Southwest Middlesex Animal Shelter prioritizes the well-being and happiness of every animal in their care. Jodi, Jeoff and their children are knowledgeable, attentive, and genuinely passionate about animals. They have taken the time to learn about Dolly's unique personality, preferences, and needs, ensuring that she always feels safe and comfortable during her stay.

What sets Southwest Middlesex Animal Shelter apart is their commitment to creating a fun and enriching environment for the animals in their care. Whether it's engaging play sessions, cozy accommodations, or personalized feeding routines, they go above and beyond to make Dolly's stay enjoyable. Their attention to cleanliness and safety is also impeccable, giving me peace of mind that my pet is in good hands.

Further to that, I have a very unpredictable schedule and Southwest Middlesex Animal Shelter has always accommodated my request. From varying drop off and pickup times to last minute asks - they have always welcomed Dolly with open arms! And that alone has helped me immensely when juggling a sometimes hectic schedule. They are a valued (and long overdue) institution in this community.

I wholeheartedly trust Southwest Middlesex Animal Shelter and highly recommend their services to anyone looking for a reliable, caring, and professional pet boarding facility. They treat every animal as if they were their own, and I cannot thank them enough for the peace of mind they provide me as a pet owner.

Sincerely,

Paul Smith

416-919-6350

paulewardsmith@gmail.com


9 Animal Control Services

- Act as the Pound Keeper under the by-law
- Maintain a pound and adoption facility within an appropriate geographical location to West Elgin, which facility and its operation shall be and remain in compliance with all applicable regulations, by laws and other enactments, and in particular the pound shall be maintained in a sanitary condition providing for humane treatment of animals impounded
- Keep the pound open to the public during normal business hours
- During normal business hours, answer questions from the public by telephone or in person relating to our services
- Provide an emergency contact number for use by The Municipality of West Elgin, the public or local police service and provide services outside normal business hours
- Account to The Municipality of West Elgin for all revenue from impoundment fees, boarding fees, find revenues, adoption fees and fees from sales of licenses and or replacement tags (where required), that are received by the contractor in the course of providing the services
- Remit to The Municipality of West Elgin not less than monthly all revenue received in the course of providing the services
- Keep a detailed record of accounts and activities in relation to the services
- Prepare and deliver to The Municipality of West Elgin a quarterly report including at a minimum the following information:
 1. Number and types of animals impounded, redeemed and euthanized
 2. impoundment, boarding, and adoption
 3. number and types of complaints received; and
 4. number of hours spent on patrol and complaint response, with such information to cover both the reporting period and the year-to-date;
- Pursue on West Elgin behalf any civil remedy, including but not limited to dog destruction orders, injunctions or civil proceedings, authorized by resolution of the municipality;

- obtain proof that a current dog license has been obtained and pay for in accordance with the by law before releasing any impounded dog;
- maintain a monthly # log in which shall be recorded, on a daily basis, all LB related transactions, including a description of every animal impounded, the date and place where the animal was impounded, the date when the animal was redeemed or otherwise disposed of, the disposition of the animal and the amount of money, if any, recovered in the respect of the animal;
- maintain a monthly record of any reported dog bites which have occurred in that month, including information concerning the severity of the bite, the breed of the dog, the name and address of the dog owner, if knowing, the name of the person bitten and the details of any charges under the by law or other legislation or regulations;
- allow officers and employees of West Elgin acting in the course of their duties access at all reasonable times two records maintained by the contractor under this contract;
- provide after hours emergency call out service or extended shifts, whichever is applicable, for serious incidents that require services, including assistance to police, fire, and any other by law enforcement, end in relation to attacks by dogs on people or animals, injured animals, and other extraordinary situations deemed to involve public safety in relation to domestic animals;
- provide all vehicles, equipment, supplies, clothing, labour, materials, offices, facilities and things whatsoever required for the provision of the services;
- respond to all requests for pickup of confined animals during the hours of 8:00 AM to 8:00 PM everyday of the year. The term confined shall mean kept or restricted within certain limits such as but not limited to the animal being kept or restricted to the interior of a garage or fenced in area;
- pick up stray dogs and cats;
- provide Pound facilities for required quarantine periods as requested by the local health unit, police service or the municipality;
- provide patrols upon request and pound facilities where dogs are found to be running at large;
- be in compliance with the occupational health and Safety Act;
- comply with the municipal Freedom of Information and protection of privacy act, with respect to any personal information that comes into the contractors;
- confirm that the respondent will act as an independent contractor.

10 Appendix

Kennel Insurance and Liability

 CERTIFICATE OF LIABILITY INSURANCE						
<small>This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.</small>						
1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS Southwest Middlesex Municipal Office 153 McKellar St Glencoe Ontario N0L 1M0			2. INSURED'S FULL NAME AND MAILING ADDRESS SOUTHWEST MIDDLESEX ANIMAL SHELTER 3427 COSESSION DRIVE GLENCOE N0L1M0			
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES <small>(But only with respect to the operations of the Named Insured)</small> Animal Shelter						
4. COVERAGES <small>This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.</small>						
TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY <small>(Canadian dollars unless indicated otherwise)</small>		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made OR <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Employer's Liability <input type="checkbox"/> Cross Liability <input type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> Tenants Legal Liability <input type="checkbox"/> Pollution Liability Extension <input type="checkbox"/>	Axiom Mutual Insurance Company 41690C01	2024/ 4 / 23	2025/ 4 / 23	Commercial General Liability		
				Bodily Injury and Property Damage Liability - General Aggregate	1,000	5,000,000
				- Each Occurrence	1,000	5,000,000
				Products and Completed Operations Aggregate		
				<input type="checkbox"/> Personal Injury Liability		
				<input type="checkbox"/> Personal and Advertising Injury Liability		
				Medical Payments	1,000	100,000
				Tenants Legal Liability	1,000	500,000
				Pollution Liability Extension		
<input checked="" type="checkbox"/> Non-Owned Automobiles	41690C01 AXIOM	2024/ 4 / 23	2025/ 4 / 23	Non-Owned Automobile	1,000	2,000,000
<input type="checkbox"/> Hired Automobiles				Hired Automobiles		
AUTOMOBILE LIABILITY <input type="checkbox"/> Described Automobiles <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Leased Automobiles ** <small>** All Automobiles leased in excess of 30 days where the insured is required to provide insurance</small>				Bodily Injury and Property Damage Combined		
				Bodily Injury (Per Person)		
				Bodily Injury (Per Accident)		
				Property Damage		
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/>				Each Occurrence		
				Aggregate		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>						
5. CANCELLATION <small>Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</small>						
6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS McTaggart Armstrong Dewar & Owen Ins. A Division of Crawford & Danyluk Ins 90 Talbot Street West Aylmer, ON N5H 1J8 BROKER CLIENT ID: GLEN01				7. ADDITIONAL INSURED NAME AND MAILING ADDRESS <small>(Commercial general Liability - but only with respect to the operations of the Named Insured)</small>		
8. CERTIFICATE AUTHORIZATION						
Issuer: McTaggart Armstrong Dewar & Owen Ins.		Contact Number(s) Type No Type No Type Phone No (519) 773-8401 Type Fax No (519) 766-2368				
Authorized Representative: <i>Matt Sharp</i>		Date: 2024 12 9 EMail Address: matt@cmmgbrokers.com				
Signature of Authorized Representative: <i>Matt Sharp</i>						

CSIO - Certificate of Liability Insurance CA4301e 201509

© 2021, Centre for Study of Insurance Operations, All rights reserved.

Proposal Pricing

	Monthly Rate excl. HST	Months	Option Year Total excl. HST
Contract Year 1 (Apr.1, 2025 to Mar.31, 2026)	\$833.33	12	\$10,000
Contract Year 2 (Apr.1, 2026 to Mar.31, 2027)	\$850.00	12	\$10,200
Contract Year 3 (Apr.1, 2027 to Mar.31, 2028)	\$867.00	12	\$10,404
		Subtotal	\$30,604
Option Year 1 (Apr.1, 2028 to Mar.31, 2029)	\$884.34	12	\$10,612.08
Option Year 2 (Apr.1, 2029 to Mar.31, 2030)	\$892.04	12	\$10,704.48

2025 Poundkeeping Fees \$10,000 with an additional \$30.00 per hour and .50 per kilometer for dogs running at large.

2% Increase annually for the yearly base rate

Closing Statement

We would like to express our sincere gratitude for the opportunity to be considered for the animal control service contract. Over the last 2 1/2 years, we have worked diligently to build a reliable and compassionate service that prioritizes the well-being of animals and the needs of our community. We deeply appreciate your time and consideration and look forward to the possibility of serving The Municipality of West Elgin with dedication and care.

Jeoff and Jodi Bedore



Staff Report

Report To: Council Meeting
From: Magda Badura, Manager of Corporate Services (Treasurer)
Date: 2025-03-27
Subject: Roots and Revival – Final Report

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services – Treasurer re: Roots and Revival – Final Report; and That West Elgin Council receives this report for information only.

Purpose:

The purpose of this report is to present West Elgin Council with a comprehensive overview of the Roots & Revival event, ensuring transparency and accountability.

Background:

This report provides a summary of the final submission from event organizer Kathy Navacas. For years, Rodney's Main Street had long served as the heart of our community, but the decline of tobacco farming and the impact of the COVID-19 pandemic had resulted in a 40% vacancy rate. Despite these challenges, an incredible resilience in our community was noticed, with seven new businesses opening in the last 18 months, many led by passionate women entrepreneurs.

Recognizing the need for economic revitalization and community engagement, local organizations came together to create the Roots & Revival Festival. Their aim was to stimulate economic growth, promote local culture, and celebrate Rodney's agricultural and artistic heritage. Through the festival, they sought to revitalize Main Street by offering a variety of activities that would attract visitors and provide local businesses with the opportunity to thrive.

The festival was packed with events, including farm tours, concerts, street festivals, mural paintings, pop-up art galleries, and immersive art experiences. They partnered with the local library to create the first Chapter Chase, an event that encouraged participants to visit businesses along Furnival Road, scan QR codes, and enter for a chance to win a cash prize. This initiative alone drew over 100 entries and increased engagement with local businesses.

They also worked closely with the Rodney Kiwanis Club to facilitate student internships. Two local art students had the opportunity to work alongside a mural artist, creating their own panel mural while gaining mentorship in the arts. The local volunteer firefighters also held a fundraising

breakfast, increasing festival attendance by 150 people, showcasing how the festival brought the community together.

One of the key investments made possible by this event was the purchase of sound equipment for future use, which will be available for community events, helping to reduce costs and encourage more local programming. The mural project was another highlight, as the community came together to engage with the artist and watch the mural come to life. It remains a vibrant visual representation of Rodney's unique culture and spirit.

Over the ten days, October 2-12, 2024, of the festival, we were proud to see such a variety of activities that brought excitement to the area. The immersive art gallery was a standout feature, with five local female artists exhibiting their work and collectively selling \$1,200 in artwork. They were pleased to see that 95% of the musicians involved in the festival were from the Rodney area, ensuring that the economic impact of the event benefited our local artists.

While there was some initial skepticism about whether the festival would succeed, they were thrilled by the overwhelming positive response. Local businesses saw a direct increase in foot traffic, and vacant storefronts were highlighted as viable spaces for new business opportunities. Additionally, the property hosting the immersive art gallery, which had been closed for over five years, sparked new interest from potential tenants.

The festival's success didn't stop there. It helped inspire a new bi-monthly music series, which brings people to a local restaurant during quiet Sunday afternoons. It was clear that the festival had sparked new enthusiasm for the talent and creativity present within the community.

Roots & Revival was a testament to the power of arts and culture in revitalizing rural communities. The festival not only had a direct impact on local businesses, artists, and community members but also laid the foundation for long-term economic and cultural growth.

We are incredibly grateful to the volunteers, local businesses, and community members who helped bring this event to life. The festival would not have been possible without the support of the Rodney Kiwanis Club, the West Elgin Economic Development Committee, the West Elgin Women in Business Networking Group, and all the local artists, vendors, and businesses that participated. The festival's success reaffirmed our belief in the power of community collaboration; together, they transformed Main Street into a vibrant, thriving destination and set the stage for future growth.

Financial Implications:

There are no financial implications as the Roots and Revival Festival was funded by Main Street, Canadian Urban Institute, its future success will depend on community contributions (service clubs and volunteers) and the continued support of these groups.

Roots and Revival Festival
Income Statement
As of December 31, 2024

Revenues

Donations – Roots & Revival	\$ 3,680.00
Grant – Community Activator – My Main Street	125,122.87

Expenses

Contractors/Consultants Services	\$ 68,974.00
Communications, Marketing & Promotion	20,787.58
Program Costs	24,469.08
Capital Expenditures	14,437.74
Measurement & Analytics	<u>134.47</u>

Net (Gain)/Loss **\$ 0.00**

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 checked="" type="checkbox"/> To provide recreation and leisure activities to attract and retain residents.	<input checked="" type="checkbox"/> To ensure a strong economy that supports growth and maintains a lower cost of living.	<input checked="" type="checkbox"/> To enhance communication with residents.

Respectfully submitted by,

Magda Badura

Manager of Corporate Services – Treasurer

Report Approval Details

Document Title:	2024 Roots and Revival Festival - 2025-07-Corporate Services Finance.docx
Attachments:	
Final Approval Date:	Mar 13, 2025

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

Robin Greenall



Staff Report

Report To: Council Meeting
From: Magda Badura, Manager of Corporate Services (Treasurer)
Date: 2025-03-27
Subject: 2024 Cyber Incident

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services (Treasurer) re: 2024 Cyber Incident for information only.

Purpose:

The purpose of this report is to provide the community with details of the cyber incident that occurred in January 2024. By sharing these details, we intend to build trust, offer transparency, and help residents gain understanding of the actions taken to resolve the situation.

Background:

On October 31, 2023, an employee reported an inability to receive emails. After consulting with our IT service provider, it was discovered that the employee's email account had been compromised. Immediately after this discovery all passwords were reset.

Upon investigation and careful review of login activity it showed unauthorized access from locations in Dallas, Texas, Charlotte, North Carolina, and Nigeria.

Later in 2023 suspicious login activities were detected, including access from New Jersey, US, Amsterdam and Netherlands. Security tools were activated to monitor and identify any suspicious activity. Our IT team acted fast to secure the account and set up alerts for further monitoring.

During this period, a staff member received fraudulent emails requesting a change in vendor banking information. Unfortunately, the staff did not verify the information via a follow-up call to the vendor and trusted the e-mail message. This led to the alteration of banking details within our financial system and the subsequent misdirection of payments to fraudulent bank accounts.

On January 10, 2024, a legitimate vendor contacted the Municipality regarding outstanding invoices. The following day, it was discovered that fraudulent payments had been made to incorrect accounts. The incident was immediately reported to our insurance provider and the Municipality's banking institution, and the police were notified and an investigation followed.

Between November 1, 2023, and January 4, 2024, a total of \$267,367.82 was transferred to fraudulent accounts.

Following the discovery of fraudulent transactions, it was confirmed that the email account was accessed by unauthorized individuals from several global locations, further emphasizing the international scope of the breach.

The incident was reported to the insurance company and the Municipality's banking institution for further investigation and potential recovery of funds. The police department was provided with relevant documentation, including email communications to assist in the investigation.

Since December 16, 2023, no further suspicious sign-ins have been detected on the Municipality's email server.

The IT team established alerts and monitoring systems to detect any future suspicious activity. A review of our Accounts Payable procedures has been initiated, including stricter controls on verifying vendor changes. Staff recommended a full review of our IT systems to identify vulnerabilities and ensure that future breaches are prevented.

We have developed staff training on how to recognize phishing attempts, verify vendor information, and follow secure communication protocols that are essential to reduce the risk of future fraud.

Regular audits of vendor changes, financial transactions and email communications are being conducted to identify any irregularities early on.

Financial Implications:

The cybersecurity breach resulted in a total of \$267,367.82 being fraudulently e-transferred to unauthorized bank accounts. Following the incident, the Municipality took immediate action to recover funds.

The bank successfully recovered \$72,944.19 from the fraudulent accounts.

The Municipality's insurance provider covered \$194,423.63 of the loss; less the deductible applied as per the insurance policy. After accounting for these recoveries, the Municipality incurred a net financial loss of \$10,000.00. This amount reflects the insurance deductible.

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,

Magda Badura,
 Manager of Corporate Services - Treasurer

Report Approval Details

Document Title:	2024 Cyber Incident - 2025-08-Corporate Services Finance.docx
Attachments:	
Final Approval Date:	Mar 24, 2025

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

Robin Greenall



Staff Report

Report To: Council Meeting
From: Magda Badura, Manager of Corporate Services (Treasurer)
Date: 2025-03-27
Subject: 2025 Recommended Capital

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services (Treasurer) for information and discussion purposes.

Purpose:

The purpose of this report is to outline the proposed capital replacement plan for 2025 and beyond, identify assets that require replacement or significant maintenance, associated costs, and the overall impact on the municipality's budget and service delivery.

Background:

Capital replacement refers to the process of renewing or replacing assets that have reached the end of their useful life or are no longer operationally efficient. These assets can include infrastructure such as roads, bridges, buildings, and equipment, which are critical to the delivery of public services. Proactive capital replacement ensures the continuity of municipal services and prevents unanticipated disruptions.

Based on the asset evaluation and condition assessment, a list of capital projects has been developed and is attached to this report for Council's review and feedback. It is also important to note that the proposed capital replacement plan will be funded through budget allocations, reserve funds, and available grant opportunities.

Financial Implications:

Pending 2025 Operating and Capital Budget approval

Alignment with Strategic Priorities:

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

Respectfully submitted by,

Magda Badura

Manager of Corporate Services - Treasurer

Report Approval Details

Document Title:	2025 Recommended Capital - 2025-09-Corporate Services Finance.docx
Attachments:	- 2025 Capital Budget - 03.27.2025.pdf
Final Approval Date:	Mar 21, 2025

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

Robin Greenall

**MUNICIPALITY OF WEST ELGIN
2025 CAPITAL BUDGET**

Schedule A

	Budget 2025	FORECAST 2026	FORECAST 2027	FORECAST 2028	FORECAST 2029	FORECAST 2030	FORECAST 2031	FORECAST 2032
Buildings								
West Lorne Complex Renovations (entire main floor)	500,000	-	-	-	-	-	-	-
Old Town Hall Building - Building Assessment	20,000	-	-	-	-	-	-	-
	\$ 520,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transit								
Transit Bus	\$ -	\$ -	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ -
Arena								
Replace De-Humidification System	240,000	-	-	-	-	-	-	-
Replace Dasherboards, Glass, Benches	317,625	-	-	-	-	-	-	-
Renovation/Addition - 2 Additional Dressing Rooms	-	767,200	-	-	-	-	-	-
Skate Sharpener Replacement	-	10,000	-	-	-	-	-	-
Rubber Flooring Replacements	-	-	10,000	-	10,000	-	-	10,000
Refrigeration System - Major Maintenance	-	-	25,000	-	-	-	25,000	-
	\$ 557,625	\$ 777,200	\$ 35,000	\$ -	\$ 10,000	\$ -	\$ 25,000	\$ 10,000

**MUNICIPALITY OF WEST ELGIN
2025 CAPITAL BUDGET**

Schedule A

Fire

	Budget 2025	FORECAST 2026	FORECAST 2027	FORECAST 2028	FORECAST 2029	FORECAST 2030	FORECAST 2031	FORECAST 2032
SCBA 2 Paks, 4 cylinders	25,000	26,000	26,000	27,000	5,000	5,000	5,000	5,000
Washroom Renovations Rodney - see approved capital below	50,000	-	-	-	-	-	-	-
Facility Major Maint (Furnaces, Doors, Major Maintenance Items)	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Hose Replacement (On-time catch-up on hose required)	10,000	-	-	-	-	-	-	-
Extractor Replacement (both)	-	-	-	25,000	-	-	-	-
Extrication Equipment Replacement (1 of 2 sets)	-	-	60,000	-	-	60,000	-	-
Pick-up Truck (Rescue Van replacement) split withn other dept???	-	30,000	-	-	-	-	-	-
Fire Truck Replacement Reserve (\$280,000/yr for projected replacements)	200,000	220,000	240,000	260,000	280,000	280,000	280,000	280,000
Communications Reserve - Replace ElginCounty Radio System (26/27 \$150,000)	30,000	30,000	30,000	-	-	-	-	-
West Lorne Tanker Replacement (ordered May 2024, delivery late 2025/early 2026)	739,000	-	-	-	700,000	-	-	-
	\$ 1,064,000	\$ 316,000	\$ 366,000	\$ 322,000	\$ 995,000	\$ 355,000	\$ 295,000	\$ 295,000

**MUNICIPALITY OF WEST ELGIN
2025 CAPITAL BUDGET**

Schedule A

	Budget 2025	FORECAST 2026	FORECAST 2027	FORECAST 2028	FORECAST 2029	FORECAST 2030	FORECAST 2031	FORECAST 2032
Parks & Recreation								
Baseball Diamond Lighting	-	-	75,000	-	-	-	-	-
Multi use Pads	-	180,000	-	-	-	-	-	-
Recreation Centre Ceiling replacement	-	100,000	-	-	-	-	-	-
Recreation Center Chairs	-	10,000	-	-	-	-	-	-
Recreation Center - Tables - 10 plastic tables	5,000	-	-	-	-	-	-	-
PICKUP #1 - replacement	-	-	-	60,000	-	-	-	-
PICKUP #2 - replacement	60,000	-	-	-	-	-	-	-
PICKUP #3 - replacement	-	55,000	-	-	-	-	-	-
Pull Type Finishing Mower - replacement	-	-	-	35,000	-	-	-	-
Bridge at the Marina	-	100,000	-	-	-	-	-	-
Pool liner repair - see approved capital below	-	-	200,000	-	-	-	-	-
	\$ 65,000	\$ 445,000	\$ 275,000	\$ 95,000	\$ -	\$ -	\$ -	\$ -

**MUNICIPALITY OF WEST ELGIN
2025 CAPITAL BUDGET**

Schedule A

	Budget 2025	FORECAST 2026	FORECAST 2027	FORECAST 2028	FORECAST 2029	FORECAST 2030	FORECAST 2031	FORECAST 2032
Roads								
PICKUP 1	-	-	-	-	55,000	-	-	-
PICKUP 4	-	60,000	-	-	-	-	-	-
TRACTOR #5 - Upgrade	10,000	10,250	10,500	11,000	11,500	12,000	12,000	12,000
TRUCK 17	-	-	375,000	-	-	-	-	-
Truck 8 - 2009 Replacement	410,000							
TRUCK 9	-	-	-	-	300,000	-	-	-
BACKHOE#10 - upgrade @ 1500 hrs	-	-	70,000	-	20,000	-	20,000	-
TRUCK 11	-	225,000	-	-	-	-	-	-
PICKUP 15	-	-	55,000	-	-	-	-	-
LOADER #18	-	-	-	200,000	-	-	-	-
VACUUM TRAILER #19	-	175,000	-	-	-	-	-	-
ROADSIDE MOWER	25,000	-	-	15,000	-	-	-	-
Walker Street Reconstruction - Engineering, storm drains, waterline and sewer upgrade & paving	250,000	-	-	-	-	-	-	-
SURFACE TREATED ROADS	-	200,000	-	200,000	-	200,000	-	-
Culvert replacement Silver Clay E of Furnival - see approved capital below	25,000	-	-	-	-	-	-	-
Street Extension	400,000	-	-	-	-	-	-	-
West Lorne Main St Reconstruction (FGT)	-	-	-	1,500,000	-	-	-	-
EV Charging Stations - 6	140,000	-	-	-	-	-	-	-
Storm Water Management	252,500	-	-	-	-	-	-	-
	\$ 1,512,500	\$ 670,250	\$ 510,500	\$ 1,926,000	\$ 386,500	\$ 212,000	\$ 32,000	\$ 12,000

**MUNICIPALITY OF WEST ELGIN
2025 CAPITAL BUDGET**

Schedule A

	Budget 2025	FORECAST 2026	FORECAST 2027	FORECAST 2028	FORECAST 2029	FORECAST 2030	FORECAST 2031	FORECAST 2032
Sewer - Rodney								
Mechanical Upgrades	2,000,000	2,000,000	1,000,000	-	-	-	-	-
	\$ 2,000,000	\$ 2,000,000	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer - West Lorne								
Sanitary Manhole Repair	30,000.00	-	-	-	-	-	-	-
Scum Pump Rebuild	15,000.00	-	-	15,000	-	-	-	-
HVAC System Upgrade	22,000.00	-	-	-	-	-	-	-
Pump Station Rebuild	15,000.00	15,000	15,000	20,000	20,000	20,000	-	-
Addition of Tie in from Filter By-Pass to Lagoon	45,000.00	-	-	-	-	-	-	-
	\$ 127,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
Sidewalks & Street Lights								
SIDEWALKS - West Lorne (Graham Rd Continuation to Marsh, Marsh to Todd Place, Chestnut)	200,000	50,000	50,000	50,000	50,000	50,000	50,000	50,001
	\$ 200,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,001
Water								
Waterline Extension	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
AMR (Automatic Meter Reading) - Meter Replacement (Neptune R3-5) & Hardware	60,000	10,000	100,000	-	-	-	-	-
Van replacement	-	60,000	-	-	-	-	-	-
Truck replacement	60,000	-	-	-	-	-	-	-
AC Waterline Replacement	-	-	100,000	-	100,000	-	100,000	-
Replace watermain - Chestnut St. (from Graham to Ridge St)	125,000	-	-	-	-	-	-	-
	\$ 295,000	\$ 120,000	\$ 250,000	\$ 50,000	\$ 150,000	\$ 50,000	\$ 150,000	\$ 50,000
2025 Total Capital	\$ 6,341,125	\$ 4,393,450	\$ 2,501,500	\$ 2,478,000	\$ 1,761,500	\$ 687,000	\$ 552,000	\$ 417,001



Staff Report

Report To: Council Meeting
From: Magda Badura, Manager of Corporate Services (Treasurer)
Date: 2025-03-27
Subject: Amendment to By-law 2020-88

Recommendation:

That West Elgin Council hereby receives the report from M. Badura, Manager of Corporate Services – Treasurer re: Amendment to By-Law 2020-88;

And That West Elgin Council approves the revisions to the existing By-Law 2020-88 as presented.

Background:

In accordance with By-Law 2020-88, Council members are entitled to a mileage reimbursement of \$0.495 per kilometer when using their personal vehicles for municipal business outside of the Municipality of West Elgin. This rate was set several years ago and does not reflect the current rates established by the Canada Revenue Agency (CRA), which are updated annually to account for fluctuations in fuel prices, vehicle maintenance costs, and other factors that affect the cost of operating a vehicle.

As of January-2025, the CRA has set the prescribed mileage rate at \$0.72 per kilometer. This rate is recognized as a fair and standard rate for vehicle expenses and ensures consistency with the CRA's guidelines for tax purposes.

As the bylaw is being fully repealed, it's important to note that Council's annual remuneration has been updated, and a new amount for accommodation threshold has been established. The amendments have been highlighted in yellow for reference and both documents are attached.

Financial Implications:

There are no financial implications as the CRA prescribed rates have been utilized over the past two years and are already incorporated into the annual budget. Amending By-Law 2020-88 will formalize the changes that have been made and approved, ensuring by laws and policies are up to date.

Policies/Legislation:

By-Law 2020-88
By-Law 2025-XX

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,

Magda Badura
 Manager of Corporate Services - Treasurer

Report Approval Details

Document Title:	Amendment to By-law 2020-88 - 2025-10-Corporate Services Finance.docx
Attachments:	- By-Law 2020-88.pdf - By-Law 2025-XX Council Remuneration .docx
Final Approval Date:	Mar 20, 2025

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

Robin Greenall



MUNICIPALITY OF West Elgin

The Corporation of The Municipality of West Elgin

By-Law 2020-88

A By-Law to Set Rates of Remuneration for Members of Council

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

Whereas Section 283 (1) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board; and

Whereas Section 283 (2) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pay expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if, the expenses are actually incurred or the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council, of the actual expenses incurred; and

Whereas Section 283 (7) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that “ on or after December 1, 2003 a council shall review a by-law under subsection 5 at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election”; and

Whereas despite any Act, a municipality may only pay the expenses of the members of its Council, Officers and Employees if the expenses are of those persons in their capacity, and if the expenses are actually incurred; or the expenses are in lieu of the expenses actually incurred, a reasonable estimate of the actual expense that would be incurred; and

Whereas it is deemed desirable and expedient to set the remuneration and expenses for all Members of Council of the Municipality of West Elgin;

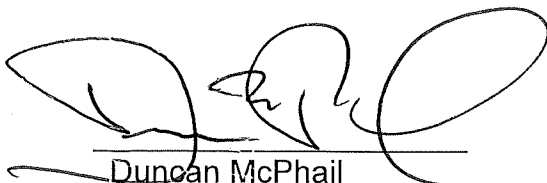
Now Therefore the Council of the Corporation of the Municipality of West Elgin enacts as follows:

1. The Mayor shall be paid an annual rate of \$18,500 effective January 1, 2021. This shall be for attendance at all Council meetings, committee meetings,

conventions, seminars and to perform all other duties which are associated with the Office of the Mayor.

2. The Deputy Mayor shall be paid an annual rate of \$15,500 effective January 1, 2021. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of the Deputy Mayor.
3. Councillors shall be paid an annual rate of \$13,000 effective January 1, 2021. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of Council.
4. The amounts identified in sections 1, 2 and 3 shall not include any amounts paid directly by any Joint Boards or Committees.
5. The amounts identified in sections 1, 2 and 3 shall be increased annually by the percentage increase provided to the municipal employees.
6. The amounts identified in sections 1, 2 and 3 shall be paid in equal monthly payments, payable the final day of each month.
7. In addition to the above, Council members are entitled to receive a mileage reimbursement of \$0.495 per kilometer for the use of their personal vehicles, while travelling outside of the Municipality of West Elgin for matters relating to municipal business.
8. All members of Council shall receive reimbursement for:
 - a. Cost of registration for attendance at approved conventions and seminars;
 - b. Travelling costs associated with conventions and seminars
 - c. The cost of overnight accommodation to a maximum of \$365 per day, upon submission of receipts. The amount paid will be equal to the receipts submitted to the maximum amount.
9. That by-law 2020-03 is hereby repealed and replaced.
10. This by-law shall come into force and effect on January 1, 2021.

Read a first, second and third and finally passed this 26th day of November, 2020.


Duncan McPhail
Mayor


Jana Nethercott
Clerk



MUNICIPALITY OF West Elgin

The Corporation of The Municipality of West Elgin

By-Law 2025-XX

A By-Law to Set Rates of Remuneration for Members of Council

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

Whereas Section 283 (1) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board; and

Whereas Section 283 (2) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pay expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if, the expenses are actually incurred or the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council, of the actual expenses incurred; and

Whereas Section 283 (7) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that “ on or after December 1, 2003 a council shall review a by-law under subsection 5 at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election”; and

Whereas despite any Act, a municipality may only pay the expenses of the members of its Council, Officers and Employees if the expenses are of those persons in their capacity, and if the expenses are actually incurred; or the expenses are in lieu of the expenses actually incurred, a reasonable estimate of the actual expense that would be incurred; and

Whereas it is deemed desirable and expedient to set the remuneration and expenses for all Members of Council of the Municipality of West Elgin;

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

1. The Mayor shall be paid an annual rate of \$21,083.28 effective January 1, 2025. This shall be for attendance at all Council meetings, committee

- meetings, conventions, seminars and to perform all other duties which are associated with the Office of the Mayor.
2. The Deputy Mayor shall be paid an annual rate of \$17,664.40 effective January 1, 2025. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of the Deputy Mayor.
 3. Councillors shall be paid an annual rate of \$14,815.30 effective January 1, 2025. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of Council.
 4. The amounts identified in sections 1, 2 and 3 shall not include any amounts paid directly by any Joint Boards or Committees.
 5. The amounts identified in sections 1, 2 and 3 shall be increased annually by the percentage increase provided to the municipal employees.
 6. The amounts identified in sections 1, 2 and 3 shall be paid in equal monthly payments, payable the final day of each month.
 7. In addition to the above, Council members are entitled to receive a mileage reimbursement at the current Canada Revenue Agency (CRA) prescribed rate per kilometer for the use of their personal vehicles, while travelling outside of the Municipality of West Elgin for matters relating to municipal business.
 8. All members of Council shall receive reimbursement for:
 - a. Cost of registration for attendance at approved conventions and seminars;
 - b. Travelling costs associated with conventions and seminars
 - c. The cost of overnight accommodation to a maximum of \$500 per day, upon submission of receipts. The amount paid will be equal to the receipts submitted to the maximum amount.
 9. That by-law 2020-88 is hereby repealed and replaced.
 10. This by-law shall come into force and effect on January 1, 2025.

Read a first, second and third and finally passed this 27th day of March, 2025.

Richard Leatham
Mayor

Terri Towstic
Clerk



FROM THE COUNCIL CHAMBERS

MARCH 11, 2025

COUNCIL MEETING



Shaping the Future: Aylmer Library Relocation Consultation

On January 28, 2025, Elgin County Council endorsed, in principle, relocating the Aylmer Library to the East Elgin Community Complex (EECC).

On March 11, 2025, County Council directed staff to proceed with a consultation process, which will include a public survey via the County's engagement website, *Engage Elgin*. Additionally, a public meeting will be held at the EECC in late April or early May, and a suggestion box will be available at various public locations for three weeks.

Follow Elgin County's social media to stay informed about the consultation process. The results will be shared with both Councils and the public by May 2025 to guide next steps.



Planning for the Future: Elgin County Growth Forecast Update

Elgin County is updating its population and employment forecasts to account for growth related to the Volkswagen EV battery plant in St. Thomas and other regional development. Key findings from the contracted firm, Hemson Consulting, include:

- Population expected to reach 141,600 by 2051, an increase of 9,500.
- Most growth will occur in Central Elgin and Aylmer.
- A deficiency of land has been identified in Aylmer.
- Central Elgin also faces a deficit and an expansion of the Norman-Lyndale settlement is being considered.

County Council directed staff to incorporate the updated population and employment forecasts into the Official Plan and present these changes to County Council prior to the submission to the Ministry of Municipal Affairs and Housing.



3

Terrace Lodge Fundraising Milestone: Moving to the Next Phase

After five years of dedicated effort, the Terrace Lodge Redevelopment Fundraising Committee has successfully reached its goal of raising \$492,682 to enhance the new Terrace Lodge Long-Term Care Home with "The Comforts of Home" for residents.

As the redevelopment nears completion, the Committee is shifting from fundraising to governance and oversight. They will guide the use of funds, ensuring proper allocation and reviewing any necessary adjustments.

The Committee will meet twice a year and will disband once all funds are used or by December 2026. County Council approved the updated Terms of Reference for the Committee's new mandate.



4

Elgin County Council Approves 2025 Budget: Focusing on Infrastructure, Growth, and Prosperity

Elgin County Council has greenlit the 2025 Business Plan and Budget, which includes a \$49.8 million tax levy. This decision leads to a property tax increase of 1.49%, equating to increase of approximately \$24.56 for a median-assessed home.

Key Budget Highlights:

- \$3.5M investment in reconstructing Fingal Line at Port Talbot Hill (Dutton Dunwich)
- Completion of Terrace Lodge redevelopment for improved long-term care services
- Upgrades to processes and information systems for better transparency

Elgin County is committed to a sustainable, thriving future. To read the full Business Plan & Budget, please visit: EngageElgin.ca/2025BusinessPlanBudget.



Next Council Meeting:



MARCH 25, 2025



9:00 AM



Stay Connected With Us:



elgincounty.ca



[@ElginCounty](https://www.facebook.com/ElginCounty)



[@ElginCountyTourism](https://www.instagram.com/ElginCountyTourism)



[@ElginCounty](https://www.youtube.com/ElginCounty)



NOTE: PLEASE REMOVE IDENTIFICATION SIGNS FROM THE SUBJECT LANDS

March 19, 2025

Jessie Buis
27042 Celtic Line
Dutton, ON
N0L 1J0

Dear Jessie Buis

RE: Severance Application E 9-25
Lot 21, Concession 3, Registered Plan 11R-10347
25130 Argyle Line

You are advised in respect to the subject submissions of the Land Division Committee that the period for the giving of notice of appeal has now expired and that no appeal has been received. If no notice of appeal is given within the specified period, the decision of the Land Division Committee is final and binding.

Where conditions have been imposed and the applicant has not, within a period of two years from the date of the decision fulfilled the conditions, the application for consent shall thereupon be refused. Confirmation of conditions being fulfilled requires original correspondence only; faxed copies will not be accepted. Under the Planning Act, the Elgin County Land Division Committee cannot grant any extensions to the two-year period.

I believe that you have already received a copy of the decision containing the conditions of the Committee in respect to the above-mentioned application and once proof of those conditions have been met, it will be in order for you to submit the necessary documents for the consent to register to be affixed by this office. You must submit all documents for certification by **February 26, 2027**, or your consent will lapse and you will be required to make a new application for consent, if you wish to proceed with the transaction.

I would request that three signed copies of the necessary documents be forwarded together with the \$300.00 fee charged for affixing the consent stamp. Two originals will be stamped and returned; the third copy will be retained for our file. In the event it is necessary to have a survey, two copies of the reference plan are required, one copy to accompany the documents, one copy to be forwarded electronically.

Sincerely,

Paul Clarke
Secretary-Treasurer
Land Division Committee

c.c. Municipality of West Elgin: Terri Towstiuć, jnethercott@westelgin.net; Robert Brown, planning@westelgin.net

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



MUNICIPALITY OF West Elgin

The Corporation of the Municipality of West Elgin

By-Law No. 2025-06

Being a By-Law to provide for drainage works on the Fleuren Drain in the Municipality of West Elgin.

Whereas the Council of the Municipality of West Elgin has procured a report under Section 4 of the *Drainage Act, R.S.O. 1990*, as amended, for the improvement of the Sherman Drain; and

Whereas the report dated December 16, 2024, has been authored by J.M. Spriet of Spriet Associates Engineers and Architects and the attached report forms part of this By-Law; and

Whereas the estimated total cost of the drainage work is \$40,000.00; and

Whereas \$40,000.00 is the estimated amount being assessed to the Municipality of West Elgin; and

Whereas the Council of The Corporation of the Municipality of West Elgin is of the opinion that the drainage of the area is desirable;

Now therefore be it resolved that the Council of The Corporation of the Municipality of West Elgin pursuant to the *Drainage Act, R.S.O. 1990*, as amended, enacts as follows:

1. That the report dated December 16, 2024 and attached hereto is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized and shall be completed in accordance therewith.
2. That the Corporation of the Municipality of West Elgin may borrow on the credit of the Corporation the amount of \$40,000.00, being the amount necessary for the improvement of the drainage works. This project may be debentured.
3. The Corporation may issue debenture(s) for the amount borrowed less the total amount of:
 - a) grants received under Section 85 of the *Drainage Act*;

- b) monies paid as allowances;
 - c) commuted payments made in respect of lands and roads assessed with the municipality;
 - d) money paid under subsection 61(3) of the *Drainage Act*; and
 - e) money assessed in and payable by another municipality.
4. Such debenture(s) shall be made payable within 5 years from the date of the debenture(s) and shall bear interest at a rate not higher than 2% more than the municipal lending rates as posted by Infrastructure Ontario on the date of the sale of such debenture(s).
 5. A special equal annual rate sufficient to redeem the principal and interest on the debenture(s) and shall be levied upon the lands and roads as shown in the schedule and shall be collected in the same manner and at the same as other taxes are collected in each year for 5 years after the passing of this By-Law.
 6. For paying the amount being assessed upon the lands and road belonging to or controlled by the Municipality of West Elgin, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Municipality of West Elgin in each year for 5 years after the passing of this By-Law to be collected in the same manner and at the time as other taxes collected
 7. All assessments of \$5,000.00 or less are payable in the first year in which assessments are imposed.
 8. That this By-Law comes into force and effect upon the final reading thereof.

Read a first and second time and provisionally adopted this 23rd day of January, 2025.

Provisionally adopted this 23rd day of January, 2025.

ORIGINAL SIGNED AT MUNICIPAL OFFICE

Richard Leatham, Mayor

Terri Towstiuc, Clerk

Read for a third and final time this _____ day of _____, 2025.

Richard Leatham, Mayor

Terri Towstiuc, Clerk



The Corporation of the Municipality of West Elgin

By-Law No. 2025-15

A By-law to Authorize the Execution of an Agreement between Aird Berlis LLP for Integrity Commission Services, and Repeal Resolution 2022-353.

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 Aird Berlis LLP for the purposes of the provision of Integrity Commissioner Services; and

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with Aird Berlis LLP for the purposes of the provision of Integrity Commissioner Services.
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. That Resolution 2022-353 is hereby repealed.
4. This by-law shall come into force and effect on March 27, 2025.

Read a first, second, and third time and passed this 27th day March, 2025.

Richard Leatham, Mayor

Terri Towstiuć, Clerk



The Corporation of The Municipality of West Elgin

By-Law 2025-16

A By-Law to Set Rates of Remuneration for Members of Council, and repeal By-law 2020-88

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

Whereas Section 283 (1) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pay any part of the remuneration and expenses of the members of any local board of the municipality and of the officers and employees of the local board; and

Whereas Section 283 (2) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that a municipality may pay expenses of the members of its council or of a local board of the municipality and of the officers and employees of the municipality or local board if the expenses are of those persons in their capacity as members, officers or employees and if, the expenses are actually incurred or the expenses are, in lieu of the expenses actually incurred, a reasonable estimate, in the opinion of the council, of the actual expenses incurred; and

Whereas Section 283 (7) of the *Municipal Act, 2001, S.O. 2001, c.25*, as amended, provides that “ on or after December 1, 2003 a council shall review a by-law under subsection 5 at a public meeting at least once during the four-year period corresponding to the term of office of its members after a regular election”; and

Whereas despite any Act, a municipality may only pay the expenses of the members of its Council, Officers and Employees if the expenses are of those persons in their capacity, and if the expenses are actually incurred; or the expenses are in lieu of the expenses actually incurred, a reasonable estimate of the actual expense that would be incurred; and

Whereas it is deemed desirable and expedient to set the remuneration and expenses for all Members of Council of the Municipality of West Elgin;

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

1. The Mayor shall be paid an annual rate of \$21,083.28 effective January 1, 2025. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of the Mayor.
2. The Deputy Mayor shall be paid an annual rate of \$17,664.40 effective January 1, 2025. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of the Deputy Mayor.
3. Councillors shall be paid an annual rate of \$14,815.30 effective January 1, 2025. This shall be for attendance at all Council meetings, committee meetings, conventions, seminars and to perform all other duties which are associated with the Office of Council.
4. The amounts identified in sections 1, 2 and 3 shall not include any amounts paid directly by any Joint Boards or Committees.
5. The amounts identified in sections 1, 2 and 3 shall be increased annually by the percentage increase provided to the municipal employees.
6. The amounts identified in sections 1, 2 and 3 shall be paid in equal monthly payments, payable the final day of each month.
7. In addition to the above, Council members are entitled to receive a mileage reimbursement at the current Canada Revenue Agency (CRA) prescribed rate per kilometer for the use of their personal vehicles, while travelling outside of the Municipality of West Elgin for matters relating to municipal business.
8. All members of Council shall receive reimbursement for:
 - a. Cost of registration for attendance at approved conventions and seminars;
 - b. Travelling costs associated with conventions and seminars
 - c. The cost of overnight accommodation to a maximum of \$500 per day, upon submission of receipts. The amount paid will be equal to the receipts submitted to the maximum amount.
9. That by-law 2020-88 is hereby repealed and replaced.
10. This by-law shall come into force and effect on January 1, 2025.

Read a first, second and third and finally passed this 27th day of March 2025.

Richard Leatham, Mayor

Terri Towstiuć, Clerk



MUNICIPALITY OF West Elgin

The Corporation of The Municipality of West Elgin

By-Law No. 2025-17

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on March 27, 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 March 27, 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 27^h day of March, 2025.

Richard Leatham, Mayor

Terri Towstiuc, Clerk