Municipality of West Elgin
Agenda
Council Meeting

Date: **November 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).

Zoom Link for listen/view only:
https://us02web.zoom.us/j/81229751023?pwd=po6l2coa8e4oFHm3g4u9L63XzJhKcx.1

Pages

1. **Call to Order**

2. **Adoption of Agenda**

   Recommendation:
   That West Elgin Council hereby adopts the Regular Council Agenda for November 27, 2025 as presented.

3. **Disclosure of Pecuniary Interest and General Nature Thereof**

4. **Delegations**

   4.1 **OPP Detachment Board** 7

   OPP Detachment Commander to attend and present Quarterly Report and Updates.

5. **Adoption of Minutes** 23

   Recommendation:
   That West Elgin Council hereby adopt the Minutes of November 13, 2025, as presented.

6. Business Arising from Minutes

7. Staff Reports

7.1 Planning

7.1.1 Severance Application E56-25 – Comments to Elgin County 33

Recommendation:
That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent application File E-56-25 – Comments to the County of Elgin (Planning Report 2025-26)

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application E56-25, subject to the Lower-Tier Municipal 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.

7.2 Building

7.2.1 Monthly Building Report, October 2025 41

Recommendation:
That West Elgin Council hereby receives the report from Corey Pemberton, Chief Building Official Re: Building Department Summary Report for the month of October 2025.

7.3 Infrastructure & Development

7.3.1 Safe Snow Operations 43

Recommendation:
That West Elgin Council hereby receives the report from Dave Charron, Manager of Infrastructure and Development, for information purposes.

7.3.2 Replacement Equipment Request 70

Recommendation:
That West Elgin Council hereby receives the report from Dave Charron, Manager of Infrastructure and Development; And

That West Elgin Council approves the budget up to $200,000 for the purchase of a used bulldozer.

7.4 Community Services & Clerks

7.4.1 Seniors Community Grant 73

Recommendation:
That West Elgin Council hereby receives the report from Terri Towstiuc, Manager of Community Services/Clerk; And

That Council hereby approves the grant submission for the Seniors Community Grant 2026-27 stream, funded by the Ministry of Seniors and Accessibility, up to $25,000.

7.5 Chief Administrative Officer

7.5.1 Group Benefits Report 100

Recommendation:
That West Elgin Council hereby receives the Group Benefits report from Robin Greenall, CAO, and

That West Elgin Council authorize staff to maintain alignment with the County of Elgin on group benefit consulting services and to transition to People Corporation, in accordance with the County's RFP.

7.5.2 Resolution to stop up, close and sell/ transfer the unopened portion of O'Malley Road

Recommendation:
That West Elgin Council hereby receives the report regarding the Resolution to Stop up, Close and Sell/Transfer the unopened portion of O'Malley Road from Robin Greenall, CAO, and

That Council hereby stop up and permanently close and sell the O'Malley Road allowance from Gibb Line east to the easterly limit of property at 23855 Gibb Line, legally described at R.D.A.L BTN LT 16 AND 17 CON 2 ALDBOROUGH, PIN 351080202 to the owner of property for roll number 3434-000-01104400000; and

That Council approves by-law 2025-63 as present at the November 27, 2025, meeting.

8. Committee and Board Reports or Updates

Council opportunity to provide updates from committee or board meetings.

9. Notice of Motion

9.1 Councillor Statham - Letter of Support, Elgin ATV Club

<u>To be read on December 18, 2025</u>

Whereas Elgin ATV Club President Dan Soos attended Council on October 23, 2025, requesting a letter of Support from West Elgin Council be provided, to provide to Entegrus to acquire access to the railbed system; And

Whereas the Elgin ATV Club is a not-for-profit group, creating a safe riding environment affiliated with the Ontario ATV trail system; Now

Therefore Council direct staff to provide a letter of support, as requested by the Elgin ATV Club, supporting their efforts to access and maintain the Entegrus railbed system.

10. Council Inquires/Announcements

Council opportunity for information inquiries and/or announcements.

11. Correspondence

Recommendation:
That West Elgin Council herby receive and file all correspondence, not otherwise dealt with.

11.1 County of Elgin, Notice of No Appeals, E 52-25 157

11.2 Experience Ontario 2026 158

11.3 FPT Meeting on Emergency Management 161

11.4 Watson & Associates, Proposed Water and Wastewater Corporations Act 162

11.5 Town of Kingsville Resolution Re: Opposition to Consolidation of Conservation Authorities 168

12. Items Requiring Council Consideration

12.1 Councillor Sousa - Implementation of Crosswalks

Recommendation:
That Council direct staff to investigate potential options for the implementation of standard painted crosswalk infrastructure throughout West Elgin, with consideration be given to incorporating a design element within applicable crosswalks to honour our veterans and serve as a lasting symbol of remembrance within our community; And

Further, that staff include cost estimates for the installation of crosswalk lights in proximity to schools, ensuring alignment with existing or additional crossing signage.

12.2 Deputy Mayor Tellier - Reinstatement of Policing Committee

Recommendation:
Whereas growing concerns in the community mount regarding safety of residents, West Elgin Council hereby directs staff to investigate reinstating the The Policing Committee for The Municipality of West Elgin, including contacting the OPP for collaborated efforts.

13. By-Laws

13.1 Fleuren Drain Ext 3rd Reading 170

Recommendation:
That By-law 2025-54, Being a By-Law to provide for drainage works on the Fleuren Drain Extension in the Municipality of West Elgin, be read a third and final time.

13.2 Mills Drain 3rd Reading 172

Recommendation:
That By-law 2025-55, Being a By-Law to provide for drainage works on the Mills Drain in the Municipality of West Elgin, be read a third and final time.

13.3 By-law 2025-63, Stop up, Close and Sell/Transfer 174

Recommendation:
That By-law 2025-63, Being a By-law to Stop Up, Close and Sell/Transfer part of a Road Allowance for O'Malley Road Between Gibb Line to the Easternly Limit of 23855 Gibb Line, be read a first, second, and third and final time.

14. Confirming By-Law 175

Recommendation:
That By-law 2025-64 being a By-law to confirm the proceeding of the Regular Meeting of Council held on November 27, 2025, be read a first, second and third and final time.

15. Adjournment

Recommendation:
That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 4:00pm, on Thursday, December 18, 2025, or at the call of the Chair.

OPP Detachment Board Report
Collision Reporting System
September - October 2025

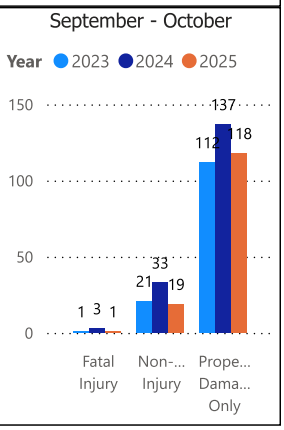
Motor Vehicle Collisions by Type

September - October

Year	2023		2024		2025	
CollisionType	Incidents	% Change	Incidents	% Change	Incidents	% Change
Fatal Injury	1	--	3	200.0%	1	-66.7%
Non-Fatal Injury	21	-27.6%	33	57.1%	19	-42.4%
Property Damage Only	112	-13.8%	137	22.3%	118	-13.9%
Total	**134**	**-15.7%**	**173**	**29.1%**	**138**	**-20.2%**

YTD

Year	2023		2024		2025	
CollisionType	Incidents	% Change	Incidents	% Change	Incidents	% Change
Fatal Injury	2	-50.0%	6	200.0%	4	-33.3%
Non-Fatal Injury	105	5.0%	116	10.5%	117	0.9%
Property Damage Only	571	-10.2%	685	20.0%	689	0.6%
Total	**678**	**-8.4%**	**807**	**19.0%**	**810**	**0.4%**



Data source (Collision Reporting System) date:
07-Nov-2025

Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Collision Reporting System
September - October 2025

Fatalities in Detachment Area - Incidents

September - October

Type	Motor Vehicle			Motorized Snow Vehicle			Off-Road Vehicle		
Year	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change
2023	1	1	--	0	0	--	0	0	--
2024	1	3	200.0%	0	0	--	0	0	--
2025	0	1	-66.7%	0	0	--	0	0	--

YTD

Type	Motor Vehicle			Motorized Snow Vehicle			Off-Road Vehicle		
Year	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change	Alcohol/Drugs	Incidents	% Change
2023	1	2	-50.0%	0	0	--	0	0	--
2024	1	6	200.0%	0	0	--	0	0	--
2025	0	4	-33.3%	0	0	--	0	0	--

Fatalities in Detachment Area - Persons Killed

September - October

Type	Motor Vehicle		Motorized Snow Vehicle		Off-Road Vehicle	
Year	Persons Killed	% Change	Persons Killed	% Change	Persons Killed	% Change
2023	1	--	0	--	0	--
2024	3	200.0%	0	--	0	--
2025	1	-66.7%	0	--	0	--

YTD

Type	Motor Vehicle		Motorized Snow Vehicle		Off-Road Vehicle	
Year	Persons Killed	% Change	Persons Killed	% Change	Persons Killed	% Change
2023	2	-50.0%	0	--	0	--
2024	6	200.0%	0	--	0	--
2025	4	-33.3%	0	--	0	--

Primary Causal Factors in Fatal Motor Vehicle Collisions

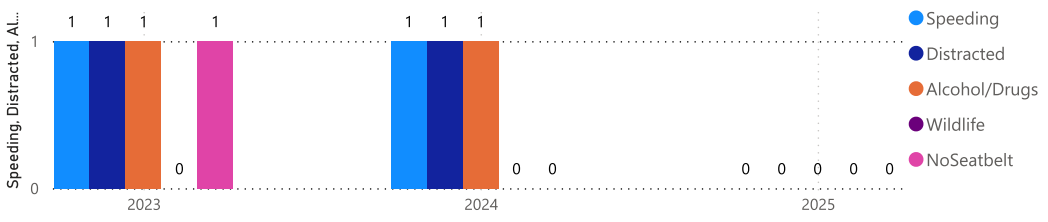
September - October

	2023	2024	2025
Speeding	1	1	0
Speeding % Change	--	0.0%	-100.0%
Distracted	1	1	0
Distracted % Change	--	0.0%	-100.0%
Alcohol/Drugs	1	1	0
Alcohol/Drugs % Change	--	0.0%	-100.0%
Wildlife	0	0	0
Wildlife % Change	--	--	--
NoSeatbelt	1	0	0
NoSeatbelt YoY%	--	-100.0%	--

YTD

	2023	2024	2025
Speeding	1	3	0
Speeding % Change	--	200.0%	-100.0%
Distracted	1	3	1
Distracted % Change	-50.0%	200.0%	-66.7%
AlcoholDrugs	1	1	0
AlcoholDrugs % Change	--	0.0%	-100.0%
Wildlife	0	0	0
Wildlife % Change	--	--	--
NoSeatbeltYTD	1	0	0
NoSeatbeltYTD YoY%	--	-100.0%	--

September - October



Data source (Collision Reporting System) date:

07-Nov-2025

Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:

07-Nov-2025

Report Generated on:

07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

Criminal Code and Provincial Statute Charges Laid

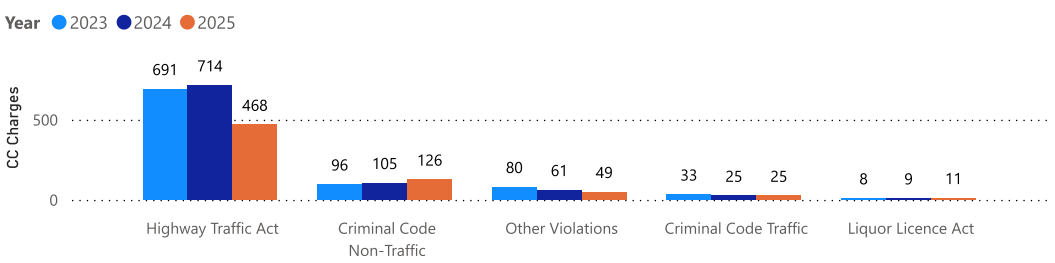
September - October

Year	2023		2024		2025	
ChargeCategory1	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Criminal Code Non-Traffic	96	-19.3%	105	9.4%	126	20.0%
Criminal Code Traffic	33	32.0%	25	-24.2%	25	0.0%
Highway Traffic Act	691	63.7%	714	3.3%	468	-34.5%
Liquor Licence Act	8	100.0%	9	12.5%	11	22.2%
Other Violations	80	48.1%	61	-23.8%	49	-19.7%
Total	**908**	**45.5%**	**914**	**0.7%**	**679**	**-25.7%**

YTD

Year	2023		2024		2025	
ChargeCategory1	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Criminal Code Non-Traffic	493	24.5%	520	5.5%	747	43.7%
Criminal Code Traffic	140	53.8%	140	0.0%	151	7.9%
Highway Traffic Act	2,813	55.8%	3,610	28.3%	3,001	-16.9%
Liquor Licence Act	32	-25.6%	50	56.3%	52	4.0%
Other Violations	364	62.5%	314	-13.7%	342	8.9%
Total	**3,842**	**50.1%**	**4,634**	**20.6%**	**4,293**	**-7.4%**

September - October



Traffic Related Charges

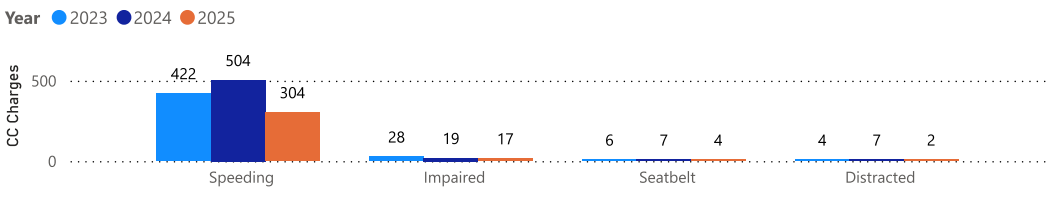
September - October

Year	2023		2024		2025	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	422	73.0%	504	19.4%	304	-39.7%
Seatbelt	6	50.0%	7	16.7%	4	-42.9%
Impaired	28	33.3%	19	-32.1%	17	-10.5%
Distracted	4	0.0%	7	75.0%	2	-71.4%

YTD

Year	2023		2024		2025	
ChargeCategory2	Offence Count	% Change	Offence Count	% Change	Offence Count	% Change
Speeding	1,718	56.8%	2,522	46.8%	1,918	-23.9%
Seatbelt	21	-32.3%	48	128.6%	54	12.5%
Impaired	102	43.7%	117	14.7%	106	-9.4%
Distracted	19	90.0%	15	-21.1%	18	20.0%

September - October



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:

7-Nov-25

Report Generated on:

07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

eTicketing Warnings

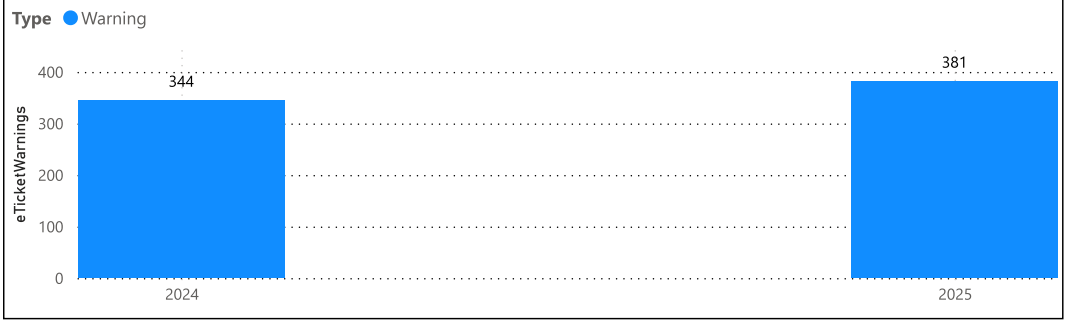
September - October

Year	2024		2025	
Type	Total	% Change	Total	% Change
Warning	344	-38.1%	381	10.8%

YTD

Year	2024		2025	
Type	Total	% Change	Total	% Change
Warning	2,802	17.3%	1,763	-37.1%

September - October



Note: The eTicketing system was not fully implemented until the end of 2022, therefore data is only available beginning in 2023. % Change in 2023 may appear higher in this report due to the incomplete 2022 data.

Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date: 7-Nov-25

Report Generated on: 07-Nov-2025 10:56:55 AM

OPP Detachment Board Report
Records Management System
September - October 2025

Violent Crime

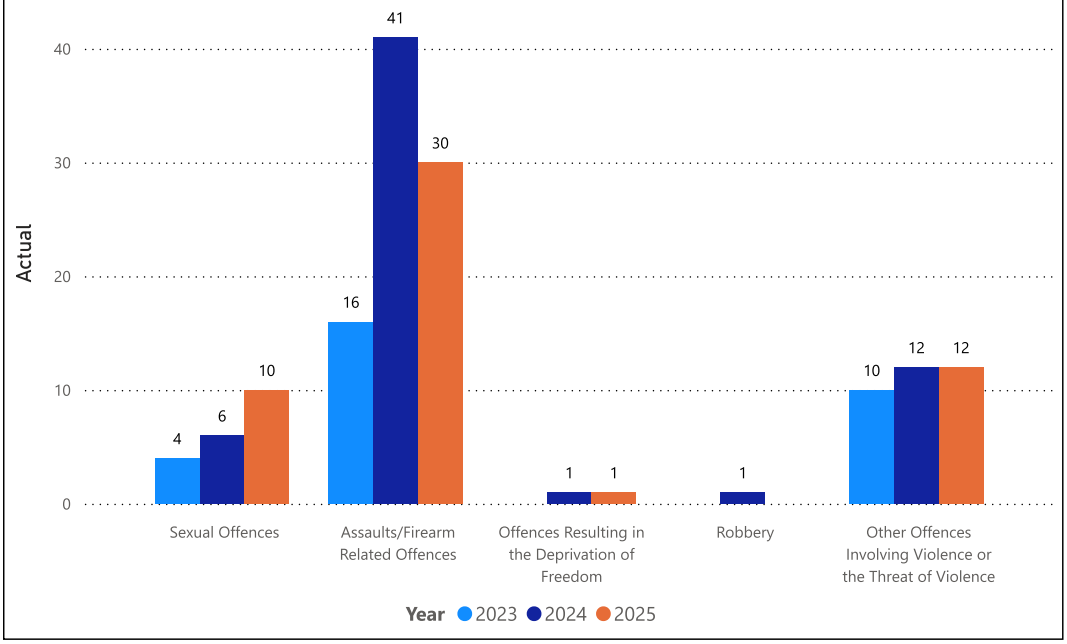
September-October

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	0	--	0	--	0	--
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	0	--	0	--	0	--
Sexual Offences	4	33.3%	6	50.0%	10	66.7%
Assaults/Firearm Related Offences	16	-36.0%	41	156.3%	30	-26.8%
Offences Resulting in the Deprivation of Freedom	0	--	1	--	1	0.0%
Robbery	0	-100.0%	1	--	0	-100.0%
Other Offences Involving Violence or the Threat of Violence	10	-23.1%	12	20.0%	12	0.0%
Offences in Relation to Sexual Services	0	--	0	--	0	--
Total	**30**	**-28.6%**	**61**	**103.3%**	**53**	**-13.1%**

YTD

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Homicides	0	-100.0%	2	--	0	-100.0%
Other Offences Causing Death	0	--	0	--	0	--
Attempted Murder	0	--	0	--	0	--
Sexual Offences	28	16.7%	44	57.1%	34	-22.7%
Assaults/Firearm Related Offences	112	15.5%	132	17.9%	177	34.1%
Offences Resulting in the Deprivation of Freedom	2	--	4	100.0%	2	-50.0%
Robbery	2	-50.0%	3	50.0%	3	0.0%
Other Offences Involving Violence or the Threat of Violence	58	1.8%	70	20.7%	64	-8.6%
Offences in Relation to Sexual Services	0	--	0	--	0	--
Total	**202**	**10.4%**	**255**	**26.2%**	**280**	**9.8%**

September - October



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

Property Crime

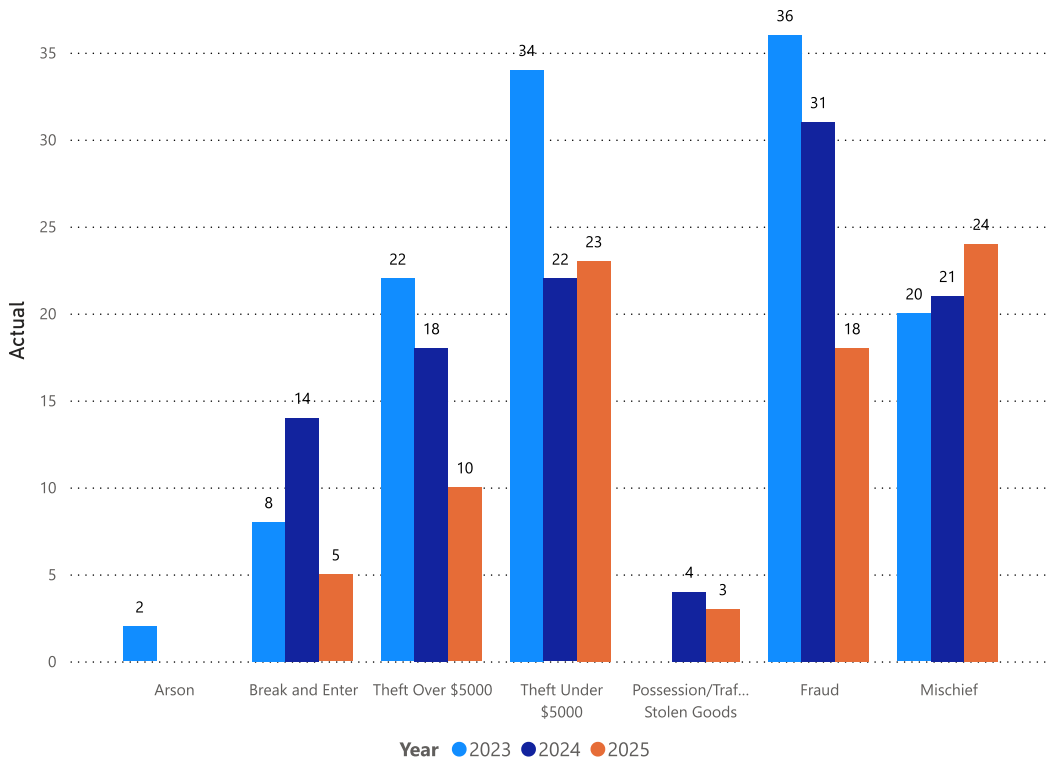
September - October

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	2	--	0	-100.0%	0	--
Break and Enter	8	-68.0%	14	75.0%	5	-64.3%
Theft Over $5000	22	-8.3%	18	-18.2%	10	-44.4%
Theft Under $5000	34	-38.2%	22	-35.3%	23	4.5%
Possession/Trafficking Stolen Goods	0	-100.0%	4	--	3	-25.0%
Fraud	36	9.1%	31	-13.9%	18	-41.9%
Mischief	20	-4.8%	21	5.0%	24	14.3%
Total	**122**	**-25.2%**	**110**	**-9.8%**	**83**	**-24.5%**

YTD

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Arson	3	200.0%	2	-33.3%	2	0.0%
Break and Enter	41	-55.4%	54	31.7%	33	-38.9%
Theft Over $5000	92	-15.6%	73	-20.7%	53	-27.4%
Theft Under $5000	135	-23.7%	100	-25.9%	115	15.0%
Possession/Trafficking Stolen Goods	8	-33.3%	7	-12.5%	8	14.3%
Fraud	144	-5.3%	157	9.0%	118	-24.8%
Mischief	86	-5.5%	79	-8.1%	87	10.1%
Total	**509**	**-19.7%**	**472**	**-7.3%**	**416**	**-11.9%**

September - October



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

Drug Crime

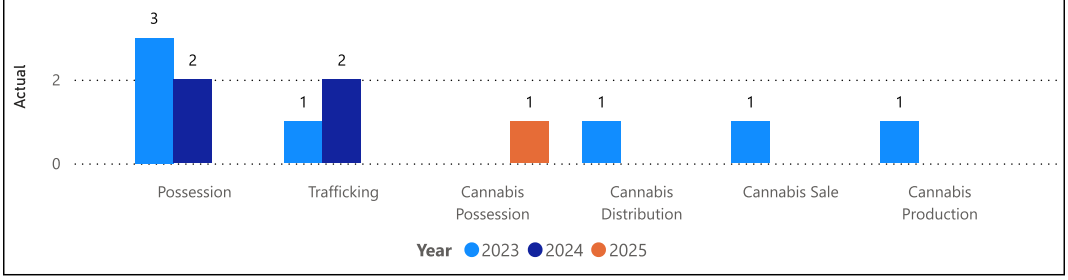
September - October

Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	3	200.0%	2	-33.3%	0	-100.0%
Trafficking	1	0.0%	2	100.0%	0	-100.0%
Importation & Production	0	--	0	--	0	--
Cannabis Possession	0	--	0	--	1	--
Cannabis Distribution	1	--	0	-100.0%	0	--
Cannabis Sale	1	--	0	-100.0%	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	1	--	0	-100.0%	0	--
Other Cannabis Violations	0	--	0	--	0	--
Total	**7**	**250.0%**	**4**	**-42.9%**	**1**	**-75.0%**

YTD

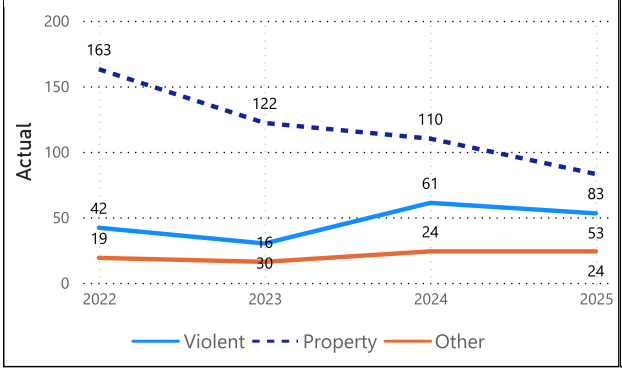
Year	2023		2024		2025	
ViolationGrp	Actual	% Change	Actual	% Change	Actual	% Change
Possession	6	20.0%	5	-16.7%	1	-80.0%
Trafficking	13	160.0%	15	15.4%	7	-53.3%
Importation & Production	0	--	0	--	1	--
Cannabis Possession	0	--	1	--	2	100.0%
Cannabis Distribution	1	--	0	-100.0%	0	--
Cannabis Sale	1	--	0	-100.0%	0	--
Cannabis Importation & Exportation	0	--	0	--	0	--
Cannabis Production	1	--	0	-100.0%	0	--
Other Cannabis Violations	0	--	0	--	0	--
Total	**22**	**120.0%**	**21**	**-4.5%**	**11**	**-47.6%**

September - October



Top 3 Violation Types

September - October



Top 5 Violation Groups

September - October

ViolationGrp	2022	2023	2024	2025	Total
Theft Under $5000	55	34	22	23	**134**
Fraud	33	36	31	18	**118**
Assaults/Firearm Related Offences	25	16	41	30	**112**
Mischief	21	20	21	24	**86**
Theft Over $5000	24	22	18	10	**74**

Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

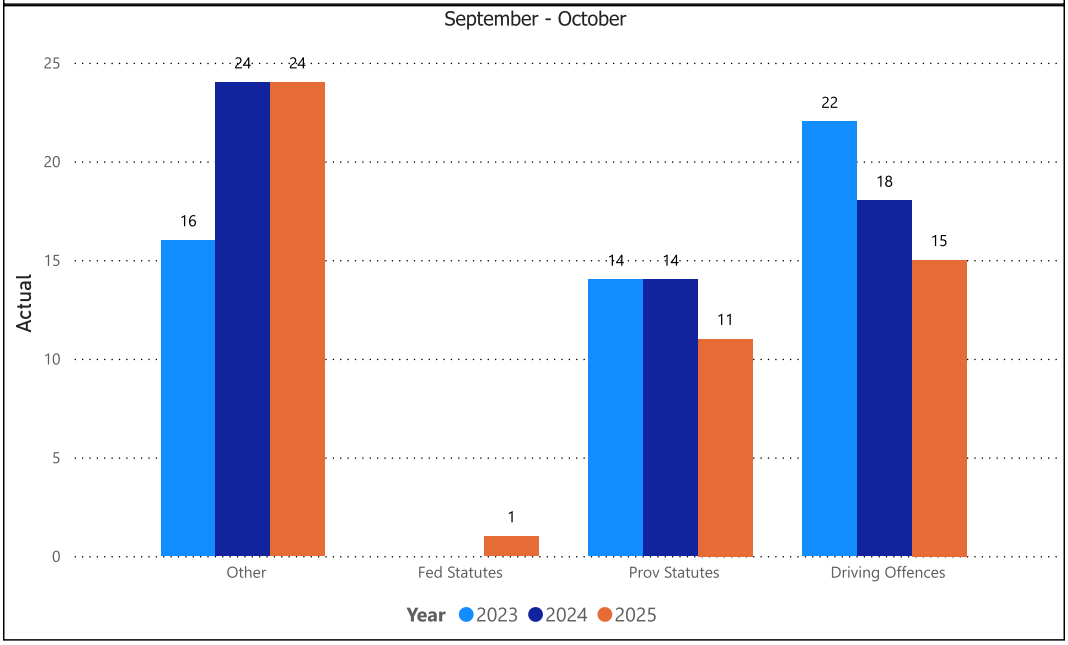
Other Crime Occurrences

September - October

Year	2023		2024		2025	
Violation_rollup	Actual	% Change	Actual	% Change	Actual	% Change
Other	16	-15.8%	24	50.0%	24	0.0%
Fed Statutes	0	--	0	--	1	--
Prov Statutes	14	27.3%	14	0.0%	11	-21.4%
Driving Offences	22	10.0%	18	-18.2%	15	-16.7%
Total	**52**	**4.0%**	**56**	**7.7%**	**51**	**-8.9%**

YTD

Year	2023		2024		2025	
Violation_rollup	Actual	% Change	Actual	% Change	Actual	% Change
Other	73	-9.9%	80	9.6%	118	47.5%
Fed Statutes	3	-80.0%	1	-66.7%	3	200.0%
Prov Statutes	69	-32.4%	70	1.4%	63	-10.0%
Driving Offences	101	50.7%	98	-3.0%	97	-1.0%
Total	**246**	**-7.2%**	**249**	**1.2%**	**281**	**12.9%**



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:

07-Nov-2025

Report Generated on:

07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

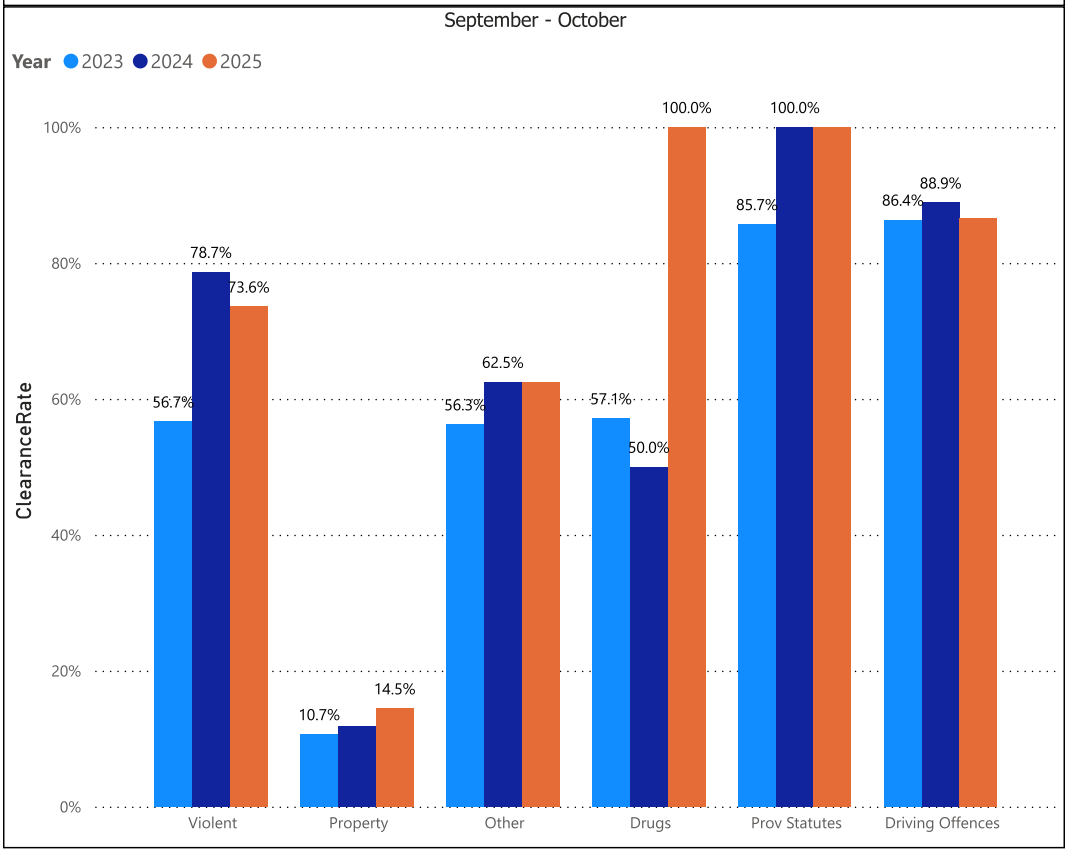
Clearance Rate

September - October

Year	2023		2024		2025	
	%	% Change	%	% Change	%	% Change
Violent	56.7%	-11.9%	78.7%	38.9%	73.6%	-6.5%
Property	10.7%	-27.6%	11.8%	10.9%	14.5%	22.3%
Other	56.3%	18.8%	62.5%	11.1%	62.5%	0.0%
Drugs	57.1%	--	50.0%	-12.5%	100.0%	100.0%
Fed Statutes					0.0%	--
Prov Statutes	85.7%	-5.7%	100.0%	16.7%	100.0%	0.0%
Driving Offences	86.4%	8.0%	88.9%	2.9%	86.7%	-2.5%

YTD

Year	2023		2024		2025	
Violation_rollup	%	% Change	%	% Change	%	% Change
Violent	70.3%	2.1%	71.0%	1.0%	83.6%	17.7%
Property	12.6%	26.5%	10.8%	-14.1%	10.1%	-6.6%
Other	58.9%	25.6%	52.5%	-10.9%	65.3%	24.3%
Drugs	40.9%	2.3%	47.6%	16.4%	72.7%	52.7%
Fed Statutes	0.0%	-100.0%	100.0%	--	0.0%	-100.0%
Prov Statutes	92.8%	1.7%	91.4%	-1.4%	96.8%	5.9%
Driving Offences	74.3%	-14.2%	78.6%	5.8%	80.4%	2.3%



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

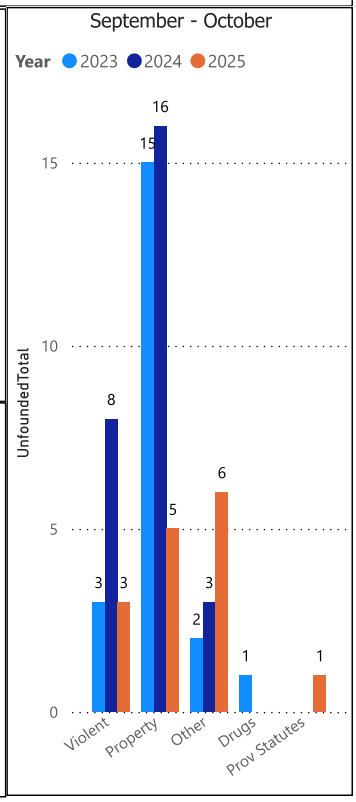
Unfounded

September - October

Year	2023		2024		2025	
Violation_rollup	Count	% Change	Count	% Change	Count	% Change
Violent	3	-40.0%	8	166.7%	3	-62.5%
Property	15	36.4%	16	6.7%	5	-68.8%
Other	2	100.0%	3	50.0%	6	100.0%
Drugs	1	--	0	-100.0%	0	--
Fed Statutes	0	--	0	--	0	--
Prov Statutes	0	--	0	--	1	--
Driving Offences	0	--	0	--	0	--
Total	**21**	**23.5%**	**27**	**28.6%**	**15**	**-44.4%**

YTD

Year	2023		2024		2025	
Violation_rollup	Count	% Change	Count	% Change	Count	% Change
Violent	16	-33.3%	21	31.3%	12	-42.9%
Property	65	58.5%	63	-3.1%	44	-30.2%
Other	10	-16.7%	12	20.0%	22	83.3%
Drugs	2	--	0	-100.0%	0	--
Fed Statutes	0	-100.0%	1	--	0	-100.0%
Prov Statutes	0	--	1	--	1	0.0%
Driving Offences	0	--	0	--	0	--
Total	**93**	**19.2%**	**98**	**5.4%**	**79**	**-19.4%**



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:

07-Nov-2025

Report Generated on:

07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

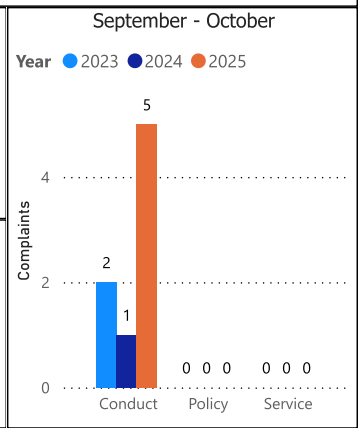
Public Complaints (Detachment Level Only)

September - October

Year	2023		2024		2025	
INCIDENT_TYPE	Count	% Change	Count	% Change	Count	% Change
Conduct	2	-50.0%	1	-50.0%	5	400.0%
Policy	0	--	0	--	0	--
Service	0	--	0	--	0	--
Total	**2**	**-50.0%**	**1**	**-50.0%**	**5**	**400.0%**

YTD

Year	2023		2024		2025	
INCIDENT_TYPE	Count	% Change	Count	% Change	Count	% Change
Conduct	5	-50.0%	9	80.0%	11	22.2%
Policy	1	0.0%	0	-100.0%	0	--
Service	0	--	0	--	0	--
Total	**6**	**-45.5%**	**9**	**50.0%**	**11**	**22.2%**



Data source: RMS Data Feed
Ontario Provincial Police, Professional Standards Bureau Commander Reports - File Manager System

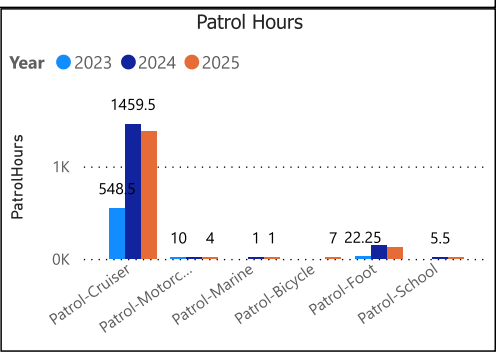
Data source date:
07-Nov-2025

Daily Activity Reporting

Daily Activity Reporting Patrol Hours

September - October

ODCdescr	2023	2024	2025
Patrol-Cruiser	548.50	1,459.50	1,383.75
Patrol-Aircraft	0.00	0.00	0.00
Patrol-Motorcycle	10.00	14.50	4.00
Patrol-Marine	0.00	1.00	1.00
Patrol-ATV	0.00	0.00	0.00
Patrol-Snowmobile	0.00	0.00	0.00
Patrol-Bicycle	0.00	0.00	7.00
Patrol-Foot	22.25	149.25	126.25
Patrol-School	0.00	5.50	12.00
Total	**580.75**	**1,629.75**	**1,534.00**



Data source (Daily Activity Reporting System) date:
07-Nov-2025

Detachment: 6P - ELGIN COUNTY
Location code(s): 6P00 - ELGIN COUNTY

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

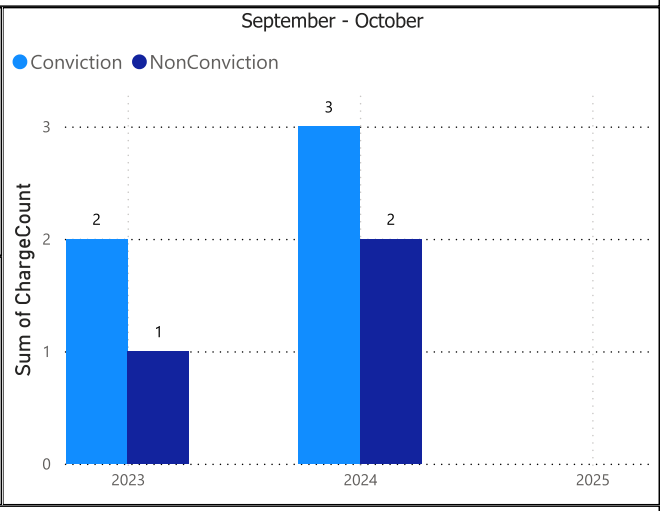
Youth Charges by Disposition Type

September - October

Disposition_Type	2023	2024	2025
Bail	0	0	0
Conference	0	0	0
Conviction	2	3	0
Diversion	0	0	0
NonConviction	1	2	0
NotAccepted	0	0	0
Total	**3**	**5**	**0**

YTD

Disposition_Type	2023	2024	2025
Bail	0	0	0
Conference	0	0	0
Conviction	10	8	4
Diversion	0	12	2
NonConviction	32	20	5
NotAccepted	0	0	0
Total	**45**	**42**	**16**



Youth Charges by Disposition and Occurrence Type

September - October

Year	2025	Total
OccType		
Total		**0**

YTD

Year	2025						Total
OccType	Bail	Conviction	Diversion	NonConviction	NotAccepted	POATicket	
Assault	0	1	0	0	0	0	**1**
eTicket - Marine						1	**1**
eTicket - Vehicle		0	0	0	0	4	**4**
Impaired/over 80		3		5	0		**8**
Threats		0	2	0			**2**
Total	**0**	**4**	**2**	**5**	**0**	**5**	**16**

The tables and chart on this page present summarized youth charges by disposition and occurrence type that have been recorded in the OPP Niche RMS application. Of note... the Niche data sourced for this report page only lists youth charges that have had a disposition type entered against them. Therefore, please be aware that the counts of youth charges entries on this report page are under stating the potential sum of youth charges that are in OPP Niche RMS.

Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

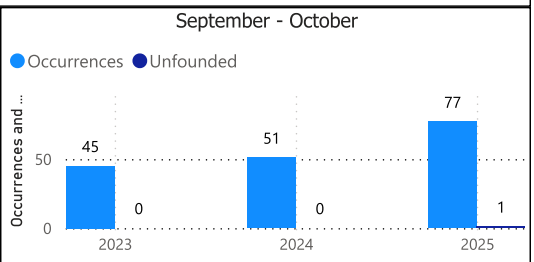
Report Generated on:
07-Nov-2025 10:58:08 AM

OPP Detachment Board Report
Records Management System
September - October 2025

Mental Health Act Occurrences

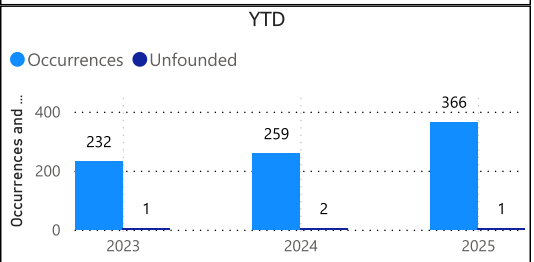
September - October

Year	Occurrences	Unfounded
2023	45	0
2024	51	0
2025	77	1



YTD

Year	Occurrences	Unfounded
2023	232	1
2024	259	2
2025	366	1



Mental Health Act Occurrences by Occurrence Type

September - October

Year	2025	
OccurrenceType	Occurrences	Unfounded
Ambulance Assistance	2	0
Assault	6	0
Attempt or threat of suicide	11	0
Family dispute	4	0
Impaired/over 80	1	0
Intimate Partner Violence	3	0
Mental health act	47	1
Person Well-Being Check	2	0
Trespass by night	1	0
Total	**77**	**1**

Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

Overdose Occurrences

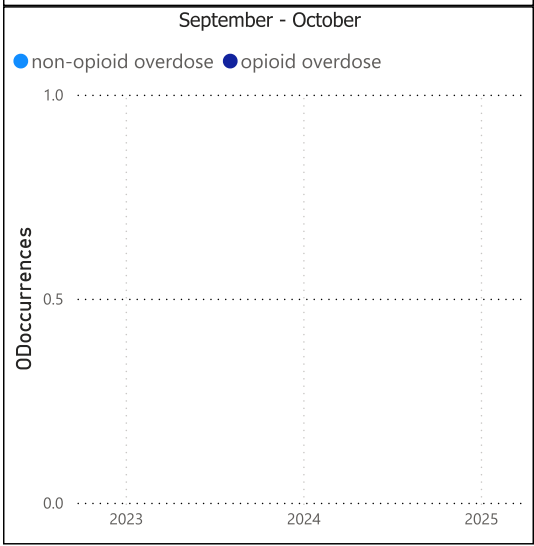
September - October

Fatal	2023	2024	2025
Fatal	**0**	**0**	**0**
non-opioid overdose	0	0	0
opioid overdose	0	0	0
non-Fatal	**0**	**1**	**0**
non-opioid overdose	0	0	0
opioid overdose	0	1	0
Total	**0**	**1**	**0**

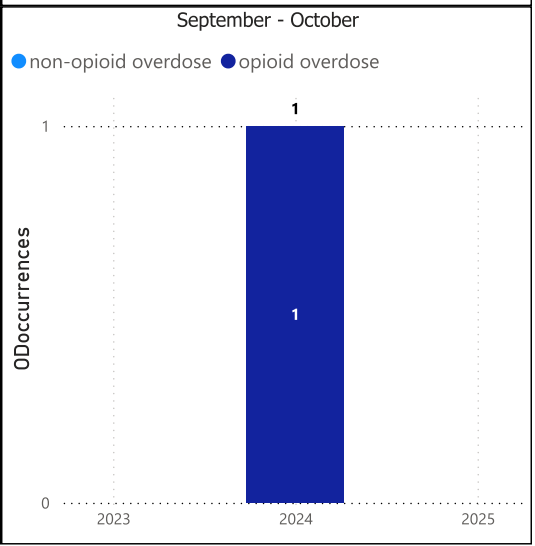
YTD

Fatal	2023	2024	2025
Fatal	**2**	**2**	**0**
non-opioid overdose	1	0	0
opioid overdose	1	2	0
non-Fatal	**0**	**3**	**1**
non-opioid overdose	0	0	1
opioid overdose	0	3	0
Total	**2**	**5**	**1**

Fatal Overdose Occurrences



Non-Fatal Overdose Occurrences



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:
07-Nov-2025

Report Generated on:
07-Nov-2025 10:56:16 AM

OPP Detachment Board Report
Records Management System
September - October 2025

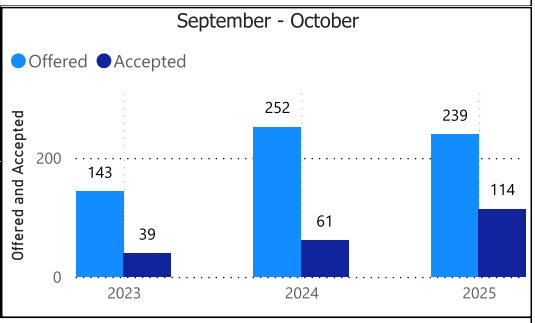
Referrals to Victim Service Agencies by Year

September - October

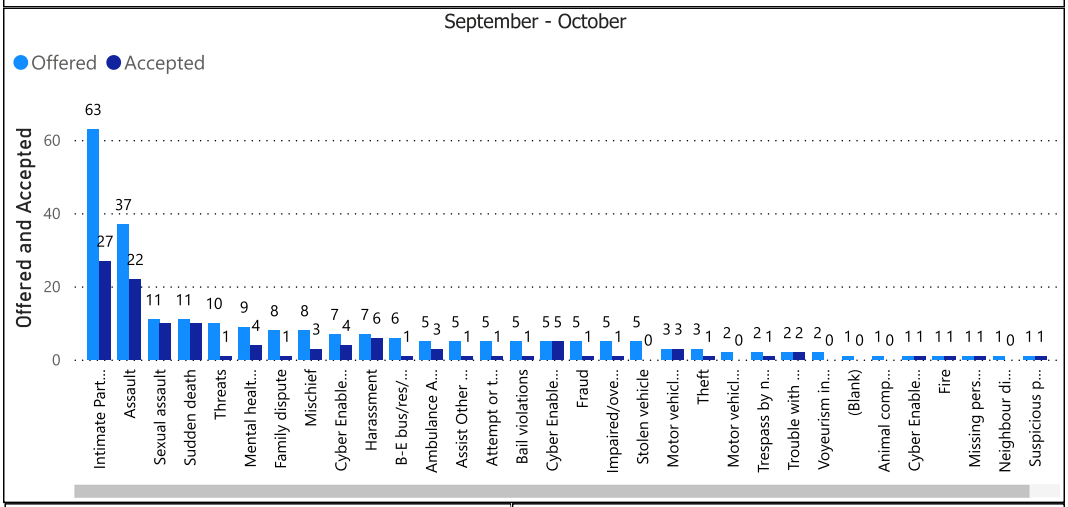
Year	Offered	Accepted	% Accepted
2023	143	39	26.2%
2024	252	61	23.3%
2025	239	114	46.9%

YTD

Year	Offered	Accepted	% Accepted
2023	567	151	25.6%
2024	921	263	27.5%
2025	1222	520	42.0%



Referrals to Victim Service Agencies by Occurrence Type



Referrals Accepted (%) by Age Group

September - October

PersonAgeRange	2023	2024	2025
	9.9%		
11 - 16	100.0%	18.2%	50.0%
17 - 25	100.0%	22.6%	61.3%
26 - 45	100.0%	31.4%	44.9%
46 - 65	100.0%	22.9%	41.4%
6 - 10		0.0%	25.0%
Over 65	80.0%	7.7%	54.1%
Under 6	100.0%	0.0%	0.0%

YTD

PersonAgeRange	2023	2024	2025
	9.2%	9.7%	
11 - 16	100.0%	36.7%	60.0%
17 - 25	100.0%	31.8%	46.7%
26 - 45	97.8%	35.8%	36.8%
46 - 65	96.7%	34.5%	40.9%
6 - 10	100.0%	0.0%	52.9%
Over 65	90.9%	18.3%	47.3%
Under 6	100.0%	0.0%	45.2%

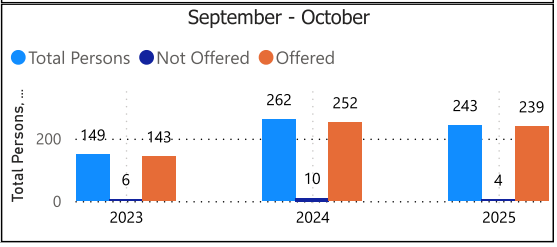
Referrals Not Offered

September - October

ServicesNotOfferedReason	2023	2024	2025
	0	0	0
	0	0	0
Victim deceased or unable to respond	6	10	4
Victim resides outside Ontario	0	0	0

YTD

ServicesNotOfferedReason	2023	2024	2025
	0	0	0
	0	1	0
Victim deceased or unable to respond	22	33	17
Victim resides outside Ontario	1	1	0



Detachment: 6P - ELGIN COUNTY

Location code(s): 6P00 - ELGIN COUNTY

Area(s): 6039 - Mun of West Elgin, 6041 - Mun of Bayham, 6042 - Mun of Central Elgin, 6043 - Mun of Dutton-Dunwich, 6045 - Twp of Malahide, 6047 - Port Stanley, 6049 - Twp of Southwold, 6907 - Port Burwell Provincial Park, 6932 - Hwy 401, 6934 - Hwy 3

Data source date:

07-Nov-2025

Report Generated on:

07-Nov-2025 10:56:16 AM

OPP Detachment Board Report

Report Information Page

Report Data Source Information:

Data Sources Utilized

- Niche RMS – CTSB Data Feed
- Collision Reporting System (eCRS)
- POIB File Manager
- Daily Activity Reporting System

Niche RMS

RMS data presented in this report is dynamic in nature and any numbers may change over time as the OPP continue to investigate and solve crime.

The following report tabs acquire their data from the OPP Niche RMS – CTSB Data Feed

- Complaints (Public Complaints Section Only)
- Charges
- Warnings
- Violent Crime
- Property Crime
- Drug Crime
- Clearance Rate
- Unfounded
- Other Crime
- Youth Charges
- MHA – Mental Health Act
- Overdose
- Victim Services

Collision Reporting System (eCRS)

Traffic related data for Collisions and Fatalities are collected from the OPP eCRS application.

The following report tabs acquire their data from the OPP eCRS (Collision Reporting System)

- Collisions
- Fatalities

DAR (Daily Activity Reporting)

Patrol hours are collected from the OPP DAR application.

The following report tabs acquire their data from the OPP DAR (Daily Activity Reporting)

- Complaints (Patrol Hours Section Only)

Municipality of West Elgin

Minutes

Council Meeting

November 13, 2025, 4:00 p.m.
Council Chambers
160 Main Street
West Lorne

Present:	**Mayor Leatham** **Deputy Mayor Tellier** **Councillor Denning** **Councillor Statham** **Councillor Sousa**
Staff Present:	**Robert Brown, Planner** **Terri Towstiuc, Manager of Community Services/Clerk** **Robin Greenall, Chief Administrative Officer** **Dave Charron, Manager of Infrastructure & Development**
Also Present:	**JM Spriet, P. Eng., Spriet Associates Engineers & Architects**

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

1. Call to Order

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

2. Motion to Suspend the Rules

Pursuant to Section 3.5 of By-law 2024-05 (Procedural By-law) "*Any part or parts of this by-law may be suspended by a vote with the consent of Council Members present unless the part(s) is prescribed by statute or law.*"

Resolution No. 2025- 287

Moved: Councillor Denning
Seconded: Councillor Sousa

That West Elgin Council hereby suspend the rules of By-law 2024-05, Section 4.2.6.3, allowing an amendment to the agenda after the deadline, for the purpose of and additional item for Closed Session.

Carried

3. Adoption of Agenda

Resolution No. 2025- 288

Moved: Deputy Mayor Tellier
Seconded: Councillor Statham

That West Elgin Council hereby adopts the Regular Council Agenda for November 13, 2025, as presented.

Carried

4. Disclosure of Pecuniary Interest and General Nature Thereof

4.1 Councillor Sousa - Amy Sousa, Roots & Revival 2026 Re: Use of Port Glasgow Trailer Park

Spouse is the President of Roots & Revival Committee, along with being a member of the committee.

5. Consideration Meeting, Hookaway Drain

Resolution No. 2025- 289

Moved: Deputy Mayor Tellier
Seconded: Councillor Statham

That West Elgin Council hereby proceed into a Public Meeting pursuant to the *Drainage Act*.

Carried

5.1 Engineers Report

That the Council of the Municipality of West Elgin hereby receives the Engineers report for the Hookaway Drain, dated October 20, 2025, as prepared and presented by Mr. JM Spriet, P. Eng.; and

That Council authorizes staff to initiate the tender process in accordance with the *Drainage Act*, as required, for the construction of the Municipal Drain known as Hookaway Drain, to be considered by Council following the Court of Revision; and

That the Court of Revision be scheduled for Monday, December 8, 2025, at 9:00am virtually via Zoom; and

That Council consider the provisional By-Law 2025-61, as presented in the By-Law portion of the agenda for a first and second reading.

5.2 Public or Landowner Comment

Brad Conway spoke on behalf of Dewulf family farms, indicating a concern about cement truck being washed and debris going into the drain. Both the Engineer and Drainage Superintendent confirmed this would be a violation pursuant to Environmental Act(s), through the Ministry of Environment.

5.3 Council Comment

None.

5.4 Adjournment

Resolution No. 2025- 290

Moved: Deputy Mayor Tellier
Seconded: Councillor Statham

That West Elgin Council hereby adjourn the public meeting, pursuant to the *Drainage Act*.

Carried

6. Delegations

6.1 Scott Mohan Re: High Property Taxes on Commercial (Lock-it-Up) Property

Scott Mohan, Lock-it-Up (Rodney) owner, came in to address Council regarding the significant cost of his property taxes, as a commercial property. Mr. Mohan was advised that the Municipal Property Assessment Corporation (MPAC) assesses all properties, and the municipality has no control. Mr. Mohan was advised to contact MPAC for a reassessment.

6.2 Amy Sousa, Roots & Revival 2026 Re: Use of Port Glasgow Trailer Park

Councillor Sousa declared a conflict on this item. (Spouse is the President of Roots & Revival Committee, along with being a member of the committee.)

Amy Sousa, President, Roots & Revival Committee, attended Council to propose the 2026 location of the festival be held at the Port Glasgow Trailer Park. Use of the dancehall and pavilion was requested, along with the municipal sound equipment, picnic table, garbage receptacles and dumpster, staffing to assist with parking and request to paint a mural on the side of the dancehall.

Mayor Leatham proposed that direction be provided to staff, to assess the feasibility and communicate with the campers of the park.

Resolution No. 2025- 291

Moved: Councillor Statham
Seconded: Deputy Mayor Tellier

That West Elgin Council direct staff to bring back a report of feasibility of the event being held at Port Glasgow Trailer Park and gauge the interest of the campers.

Carried

7. Adoption of Minutes

Resolution No. 2025- 292

Moved: Deputy Mayor Tellier
Seconded: Councillor Denning

That West Elgin Council hereby adopt the Minutes of October 23, 2025, as presented.

Carried

8. Business Arising from Minutes

None.

9. Staff Reports

9.1 Planning

9.1.1 Severance Application E60-25, Comments to Elgin County

Resolution No. 2025- 293

Moved: Councillor Denning
Seconded: Councillor Sousa

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application File E60-25 – Comments to Elgin County (Planning Report 2025-24), and

That West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E60-25, subject to the Lower-Tier Municipality conditions in Appendix One of this report; and

That West Elgin Council directs administration to provide this report as Municipal comments to the County of Elgin.

Carried

9.1.2 Severance Application E64-25, Comments to Elgin County

Resolution No. 2025- 294

Moved: Councillor Sousa
Seconded: Councillor Statham

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding severance application File E64-25 – Comments to Elgin County (Planning Report 2025-25).

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application, File E-64-25, 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

9.2 Wastewater

9.2.1 OCWA, Wastewater Operations, Third Quarter 2025

Resolution No. 2025- 295

Moved: Deputy Mayor Tellier
Seconded: Councillor Statham

That West Elgin Council hereby receive the Rodney and West Lorne Wastewater Operations Reports, Third Quarter 2025, for information purposes.

Carried

9.3 Water

9.3.1 OCWA Water Operations, Third Quarter 2025

Resolution No. 2025- 296

Moved: Councillor Denning
Seconded: Deputy Mayor Tellier

That West Elgin Council hereby receive the West Elgin Distribution System (Water) Operations Report, Third Quarter 2025, for information purposes.

Carried

9.4 Municipal Drains

9.4.1 Mumford Drain Tender Results

Resolution No. 2025- 297

Moved: Deputy Mayor Tellier
Seconded: Councillor Denning

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

That Council approves the low tender submission from McNally Excavating Ltd., in the amount of $407,817.00 (HST included).

Carried

10. Committee and Board Reports or Updates

None.

11. Notice of Motion

11.1 Councillor Sousa - Implementation of Crosswalks

To be read on November 27, 2025

Whereas safety remains a key concern for all residents of West Elgin and at present there are limited painted crosswalks and no crosswalk lighting.

Therefore I, Councillor Sousa am putting forward the following notice of motion:

That Council direct staff to investigate potential options for the implementation of standard painted crosswalk infrastructure throughout West Elgin, with consideration be given to incorporating a design element within applicable crosswalks to honour our veterans and serve as a lasting symbol of remembrance within our community, and

Further, that staff include cost estimates for the installation of crosswalk lights in proximity to schools, ensuring alignment with existing or additional crossing signage.

11.2 Deputy Mayor Tellier - Policing Committee

To be read on November 27, 2025

Whereas growing concerns in the community mount regarding safety of residents, West Elgin Council hereby directs staff to reinstate The Policing Committee for The Municipality of West Elgin, appointing a council member as well as work with the OPP to have an officer appointed to the committee.

12. Council Inquires/Announcements

Councillor Denning congratulated the West Elgin Secondary School boy's volleyball team on their win in the local tournament held at the West Elgin Secondary School.

Deputy Mayor Tellier reminded everyone of the Eagle Artisan Show and the Rodney Night Market, both being held on Saturday, November 15.

13. Correspondence

Deputy Mayor stepped out of Council Chambers briefly, from 5:14-5:15pm, during correspondence.

Resolution No. 2025- 298

Moved: Councillor Denning
Seconded: Councillor Statham

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

Carried

13.1 County of Elgin Correspondence

13.1.1 County of Elgin, Notice of Decision, E 52-25

13.1.2 County of Elgin Media Advisory Re: New Livestream for Council and Committee Meetings

13.1.3 County of Elgin Economic Development & Tourism Update, Fall 202**5**

13.2 Development Charges Updates

Councillor Statham spoke to the changes within the *Development Charges Act*, indicating that it will allow builder to defer some fees for non-resident development, until occupancy permit is issued.

13.2.1 Watson & Associates, Further Updates Re: Development Charges Act

13.2.2 Watson & Associates, Changes to the Development Charges Framework

13.2.3 Letter from Rob Flack

13.2.4 Letter dated October 30, 2025 from Hon. Robert J Flack Re: Amendments to Development Charges Act

13.3 Resolutions

13.3.1 Township of Stonemills Resolution 19-695-2025 Re: Advocacy for Funds to Effectively Manage the Emerald Ash Borer Infestation

13.3.2 Municipality of Tweed Resolution C-2025-10-22 Re: Collaborative Action on Sustainable Waste Management in Ontario

13.3.3 City of Brampton Resolution CW303-2025 Re: Provincial Decision on Automated Speed Enforcement (ASE)

13.3.4 Town of East Gwillimbury Resolution Re: Opposition to the Protect Ontario by Unleashing Our Economy Act, 2025

13.3.5 City of Cambridge Resolution Re: Rent Protection for Tenants

14. Items Requiring Council Consideration

None presented prior to the meeting.

15. By-Laws

15.1 By-law 2025-61, Hookaway Drain, 1st and 2nd Reading Only

Resolution No. 2025- 299

Moved: Councillor Statham
Seconded: Councillor Sousa

That By-law 2025-61, being a By-Law to provide for drainage works on the Hookaway Drain in the Municipality of West Elgin, be read a first and second time, and provisionally adopted.

Carried

16. Closed Session

Resolution No. 2025- 300

Moved: Deputy Mayor Tellier
Seconded: Councillor Sousa

That West Elgin Council hereby proceeds into Closed Session at 5:15 pm, to discuss matters pursuant to the *Municipal Act*, Section 239 (2):

- (b) Identifiable individuals (Volunteer Recognition Selection)
- (e) litigation or potential litigation (Port Glasgow Trailer Park)
- (b) Identifiable individuals (Third Party Contractors)
- (d) Labour Relations/Employee Negotiations (CAO Contract)
- (d) Labour Relations (HR Update)

Carried

17. Report from Closed Session

Report from Closed Session at 6:19pm.

West Elgin Council received five (5) items pursuant to the *Municipal Act*, Section 239(2), and provided the Mayor and staff with administrative direction.

18. Confirming By-Law

Resolution No. 2025- 301

Moved: Councillor Statham
Seconded: Councillor Sousa

That By-law 2025-62 being a By-law to confirm the proceeding of the Regular Meeting of Council held on November 13, 2025, be read a first, second and third and final time.

Carried

19. Adjournment

Resolution No. 2025- 302

Moved: Councillor Sousa
Seconded: Councillor Statham

That the Council of the Municipality of West Elgin hereby adjourn at 6:20pm, to meet again at 4:00pm, on Thursday November 27, 2025, or at the call of the Chair.

Carried

Richard Leatham, Mayor

Terri Towstiuc, Clerk

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robert Brown, Planner**
Date:	2025-11-12
Subject:	**Severance Application E56-25 – Comments to Elgin County – Recommendation Report – (Planning Report 2025-26)**

Recommendation:

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding consent application File E-56-25 – Comments to the County of Elgin (Planning Report 2025-26)

And that West Elgin Council hereby recommends approval to the Land Division Committee of the County of Elgin for severance application E56-25, subject to the Lower-Tier Municipal conditions in Appendix One of this report;

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

Purpose:

The purpose of this Report is to provide Council with recommendations related to authorizing municipal comments to the County of Elgin regarding County of Elgin Severance Application E56-25, as Elgin County is the planning approval authority for consents.

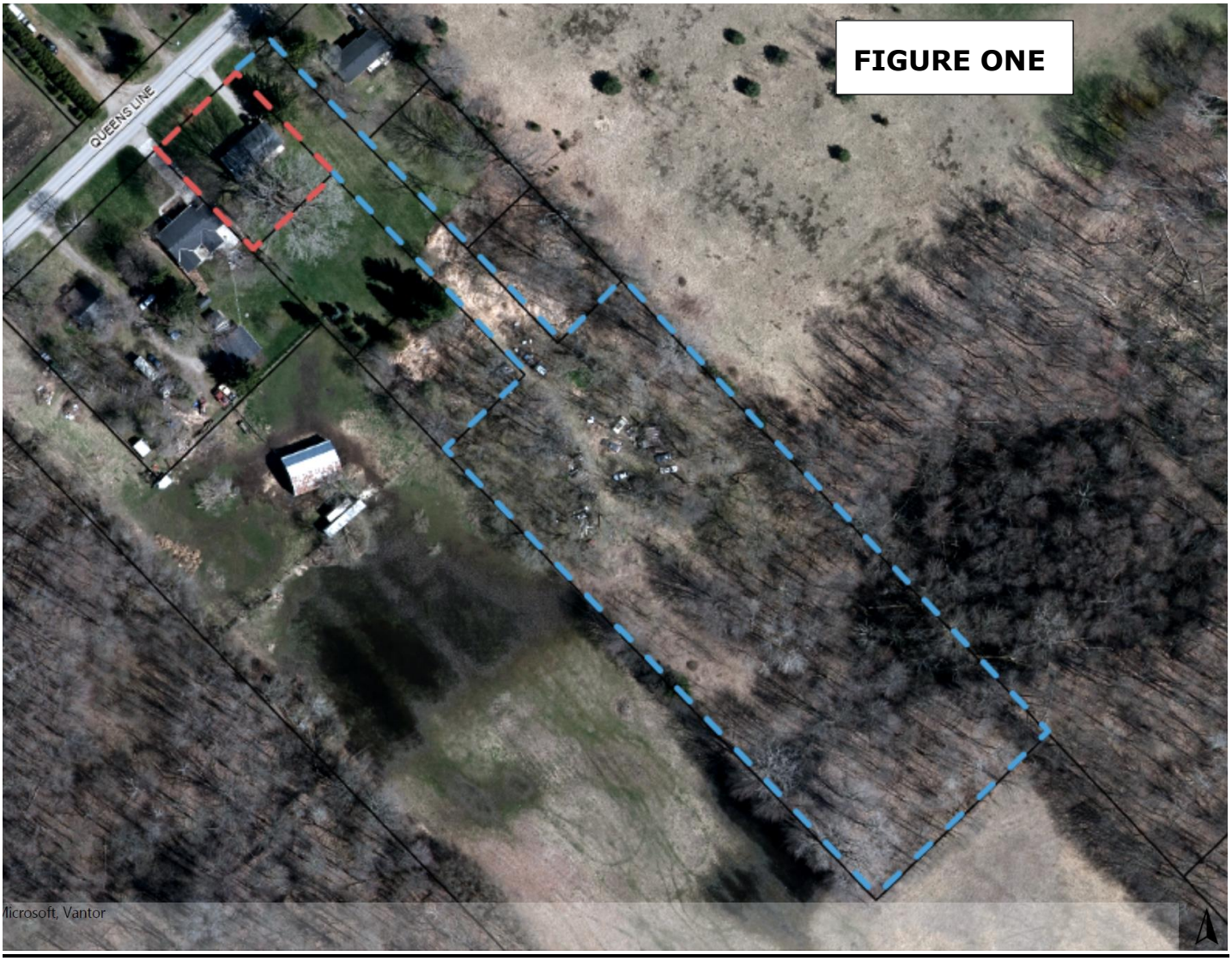
The purpose of the consent application is to facilitate the re-establishment of a former rural residential lot which inadvertently merged as the result of being held under the same ownership as abutting lands.

Background:

Below is background information, in a summary chart:

Application	E56-25
Owner/Applicant	Barbara Campbell
Legal Description	Part of Lot 17, Concession 8
Civic Address	24933 Queens Line
Entrance Access	Queens Line
Existing Land Area	1.375 ha (3.4 ac.)

Figure One shows the location of the subject property. The blue outline being the retained parcel and the red outline the severed parcel.



The Public Hearing is scheduled for December 10, 2025, at the Elgin County Land Division Committee Meeting.

A survey sketch was not prepared since the proposed consent is simply re-establishing the existing lot pattern. The measurements in the chart below are based on the current aerial mapping and considered appropriate for the proposed consent.

Application	Severed Parcel (red)			Retained Parcel (blue)		
	Frontage	Depth	Area	Frontage	Depth	Area
E56-25	31.6 m+/- (103.6 ft)	40 m+/- (131.2 ft)	1,264 m² (13,606 ft²)	12.7 m+/- (41.6 ft)	295 m+/- (968 ft)	1.37 ha+/- (3.38 ac.)

Financial Implications:

Application fees were collected in accordance with the Municipality's Fees and Charges By-law, as amended from time to time. The proposed re-establishment of the former lot will not result in any change in assessment.

Policies/Legislation:

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

With regard to this proposal involving severances, the Planning Authority is the County of Elgin Land Division Committee, wherein the Municipality provides agency comments to the County of Elgin as part of their decision-making process.

PPS(2024):

There are no issues of Provincial significance raised by the proposed consent to re-establish the former lots. The merging of the lands was inadvertent and only caused as a result of the death of one of the joint owners. Changes in the Planning Act also recognize that these circumstances have occurred in the past and have resulted in unintentional impacts to property owners through no fault of their own.

CEOP (2025):

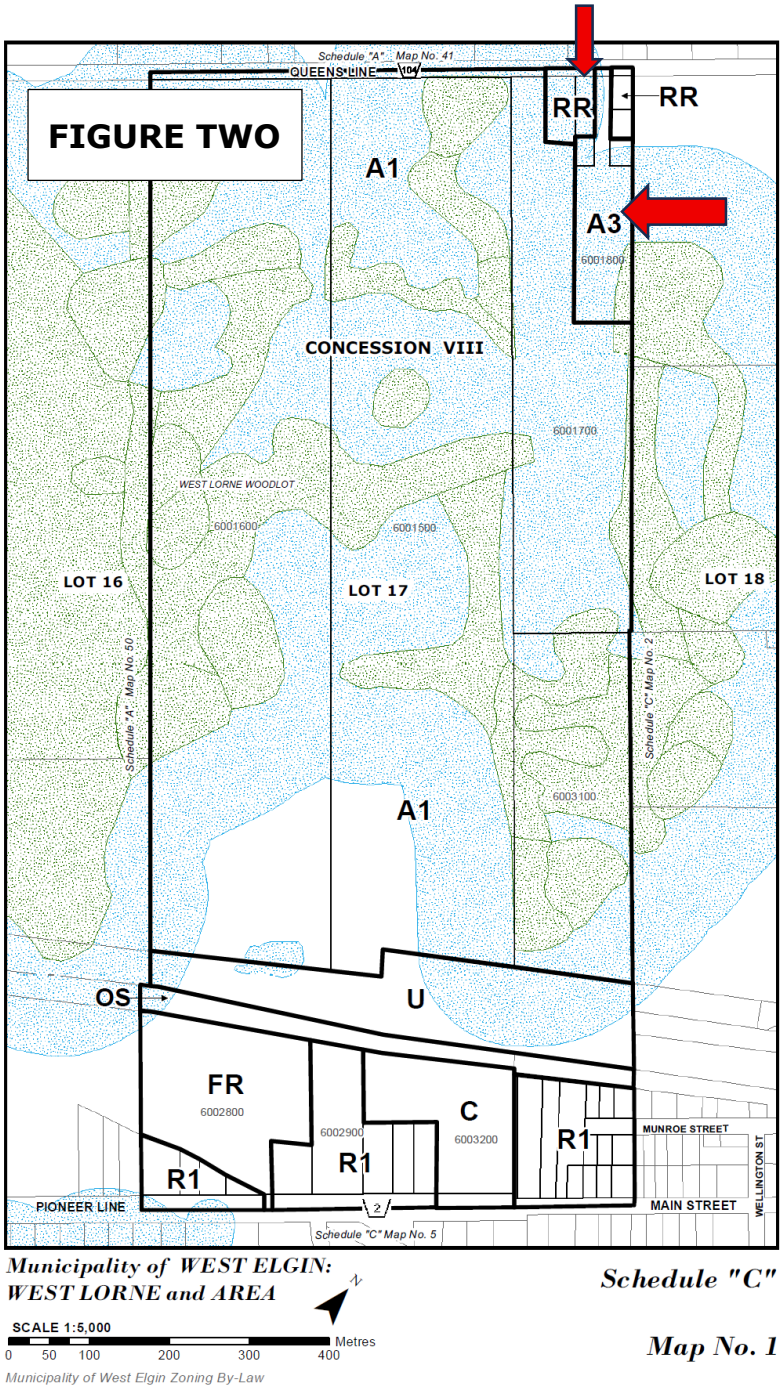
The subject lands are designated Agricultural Area on Schedule 'A' County Structure Plan in the CEOP. Section 12.4 permits a technical consent where no new lot is created. In the case of the subject lands a rural residential lot and undersized non-farm lot merged unintentionally as the result of the death of one of the joint owners thus placing abutting lands under the same ownership.

WEOP (2024):

The subject lands are designated as Agricultural Area, as shown on Municipal Structure - Schedule '1' of the OP. Section 11.21.4 Agricultural Consent Policies do not outline policy to permit technical severance in light of an inadvertent merging of two parcels. However, the property owner is also undertaking the consolidation of four other existing lots that abut the subject lands. One of those lot will be merged with the severed parcel; one will be merged with an existing rural residential lot at 24951 Queens Line and two lots with the retained parcel. This will dissolve four undersized lots which have no frontage and result in a total of three lots versus the existing seven thus reducing fragmentation. In light of this consolidation the re-establishment of the former rural residential maintains the spirit of the agricultural consent policies. Therefore, this proposal conforms to the OP.

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

The subject lands are zoned Restricted Agricultural (A3) and Rural Residential (RR) as shown on Schedule C of the ZBL and depicted on Map 1 (Figure 2). The severed parcel, once consolidated with the existing lot to the south will meet the minimum lot area and frontage requirements. The retained parcel will require a minor variance to address the reduced lot frontage but will continue to meet the minimum lot area requirement. As a condition of the lot re-establishment a minor variance will be required for the retained parcels. With this condition, the proposed severance will be in compliance with the West Elgin Comprehensive Zoning By-law.



Interdepartmental Comments:

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

Drainage:

- A drainage reapportionment should not be required since there is no change in the former lot configuration.

Infrastructure/Utilities:

- No issues with the proposal.

Building Dept:

- A septic system inspection and assessment will need to be provided to the satisfaction of the municipality.

No other comments or concerns were received from Administration.

Summary:

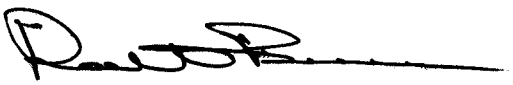
Based on the foregoing information it is Planning Staff's opinion that the proposed consent to re-establish a lot for an existing rural residential dwelling which merged inadvertently is consistent with the PPS, conforms to both the County of Elgin and Municipality of West Elgin Official Plans and will comply with the ZBL (subject to deficient zoning provisions being addressed); As such, Council can recommend to the County of Elgin that the consent be approved, subject to the lower-tier municipal conditions listed in this report. (Appendix One)

The County of Elgin, as the Planning Approval Authority, will also review the application for consistency and conformity with PPS, CEOP, WEOP and ZBL and obtain comments from other applicable agencies. The Land Division Committee will hold a mandatory public meeting at which members of the public may provide comment, as part of the decision-making process on the planning application.

Alignment with Strategic Priorities:

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

Respectfully submitted by,



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

Report Approval Details

Document Title:	Severance Application E56-25 - Comment to Elgin County - Recommendation Report - 2025-26-Planning.docx
Attachments:	- Planning Report 2025-26 Appendix One - Comments to the County of Elgin.pdf
Final Approval Date:	Nov 18, 2025

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

Robin Greenall

Planning Report 2025-26: Severance Report E56-25 –

Comments to the County of Elgin

Appendix One: Severance Application E56-25 Conditions

Severance Application E56-25 Conditions:

1. That the Applicant meet all the requirements, financial and otherwise of the Municipality, to the satisfaction and clearance of the Municipality.
2. That the Applicant provides a description of the lands to be severed which can be registered in the Land Registry Office, to the satisfaction and clearance of the Municipality.
3. That the Applicant's Solicitor provides an undertaking to the Municipality, to provide a copy of the registered deed for the severed parcel once the transaction has occurred to the Municipality.
4. That the Applicant successfully apply to the Municipality for a Minor Variance on the retained or severed parcel, if applicable, to address any reduced lot area or lot frontage provisions;
5. The Minor Variance required as condition #4 come into full force and effect pursuant to the Planning Act, to the satisfaction and clearance of the Municipality, if needed.
6. That prior the final approval of the County, the County is advised in writing by the Municipality how the above-noted conditions have been satisfied.
7. That all conditions noted above shall be fulfilled within two years of the Notice of Decision, so that the County of Elgin is authorized to issue the Certificate of Consent pursuant to Section 53(42) of the *Planning Act*.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Corey Pemberton, Chief Building Official**
Date:	2025-11-06
Subject:	**Building Department Summary Report – October 2025**

Recommendation:

That West Elgin Council hereby receives the report from Corey Pemberton, CBO Re: Building Department Summary Report for the month of October 2025.

Purpose:

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

Background:

Please see attached Summary Report.

Respectfully submitted by,

Corey Pemberton, CBO

MUNICIPALITY OF
West Elgin

Municipality of West Elgin
Permit Comparision Summary
Issued For Period January - October 2025

Current Year to Date 2025				Previous Year to Date 2024			
PERMIT CATEGOTY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	16	4,402	749,500	Accessory structures	17	18,384	1,916,073
Agricultural	6	10,527	2,264,000	Agricultural	10	13,226	1,742,000
Change of Use				Change of Use		-	-
Commercial	2	1,811	67,000	Commercial	2	4,244	309,300
Demolition	9	1,540	105,000	Demolition	1	160	60,000
Heating				Heating		-	-
Industrial Building	1	466	45,000	Industrial Building			
institutional Building	3	34,870	2,700,000	institutional Building	3	70,350	5,020,000
Miscellaneous	2	350	4,300	Miscellaneous	2	330	23,994
Plumbing		250		Plumbing	2	600	17,500
Pools	2	340	3,000	Pools	3	490	172,000
Residential Building	36	108,861	15,691,316	Residential Building	20	57,771	8,917,390
Sewage System	18	10,060	309,700	Sewage system	16	8,810	351,900
Signs			23,000	Signs	3	830	28,000
Combined Use				Combined Use		-	-
TOTAL	95	173,477	21,961,816	TOTAL	79	175,195	18,558,157

Current Year 2025				Previous Year 2024			
TOTAL PERMIT ISSUED		95			79		
TOTAL DWELLING UNITS CREATED		34			18		
TOTAL CONSTRUCTION VALUE		21,961,816			18,558,157		
TOTAL PERMIT FEE		173,477			175,195		
TOTAL INSPECTION COMPLETED(YTD)		932			661		

October 2024 Compared to October 2025							
Current Year 2025				Previous Year 2024			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	3	1,414	147,000	Accessory structures	3	1,393	744,105
Agricultural	2	2,200	664,000	Agricultural	1	649	105,000
Change of Use				Change of Use			
Commercial				Commercial	1	1,344	96,000
Demolition		170		Demolition			
Heating				Heating			
Industrial Building				Industrial Building			
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing				Plumbing			
Pools				Pools			
Residential Building				Residential Building	2	5,984	800,000
Sewage System				Sewage System	3	1,140	42,100
Signs				Signs			
Combine Use				Combined Use			
TOTAL	5	3,784	811,000	TOTAL	10	10,510	1,787,205

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Dave Charron, Manager of Infrastructure & Development**
Date:	2025-11-27
Subject:	**Safe Snow Operations**

Recommendation:

That West Elgin Council hereby receives the report from Dave Charron, Manager of Infrastructure and Development, for information purposes.

Purpose:

The purpose of this Information Report is to update Council on ongoing snow removal safety concerns and the impact of illegally parked vehicles on winter maintenance operations.

Background:

West Elgin Public Works reminds residents of the importance of keeping municipal streets and boulevards clear of parked vehicles, especially during the winter control season. Vehicles left on the road can significantly impede snow-clearing operations and create safety risks for both the public and municipal staff.

Under Section 170(12) of the Highway Traffic Act, it is an offence to park a vehicle in a way that interferes with the cleaning of snow from highways. Section 170(15) further authorizes the removal of vehicles that obstruct snow-clearing activities, with all towing and related costs charged to the vehicle owner.

In addition to provincial legislation, Section 21(4) of West Elgin By-law 2001-50 prohibits vehicles from being parked or standing on any municipal street between 3:00 a.m. and 5:00 a.m. These regulations support efficient winter maintenance and help maintain safe travel conditions for all road users.

Illegally parked vehicles—particularly those left on the road during declared snow events or prohibited hours—obstruct snowplows, delay operations, and increase safety risks.

1. Safety Considerations

- Parked vehicles create visibility hazards and force snowplow operators to maneuver in confined areas.
- Narrowed roadways limit access for emergency responders.

- Snow left behind due to blocked areas increases slip-and-fall risks for pedestrians.

2. Operational Impacts

- Snowplows may need multiple passes, increasing time, fuel consumption, and staffing requirements.
- Blocked sections reduce the municipality's ability to meet Minimum Maintenance Standards.
- Delays may lead to service complaints from the public.

3. Bylaw and Enforcement

- Municipal parking bylaws restrict on-street parking during winter months, declared snow events, or designated overnight hours.
- Enforcement by Municipal Law Enforcement Officers may include issuing fines or towing vehicles when necessary.
- Increased enforcement during active snow events has improved compliance, though challenges remain.

4. Public Communication

- Seasonal reminders and snow event notifications are shared through municipal communication channels.
- Staff are exploring additional outreach methods to help residents better understand winter parking requirements.

Financial Implications:

There are no new financial impacts associated with this report. Enforcement activities and communication initiatives are being carried out within existing budgets.

Policies/Legislation:

West Elgin By-law 2001-50
Highway Traffic Act, R.S.O. 1990, c. H.8

Alignment with Strategic Priorities:

Infrastructure Improvement	Recreation	Economic Development	Community Engagement
☐ To improve West Elgin's infrastructure to support long-term growth.	☐ To provide recreation and leisure activities to attract and retain residents.	☐ To ensure a strong economy that supports growth and maintains a lower cost of living.	☒ To enhance communication with residents.

Respectfully submitted by,

Dave Charron
Manager, Infrastructure and Development

Report Approval Details

Document Title:	Safe Snow Removal Operations - 2025-07-Infrastructure Development.docx
Attachments:	- Winter Maintenance Noticification.png - By-law 2001-50 Parking .pdf
Final Approval Date:	Nov 20, 2025

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

Robin Greenall

Winter Control Reminder

Parking

West Elgin Public Works would like to remind residents to avoid parking on streets and boulevards, especially during winter control season. **Section 170 (12)** of the Highway Traffic Act prohibits parking so as to interfere with the cleaning of snow from the highways and section **170 (15)** provides for the removal of the offending vehicles at the owner's expense. **Section 21 (4)** of West Elgin bylaw 2001-50 states **"no vehicle shall remain parked or standing upon any part of any street in the Municipality between the hours of 3:00 AM and 5:00 AM."**

Snow Safety

- When cleaning your driveway, never push snow across the travelled portion of the roadway, as this can create a dangerous situation for motorists. Even minor amounts of snow left behind can damage a vehicle or cause it to lose control.
- Encourage children to avoid playing near the road edge or on piles of snow as they are not always visible to passing motorists or plow operators.

Education

- Remember that snow piled to the right of your driveway (when facing the road) will be carried away by the plow, while snow piled to the left will end up back in your driveway after the plow goes by.
- PLEASE remember to be patient and allow extra space around snow removal equipment, thus making winter operations safer for all involved.

Mailboxes

The Municipality of West Elgin will repair or replace broken mailboxes only if the damage was caused by direct physical contact with snow removal equipment. It is the property owner's responsibility to ensure their mailbox is in good condition, as snow being discharged from a plow can damage weakened posts or improperly fastened boxes. Damage must be reported to the Public Works department immediately upon detection.

Tickets Will be Issued from Bylaw for Illegal Parking

Questions and Concerns:
Chad Yokum - Public Works Supervisor
Email- roads@westelgin.net Phone- 519-785-0560

MUNICIPALITY OF West Elgin

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

BY-LAW NO. 2001-50

Being a By-Law to Regulate Parking and Traffic

IN CONJUNCTION WITH

COUNTY OF ELGIN PARKING BY-LAW NO. EG1

WHEREAS that pursuant to the Municipal Act, Section 210, Chapter 45, R.S.O. as amended, a council of a municipality may pass bylaws for the regulation of traffic, and further that the Municipality of West Elgin does hereby approve the County Parking Bylaw No. EG1 and attached schedules, and the enforcement of that bylaw,

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNCIPALITY OF WEST ELGIN HEREBY ENACTS AS FOLLOWS:

1. THAT this By-Law incorporates the County of Elgin By-Law No. EG1, being a bylaw to regulate traffic, and in particular parking infractions and the the fee schedules attached,

2. FURTHER that the By-Law shall govern the parking within the Municipality of West Elgin and the enforcement thereof,

3. THAT this By-Law shall come into force and effect upon the date of the final passing thereof and shall continue in force and effect until repealed.

READ A FIRST, SECOND AND THIRD TIME and finally passed on this 22nd day of November 2001.

"Duncan McPhail"_____ _"Linda Cranston"_____
MAYOR CLERK

Corporation of the Municipality of West Elgin
By-Law No. EGI

WHEREAS, pursuant to Section 210 of the Municipal Act, being Chapter M.45, R.S.O. 1990, as amended, a council of a municipality may pass by-laws for the regulation of traffic.

The Council of the Corporation of the Municipality of West Elgin enacts as follows:

PART "A"
DEFINITIONS

1. **DEFINITIONS** in this By-Law:

"ANY PROVISION OF THIS BY-LAW" means any provision of this By-Law for the contravention of which the Municipal Act permits a procedure for the voluntary payment of penalties out of court.

"AUTHORIZED SIGN" means any sign or device placed or erected on a highway under the authority of this By-law by the Roads Superintendent for the purpose of regulating, warning or guiding traffic.

"BICYCLE" is a vehicle as defined under the Highway Traffic Act.

"BOULEVARD" shall be construed to mean that portion of every highway within the limits of the Municipality of West Elgin which is not used as a sidewalk or a travelled roadway.

"BUS STOP" means a part of a highway designated as a point at which buses stop to take on or let off passengers.

"COMMERCIAL MOTOR VEHICLE" means a motor vehicle having permanently attached thereto a truck or delivery body and includes ambulances, hearses, casket wagons, fire apparatus, buses and tractors used for hauling purposes on highways.

"CORNER" with reference to a highway intersection means the point of intersection of the prolongation of the lateral curb lines or in the absence of curbs the prolongation of the edges of the roadways.

"CORPORATION" means the Corporation of the Municipality of West Elgin.

“COUNCIL” means the current Council of the Corporation of the Municipality of West Elgin

"CROSSWALK" means,

(i) that part of a highway at an intersection that is included within the connections of the lateral lines of the sidewalks on opposite sides of the highway measured from the curbs, or, in the absence of curbs, from the edges of the roadway, or

(ii) any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by signs or by lines or other markings on the surface.

"CURBLINE" means, where the curb is constructed "curbline" shall be construed as meaning the edge of the travelled portion of the highway.

"DESIGNATED PARKING SPACE" or "DESIGNATED DISABLED PERSON PARKING SPACE" means a parking space located on any public highway under the jurisdiction of the Corporation of the Municipality of West Elgin or on any property owned or occupied by the Corporation of the Municipality of West Elgin or any local board thereof and
designated for parking of vehicles and marked by an official sign indicating such space to be for the sole use of vehicles displaying a disabled person parking permit.

"DISABLED PERSON PARKING PERMIT" means a disabled person parking permit issued under the Highway Traffic Act or a permit, numbered plate or other marker or device issued by another jurisdiction and recognized under the Highway Traffic Act.

"DRIVEWAY" means improved land on a highway which provides vehicular access from the roadway to a laneway or a parking area on adjacent land.

"GROSS WEIGHT" means the combined weight of vehicle and load.

"HANDICAPPED PERSON" means an individual who has been issued a disabled person parking permit by the Province of Ontario and who has met the requirements of the Highway Traffic Act.

"HEAVY TRUCK" means any commercial motor vehicle which has a rated gross vehicle weight exceeding 4,535.92 kilograms (10,000 pounds) according to the current permit or vehicle registration which has been issued under the Highway Traffic Act, or its foreign equivalent for such vehicle, regardless of the actual weight of such vehicles, but does not include a vehicle operated by or on behalf of the Corporation or a school bus which is in the course of transferring children or handicapped adults to and from schools.

"HIGHWAY" includes a common and public Highway, Street, Avenue, Parkway, Driveway, Square, Place, Bridge, Viaduct or Trestle, any part of which is intended for or used by the general public for passage of vehicles and includes the area between the lateral property lines thereof.

"HOLIDAY" includes Sunday, New Year's Day, Good Friday, Easter Monday, Victoria Day, Dominion day, the day proclaimed as a Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, the day proclaimed as birthday of the reigning sovereign, and any day appointed by proclamation of the Governor General or the Lieutenant-Governor-In-Council as a public holiday or for a general fast or thanksgiving and the next following day when any such holiday falls on a Saturday or a Sunday, and any day appointed by proclamation of the Municipal Council.

"INTERSECTION" means the area embraced within the prolongation or connection of the lateral curblines or, if none, then of the lateral boundary lines of two or more highways that join one another at an angle, whether or not one highway crosses the other.

"LANEWAY" means improved land adjacent to the highway which provides access from the highway to a parking area on adjacent land.

"LOADING ZONE" means the part of a highway set apart for the exclusive purpose of parking a vehicle to load or unload same.

"METERED PARKING SPACE" means a parking space for which a meter or other mechanical device is provided or any space adjacent to which a parking meter or other mechanical device is located.

"MOTOR VEHICLE" includes an automobile, motorcycle, motor-assisted bicycle and any other vehicle propelled or driven otherwise than by muscular power, but does not include the cars of electric or steam railways, or other motor vehicles running only upon rails, or a motorized snow vehicle, traction engine, farm tractor, self-propelled implement of husbandry or road-building or winter control machine.

"M.T.O." means the Ministry of Transportation of Ontario.

"OFFICER" means the By-Law Enforcement Officer of the Municipality or any other person authorized by Council and charged with the enforcement of this By-Law.

“OFFICIAL SIGN” means a sign approved by the Ministry of Transportation of Ontario.

"PARK" or "PARKING", when prohibited, means the standing of a vehicle, whether occupied or not, except when standing temporarily for the purpose of and while actually engaged in loading or unloading merchandise or passengers.

"PARKING INFRACTION" means any unlawful parking, standing or stopping of a vehicle that constitutes an offence.

"PARKING METER" means a device that shall indicate thereon the length of time during which a vehicle may be parked which shall have as a part thereof a receptacle for receiving and storing coins, a slot or place in which such coins may be deposited, a timing mechanism to indicate the passage of the interval of time during which the parking is permissible and which shall also display a signal when said interval of time shall have elapsed.

"PARKING METER COVER" means a hood, bag or other covering for a parking meter that is placed over a parking meter by an authorized official to indicate that a parking meter is not to be used.

"POLICE OFFICER" means a member of the Police Force having jurisdiction in the area.

"ROADWAY" means the part of the highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the shoulder, and, where a highway includes two or more separate roadways, the term "roadway" refers to any one roadway separately and not to all of the roadway collectively.

"SIDEWALK" includes all such parts of a highway as are set aside by the Municipality for use of pedestrians or use by the general public for the passage of pedestrians.

"STAND" or "STANDING", when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a constable or other police officer or of a traffic control sign or signal.

"STOP" or "STOPPING", when prohibited, means the halting of a vehicle, even momentarily, whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a constable or other police officer or of a traffic control sign or signal.

"TIME" means that where an expression of time occurs or where any hour or other period of time is stated, the time referred to shall be standard time except in periods when daylight saving time is in effect, in which periods, it shall be daylight saving time.

"TRAFFIC CONTROL SIGNAL" means any device, manually, electrically or mechanically operated for the regulation or control of traffic.

"U-TURN" means the turning of a vehicle within a roadway so as to proceed in the opposite direction.

"VEHICLE" includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine and any vehicle drawn, propelled or driven by any kind of power, including muscular power, but does not include a motorized snow vehicle, the cars of electric or steam railways running only upon rails.

2. ABBREVIATIONS

In this Schedule to this By-Law the following abbreviations and symbols stand for the words respectively set forth opposite thereto as follows:

(a)	Ave. -	Avenue
	Blvd. -	Boulevard
	Pl. -	Place
	St.	Street
	Cres.	Crescent
	Ct.	Court
	Dr.	Drive
	Rd.	Road
(b)	mm	Millimetre
	cm -	Centimetre
	m	Metre
	km/h	Kilometres Per Hour
	kg	Kilograms
(c)	A.M.	Ante Meridian
	P.M. -	Post Meridian

3. DISTANCES:

Where a distance is used in this By-Law as part of a prohibition of parking or stopping within a specified distance of an object, structure, land or a part of a highway, such distance shall be measured:

(a) from the limit of the road allowance; or
(b) from a point referenced to a lot line or limit; and
(c) all distances/dimensions are measured in the metric measurement of metres.

4. INTERPRETATION — GENERAL:

In this By-Law

(a) words purporting the singular number or the masculine gender only include more persons, parties or things of the same kind that one and females as well as males and converse.

(b) a word interpreted in the singular number has a corresponding meaning when used in the plural.
(c) "May" shall be construed as imperative.
(d) definitions and interpretations not otherwise included herein but otherwise provided for in the Highway Traffic Act, RSO 1990, Chap. H. 8, or any successor legislation thereto, shall extend and apply to this By-Law.

5. SCHEDULES ADOPTED:

All schedules referred to in this By-Law shall form part of this By-Law and each entry in a column of such a schedule shall be read in conjunction with the entry or entries across therefrom, and not otherwise.

PART "B"
GENERAL TRAFFIC

6. APPLICATION OF BY-LAW:

This By-Law applies to all highways under the jurisdiction of the Corporation of the Municipality of West Elgin.

7. AUTHORITY TO IMPLEMENT TEMPORARY PROVISIONS:

The By-Law Enforcement Officer is hereby given authority as the occasion arises and when required in order to assist in the care of moving traffic, to set apart and indicate or designate on highways in the Municipality space or spaces for the parking of a vehicle or vehicles by causing lines to be painted, signs to be erected or otherwise upon the pavement, curbs or surface of the roadway or immediately adjacent thereto, or on the highway or highways or portions of highways, as a temporary provision for the restriction of parking on highways or portions of highways and to make such other temporary provision for directing the traffic as may be necessary. Such temporary changes shall not be effective after the next subsequent Council meeting unless confirmed by resolution of the Council at such meeting, which resolution shall stipulate the length of time such change(s) shall be in effect.

8. **BY-LAW SUBJECT TO THE HIGHWAY TRAFFIC ACT:** The provisions of this By-Law are subject to the provisions of the Highway Traffic Act RSO 1990, Chap. H. 8, as amended and any successor legislation thereto.

9. **DISPLAYING FOR SALE:** No person shall park any vehicle on any highway for the purpose of displaying the same for sale.

10. EMERGENCY FIRE REGULATIONS:

No driver of any vehicle shall drive his vehicle within 150m of any building which is on fire; nor shall he drive his vehicle over or across any line of a hose laid by the Fire Department, and at the direction of the Fire Chief for the area, the Police authority shall place signs on the highway on which the

building on fire is situated, and any adjoining highways which may be deemed necessary for the purpose, closing such parts of highways to traffic until the fire is out, and no driver shall pass such sign or approach nearer to the fire than such sign.

11. FUNERALS AND PARADES:
No person shall drive any vehicle, except emergency vehicles, between the vehicles in any duly authorized parade or funeral procession on any highway, provided the vehicles in such parade or procession are properly designated.

12. **INTERFERENCE WITH AUTHORIZED/OFFICIAL SIGNS AND PARKING METERS:** No person shall alter, deface, remove or destroy any sign erected by the Municipality or any pavement lines or other marks for guiding the parking of vehicles or the regulations of traffic, or deface, injure, tamper with, open, willfully break, destroy or impair the usefulness of any parking meter, and no person shall alter, interfere with, or change the position of any such sign, line or other mark or parking meter, unless he has been duly authorized so to do.

13.0BEDIENCE TO ALL PARKING METERS, SIGNS, AND SIGNALS:
It shall be the duty of all persons using the highways to observe the directions indicated by any permanent or temporary meters, signs, or signals erected or placed for the purpose of regulating or directing traffic.

14. PLAYING ON PAVEMENTS:
No person shall engage in any game or sports activity upon a roadway and no person upon roller skates or skateboards, or sleigh, express wagon or riding in or by means of any coaster, toy vehicle or similar device go upon any roadway.

15. PROHIBITION OF THE REPAIRING, WASHING, WAXING OR GREASING OF VEHICLES:
No person shall make use of the roadway for the purpose of washing, waxing, greasing or repairing any vehicle, except such emergency repairs as are necessary to enable the vehicle to be removed from the highway and disabled vehicles shall be removed or caused to be removed from the highway by the driver or owner without delay.

16.N0 DRIVING ON SIDEWALK, PATH, OR BOULEVARD:
No driver of any vehicle shall drive within, upon, across or along any sidewalk, path or boulevard except at a driveway.

17.ABANDON VEHICLES:
No person shall abandon any vehicle, including any vehicle that is incapable of being propelled or driven by any kind of power, on or near a highway or roadway.

18. UNAUTHORIZED SIGNS:

No person shall place, maintain or display on any highway any unauthorized device which is an imitation of, or purports to be, or resembles any official sign or signal, or which purports to direct parking or the movement of traffic or the actions of operators of vehicles. Any such device shall be deemed a public nuisance and any Police or other Officer authorized to enforce this By-Law may remove the same without notice.

19. BUS STOPS:

(i) Buses operated over a highway in the Municipality shall take on or discharge passengers only on the right-hand side of the bus. When stopping all buses shall stop in such a manner as not to obstruct traffic.

(ii) When an authorized bus stop sign is on display, no vehicle shall stand any closer than 15m before the said sign.

PART C
REGULATED PARKING

20. GENERAL PARKING REGULATIONS:

Subject to or in conjunction with the provisions of Sections 21, no person shall stop or park a vehicle or permit a vehicle to be stopped or parked:

(1) On or within any sidewalk, crosswalk, crossover or boulevard;
(2) In front of or within lm of any lane, driveway or alley entrance;
(3) Except at points where parking is otherwise designated, with the right-hand wheels of the vehicle at a greater distance from the curbline than 0.15m or in Winter, subject to Subsection (5), as nearly within such distance as the conditions of the highway permit;
(4) On the roadway side of a vehicle stopped or parked at the edge or curb of a highway;
(5) At the edge or curb on the left side of the roadway having regard to the direction such vehicle was proceeding except where parking is permitted on the left-hand side of the roadway of a highway designated for one-way traffic;
(6) In such position as to obstruct traffic;
(7) Within 8m of any Fire Hall on the side of the highway on which the Fire Hall is located or within the 30m of such Fire Hall on the opposite side of the roadway;
(8) On any street within 9m of the projection of the curbline of any intersecting street except where such intersection is visibly and lawfully designated as a "Bus Stop" at which intersection all vehicles shall be parked in accordance with the instructions set out on the designating sign or signs;
(9) On any bridge, subway and/or any approach thereto;
(10) Within 3m of the point of the curbline which is nearest any fire hydrant;
(11) Within 2m of the space on the same side of the highway directly in front of the entrance to church, hospital, hotel, theatre, hall or other

public building where large numbers of people assemble, except while actually taking on or discharging passengers, other than a bus in a bus stop, or other than a taxi-cab in a taxi-cab stand, when any such stop or stand has been officially designated and appropriately signed;

(12) Within 15m of an intersection with Signal Light Traffic Control System installed;

(13) Within 15m of the nearest rail of a level Railway Crossing;

(14) In a position or place that prevents or is likely to prevent the removal of any vehicle already parked on the highway;

(15) On any highway where the travelled portion of the roadway is less than 6m wide;

(16) Within 15m of a pedestrian crossover;

(17) Alongside or adjacent to the tracks of any railway;

(18) Within a loading zone;

(19) On any lands owned by the Municipality where signs prohibiting stopping or parking have been erected;

(20) Where appropriate signs are erected and on display at any place or location for emergency vehicles only;

(21) Where appropriate signs are erected and on display on highways and between the limits set out respectively in Schedule "A" hereto.

21.SPECIFIC PARKING REGULATIONS:

(1) Church Services

Where appropriate signs are displayed and authorized by a By-Law of the Municipality, persons in attendance during church services and church functions are exempt from general parking regulations set out above.

(2) Restricted Parking

Subject to Subsection 21 (3) through Subsection 23(8) inclusive below, and where appropriate signs are erected and on display, no person shall park a vehicle on any highway at the side and between the limits set out respectively in Columns 1,2, and 3 of Schedule "B" to this By-Law during the times or days set out in Column 4 of the said Schedule for a longer period of time than that set out in Column 5 of the Schedule.

(3) Maximum Parking Time Limits

No person shall permit a vehicle to remain parked or standing upon any part of any street in the Municipality for a period longer than five (5) hours.

(4) Overnight Parking on Municipal Roads

Notwithstanding any provisions of this Section, no vehicle shall remain parked or standing upon any part of any street in the Municipality between the hours of 3:00 A.M. and 5:00 A.M.

(5) Parking on One-Way Streets

Notwithstanding Section 20 (3) hereof, where Council, under this By-Law, has designated certain streets as one-way streets, vehicles parking on the left-hand side of the street shall park with the left-hand wheels of the vehicle at not more than 0.3m from the curbline or, in winter, as nearly as possible within such distance as the conditions of the highway permit.

(6) Parking in Space Controlled by Parking Meter

(i) Parking Times

No driver of a vehicle shall park such vehicle in a parking meter zone between the hours of 9:00 a.m. and 6:00 p.m., Mondays to Fridays inclusive, and except where such days are legally and lawfully proclaimed holidays, unless the driver of such vehicle deposits in the parking meter provided for the parking space the sums as indicated in Columns 1 and 2 of Schedule "D" hereto and thereafter activates the meter.

(ii) Maximum Parking Limit on Meter

(a) No driver of a vehicle shall allow such vehicle to remain parked for a longer period than that for which payment has been made in the form of coins deposited in the parking meter or meters, provided, however, that this shall not prevent the driver of the vehicle from using the unexpired time remaining in the meter from its previous use without depositing a coin therein.

(b) No driver of a vehicle shall allow such vehicle to remain in a parking space for a longer period than the maximum time permitted on the parking meter.

(c) No driver of a vehicle shall park such vehicle in such a manner that it is not wholly within the area designated as a parking space, and if the vehicle is of such length as to prevent it from being parked within one parking space, then the person parking same shall make the necessary deposit of coins in the parking meter or meters for adjoining parking space(s).

(iii) Parking Procedures at Meter

No driver of a vehicle shall park such vehicle in a parking space unless the front and rear of such vehicle is alongside or as close as practical to the parking meter provided for such space.

(iv) Parking Meter Locations
The highways or parts of highways set out in Column 1 of Schedule "D" of this By-Law are designated as parking meter zones between the limits set out in Column 2 of the said Schedule.

(v) Parking Meter Rates
The parking meter rates, as set out in Column 2 of Schedule "D" of this By-Law for the type of parking meter set out in Column 1 shall be the parking rates for on-street parking as approved by Council.

(7) **Parking of Heavy Trucks and Buses**

(i) No person shall park a heavy truck, or a bus, or a school bus, or allow a heavy truck, or a bus, or a school bus to stand on any highway in any residential zone within the territorial limits of the Municipality.

(ii) The provisions of subsection (i) of this section do not apply to prohibit the parking or standing of any heavy truck upon a highway in any residential zone while the operator thereof is actually engaged in the delivery of goods or services to any premises within such zone or to prohibit the parking or standing of any bus or school bus upon a highway in such zone while the operator thereof is actually engaged in the embarking or disembarking of passengers within that zone.

(8) Parking in Designated Disabled Person Parking Space

(i) Subject to that set forth in subsection (ii) to this section, no person or organization shall park a vehicle in a designated disabled person parking space unless a currently valid disabled person parking permit has been issued to that person, organization or to a passenger being picked up or transported in the vehicle and such permit is displayed on or in the vehicle in accordance with the requirements of the Highway Traffic Act.

(ii) Vehicles displaying currently valid permits, numbered plates, or other markers and devices bearing the international symbol of access for the disabled and issued by other jurisdictions are entitled to the same privileges as vehicles displaying disabled person parking permits issued by the Province of Ontario.

PART "D"
STREET DESIGNATIONS AND TRAFFIC SIGNS

22. ONE-WAY STREETS:
The highway set out in Column 1 of Schedule "C" to this By-Law, within the limit set out in Column 2 of the said Schedule, are hereby designated for one-way traffic only in the direction set out in Column 3 of the said Schedule.

23. **EXEMPTION — MUNICIPAL VEHICLES PERFORMING WORK ON HIGHWAYS:** The provisions of Part "C" of this By-Law do not apply to vehicles of the Municipality where such vehicles are actually engaged in the performance of cleaning, maintenance, duty, repair, construction, snow or ice removal or other work on any highway or any vehicle under contract to the Municipality and engaged in any of the aforesaid activities.

PART "E"
PAYMENT OF PENALTIES OUT OF COURT

24. **PROVISIONS FOR PENALTIES:** A specified penalty payable out of court within seven days time may be imposed for the contravention of any provision of the By-Law that constitutes a parking infraction, by the inclusion in a parking infraction notice under Part II of the Provincial Offences Act of the words and penalties set out in Schedule "F" of this By-Law.

25. METHOD OF PAYING VOLUNTARY PENALTY:
An early penalty payment out of court may be made on or before the date specified on the parking infraction notice by cheque or money order payable to the Corporation of the County of Elgin sent by prepaid mail to an address or post office indicated on the parking infraction notice and on such payment being made, no further proceedings will be taken.

26. DEFAULT IN PAYING VOLUNTARY PAYMENT:
If default is made in paying a penalty out of court in accordance with this part, any fine imposed under this By-Law for the contravention thereof shall be recoverable under the provision of the Provincial Offences Act, all the provisions of which shall apply.

PART "F"
GENERAL PROVISIONS

27. **GENERAL PENALTY:** Except where otherwise expressly provided by this By-Law or the Highway Traffic Act, every person who:

(a) Contravenes any provision of the By-Law; or

(b) Is the owner of a vehicle that is parked or stopped in contravention of any provision of this By-Law;

Is guilty of an offence and on conviction is liable to a fine not exceeding Two Thousand Dollars ($2,000) exclusive of costs.

28.ILLEGALLY PARKED VEHICLES:

Where a vehicle has been parked, stopped or left standing in contravention of this By-Law, the owner of the vehicle, notwithstanding that he was not the driver of the vehicle at the time of contravention of the By-Law, is guilty of an offence and is liable to the fine prescribed for the offence unless, at the time of the offence, the vehicle was in the possession of some person other that the owner without the owner's consent.

29. REMOVAL OF VEHICLES:

Any officer duly appointed or otherwise holding jurisdiction for enforcement of the provisions of the By-Law and/or Highway Traffic Act, upon discovery of any vehicle parked in contravention of this By-Law may cause it to be moved or taken to a placed or stored in a suitable place and all costs and charges for removing, care, and storage thereof, in any, are a lien upon the vehicle, which may be enforced in the matter provided by Section 52 of the Mechanics' Lien Act or any successor legislation.

30.AUTHORITY TO ENFORCE THIS BY-LAW:

Any By-Law enforcement officer duly appointed by the Municipality and any police officer holding jurisdiction within the territory limits of the Municipality is authorized to enforce the provisions of this By-Law. In addition, any other officer appointed by the Municipality for purposes of enforcement of the non-moving violations of this By-Law is authorized to enforce such non-moving violations. For the purposes as so set forth, the said officers shall be considered Provincial Offences Officers for the purposes of enforcement of this By-Law.

31. ENFORCEMENT — PROVINCIAL OFFENCES ACT (ONTARIO):

Subject to any provisions set forth above, enforcement herein shall be pursuant to the provisions of the Provincial Offences Act (Ontario), and any conflict between the provisions of the By-Law and the said Provincial Offences Act (Ontario), save and except that relating to payment of penalties out of court, shall be resolved in favour of the said Provincial Offences Act (Ontario).

32. EXCESS COINS AND PARKING METERS:

Where a person deposits one or more coins in a parking meter in excess of that required for the parking time allowed by the meter, no change shall be remitted and no increase in parking time shall be allowed.

33. EXECUTIVE ACTS AUTHORIZED:

The Mayor and the Administration are hereby authorized to do all things and the Mayor and the Administrator are hereby authorized to execute on behalf and under seal of the Municipality any document necessary to give effect to this By-Law.

34. **HEADINGS NOT PART OF THE BY-LAW:** The headings in the body of this By-Law form no part of the By-Law but are inserted for convenience of reference only.

35. DEVIATION FROM FORMS:

Where a form of words or expressions are prescribed in any schedule to this By-Law, deviations therefrom not affecting the substance or calculated to mislead do not vitiate them.

36. **CONFLICT WITH HIGHWAY TRAFFIC ACT:** In the event of conflict between the provisions of this By-Law and the Highway Traffic Act, the provisions of the Act prevail.

37. FORMER BY-LAWS REPEALED:

All other By-Laws pertaining to the regulation of traffic and parking on highways in the Municipality that are inconsistent with the terms of this By-Law be and the same are hereby repealed.

Chief Administrative Officer Mayor

SCHEDULE "A-1"

No Parking Zones – Section 20 (21)
in the Former Village of Rodney & Former Township of Aldborough

Column 1	Column 2	Column 3		Column 4
HIGHWAY	SIDE OR SIDES	FROM	TO	TIMES OR DAYS
Harper St.	Both	Furnival Road	Jane St.	Any time
Queen St.	North	Monroe St.	Third St.	Any time
King St.	Both	West side of Furnival Road	West side of Jane St.	Any time Any time
Jane St.	Both	King St. North	Projection of northerly property line of 173 Jane St.	Any time

SCHEDULE "A-2"

NO PARKING ZONES - SECTION 20(21)
FORMER VILLAGE OF WEST LORNE

Column 1	Column 2	Column 3		Column 4
Highway or other road	Side or Sides	From	To	Times Or Days
Argyle St.	Both	Maple St.	Elm St.	Any time
Elm St.	North	East side of Graham Road	East side Argyle St.	Any time
Finney St.	Both	Jane St.	Gilbert St.	8:00 a.m. to 4:00 p.m. Monday to Friday
Frederic	Both	West Side of Graham Road	West side Finney St.	Any time
Graham Rd. (high school)	East	91 m. northerly from the Village limit	120 m. north	8:00 a.m. to 4:00 p.m. Monday to Friday
Graham Rd. (high school)	West	109 m. northerly from the Village limit	127 m. north	8:00 a.m. to 4:00 p.m. Monday to Friday
Graham Rd. (Arena)	East	109 m. south of Jessie St.	33 m. south	Any time
Graham Rd.	East	South side of Main St.	31 m. south	Any time

SCHEDULE "A-2"

NO PARKING ZONES - SECTION 20(21)
FORMER VILLAGE OF WEST LORNE

Column 1	Column 2	Column 3		Column 4
Highway or other road	Side or Sides	From	To	Times Or Days
Jane St.	South	West side of Graham Road	West side of Finney St.	Any time
John St.	North	East side of Graham Road	Village limits	Any time
Main St. (Bank)	North	West side of Graham Road	23 m. west	Any time
Main St.	South	West side of Graham Road	20 m. west	Any time
Parking Lot 2	South side of arena wall	36 m. east of Graham Road	6 m. east	Any time except for emergency vehicles
West Elgin Municipal Complex (Graham Rd.)	Both	East of Graham Road	36 m. east	Any time

SCHEDULE “B”

RESTRICTED PARKING

Column 1 Highway or Other Road (Community)	Column 2 Side or Sides	Column 3 From	 To	Column 4 Times or Days
Munro Street (West Lorne)	North	Westerly limit of the intersection of Graham Road and Munro Street	A point 150 meters west of the said westerly limit of the intersection of Graham Road and Munro Street	Daily, 11:00 p.m. to 6:00 a.m. on the next day
Jessie Street (West Lorne)	South	A point 58 metres easterly from the centre line of Graham Road	A point 71 metres easterly from the centre line of Graham Road	Any time

SCHEDULE "C"

DESIGNATED ONE-WAY STREETS

Column 1 Highway	Column 2 To/From	Column 3 Direction

SCHEDULE "D"

PARKING METER RATES

Column 1 Maximum Time Period	Column 2 Parking Meter Rate

SCHEDULE "E"

PARKING METER LOCATIONS

Column 1 Highway	Column 2 Side	Column 3 From	 To

SCHEDULE "F"

PENALTIES - PARKING INFRACTIONS

Item	Short Form Wording	Provision Creating or Defining Offence	Early Voluntary Payment (within 7 days)	Set Fine
1)	Park on Highway - Display for Sale	9	$20.00	$25.00
2)	Park on or Within Sidewalk/Crosswalk/ Cross Over/Boulevard	20(1)	$20.00	$25.00
3)	Park Blocking Lane/Driveway/Alley	20(2)	$20.00	$25.00
4)	Park Within lm of Lane/Driveway/Alley	20(2)	$20.00	$25.00
5)	Park More the 0.15m from Curb	20(3)	$20.00	$50.00
6)	Park in Winter - Right Hand Wheels of Vehicle Not as Close as Practical	20(3)	$20.00	$25.00
7)	Park on Roadway Side of Vehicle	20(4)	$20.00	$25.00
8)	Park on Left Side of Roadway where Prohibited	20(5)	$20.00	$25.00
9)	Parked - Obstructing Traffic	20(6)	$20.00	$25.00
10)	Park within 8m of Fire Hall	20(7)	$20.00	$25.00
11)	Park within 30m of Fire Hall	20(7)	$20.00	$25.00
12)	Park within 9m of Intersection	20(8)	$20.00	$25.00
13)	Park on Bridge/Subway	20(9)	$20.00	$25.00
14)	Park on Approach to Bridge/Subway	20(9)	$20.00	$25.00
15)	Park within 3m of Fire Hydrant	20(10)	$20.00	$25.00
16)	Park within 2m of Entrance to Public Building	20(11)	$20.00	$25.00
17)	Park within 15m of Intersection with Signal Lights	20(12)	$20.00	$25.00
18)	Park within 15m of Railway Crossing	20(13)	$20.00	$25.00
19)	Park Preventing Removal of Other Vehicle	20(14)	$20.00	$25.00
20)	Park on Highway - Travelled Portion Less Than 6m	20(15)	$20.00	$25.00
21)	Park within 15m of Pedestrian Crossover	20(16)	$20.00	$25.00
22)	Park Alongside Railway Tracks	20(17)	$20.00	$25.00
23)	Park Adjacent to Railway Tracks	20(17)	$20.00	$25.00
24)	Park within Loading Zone	20(18)	$20.00	$25.00
25)	Park in Signed Area where Prohibited	20(19)	$20.00	$25.00
26)	Park in Signed Area - Emergency Vehicles Only	20(20)	$20.00	$25.00
27)	Park in Signed Area	20(21)	$20.00	$25.00
28)	Park in Signed Area - Contrary to Restrictions	21(2)	$20.00	$25.00
29)	Park in excess of Five Hours	21(3)	$20.00	$25.00
30)	Park Between 3:00a.m. and 5:00a.m.	21(4)	$20.00	$25.00
31)	Park Left Hand Wheels of Vehicle more than 0.3m from Curblane	21(5)	$20.00	$25.00
32)	Park in Winter - Left Hand Wheels of Vehicle Not as Close as Practical	21(5)	$20.00	$25.00

33)	Park at Meter - Fail to Deposit Monies	21(6)(i)	$12.50	$15.00
34)	Park at Expired Meter - Longer than Deposit Paid	21(6)(ii)(a)	$12.50	$15.00
35)	Park at Expired Meter - Longer than Maximum Time	21(6)(ii)(b)	$12.50	$15.00
36)	Park at Meter - Outside Meter Zone	21(6)(ii)(c)	$20.00	$25.00
37)	Park at Meter - Too Far from Meter	21(6)(iii)	$20.00	$25.00
38)	Park Heavy Truck/Bus/School Bus on Highway in Residential Zone	21(7)(i)	$20.00	$25.00
39)	Park in Designated Disabled Person Parking Space	21(8)(i)	N/A	$300.00

Note: Penalty provision for the offences indicated above is Part F, Paragraph 27, of By-law EG1, a certified copy of which has been filed.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Dave Charron, Manager of Infrastructure & Development**
Date:	2025-11-27
Subject:	**Replacement Equipment Request**

Recommendation:

That West Elgin Council hereby receives the report from Dave Charron, Manager of Infrastructure and Development, and

That West Elgin Council approves the budget up to $200,000 for the purchase of a used bulldozer.

Purpose:

The purpose of this report is to seek Council approval for additional funding to support the replacement of the Public Works Department's bulldozer, which has reached the end of its service life and is no longer economically feasible to repair.

Background:

The Public Works Department currently operates a 2005 John Deer bulldozer that is primarily used for landfill operations, road maintenance, drainage works, and seasonal projects. The unit was purchased in 2017 and has accumulated approximately 6093 operating hours.

A recent mechanical assessment identified significant issues with the engine, undercarriage, and hydraulic systems. Estimated repair costs range between $45,000 and $100,000, with no guarantee that additional failures would not occur due to the machine's age and wear. The depreciated value of the existing equipment is between $10,000 to $35,000 depending on auction or trade in value.

Operational Need – Landfill: The bulldozer is critical to landfill operations, where it is used daily for waste compaction, cover material placement, access road maintenance, and site grading. The absence of a reliable dozer poses risks to operational delays, and increased staff time to address issues. No other municipal equipment can fulfill these essential functions.

Financial Implications:

Staff reviewed repair alternatives and replacement options:

1. Repair Option: Not recommended. Repair costs exceed the remaining value of the unit and would not provide reliable long-term service. Estimated repair costs range between $45,000 and $100,000.

2. Rental Option: Not recommended. Short-term rental costs would significantly exceed budgeted operating expenditure and would not address long-term needs. The monthly cost of a rental equipment would be $10,650 per month.
3. Replacement Options (New vs. Used):
   a) New Unit: Not recommended. A new bulldozer provides the longest expected service life, the lowest maintenance requirements, improved fuel efficiency, and full manufacturer warranty support. The quoted cost of a new dozer is $340,000.
   b) Used Unit: Recommended. Staff investigated available used equipment (7 years old with around 6100 hours). The purchase price is lower, used units present higher risk due to uncertain maintenance history, and potential wear. These risks are magnified for landfill applications. We have received quotes for a used dozer for our needs from $182,000 – $222,000

After evaluating both options, staff recommend purchasing a used bulldozer, as it best supports operational needs and aligns asset lifecycle planning of the Landfill operations complete with future capping procedures. The cost exceeds the amount approved in the 2025 Capital Budget

Staff recommend funding the shortfall through one of the following:

Reallocation from the Capital Equipment Reserve

Policies/Legislation:

Alignment with Strategic Priorities:

Infrastructure Improvement	Recreation	Economic Development	Community Engagement
☒ To improve West Elgin's infrastructure to support long-term growth.	☐ To provide recreation and leisure activities to attract and retain residents.	☐ To ensure a strong economy that supports growth and maintains a lower cost of living.	☒ To enhance communication with residents.

Respectfully submitted by,

Dave Charron
Manager, Infrastructure and Development

Report Approval Details

Document Title:	Replacement of Equipment Funding Request - 2025-06-Infrastructure Development.docx
Attachments:	
Final Approval Date:	Nov 20, 2025

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

Robin Greenall

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Terri Towstiuc, Manager of Community Services/Clerk**
Date:	2025-11-27
Subject:	**Seniors' Community Grant Application**

Recommendation:

That West Elgin Council hereby receives the report from Terri Towstiuc, Manager of Community Services/Clerk; And

That Council hereby approves the grant submission for the Seniors Community Grant 2026-27 stream, funded by the Ministry of Seniors and Accessibility, up to $25,000.

Purpose:

The purpose of this report is to obtain Council's approval to proceed with a submission to the Ministry of Seniors and Accessibility, Seniors Community Grant (SCG), 2026-27 stream.

While the 2026-27 stream focuses on funding projects that will positively focus on and impact veterans, the program guide (attached) indicates that projects that do focus on specifically supporting senior veterans will be evaluated under a "regular stream" of the SCG program.

Background:

The Seniors Community Grant from the Ministry for Seniors and Accessibility provides a non-profit or municipality with up to $25,000 to ensure aging populations live independently, live with safety and security, stay connected to their community, avoid isolation, and achieve greater financial security and social connections.

This grant would provide the Municipality of West Elgin with improvements to recreation programming by adding new equipment and covering the cost of a fitness instructor. In accordance with the SCG guidelines, these additions would directly contribute to seniors' positive relationships in the community, avoid and limit isolation, and foster greater social connections.

The SCG would provide new sports and physical activity equipment to the Rodney Recreation Centre as well as cover the cost of a fitness programs instructor for seniors. This grant would provide increased and improved pickleball nets, balls, and rackets, improved shuffleboard equipment, new

basketballs, new free weights, and yoga equipment. This grant would also pay staff to instruct a future weight focused workout class for seniors as well as yoga and or adapted yoga classes.

The Rodney Recreation Centre has shown itself to be a space that is frequently used by seniors for sports, physical activity, and fitness programming. The hope is that with this grant we can improve our already existing programming to accommodate more people as well as expand future programming to incorporate more fitness and sport focused opportunities for seniors in the community. We currently have a large interest in the community in shuffleboard and pickleball, therefore we would benefit from more equipment for both of those sports.

The program guide for the Seniors community grant can be found here or attached to this report.

Financial Implications:

Quote/estimates have been obtained for the items indicated, and financial implications will be relieved from the grant funding received, if successful, with no contribution required from the Municipality.

Ten (10) new basketballs: **$999.50 plus HST 13%= $1,129.44**

Four (4) new portable pickleball nets: **$940.00 plus HST 13%= $1,062.20**

Ten (10) new pickleball paddles: **$509.50 plus HST 13% = $575.74**

Twenty-Four (24) new pickleballs: **$37.90 plus HST 13% = $42.83**

Fitness equipment (10 sets of 6lb weights, 10 sets of 3lb weights, and 15 yoga mats) is **$932.20 plus HST 13% = $1,053**

Multipurpose Shelving Unit for weights/mats: **$1,404.95 plus HST = $1,587.59**

Storage Locker for 25 Basketballs: **$1,268.95 Plus HST = $1,433.91**

Cost of Fitness Instructor = $17.60 (minimum wage) x 1 hr./week @ 50 weeks = **$880.00**

Cost of Yoga Instructor = $17.60 (minimum wage) x 1 hr./week @ 50 weeks = **$880.00**

The cost of 2 Shuffleboard sets with discs and cues **is $850.40 plus HST 13% = $960.95**

Total for project (including HST) = $9,605.66

Policies/Legislation:
N/A

Alignment with Strategic Priorities:

Infrastructure Improvement	Recreation	Economic Development	Community Engagement
☐ To improve West Elgin's infrastructure to support long-term growth.	☒ To provide recreation and leisure activities to attract and retain residents.	☐ To ensure a strong economy that supports growth and maintains a lower cost of living.	☐ To enhance communication with residents.

Respectfully submitted by,

Terri Towstiuc
Manager of Community Services/Clerk

Report Approval Details

Document Title:	Seniors Community Grant - 2025-24-Community ServicesClerks.docx
Attachments:	- Senior Grant Program Guidelines.pdf
Final Approval Date:	Nov 21, 2025

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

Robin Greenall

Ontario

MINISTRY FOR SENIORS AND ACCESSIBILITY

2026-27

SENIORS COMMUNITY GRANT

PROGRAM GUIDELINES

Applications and all supporting documents must be submitted

through Transfer Payment Ontario

by 5:00 p.m. Eastern Time on Thursday, December 18, 2025.

Applications that do not have all applicable mandatory supporting documents attached cannot be submitted to TPON and will not be considered for funding.

TABLE OF CONTENTS

INTRODUCTION **3**

Senior Veterans Program Stream 3

KEY APPLICATION INFORMATION **4**

Application Support 4

Application Process 4

Application Timelines 4

APPLICATION TIPS **5**

PROGRAM PRIORITIES **6**

Target Populations 6

PROJECT REQUIREMENTS **7**

WHO CAN APPLY? **7**

APPLICATION CHECKLIST **9**

Mandatory Supporting Documents: 9

ELIGIBLE EXPENSES **10**

INELIGIBLE EXPENSES **11**

ASSESSMENT PROCESS AND CRITERIA **12**

TERMS AND CONDITIONS OF FUNDING **13**

Acknowledgement of Provincial Funding and Communication Protocols 14

Collection and Sharing of Information 15

Compliance with Environment, Labour and Tax Laws 15

Promotional Material 15

PROGRAM GUIDELINES' GLOSSARY **15**

APPENDIX A: CERTIFICATE OF INSURANCE GUIDELINES **19**

APPENDIX B: FREQUENTLY ASKED QUESTIONS **21**

SENIORS COMMUNITY GRANT PROGRAM

INTRODUCTION

As Ontario's population ages and life expectancy increases, we have an opportunity to improve the quality of life for older adults across the province. Ensuring older Ontarians remain independent and engaged and can live safely is a priority for Ontario.

The Seniors Community Grant (SCG) Program supports community organizations to provide older adults (aged 55+) with opportunities for greater social inclusion, volunteerism, and community engagement, from the safety of their homes or other safe environments. Seniors Community Grants help older adults, including those from diverse and equity-seeking communities, to stay active, healthy and engaged in their community.

Municipalities, Indigenous governing bodies, not-for-profit incorporated organizations and individuals representing unincorporated community groups are eligible to apply for funding ranging from $1,000 to $25,000 to deliver projects that help older adults live independently, ensure their safety and security, connect them to their community, avoid isolation and help them achieve greater financial security and social connections.

Since 2018, the ministry has invested over $41 million in 2,100 projects that have helped seniors stay socially and physically active in their communities.

Senior Veterans Program Stream

Building on the government's priority to improve the quality of life for Ontario's senior veterans, the 2026-27 SCG Program will include a program stream focused on funding projects that will positively impact senior veterans.

SCG projects that indicate in the application form that they will specifically support senior veterans will be evaluated using the same program priorities and evaluation criteria under a 'Veterans Stream'. For the purposes of the evaluation of SCG Program applications, a veteran is a former member of the Canadian Armed Forces who has completed basic training and was released from service.

Projects that partner with an Ontario branch of the Royal Canadian Legion are strongly encouraged. You will be required to describe your experience serving veterans, and how your proposed project will impact senior veterans.

Proposed projects that do not indicate they will specifically support senior veterans will be evaluated under a 'regular stream' of the SCG Program.

KEY APPLICATION INFORMATION

Application Support

If you have questions about the **content of your application** (e.g., regarding eligibility or completeness), the ministry's Regional Development Advisors (RDAs) are available to support you. It is strongly recommended that you contact an RDA as early in the application period as possible to discuss your plans and questions related to your proposed program. To find an advisor for your area, visit https://www.ontario.ca/page/regional-development-advisors

If you have any **technical questions** about the application process, please contact: Transfer Payment Ontario (TPON) Client Care at (416) 325-6691 or 1-855-216-3090, Monday to Friday from 8:30 a.m. to 5:00 p.m. ET, or by e-mail at: transferpaymentontarioCC@ontario.ca.

Application Process

- Only one (1) application per applicant will be accepted.
- Applications must be submitted electronically through Transfer Payment Ontario (TPON) at: https://www.tpon.gov.on.ca/tpon/psLogin using the application for your organization type:

  1) Municipalities and Indigenous Governing Bodies
  2) Incorporated, Not-for-Profit organizations
  3) Individuals representing Unincorporated Community Groups

  Applications submitted using the incorrect application form will not be considered for funding.
- All applicants must be enrolled with the Transfer Payment Ontario system to be able to complete and submit an application.
- **Applicants should enrol as soon as possible, as it can take up to two (2) weeks to complete the enrolment process. You should get started on these steps now, even before you are ready to apply.**

For help logging in, applying for funding, or updating your organization's profile in Transfer Payment Ontario, review the Get Help information section on the Province's Get Funding website.

Application Timelines

- Applications and all supporting material must be submitted through Transfer Payment Ontario by **Thursday, December 18, 2025 at 5:00 p.m. ET**.
- **Late applications will not be accepted.**
- **Applications that do not include all required supporting documentation will be deemed incomplete and will not be scored.** Additionally, applications cannot be submitted in TPON if all mandatory documents are not included.
- All complete applications will be screened for eligibility. Ineligible applications will not be scored.
- All applicants will receive a decision regarding their application by Summer 2026.
- The ministry may publish information about the successful applicants such as the organization name, programs offered, and approved funding amounts.

APPLICATION TIPS

Eligible applications will be assessed based on multiple factors including diversity of older adults impacted, support for underserved populations, support for projects that focus on physical and/or social activities, and evidence of sustainability.

Review these tips to help make sure your application is complete, eligible, and compelling.

- **Start now!** It can take up to two weeks to enrol in Transfer Payment Ontario, and time to organize all the mandatory supporting documents. Plan ahead and ensure that you submit your complete application prior to the deadline. Late applications will not be accepted.
- **Read these program guidelines carefully** to help with submitting a complete and eligible application.
- **Think impact!** Did you know the SCG Program is very competitive? Only 32% of applications were approved for funding in 2025-26. Make sure you have thought about how your project will be carried out and how it can make the most impact for seniors.
- **Detailed budgets** help application evaluators understand how project funds will be spent and what your project will do. They demonstrate that you have carefully thought out what you need to execute your project.
- **Review the** assessment criteria. Think about each question carefully and provide enough detail in your answers so that your application can be evaluated against the assessment criteria. Application evaluators are looking for evidence in your application that demonstrates how your specific project meets the program priorities and how your project will benefit seniors in your community.
- **Letters of support are strongly recommended!** Letters of support from community partners provide useful context about your project and community and help demonstrate the need and relevance of your project.
- **Discuss questions about your project** with a Regional Development Advisor.
- **Attend a webinar** to learn more about the program and tips on completing the application form. A webinar will take place the week of November 3, 2025 and the week of December 1, 2025. Ask your Regional Development Advisor for details. Recordings of the webinars will be posted in TPON if you are unable to attend.
- **Review the application checklist** in these guidelines to make sure you provide all information and attachments required to submit your application. **Applications that are missing mandatory supporting documents will not be considered for funding.**

PROGRAM PRIORITIES

The 2026-27 SCG Program will focus on funding unique projects that support the following three key priority areas:

1. **Provide opportunities for older adults to stay active, educated and connected in their communities, such as through weekly physical activities (e.g., pickleball), social engagements (e.g., coffee and cards), access to local tourism (e.g., cultural heritage excursions, nature and outdoor activity programs, culinary experiences) and digital solutions (e.g., workshops to strengthen seniors' digital literacy, apps, virtual programming).**

   Project Example:

   - In addition to its regular programming, a town in eastern Ontario helps older adults stay active and engaged by offering recreation programs like swimming, skating, and pickleball, along with social activities including coffee and cards, and game nights.

2. **Increasing access to information and supports for health prevention and promotion (e.g., falls prevention seminars, intergenerational activities that help build relationships that improve mental and physical well-being).**

   Project Example:

   - A First Nations community in southwestern Ontario enhances the social and emotional health of elders by involving them in activities such as lunch and learns, bingo, craft socials, chair yoga, and positive affirmation meditation. The project also addresses barriers to preventative treatments and accessibility to health and social services, helping to reduce isolation and celebrate seniors through the teachings of the medicine wheel.

3. **Connect and educate seniors about existing supports for elder abuse and ageism prevention, specifically frauds and scams and intimate partner violence, to promote safety and strengthen financial, health, and mental well-being.**

   Project Example:

   - A theatre company in Toronto provides 20 free elder abuse prevention workshops, including addressing intimate partner violence, and ageism, for elders and caregivers using theatre-based techniques. Following each workshop, they host a free community meal, prepared with assistance from senior volunteers.

Target Populations

Priority will be placed on projects that are responsive to the needs of a diverse older adult population with emphasis on projects that target older adults in underserved and equity-seeking populations, including, but not limited to, older adults (55+) who identify as:

- Indigenous peoples (First Nations, Inuit, and Métis)
- Persons with disabilities (physical, mental, developmental)
- 2SLGBTQQIA+
- Living in rural and remote areas

- Francophone people
- Racialized people
- Newcomers or immigrants
- Low-income persons
- Socially isolated persons
- Veterans (through the Veterans Stream)
- Seniors' caregivers

As a part of the evaluation process, applications that focus on any of these priority groups will score higher.

PROJECT REQUIREMENTS

To be eligible for funding, projects must:

- Meet at least one (1) of the ministry's program priorities above.
- Take place between June 2026 and March 31, 2027.
  - It is anticipated projects will be approved by June 30, 2026.
  - Funding will be available for project activities up to March 31, 2027.
- Take place in Ontario, benefit Ontario's older adults, and be provided by an Ontario-based service provider.

WHO CAN APPLY?

Eligible applicants must:

- ✓ Represent seniors' groups and/or offer programs or services that directly benefit older adults living in Ontario.
- ✓ Be registered in Transfer Payment Ontario.
- ✓ Be in compliance with filing, reporting and other requirements under the federal *Income Tax Act* or as established by the Canada Revenue Agency. Applicants will be required to provide consent in the application form for the Canada Revenue Agency to release their tax filing status to Ministry representatives for the purposes of this application process.

Three types of applicant organizations are eligible to apply for funding:

Eligible Applicants	**Details**
Municipalities and Indigenous governing bodies	• Are eligible to apply for up to $25,000. • An Indigenous governing body is a council, government or other entity that is authorized to act on behalf of a First Nation, Inuit, Métis or other Indigenous group, community or people that holds rights recognized and affirmed by section 35 of the *Constitution Act, 1982*.
Not-for-profit incorporated organizations	• Are eligible to apply for up to $25,000. • Must be incorporated and in operation since at least April 1, 2024. Examples include: o Non-governing bodies that serve the interests of or provide services to First Nation, Inuit, Métis or other Indigenous Peoples. o Local Services Boards.

	○ District Social Services Administration Boards. ○ Not-for-profit licensed retirement homes. ○ Public libraries. ○ Ontario branches of the Royal Canadian Legion. ○ Organizations that have an Ontario provincial mandate. For organizations with offices in multiple locations, each individual location is eligible to apply for funding; however, each must operate independently and have a separate governing structure.
Individuals who represent local unincorporated community groups	• Are eligible to apply for up to $10,000. • The individual representing the group will be responsible to the Province for the project's implementation, financial management, and reporting (including documenting all expenditures for audit purposes). • The group that the individual represents must have been in existence for at least one (1) year prior to the date of application.
Ineligible Applicants	**Details**
	• Agencies, boards or commissions of the federal or provincial governments. • Broader public service organizations (e.g., universities, school boards and hospitals). • Foundations and other organizations that fundraise to provide funding to other organizations. • For-profit organizations. • Private schools. • Organizations whose purpose is related to political activity (lobbying), as defined by the Canada Revenue Agency (www.canada.ca/en/revenue-agency/services/charities-giving/charities/policies-guidance/public-policy-dialogue-development-activities.html). • Organizations or individuals that are currently in default of a provincial government grant. If you are not sure if your organization is eligible, contact a Regional Development Advisor.

APPLICATION CHECKLIST

Use the following checklist to ensure that you provide all information and attachments required to submit your application.

- ✓ **Ensure your organization information is up to date in Transfer Payment Ontario (TPON).** If you are a not-for-profit incorporated organization, please ensure that your CRA business number is updated within your TPON registration.
- ✓ Complete all mandatory questions to be able to validate and submit the application form.
  - o All costs must be identified in the budget and correspond with an explanation in the project plan. Costs must be reasonable.

It is recommended that completed applications are submitted **at least two (2) days before the deadline** to give time to address any technical challenges.

Mandatory Supporting Documents:

Different organization types require different mandatory supporting documentation. When submitting your application in TPON you must include the completed application form and all relevant supporting documentation.

Applications that are missing any mandatory supporting documents will be deemed incomplete and will not be evaluated.

The table below summarizes the mandatory documents required for each type of applicant and each type of document.

Mandatory Document Type	Individuals representing an unincorporated community group	Not-for-profit incorporated organizations	Municipalities and Indigenous governing bodies
Prior-year Financial Statements	Mandatory	Mandatory	Not mandatory
Proof of not-for-profit incorporation status	Not mandatory	Mandatory	Not mandatory
Attestation Letter	Mandatory	Not mandatory	Not mandatory

- ✓ **Prior-year financial statements** that are finalized (not draft) and board-endorsed such as audited financial statements, financial statements completed through a review engagement, or a statement of revenues and expenses and a balance sheet, depending on what the applicant is required to produce.
- ✓ **Proof of not-for-profit incorporation status** (e.g., Certificates of Status, articles of incorporation, letters patent of the applicant, or special acts of incorporation). These documents must show that the organization has been incorporated and operating in Ontario since at least April 1, 2024.
- ✓ **Attestation letter** that includes: (1) a brief project description, (2) a statement that the members endorse both the person who is applying for funding and the proposed project,

and (3) the names of all group members responsible for the project, their addresses, phone numbers, and signatures. For example, the attestation should include:

- Date
- Project Description
- The statement: "I am aware that [name of applicant] is applying for project funding, and I support the undertaking of this project."
- Group members responsible for the project, names; addresses; phone numbers; email addresses, signatures.

Additional Documentation

Approved projects will be asked to provide additional documentation before funding can be provided:

- Incorporated not-for-profit organizations, municipalities, and Indigenous governing bodies will be required to provide a Certificate of Insurance (COI). See details of COI requirements in Appendix A.

Please note: Insurance is not an eligible program cost.

- Individuals applying on behalf of an unincorporated community group are not required to provide a Certificate of Insurance but will be required to provide their Social Insurance Number to receive funding.

ELIGIBLE EXPENSES

All project costs must be itemized and explained in the project workplan. During the project, organizations are responsible for obtaining at least two (2) quotes for purchases of $1,500 or more and must keep a record of the quote for audit purposes.

Eligible project costs that can be included as part of the grant funding request include, but are not limited to:

Program expenses:

- ✓ Material costs associated with the creation or presentation of workshops, seminars, training or instructional classes to educate and increase awareness.
- ✓ Technology to support in-person and virtual program delivery. Costs can include software or hardware (e.g., tablets, video software, projectors, laptops).
- ✓ Admission costs to cultural or learning events (but not annual membership fees).
- ✓ Space and equipment rental.
- ✓ Marketing and advertising (e.g., website or promotional materials development).
- ✓ Personal protective equipment (PPE) (e.g., masks, gloves, sanitizer, etc.) and costs associated with sanitation and infection control.
- ✓ Honorarium (a lump-sum payment for a service such as a speaking engagement to a person who is not an employee).
- ✓ Costs for instructors, workshop facilitators, educators and trainers.
- ✓ Transportation and travel expenses for employees, volunteers, and participants in Ontario only, including mileage, bus rentals, taxi fares, and public transit costs in accordance with

the *Travel, Meal and Hospitality Expenses Directive* ($0.41/km in Northern Ontario and $0.40/km in Southern Ontario).

✓ Catering, meals, and refreshments according to *Travel, Meal and Hospitality Expenses Directive* ($10 for breakfast, $12.50 for lunch, and $22.50 for dinner).

Human Resources and Administrative Costs:

✓ HR costs can include:
- Wages: Existing or new staff or consultant time directly allocated to the project must be described in the project workplan and itemized in the budget.

INELIGIBLE EXPENSES

The following costs are **not** eligible for funding. If your project includes these components, your project workplan and budget should explain how costs will be paid, and that they will not be paid using SCG funding. Expenses that do not directly support the proposed project are ineligible.

× Any regular business, direct and indirect operating costs, and costs not directly related to the project (e.g., office supplies, rent, equipment, insurance, utilities).

× Annual membership fees.

× Project components funded by another organization or grant.

× Capital projects, including renovations or upgrades to buildings or the building of permanent fixtures (e.g., patios, gazebos, facility upgrades).

× Awards, gift cards, gifts, prizes.

× Events or initiatives to promote religious beliefs or practices.

× Grants or funding to other organizations.

× Alcohol or cannabis.

× Prescription drugs, medical expenses, health care equipment (e.g., blood pressure monitors, dentures, assistive devices, walkers).

× Credit and non-credit courses at a college or university.

× Fundraising, capital campaigns, fundraising events, endowments and investments, lobbying, or sponsorship campaigns.

× Feasibility and market studies, general or non-specific research.

× Refundable taxes and expenses – funding will not pay for any tax or expenses that the organization can claim refunds, rebates, or credits for, such as HST.

× Employee benefits over and above Mandatory Employment Related Costs (EI, CPP, EHT, WSIB if applicable).

ASSESSMENT PROCESS AND CRITERIA

- **Applications must be complete, include all mandatory documents.** Applications cannot be submitted to TPON without the mandatory documents **and must meet eligibility requirements to be considered for funding.**
- Applications must meet minimum scoring requirements to be eligible for funding.
- Note that decisions are final, and there is no appeals process.
- Applications will be evaluated on how the submission demonstrates the following:

Project quality, relevance (25%)

1. Workplan is clear, with good details about how it will be implemented, and which partners are supporting which activities. Project is achievable by March 31, 2027.
2. Roles and responsibilities of individuals involved in the project make it clear who will do what.
3. Evidence of benefits to the community.
4. Degree of innovation represented by the project.
5. Need for the project is clear. It may be backed up by existing strategic plans, age-friendly community plan, or similar.

Impact (25%)

6. Project will impact the target priority population(s).
7. Need for project is clear and convincing - you understand why it is needed and how it will impact the community and its residents.
8. Process for measuring performance indicators is evident; metrics are realistic and clear.
9. Demonstrates short, medium and long-term impacts.
10. Social characteristics (age, gender, economic status, etc.) of each group is addressed and accounted for.

Budget, financial feasibility (25%)

11. Costs are eligible and the budget information provided is clear and consistent with the program requirements.
12. Costs align with the project plan.
13. There is evidence of good value for money.
14. Financial and in-kind contributions from other sources are clearly documented in the budget.
15. Estimated costs are likely sufficient to deliver the project.

Organizational capacity (25%)

16. The organization's mandate aligns with the project and with the target audience. The organization is appropriate to deliver the project.
17. The organization is financially stable and has provided recent financial statements.
18. Organization has the structure and financial oversight to support the proposed project.
19. The organization has sufficient staff and/or volunteers in place to deliver the project.

20. The organization has a track record of success, has undertaken similar work in the past, and does not have a record of non-compliance.

The ministry may consider as a higher priority, projects that are delivered by:

1. Local, not-for-profit groups that address specific community needs; and/or
2. Organizations that have not received Seniors Community Grant Program funding in the last two (2) years; and/or
3. Organizations from geographic regions and communities that may be otherwise underrepresented in the current grant program cycle.

TERMS AND CONDITIONS OF FUNDING

Please read this section carefully and discuss the information in this section with anyone in your organization who will be involved with signing the agreement or managing the funding.

As part of the application process, you must sign the terms and conditions that are included in Section K of the application form.

The terms and conditions form a part of the legal agreement between the ministry and your organization, so it is important that all individuals who will be responsible for the funding and the project read and understand these conditions before the application is submitted to the ministry.

It is recommended that the application, including the terms and conditions, be downloaded and shared electronically with anyone responsible for the project.

Applicants that are approved to receive funding will receive an email from the ministry to confirm approval of their application. Please ensure your contact information is up to date in the Transfer Payment Ontario system.

Agreement: The agreement is comprised of the program guidelines, the completed application form, the terms and conditions, the ministry letter or letters confirming approval of funding and the approved amount of funding (which may be different from what was requested), and any additional terms and conditions which may be imposed by the Province in subsequent correspondence between the ministry and representatives of your organization. The ministry approval letter will identify the project completion date, the expiry date of the agreement, and the payment schedule.

By completing the application process and submitting an application, you will have agreed to and signed the terms and conditions, which form a part of the transfer payment agreement between your organization and the Province of Ontario. This agreement will govern your use of the funds if you are approved to receive funding after your application is reviewed.

Approved funding amount: Ministry staff will complete a final review of your application to ensure all expenses and activities listed are eligible for funding. If adjustments are required, ministry staff will contact you to discuss changes. Your approved funding amount may be different from your requested amount.

Changes, Amendments: You must inform the ministry through your Regional Development Advisor in writing (i.e., email) of any proposed changes to the project, and changes must be reviewed and approved by ministry staff **before** making any of the changes. Where changes are required and have been approved, an amending agreement may be required.

Payment Process: Recipients will receive a funding confirmation letter that includes the approved grant amount and payment schedule, and a first payment will follow soon after.

Performance Measurement: Performance metrics and survey statements are listed in the application form. During the funding year, you must provide a survey to your project participants asking the questions related to the outcomes of your project listed under 'Survey Statements' section in the application form. For example, "On a scale of 1 to 5, how satisfied were you with the activities you participated in?" You will report on the survey feedback collected in your final report.

Reporting: When the project ends, you must submit a final report, which will be reviewed and reconciled against your actual expenditures, and a final payment may be made based on the reconciliation, or you will be required to return unspent funding within thirty (30) days. Recipients may be required to provide the ministry with additional information regarding the success and sustainable impact of their project.

Receipts: You are required to keep all receipts associated with the project for seven (7) years after project completion, for ministry audit purposes. For public transparency and accountability purposes, soon after the end of the fiscal year as part of the final reporting process, a sampling of grant recipients will be asked to provide a summary of their SCG project expenses followed by copies of selected invoices to verify that SCG Program funding was spent on eligible expenses. Receipts must be provided in a legible format, electronically (i.e., scanned or photocopied), in either English or French.

Site Visits: As part of ongoing community development activities, Regional Development Advisors will visit a sampling of SCG recipients during the fiscal year.

Social Insurance Number (SIN) and other documents: Prior to receiving funds, any individual representing an unincorporated group approved for funding is required to provide their SIN and verification documents as required by the ministry to demonstrate ability to contract with the Province.

Acknowledgement of Provincial Funding and Communication Protocols

To demonstrate transparency and accountability related to how public funds are spent, recipients must credit the support of the Province of Ontario in any communications related to Seniors Community Grant Program funding. This includes all media, publicity, and marketing materials developed for the promotion of project activities, as well as all other project materials developed, including reports, visual and oral presentations.
Successful applicants are required to adhere to the communication protocol that will be forwarded as part of the contracting process. This includes:

- Providing the ministry seven (7) days advance notice of any event(s) being held in relation to their project, if not already indicated in the application.
- Refraining from making local media announcements until the ministry has made a province-wide announcement about the program.
- Obtaining the approval of the ministry before issuing any media releases related to the grant project.
- Obtaining the approval of the ministry on all promotional and/or resource material that uses the Province of Ontario's visual identity prior to publication.

Collection and Sharing of Information

The ministry is subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time (FIPPA). Any personal information collected by the ministry is for the proper administration of the program, for purposes including evaluation of the project application and the administration and management of funding agreements.

Information about individuals, organizations and projects that receive funding under the program may be made public by the Province of Ontario which reserves the right to make a public announcement about any approved grant.

Information can include the organization's name, address, telephone numbers, email addresses, website, other social media platforms, the project's name, description and funding received.

Applicants should be aware that any information provided to the ministry in connection with their application may be subject to disclosure in accordance with the requirements of FIPPA. For questions about the collection, use, and disclosure of information go to: www.ontario.ca/document/freedom-information-and-protection-privacy-manual.

Compliance with Environment, Labour and Tax Laws

Prior to entering into a net-new agreement, renewing an existing agreement, or amending an existing agreement to receive new funding, certain organizations must complete both an attestation to confirm good standing with environment and labour laws, and a Tax Compliance Verification to confirm compliance with tax laws.

You must complete the attestation and tax compliance verification if your organization received cumulative transfer payment funding of $10 million or more from the Province in the previous fiscal year or is entering into a transfer payment agreement with a contract value of $10 million or more.

The attestation and tax compliance verification are valid for one (1) year from the date of completion. You can complete your attestation and tax compliance verification in TPON, under your organization profile. Please contact TPON Client Care if you need assistance to complete the attestation and the Ministry of Finance (TCV@ontario.ca) for assistance with Tax Compliance Verification.

Promotional Material

You are invited to share high-quality photos and videos with the ministry provided you have obtained the written consent of any identifiable individuals depicted in the images. The provincial written consent form is available from a Regional Development Advisor. Photos and videos may be used in promotional activities such as the ministry's social media channels.

PROGRAM GUIDELINES' GLOSSARY

AGEISM: According to the World Health Organization, ageism refers to the negative stereotypes (how we think), prejudice (how we feel) and discrimination (how we act) towards others or oneself based on age.

AUDIT: Examination of a recipient's accounts, records or other evidence deemed necessary in the circumstances. An audit may be done to review the expenditures related to a specific project, or the audit may concern the expenditures of an organization for the fiscal year.

ELDER ABUSE: While there is no single accepted definition, elder abuse, or the abuse or mistreatment of older adults, is often defined as any act or omission that harms a senior or jeopardizes his or her health or welfare. The World Health Organization defines abuse of older adults as "a single or repeated act, or lack of appropriate action, occurring in any relationship where there is an expectation of trust that causes harm or distress to an older person." It can take place in the home, in other residential settings, or in the community. It may include financial, physical, psychological and emotional, or sexual abuse, as well as neglect.

EVALUATION: The systematic collection and analysis of information on the performance of a policy, program, project or initiative to make judgements about relevance, progress or success and cost-effectiveness and/or to inform future programming decisions about design and implementation.

FINAL REPORT: The final report is to be submitted by the grant recipient within thirty (30) days after the project is completed. The final report will provide information on both the project administration as well as the financial activity. It will provide details related to whether the project's objectives were met, how the success of the project was measured, the level of community participation and response, and any other details required as outlined in the agreement. As part of the final report, all details of financial activity must be documented and reported, such as a financial statement summarizing all project costs, expenses, and income (such as in-kind contributions). Details will be provided in the agreement.

GRANT: Transfer payment for a specified purpose for which obligations are outlined in program guidelines, the agreement, and program correspondence.

IN-KIND CONTRIBUTION: Donation to a project by an individual, business, or organization of materials, goods, services, or time that would otherwise have been paid for by the recipient. It involves non-cash asset transactions such as equipment, services, use of facilities, labour, and goods. An in-kind donation to a project must: (a) be essential to a project's success; (b) represent an expense that would have otherwise been incurred and paid for by the recipient as part of the project; (c) be noted in the application, and documented in the recipient's accounts; and (d) be reasonably estimated at fair value on the date it is made, using either market value or an appraisal.

INTERGENERATIONAL ACTIVITIES: Intergenerational activities are social engagements and interactions, bringing together younger and older generations for a common purpose. They build on the strengths that different generations have to offer, nurture understanding and mutual respect, and challenge ageism. Participation in intergenerational programs and meaningful cross-age relationships may decrease social isolation and increase older adults' sense of belonging, self-esteem, and well-being, while also improving social and emotional skills of children and youth participants.

INTIMATE PARTER VIOLENCE: behaviour within an intimate relationship that causes physical, sexual or psychological harm, including acts of physical aggression, sexual coercion, psychological abuse and controlling behaviours. This definition covers violence by both current

and former spouses and partners (from World Health Organization, https://apps.who.int/violence-info/intimate-partner-violence/).

LEGION: The Royal Canadian Legion (Legion) serves veterans, including serving military and RCMP members and their families, to promote remembrance and to serve local communities.

LETTER OF SUPPORT: A letter from an independent person or organization that validates both the mandate of your community group (the work that you do) and supports your application for your proposed project.

LOCAL SERVICES BOARD: A local services board is a volunteer organization that has the authority under the *Northern Services Boards Act* to deliver approved powers (services) to residents. These boards are set up in rural areas where there is no municipal structure to deliver services such as fire protection or library services. Area residents vote to determine a local services board's boundaries.

MANDATE: The mandate, or "organizational mandate," defines the purpose or intention that the organization serves.

NOT-FOR-PROFIT ORGANIZATION: A not-for-profit organization is a club, society, or association that's organized and operated solely for social welfare, civic improvement, pleasure or recreation, or any other purpose except profit. These organizations must be incorporated and, for the purposes of the program, must provide proof of incorporation and not-for-profit status by producing a copy of the Articles of Incorporation or letters patent.

OLDER ADULTS: Individuals aged 55 years of age and older.

OPERATIONAL EXPENSES: Costs incurred by an organization to support their ongoing day-to-day activities not specifically related to administration of the project. Operational expenditures are not eligible for funding under the program.

OUTCOMES: Changes that are the result of implementing the project. They are the effects or impact of the project that are considered significant. Outcomes must be measurable and may occur within organizations, communities, and/or individuals. They may relate to behaviour, skills, knowledge, attitudes, values, conditions, or other attributes. There is a direct relationship between outputs (i.e., quantitative results) and outcomes, but they are not the same thing. For example, an elder abuse education workshop might measure the number of attendees (output) while also measuring whether the workshop helped increase community awareness of elder abuse (outcome) by having the attendees answer survey questions asking about increased awareness.

PERFORMANCE MEASURES: Indicators that provide qualitative and/or quantitative information needed to measure the extent to which a project is achieving its intended outcomes. Qualitative data can be expressed in terms of change or comparison between two states, while quantitative indicators can be in the form of a ratio, percentage, comparison, or figure.

PROJECT: A set of activities or functions that a recipient proposes to undertake. A project has a clear start and end date, occurs within a reasonable period of time, and demonstrates measurable outputs and outcomes. For the purpose of the terms and conditions and the agreement with the Province, the project is that which is described by the applicant in the

application form, unless the Province describes the project differently in the approval letter or in any subsequent correspondence, in which case the project is that which is described in the approval letter or the subsequent correspondence.

PROJECT SCOPE: The scope of the project identifies who will benefit from this project. The project should identify whether the results will benefit a small local group of older adults or seniors, a larger community of seniors (such as Francophone seniors or seniors in rural Ontario), or if the project has a provincial scope, which means that the project will benefit all seniors living in Ontario.

VETERAN: For the purposes of the Seniors Community Grant Program, a veteran is a former member of the Canadian Armed Forces who has completed basic training and was released from service.

APPENDIX A: CERTIFICATE OF INSURANCE GUIDELINES

Please provide these instructions to your insurance service provider to ensure the evidence of insurance, i.e., certificate of insurance, is prepared correctly. The insurance certificate that approved recipients will be required to submit should:

1. State that the insured party is the recipient organization with whom the Ministry has contracted.
2. Identify the effective and expiry date of coverage (e.g., insurance must be in force for the duration of the project and should be updated if the project is extended) and insurer.
3. Identify the Ministry as an additional insured as per the following: **"*His Majesty the King in Right of Ontario, his Ministers, agents, appointees and employees.*"**
4. Identify the type (a) and limit (b) of coverage: **Commercial General Liability Insurance** is listed and is on an occurrence basis at a limit of **not less than two million dollars** as stated in the agreement.
5. Identify all the endorsements requested in the Terms and Conditions in the agreement, specifically cross-liability, contractual liability, and 30-day written notice of cancellation.
6. Include a statement that the certificate holder (the Ministry) will be notified of any cancellation or material change within 30 days.
7. Include the signature of an authorized insurance representative.

NOTE: This is a sample Certificate of Insurance (COI) for illustrative purposes. However, the look of each COI will vary depending on the insurance provider who issues it.

Name and address to whom issued: His Majesty the King in Right of Ontario as represented by the Minister of Seniors and Accessibility, 777 Bay Street, Suite 600C,Toronto, ON, Canada M7A 2J4			Name and address of Insured (1)		
Type of insurance (4a)	Insurer	Policy Number	Expiration	Coverages	Limits of Liability
Commercial General Liability **(5)** Including: • Non-owned Automobile • Contractual Liability • Products and Completed Operations • Cross Liability and Severability of interests • Personal Injury • Employers Liability or WSIB Clearance	Insurance Co. Canada	xxx	31-03-2026 (2)	Inclusive Limits, Bodily Injury and Property Damage Liability **(4a)**	Each Occurrence or Accident: $2,000,000 General Aggregate: $2,000,000 (4b)
Additional Insured: His Majesty the King in right of Ontario, his ministers, agents, appointees, and employees. (3) SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE ABOVE NOTED POLICIES					
(6) **EVIDENCE OF INSURANCE ONLY** CANCELLATION: Should any the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30- days written notice to the Certificate Holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon either the Insurer(s) affording coverage, its agents, or representatives. With respect to the 2026-27 Seniors Community Grant Program. Issued at: Toronto, Ontario Date: (7) Signature:					

APPENDIX B: FREQUENTLY ASKED QUESTIONS

1. **When is the deadline for submitting in my application?**

   Applications and all supporting material must be submitted through Transfer Payment Ontario by 5p.m. Eastern Time on **Thursday, December 18, 2025**. All applicants will receive a decision regarding their application by summer 2026. Successful applicants must be able to begin program delivery by June 2026.

2. **How can I learn more information about the SCG Program and the application process?**

   Attend a webinar! To support applicants, the ministry will be hosting two separate webinars during the application window to provide program information, and guidance on completing and submitting the application form. A webinar will be held the week of November 3, 2025 and the week of December 1, 2025. Contact your RDA for dates and to register.

3. **What mandatory supporting documents do I need to submit with my application?**

   Different organization types require different mandatory supporting documents. When submitting your application in Transfer Payment Ontario you must include the completed application form and **all** relevant supporting documents. Incomplete applications will not be reviewed.

   For details on the mandatory supporting documents required for your application type, refer to the application checklist and the chart in the Mandatory Supporting Documents section of the guidelines.

4. **Why do some applications not get considered for funding?**

   Applications that are missing applicable mandatory supporting documents attached will not be considered for funding.

   For details on the mandatory additional documentation required for your application type, refer to the application checklist and the chart in the Mandatory Supporting Documents section of the guidelines.

5. **Who can I contact if I have questions about my application?**

   If you have questions about the content of your application (e.g., regarding eligibility or completeness), the ministry's Regional Development Advisors (RDAs) are available to support you. It is strongly recommended that you contact an RDA as early in the application period as possible to discuss your plans and questions related to your proposed program. To find an advisor for your area, visit https://www.ontario.ca/page/regional-development-advisors

   If you have any technical questions about the application process, please contact: TPON Client Care at (416) 325-6691 or 1-855-216-3090, Monday to Friday from 8:30 a.m. to 5:00 p.m. ET, or by e-mail at: transferpaymentontarioCC@ontario.ca.

6. **Is it possible to save the application form as draft and come back later to continue to populate the information needed?**

   Yes, you are able to save the form as a draft and come back to it at a later date. Completed forms with all supporting documentation **must** be submitted by the deadline.

7. **When can my project start? When does it need to be completed?**

   Applicants should plan to start their projects no earlier than June 1, 2026, and complete them by March 31, 2027.

8. **What are the maximum allowable amounts for meals?**

   Funding to support catering expenses must align with the Travel, Meal and Hospitality Directive, which lists maximum amounts of $10 for breakfast, $12.50 for lunch, and $22.50 for dinner. To consult the directive, visit: https://www.ontario.ca/page/travel-expense-rules-and-claims

9. **How do I sign the application form?**

   The name and contact information for the person(s) who are indicated as signing authorities in Section C: Applicant Contact Information, will appear at the bottom Section L: Declaration and Signing. Once the form is complete, select **Sign Document**, and then click "**I Agree**" or "**I Disagree**". Upon selecting the "**I Agree**" button, your name as was inputted in Section C will show with the date and time the form was signed. The next step is to click the **Validate** button in the top right corner of the form to check all the information in the application is complete.

10. There is no Submit button on the application form. Do we attach it to an e-mail to submit?

No, completed and validated forms must be submitted by uploading the form into Transfer Payment Ontario (TPON). Once you've completed your application, select the **Validate** button to ensure all mandatory fields are complete. If the form cannot be validated, it will direct you to the mandatory sections that are missing information. Only successfully validated forms can be uploaded and submitted in TPON.

11. My application won't validate so I can't submit it. What's wrong?

Make sure you have completed all mandatory fields (indicated by an asterisk), and electronically signed the application or you will not be able to validate and submit the application form.

12. When will I find out if my application has been approved for funding?

All applicants will be advised by Summer 2026 if their application was approved or not.

13. If I'm an individual applying for a grant on behalf of an unincorporated organization, are there any tax implications if we are approved for a grant?

You may wish to speak with an accountant or the Canada Revenue Agency for information about how receiving a grant would affect your specific tax situation.

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robin Greenall, Chief Administrative Officer**
Date:	2025-11-27
Subject:	**Group Benefits Report**

Recommendation:

That West Elgin Council hereby receives the Group Benefits report from Robin Greenall, CAO, and

That West Elgin Council authorize staff to maintain alignment with the County of Elgin on group benefit consulting services and to transition to People Corporation, in accordance with the County's RFP.

Purpose:

The purpose of this report is to provide Council information regarding the County of Elgin RFP process to select a new group benefits consultant and to seek Councils support to transition to People Corporation as the selected consultant.

Background:

The County of Elgin in conjunction with the Lower Tier Municipal Partners (LMPs) issued an RFP seeking professional services from interested consulting firms. The primary objective of the RFP was to secure a benefit consulting provider who will effectively, efficiently, and professionally provide confidential assessment, referral, and follow-up in an expeditious manner for the range of services.

The firm selected by the Evaluation Committee was People Corporation. The proposal submitted by People Corporation was the highest scoring qualified proposal and thus represented the best complete quality submission. Attached addendum is the County Council report with the recommendations to contract People Corporation.

Transitioning to People Corporation will have no immediate impact on premium costs, as the County and LMPs do not pay consultants directly. The benefit consultants are paid a percentage of premiums from the benefit provider (Manulife), as is standard practice in public sector consortium benefit programs. The current Manulife premiums will continue until March 31st, 2026, and new rates will be effective April 1st. The benefit consultant will review the rate proposal, negotiate changes and make recommendations on plan design and support a market review.

Subsequent to the awarding of the contract to People Corporation, the current group benefits consultants, Mosey and Mosey, contacted the LMPs seeking to maintain their business. While the County's RFP was issued in conjunction with the LMPs, the decision to sign a contract for consulting services is the individual decision of each municipality.

Mosey and Mosey returned to West Elgin with projecting an estimated reduction in benefits if West Elgin were to remain as consortium with the remaining LMPs. This projected cost benefit cannot be substantiated until the annual benefits review (March 31, 2026). This projected cost savings cannot be compared to the potential premiums negotiated by People Corp, as they do not have data to provide comparables.

All Elgin County LMPs are considering their options with a mix of decisions, most are remaining with Mosey and Mosey, others are moving with the County to the new group benefit consultant – People Corporation. West Elgin as a small municipality needs to align itself with a larger group as cost benefits are achieved through "bulk purchasing."

It is recommended for West Elgin to remain with the County of Elgin for the following reasons:

- West Elgin agreed to participate in the RFP to seek a new group benefits provider, all vendors, including the current consultant, submitted their proposals based on the information needs of the consortium. Transitioning to People Corporation upholds the intent of the RFP.
- Elgin County staffing levels provide a sizable group to influence insurance rates. West Elgin will continue to see the benefits of "being pooled" with the County as it currently represents over 50% of existing pool.
- Elgin County Human Resources department provides staffing resources and skills to West Elgin to support benefits decisions, if required.

Financial Implications:

There are no immediate financial implications.

Policies/Legislation:

Alignment with Strategic Priorities:

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

Respectfully submitted by,

Robin Greenall, Chief Administrative Officer

Report to Committee of the Whole

From: Holly Hurley, Director, People & Culture
Mike Hoogstra, Manager of Procurement & Risk

Date: August 12, 2025

Subject: Group Benefits Consultant – Contract Award (RFP No. 2025-P19)

Recommendation(s):

THAT the contract for a Group Benefits Consultant, Request for Proposal 2025-P19 be awarded to People Corporation for a five (5) year term in the amount of $350,000.00 (excluding HST); and,

THAT staff be authorized to extend the contract for an additional five (5), one (1) year terms; and,

THAT the Warden and Chief Administrative Officer be directed and authorized to sign the contract.

Introduction:

This report provides details on the Request for Proposal (RFP) that was issued to solicit proposals from firms to provide Group Benefits Consulting services and seeks Council's approval to award the contract.

Background and Discussion:

An RFP seeking professional services from interested consulting firms was recently released to provide proactive and innovative benefits consulting services and expertise on an ongoing basis in all aspects of benefits design, implementation, management and administration.

This RFP included providing a Group Benefit Consultant to the following eight (8) municipalities:

- County of Elgin
- Town of Aylmer
- Municipality of Bayham
- Municipality of Central Elgin
- Municipality of Dutton-Dunwich
- Township of Malahide
- Township of Southwold
- Municipality of West Elgin

The primary objective of the RFP was to secure a benefit consulting provider who will effectively, efficiently and professionally provide confidential assessment, referral and follow-up in an expeditious manner for the range of services noted in the scope of services (see page 11-14 of RFP).

The complete RFP document and all supporting Addenda are attached to this report as Attachment 1.

Information that was advertised and posted on the County's Bid Portal page https://elgincounty.bidsandtenders.ca including RFP dates, proposals submitted and a complete plan takers list is attached to this report as Attachment 2.

The Evaluation Committee (refer to Attachment 3) used a 'Quality Based Selection Process' utilizing a "two submission method" procurement process in which proposals were received in two separate submissions. The first submission (part 1) consisting of technical and qualitative information was evaluated based on the following criteria:

i) Company Profile and Experience
ii) Account Manager and Team Members Experience and Qualifications
iii) Methodology and Approach to Project Tasks and Services
iv) Workplan, Timetable and Quality Assurance
v) Proposal Clarity/Presentation
vi) References

The second submission (part 2) consisting of the corresponding price information was reviewed and evaluated only after the information in the first submission had been evaluated in accordance with the requirements of the RFP document (refer to Attachment 1, Section 3.4).

The firm selected by the Evaluation Committee is People Corporation. The proposal submitted by People Corporation was the highest scoring qualified proposal and thus represented the best complete quality submission.

All Proponents that submitted a proposal to the County will be advised of the contract award and will be offered a debriefing of their individual proposal submission.

Financial Implications:

The total cost for consulting services for the five (5) year term is $70,000 per year for a total cost of $350,000 (excluding HST).

Group Benefits Consulting works on a commission-based fee and the premiums are collected through the premiums paid to the benefits provider. Each LMP receives individual invoices for their premiums.

Advancement of the Strategic Plan:

While this initiative does not specifically impact a strategy, its does support the employee experience and the improvement of services to support employees.

Local Municipal Partner Impact:

The local LMP's are impacted by having a new benefits consultant. We will work with each LMP to ensure the change is smooth.

Communication Requirements:

Communication needed for each LMP and Manulife.

Conclusion:

As detailed above, the Evaluation Committee completed a 'Quality Based' evaluation and selection process in accordance with Request for Proposal 2025-P19, and subsequently the proposal submission from People Corporation was deemed the successful qualified proponent and is recommended for award.

All of which is Respectfully Submitted

Holly Hurley
Director, People & Culture

Mike Hoogstra
Manager of Procurement & Risk

Approved for Submission

Blaine Parkin
Chief Administrative Officer/Clerk

Group Benefits Consultant

REQUEST FOR PROPOSAL
No. 2025-P19

ELECTRONIC SUBMISSIONS ONLY

Proposals shall be received by the Bidding System no later than:

May 13, 2025 @ 3:00 p.m. (local time)

Issued: April 17, 2025

INDEX

DEFINITIONS AND INTERPRETATIONS 3

SECTION 1.0 - INFORMATION TO PROPONENTS 4
1.1 Introduction 4
1.2 Proposal Format and Delivery 4
1.3 Designated Official 5
1.4 Questions / Inquiries 5
1.5 Addenda 6
1.6 RFP Schedule 6
1.7 Proponent Communications 7
1.8 Proponent Investigations 7
1.9 Notice of No Response 7

SECTION 2.0 - TERMS OF REFERENCE 8
2.1 Purpose 8
2.2 Term of Contract 8
2.3 Background Information – County of Elgin 8
2.4 Background Information – Elgin's Municipal Partners 9
2.5 Program Information 9
2.6 Scope of Work / Services 11
2.7 Experience 14
2.8 Qualifications 14
2.9 Personnel 15
2.10 Pricing / Guarantee 15
2.11 Performance Evaluation 15

SECTION 3.0 - PROPOSAL REQUIREMENTS 17
3.1 Proposal Submissions 17
3.2 Proposal Submission Requirements – Technical Proposal (Part 1) 17
3.3 Financial Submission Requirements - Financial Proposal (Part 2) 21
3.4 Evaluation Process 21
3.5 Evaluation Criteria 22
3.6 Ratings 23
3.7 Presentation and Interview 24

SECTION 4.0 - GENERAL CONDITIONS 26
4.1 Rights of the Approval Authority 26
4.2 Conflict of Interest 26
4.3 Modified Proposals 27
4.4 Disqualification of Proponents 27
4.5 Confidentiality 27
4.6 Proposal Assignments 27
4.7 Procurement Policy 28
4.8 Failure to Perform 28

4.9 Award and Agreement 28
4.10 Insurance Requirements 28
4.11 Indemnification 29
4.12 WSIB Requirements 29
4.13 Compliance with the Accessibility for Ontario with Disabilities Act 2005 29
4.14 Disqualification 30
4.15 Record and Reputation 30
4.16 Proponent's Costs 31
4.17 Legal Matters and Rights of the Approval Authority 31
4.18 Human Rights, Harassment and Occupational Health and Safety 32
4.19 Pandemics 32
4.20 Clarification 32
4.21 Debriefing 33
4.22 Supplementary Information 33
4.23 Default / Non-Performance 33

APPENDIX A - SAMPLE AGREEMENT 34

DEFINITIONS AND INTERPRETATIONS

The following definitions apply to the interpretation of the Request for Proposal Documents;

1. "Addenda or Addendum" means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.

2. "Agency" means either the County or Elgin's Municipal Partners.

3. "Approval Authority" means the County, in consultation with Elgin's Municipal Partners.

4. "Authorized Person" means;
   - i. For a Proponent who is an individual or sole proprietor that person.
   - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
   - iii. For a Proponent which is a corporation:
     - a) any officer of director of the corporation; and
     - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
   - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint ventures.

5. "Business Day" means any day other than Saturday, Sunday, Ontario public holiday or any day on which the administrative offices of the County are closed.

6. "Consortium" means collectively the County and Elgin's seven Municipal Partners.

7. "Consultant" means the Proponent whose proposal has been approved by the Approval Authority and who will complete the project.

8. "County" refers to the Corporation of the County of Elgin.

9. "Designated Official" refers to the Manager of Procurement & Risk for the County of Elgin.

10. "Proposal" means the Response in the form prescribed by this RFP Document and completed and submitted by a Proponent in response to and in compliance with the RFP.

11. "Proponent" means the legal entity submitting a proposal.

12. "Request for Proposal (RFP)" means the document issued by the County in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the County's objectives in a cost-effective manner.

13. "Successful Proponent" means the Proponent whose proposal has been approved by the Approval Authority and who will complete the project.

SECTION 1.0 - INFORMATION TO PROPONENTS

1.1 Introduction

The Corporation of the County of Elgin invites proposals to retain the services of a qualified firm who can provide all eight agencies listed below with a fully qualified Group Benefits Consultant. The Consultant is required to provide proactive and innovative benefits consulting services and expertise on an ongoing basis in all aspects of benefits design, implementation, management and administration.

This RFP includes providing a Group Benefit Consultant to the following eight (8) agencies:

- County of Elgin
- Town of Aylmer
- Municipality of Bayham
- Municipality of Central Elgin
- Municipality of Dutton/Dunwich
- Township of Malahide
- Municipality of West Elgin
- Township of Southwold

Further background information and the scope of work is detailed in Section 2.

1.2 Proposal Format and Delivery

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.

All Proponents shall have a Bidding System Vendor account with bids&tenders™ and be registered as a Plan Taker for this RFP opportunity, which will enable the Proponent to download the Request for Proposal document, download Addendums, receive email notifications pertaining to this RFP and to submit their proposal electronically through the Bidding System.

Proponents are cautioned that the timing of their Proposal Submission is based on when the proposal is RECEIVED by the Bidding System, not when a proposal is submitted, as proposal transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended that sufficient time to complete your proposal submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

Proponents should contact bids&tenders™ support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Proponent advising that their proposal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders™ support at support@bidsandtenders.ca.

Late Proposals are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this RFP, or if a Proponent has obtained this RFP document from a third party, the onus is on the Proponent to create a Bidding System Vendor account and register as a Plan Taker for the RFP opportunity.

Proponents may edit or withdraw their proposal submission prior to the closing time and date. However, the Proponent is solely responsible to ensure the re-submitted proposal is received by the Bidding System no later than the stated closing time and date.

The onus unequivocally remains with the Proponent to ensure that the proposal is submitted electronically prior to the deadline and in accordance with the submission instructions.

The County, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the County of any proposal, or by reason of any delay in the acceptance of any proposal.

The County shall not be liable for any cost of preparation or presentation of proposals, and all proposals and accompanying documents submitted by the Proponent become the property of the County and will not be returned. There will be no payment to Proponents for work related to, and materials supplied in the preparation, presentation and evaluation of any proposal, nor for the Contract negotiations whether they are successful or unsuccessful.

1.3 Designated Official

For the purpose of this RFP, Mike Hoogstra, Manager of Procurement & Risk for the County, is the “Designated Official” and shall perform the following functions: releasing and receiving proposals, recording and checking of submissions; answering queries from perspective proponents, considering extensions of time, reviewing proposals received, ruling on those not completely meeting the requirements and coordinating the evaluation of the responses.

1.4 Questions / Inquiries

All inquiries regarding this RFP shall be directed through the Bidding System online by clicking on the “Submit a Question” button for this bid opportunity. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is noted in Section 1.6

If during the period prior to submission of proposals, the County determines, in its sole and unfettered discretion, that part of the RFP requires formal amendment or clarification, written addenda to this RFP will be distributed to all registered Proponents.

No clarification requests will be accepted by telephone, fax or in-person meeting. Responses to clarification requests will be provided to all interested parties. Inquiries must not be directed to other County employees or elected officials. Directing inquiries to other than the Designated Official may result in your submission being rejected.

1.5 Addenda

The County, may at its discretion, amend or supplement the RFP documents by addendum at any time prior to the closing date. Changes to the RFP documents shall be made by addendum only. Such changes made by addendum shall be supplementary to and form an integral part of the RFP documents and should be allowed for in arriving at the total cost. The County will endeavour to issue all addenda no later than three (3) days prior to the closing date.

Proponents shall acknowledge receipt of any addendum through the Bidding System by checking a box for each addendum and any applicable attachment.

It is the sole responsibility of the Proponent to take steps to ensure that all Addenda that are issued are received by the Proponent. Proponents should check online at https://elgincounty.bidsandtenders.ca/Module/Tenders/en prior to submitting their proposal and up until the RFP closing time to review any additional addenda that are issued.

If a Proponent submits their proposal prior to the RFP closing time and date and an addendum is issued, the Bidding System shall WITHDRAW the proposal submission and the bid status will change to an INCOMPLETE STATUS and Withdraw the proposal. The Proponent can view this status change in the “MY BIDS” section of the Bidding System.

The Proponent is solely responsible to:

- make any required adjustments to their proposal; and
- acknowledge all addenda; and
- Ensure the re-submitted proposal is RECEIVED by the Bidding System no later than the stated RFP closing time and date.

The Proponent shall not rely on any information or instructions from the County or a County Representative except the RFP Documents and any addenda issued pursuant to this section.

1.6 RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents through the Bidding system.

Issue RFP:	April 17, 2025
Last Date for Questions:	May 6, 2025
RFP Close**:**	May 13, 2025
Presentations/Demonstrations:	May 2025*
Award of Contract:	June 2025*

**Dates noted above are an approximation only and are subject to change.*

1.7 Proponent Communications

Each Proponent is solely responsible to ensure that all contact information for the Proponent is accurate and updated at all times during the RFP process. Proponents may update or revise their contact information in their Bidding System Vendor account. All correspondence from the County to a Proponent will be issued through the Bidding System.

1.8 Proponent Investigations

Each Proponent is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Proposal for this RFP. The Proponents' obligations set out in this RFP apply irrespective of any background information provided by the County or information contained in the RFP Documents or in responses to questions.

The County does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or made available to Proponents. The Proponents shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Proponents an any and all such information shall be at the Proponent's sole risk and without recourse against the County.

1.9 Notice of No Response

If you are unable, or do not wish to provide a proposal, please complete a notice of no response form in the bidding system. It is important to the County to receive a reply from all prospective proponents.

SECTION 2.0 - TERMS OF REFERENCE

2.1 Purpose

It is the intent of the County to enter into an agreement with a benefit consulting firm that can demonstrate through the Request for Proposal process their municipal expertise, credentials and their solid reputation as an industry leader in the area of benefits consulting services. The County is releasing this RFP in cooperation and consultation with the other Agencies listed in Section 1, which are lower-tier municipalities (also called "local municipalities") that form part of the County for municipal purposes. The successful proponent will be required to sign an agreement similar to that at Appendix "A" that enforces the terms laid out in that agreement and the specifications herein. In addition to the County and the successful Proponent, other signatories to said agreement may include the local municipalities listed in section 1.1 and forming the Consortium. The Proponent must be aware that, by submitting a proposal in response to this RFP, the Proponent consents to be bound to perform the services as expressed below on behalf of the County and on behalf of the other members of the Consortium.

The solution offered must meet or exceed the minimum specifications as noted in these Terms of Reference and comply with all instructions to Proponents to be considered for this project.

The primary objective of the proposal is to secure a benefit consulting provider who will effectively, efficiently and professionally provide confidential assessment, referral and follow-up in an expeditious manner for the range of services noted in the scope of services. Such provision shall be to some or all the agencies listed in section 1.1. All agencies listed in section 1.1 are open to proposals for the provision of benefits that will maximize efficiency and minimize costs.

2.2 Term of Contract

The term of this contract is five (5) years with the option to renew for five (5) one (1) year renewal terms for a potential term of ten (10) years. The decision to renew will be made upon mutual agreement of all parties based on satisfactory performance, pricing and service.

2.3 Background Information – County of Elgin

The County of Elgin is situated in the heart of southwestern Ontario along the north shore of Lake Erie and immediately south of the City of London. Elgin County is an upper-tier County comprised of seven local municipalities covering an area of 182,000 hectares with a population of approximately 50,000. The County's administration building is located at 450 Sunset Drive just south of St. Thomas with other operational offices in various County owned or leased facilities.

As an upper tier County, the services the County provides to its residents include, but is not limited to: Land Ambulance (contracted), Library Services (10 branches), Arterial Roads including Bridges and Highways, Engineering, Corporate Facilities Management, Consent Approval Service (Land Division), Economic Development, Emergency Preparedness, County Forests, Long-Term Care, Museum, Archives, Weed Control, Planning Services and Provincial Offences Administration.

EMS Services are contracted by the County to Medavie Elgin EMS and the employees are not part of this contract.

2.4 Background Information – Elgin's Municipal Partners

Elgin County is an upper-tier County comprised of seven local municipalities. All seven of the local municipalities are interested in participating in this RFP process. Approximate staffing totals for each municipal partner are listed below to provide an idea of overall size of the corporations, acknowledging these numbers fluctuate:

Municipality	Non Union	Union	Volunteer Firefighter
County of Elgin	83	344	n/a
Aylmer	77		27
Bayham	11	10	50
Central Elgin	31	31	120
Dutton-Dunwich	32		26
Malahide	25	17	80
West Elgin	9	8	40

2.5 Program Information

The County currently provides group benefits to eligible permanent full-time employees, Council members, and retirees. Part time staff are eligible on a 50/50 cost sharing basis.

Manulife currently provides Life Insurance and Long-Term Disability benefits and Extended Health Care and Dental benefits. The plan renews effective April 1st, annually.
The County and local partners pay 100% of the premiums for:

- Extended Health Care
- Dental
- Basic Life Insurance
- Long Term Disability
- Accidental Death and Dismemberment

Noting that the County and local partners wish to continue providing competitive traditional benefit packages in the most cost-effective manner, the following chart provides an outline of the various benefit groups as of January 2025:

County of Elgin:
Non-union plan: 85 members covered (includes County Councillors)
Union Plans
SEIU: 120 members covered
ONA: 10 members covered
CUPE: 5 members covered

Municipality of West Elgin:
Unionized plan (CUPE): 8 members
Union early retirees: 2 members
Non-union plan: 9 members

Township of Malahide:
Unionized plan (CUPE): 15 members
Non-union plan: 19 members
Seasonal Union (PT): 0 members (offered in collective agreement at 50/50 cost share)

Township of Southwold:
Non union plan: 13 members
Early retirees: 2 members
Council: 2 members
Unionized plan (CUPE): 11 members

Town of Aylmer:
Non-Union
Aylmer Non-Union FT (currently up to 33) – Full benefits & HCSA
Aylmer Non-Union Retirees (7) – Full benefits (except AD&D) & HCSA

Volunteer Firefighter
Aylmer Volunteer Fire (currently up to 27) – Life only
Aylmer Volunteer Fire Aux (currently up to 2) – Life only

**Union*
*Aylmer Police FT Union (currently up to 15) – Full benefits
*Aylmer Police Civilian FT Union (2) – Full benefits
*Aylmer Police Retirees (currently 5 but could change soon) – Full benefits including life & AD&D
*Aylmer Police Retirees (1) – Special benefit contract which is full benefits including life & AD&D until death
*Aylmer Police Retirees (2) – HCSA only
*Aylmer Police PT Union (currently up to 4) – Life only
Aylmer Police Aux (3) – Life only

Municipality of Central Elgin
Union (CUPE) – 33 members
Retired Union – 1 member
Non-Union Employees – 32 members

Municipality of Bayham
Unionized plan (CUPE): 9 members
Non-union plan: 13 members

Municipality of Dutton Dunwich
Non-union plan: 26 members

2.6 Scope of Work / Services

The following outlines the proposed scope of work to be provided by the Group Benefits Consultant:

Review of Current Employee Group Benefits Plans

- Review all aspects of the County and participating local municipalities' (*the consortium*) current Group Benefits Plan(s) design(s) with the carriers/insurer(s) including the insurance contracts, underwriting, financials, administration and communications and provide a written report of findings and recommendations. This includes but is not limited to a review of the funding arrangements and where advisable, recommendations of alternative underwriting methods which would be financially beneficial to the consortium.
- Review the existing insurance contracts to ensure they are in accordance with the relevant collective agreements and provide a written report of findings and recommendations.
- Review the benefits-related wording within the collective agreements, with suggestions for any revised wording to increase clarity to members and reduce any risk of unanticipated future cost increases.
- Analyze current benefits plan design(s) in relation to other groups of similar industry, size and structure to ensure plan's market competitiveness and provide a written report of findings and recommendations.
- Perform a claims utilization review and provide a written report with recommendations of cost-effective approaches to managing future claims.
- Prepare a detailed plan design summary spreadsheet, by union or employee group, of the consortium's current benefits and a financial impact spreadsheet by October of each year.

Ongoing Consulting Services / Ad-Hoc Services

- Analyze renewal proposals as presented by the insurer(s) of the benefits program, negotiate with the insurer(s) on behalf of the consortium for the most advantageous premium rates and financial terms. Activities include providing detailed renewal reports, documenting proposed and negotiated renewal rates and financial terms, the renewal proceedings, the relevant claims and reserve data, financial performance of the plan compared to preceding policy years and present the renewal reports to Council.
- Prepare and submit detailed Renewal Reports no later than one hundred and twenty (120) days prior to the expiration of the current policies with insurer(s).
- Provide advice **annually** on the County's stop loss insurance to limit the County's risk while enabling continued coverage and protection for employees through the benefit plan. Demonstrate in writing the savings achieved through possible changes to Large Amount pooling levels (if/where applicable).

- Monitor reserves **annually** (if/where applicable) to ensure they are properly valued based on claims experience.
- Audit the financial history of the plan, analyze the components of the existing rate structure and identify whether the costs are credible.
- Monitor insurer retention expenses **annually** (if/where applicable) and provide commentary in comparison to other groups of similar industry and size.
- Provide **semi-annual** review of premiums and claims experience as well as projections of potential impact of emerging experience on the premium rates for the next scheduled renewal (typically every Fall and Spring).
- Provide group benefits renewal forecast every Fall for corporate budgeting purposes.
- Review employee group benefits program **periodically** (typically prior to negotiations or a benefit plan review), in comparison to similar sized municipal clients, to ensure plan's competitiveness.
- Accurately amend benefit policies after providing the County with a thorough review of the research and analysis that supports the reason(s) why it is required and communicate amendments as needed.
- Recommend creative and innovative approaches to optimize benefits design and to mitigate the rising costs of employee benefits without specifically impacting benefit coverage, and should include cost benefit analysis.
- Provide collective bargaining resources during negotiations as they pertain to employee benefits, including but not limited to items such as advance costing exhibits and benchmarking reports with comparator municipalities which would include recommendations for changes to the plan based on trends observed with comparator municipalities. This should also include advice on plan enhancements or negotiated plan alternatives as requested, and analyze any modifications in coverage provisions. During negotiations, costings would be time sensitive and require immediate response.
- Assist with resolving urgent, complex or unusual claims issues between the consortium members and the insurer(s) and other benefit related issues in a timely manner.
- Provide ongoing consultative support, including contract clarification and updates, complex claims issues.
- Provide expertise and attend grievances and/or arbitrations related to benefits, if required.
- Advise the consortium members on new developments and trends in the field of employee benefits on an ongoing basis and recommend how to incorporate these developments in some/all of the benefit programs based on the appropriateness given the consortium's varying employee groups.
- Ensure the consortium is kept abreast of proposed and approved provincial and federal legislative changes or related taxation practices that may impact the benefit plans and recommend revisions that may be required to maintain the integrity of the existing benefit levels.
- Arrange for meetings, as required, with the Consortium Group Benefits representatives and the benefits/insurance carrier to review claims or administrative issues and

participate in information gathering, understanding of the issues and finding viable solutions.

- Hold employee and employer presentations on various benefit related topics, as required, at designated locations throughout Elgin County.
- Provide dedicated representative(s) to be responsible for the consortium's account and who are sufficiently qualified by education and experience.

Comprehensive Marketing of the Group Benefits Program(s)

When required, conduct comprehensive marketing of the Group Benefits Plans through a Request for Proposal (RFP). The Benefits Consultant shall:

- Compile relevant employee data for the purpose of obtaining competitive bids from the marketplace.
- Prepare a written synopsis of the current plan(s) noting rates and claims experience over the past three (3) year period or as requested by the consortium members.
- Prepare detailed technical specifications for the purpose of completing a competitive bid process for the Group Benefits plan(s).
- Assist the consortium Evaluation Committee during the Group Benefits plan competitive bid process including development of an agenda and questionnaire for the short-list presentations. Coordinate and attend short-listed presentations with consortium representative(s). Assist the committee in their understanding of proponent presentations and submissions, in the evaluation of the presentations and provide recommendations, as required.
- Review and summarize submissions along with analysis and recommendations, including an evaluation of each proposal with respect to premium rates, policy expense charges, claims reserve levels, rate guarantees, alternative plan designs, underwriting/funding arrangements, a financial impact spreadsheet summary of all proposals, on-line administration, claims management capabilities and value-added services.
- The competitive bid process must comply with the County's Procurement Policy. The County will provide the Benefits Consultant with instructions on the competitive bid process to be utilized as well as document templates.
- Assist with the development and negotiation of the official contract between the Benefits carrier(s) and the consortium.

Carrier Conversion

Should there be a change in insurance carrier(s), the Agent of Record/Benefits Consultant shall provide support in the transition of services to the new benefit carrier(s):

- Coordinate implementation of the Group Benefits replacement plans with consortium staff, as required.

- Coordinate the termination of the existing policy or policies, including liability for existing disability claims and those incurred but not reported, as well as claim submission time frames.
- Coordinate the transfer of coverage to the selected insurers, including preparation of the master application for insurance, any related policy and/or financial documents and development of a project plan for the transfer of coverage, in liaison with the consortium.
- Coordinate the mapping of benefit details for each of the benefit plans and benefits classes or divisions.
- Coordinate the confidential and secure transfer of benefits claims data from previous carrier(s) to the new carrier(s).
- Ensure all contracts, policies, plan and booklets are correct through a line-by-line review of all documentation to ensure underwriting consistency and continuation of coverage to employees.
- Communicate any benefit changes or coverage deviations (including benefit maximums and/or limitations) to the County's, and/or local municipality's Contract Administrator or designate, if required.
- Advise the consortium of required and/or new administrative procedures for processing claims, invoices, etc.
- Assist with employee benefit update meetings, if required, and ensure the benefits carrier provides the necessary change management assistance and communication strategies and documents.
- Oversee the development, printing and distribution of Employee Group Benefit booklets, other relevant employee material and ongoing plan administration materials including regular updates.
- Assist with the resolution of any plan member claims difficulties for ninety (90) days following the implementation date to the new carrier(s).

2.7 **Experience**

It is preferred to have an Account Manager with at least (10) years of experience in the group benefits consulting industry.

2.8 **Qualifications**

The Benefits Consultant should have qualifications as required in the industry to competently and professionally provide the services as required in this Scope of Work (e.g. a CEBS designation or equivalent) and to be able to provide ongoing consultative guidance in all areas of benefits.

The Benefits Consulting firm should have the technical knowledge and experience with underwriting in order to provide a full analysis of the renewal action required by the insurance carriers demonstrating validity or otherwise of the proposed rate structures and be able to

independently determine the competitiveness of premium rates and administrative expenses.

The Benefits Consulting firm should be experienced in the areas of designing and marketing municipal benefit plans, selecting carriers, implementing a transition to a new carrier and providing ongoing administrative support.

2.9 Personnel

The Consultant agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the services, only those individuals shall provide the services under this Contract. The Consultant shall not replace or substitute any of the individuals named in the Contract without prior written approval of the consortium, which may not arbitrarily or unreasonably be withheld. Should the Consultant require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual name in the Contract. The Consultant shall not claim fees for any replacement individual greater than the rates established under the Contract.

The level of service provided by the Consultant(s) and Key Team Members should be timely, confidential and contain accurate information / responses. Proposals should clearly articulate any service level guarantees, timeframes for deliverables or other protocols for ensuring timely, confidential and accurate information.

2.10 Pricing / Guarantee

Provide pricing on the basis that the fees will be paid to the Group Benefits Consultant through the insurance companies annually. If the contract is terminated prior to year end the insurance companies will reconcile the account at year end and payment will be pro-rated for work completed.

2.11 Performance Evaluation

During the term of the Contract, the consortium will complete annual performance evaluations.

The evaluations will be used to measure the ongoing performance of the Benefits Consultant, based on the scope of work and service standards outlined in the Contract.

The evaluation will include, but not be limited to the following criteria:

- Provides timely and accurate services with respect to benefit related issues;
- Provides timely and accurate costing during collective agreement negotiations period;
- Actively benchmark products and services within the Municipal Government and Benefits Industry and share best practices that may positively impact the consortium’s benefit program;

- Proactively keeps the consortium abreast of legislative changes, the impact on the benefit offerings and recommendations for revisions in order to maintain alignment.

Where the deliverable requirements and service standards (as detailed in this contract) are not met on a consistent basis by the Consultant, the consortium reserves the right to address these issues with the Consultant in order to come to a resolution. Where no resolution to the issue(s) occur(s) or there is a reoccurrence of the issue(s) the County reserves the right to terminate the Contract.

SECTION 3.0 - PROPOSAL REQUIREMENTS

3.1 Proposal Submissions

ELECTRONIC PROPOSAL SUBMISSIONS ONLY, shall be received by the Bidding System. The Proposal Submission shall comprise of two (2) separate proposal submission files as detailed in section 3.2

Hardcopy submissions are not permitted.

This RFP is a two-stage submission and requires that pricing be included separately as Part 2. **Any submissions which contain pricing information in the Technical Proposal (Part 1) will be rendered informal and will be disqualified.** All information related to fees/pricing must be submitted in Part 2 only.

Failure to include the submission requirements may result in your proposal being disqualified.

3.2 Proposal Submission Requirements – Technical Proposal (Part 1)

Proponents shall upload a PDF Proposal Submission to the Bidding System.

The submission shall be no longer than forty (40) single sided pages (Arial 12 font or equivalent), excluding the Curricula Vitae. The submission should include all the information listed in this Technical Proposal Requirements section.

Each response to a request should clearly identify the section of this RFP to which it is responding (by number and heading). The Proponent should provide information of sufficient scope and depth to demonstrate the ability of the Proponent to deliver the services described in this RFP.

Information submitted is subject to verification, and further pertinent information may be obtained from references.

The proposal submissions must include at a minimum the following information and shall be submitted in the same sequence in order to be considered responsive.

a) Section A: Company Profile and Experience

i. Provide an outline of your company profile which includes:
- A brief overview of your firm
- Details of ownership and principal officers of your organization
- Listing of any parent, subsidiaries or affiliates and the nature of your firm's relationship to them
- Number of years in business
- Location of head office and other offices (if applicable)
- Total number of employees
- Number of Benefit Consultants in your firm

- Product area(s) of expertise, services offered
- Provide your company's mission statement

ii. Describe your company's experience in managing group benefits. It should be relevant experience that is similar in nature to the scope of work outlined in this RFP.

iii. Provide a brief overview of the business industries that you support (e.g. public sector versus private sector; municipal, financial, insurance, education, healthcare, technology, manufacturing, retail, food, etc.), the size of the client groups, and whether unionized or non-union.

iv. Describe your firm's comprehensive knowledge of the group insurance industry, including extended health, dental, life, long term disability and AD&D benefits. This could include, but not limited to, working with a variety of benefit plan types including Flexible benefit plans, Health Care Spending Accounts, Employee Benefit Trust Funds.

v. Describe, if applicable, how your firm is functionally tied to any insurer or provider of service and how that relationship may influence your ability to provide Broker services to the County.

vi. Discuss any impending changes in your organization that could impact the delivery of services.

vii. Proponents shall describe three (3) recent projects, preferably from the public sector, that outline previous knowledge, skills and experience relevant to the scope of services.

Examples are to have been successfully undertaken by the Proponent in the past five (5) years and must contain:

- a description of the nature of the services that were provided (e.g. special project involving a change in benefits, converting from accumulated sick days to a short-term disability plan, benefit cost containment strategies, acting as liaison between insurance company and client);
- date when the work was undertaken;
- size and location of the client group;
- length of time you have served as consultant to this client; and
- describe any challenges that occurred during the project, including how they were resolved, timeline of resolution and any impact to the client

b) **Section B: Account Manager and Key Team Members**

i. Provide the name of the Account Manager and explain why they have been selected to act as the Account Manager for the Elgin consortium. Describe their

knowledge, skills, education and experience relevant to the scope of services and provide the Account Manager's curriculum vitae.

It is preferred to have an Account Manager with at least (10) years of experience in the group benefits consulting industry. The Evaluation Committee will reduce the score for this section for Account Manager's with less than 10 years' experience.

ii. Describe the other key team members (including, technical support staff) that will be assigned to the County's account and who provide support to the Account Manager. Outline their roles and responsibilities in delivering these services, their qualifications, and how these resources will be assigned to the project.

iii. What steps does your organization take to ensure that your employees are educated on current market trends and legislative developments?

c) **Section C: Understanding Scope of Work and Project Approach**

i. **Describe your approach** to delivering the consulting services as outlined in the Terms of Reference including but not limited to:

1. Review of Current Benefit Plans
   - *Include a sample Group Benefit Plan Design Summary report*, assuming that the client has over five (5) different employee groups

2. On-going Group Benefits Consulting Services
   - Annual renewal and negotiations with Insurers
   - Periodic review and analysis of the consortium's group benefit plans
   - Legislative and tax updates
   - Large Amount Pooling/Stop Loss Insurance Advice and Recommendations
   - Inventory of group benefit booklets and amendments and that they align with all current collective agreements
   - Evaluation regarding eventual harmonization of some or all Plans; toward reduction of associated administrative costs.

3. Ad-Hoc Services
   - Assistance with urgent / complex / unusual claims
   - Process for benchmarking market data and how you review this information with your clients
   - Provide Benchmarking reports with comparator municipalities prior to negotiations. *Include a sample Benchmarking Report*.
   - Provide assistance for benefits related grievances
   - Provide time sensitive information during negotiations

4. Comprehensive Marketing for sourcing the Group Benefits Plan Provider Contract(s) and Carrier Conversion
   - Planning and support services for all aspects of marketing the plan through an RFP
   - Transition assistance for the move to the new group benefits provider(s)

ii. **Describe your approach** to the following specific services:

1. Does your firm have the capability to provide recommendations in plan redesign for the purpose of cost containment?

2. Is your firm able to independently audit the financial and technical knowledge to provide an analysis of the insurer's renewal to determine the competitiveness and appropriateness of the premium rates?

3. What tools or strategies do you use to help clients manage their plan costs?

4. How often do you review our account?

5. Do you provide employee communication services for your clients' employees? If so, please provide a general description of your capabilities.

6. Describe how your firm consults on benefits programs in the context of a Total Rewards strategy.

d) **Section D: Work Plan / Timetable and Quality Assurance**

i. Provide a detailed timetable or Gantt chart outlining your work plan to address the specific deliverables and requirements identified in the Terms of Reference.

ii. Explain your strategy on how you will sustain and prevent delays to the timelines provided in order to meet the required goals and objectives.

iii. Provide a full description on how your firm will provide ongoing quality of service to the consortium and the quality assurance process (for example using peer review) to ensure that all information and recommendations submitted to the County are accurate

e) **Section E: References**

Provide a list of three (3) current municipal clients of similar size and scope of operations to the County and Municipal Partners (consortium) in your proposal. Reference information shall include the name of the organization, contact name, position, contact information, the length of time your firm has served each client and a brief description of the deliverables provided.

3.3 Financial Submission Requirements - Financial Proposal (Part 2)

Proponents are required to complete the electronic Pricing Forms in the Bidding System. The total estimated cost including disbursements for the work proposed shall be considered in the upset limit. Fees & expenses shall not include contingencies or HST.

All financial proposal clarifications/explanations can be included in the optional document upload. The proposal must clearly state which services are not included in your financial pricing submission.

NOTE: If a proponent includes any information regarding fees in the Technical Proposal, this may result in the disqualification of your proposal.

Part 2 will only be unsealed if the Technical Proposal (Part 1) scores a minimum of **52.5 points out of a possible 75 points** by the evaluation team.

3.4 Evaluation Process

This is a multi-stage evaluation process that considers both the qualifications of the Proponent and price.

Phase I: Technical Proposal

Phase I of this RFP requires that vendors respond to the Technical Proposal Requirements listed in section 3.2.

During this phase of the evaluation process, submissions will be reviewed and evaluated by an evaluation committee through a consensus method based on the evaluation criteria set out in section 3.5.

The disclosure of the allocated weightings for each category/criteria is provided to assist Proponents in preparing a submission that best meets the requirements of the County / consortium.

Only submissions which score a minimum of **52.5 points out of a possible 75 points** in Phase I will have met the established threshold and pass to Phase II and will be given further consideration for award.

Phase II: Financial Proposal

Only those Proponents who have met the established threshold will enter Phase II. **If the Proponent does not meet the minimum criteria score, they will not be considered for Phase II or any subsequent award.** Pricing will be unsealed and will be calculated according to the example in section 3.6.

Each proposal will be evaluated on its clarity and the demonstrated understanding of the requirements, the services proposed and timeframes, as well as the Proponent's experience and the anticipated benefit. A short list of firms may be created for purposes of an interview or presentation, should this be required. Proponents may be contacted to explain or clarify their proposals; however, they will not be permitted to alter information as submitted.

An Evaluation Committee will be established from members of the Approval Authority or any others as deemed necessary.

Proposals will be evaluated on the basis of all information provided by the Proponent. Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. Failure to comply with these requirements may deem the proposal non-responsive.

Selection of a proposal will be based on (but not solely limited to) the following criteria and any other relevant information provided by the Proponent at the time of submission as well as any additional information provided during subsequent meetings with the Proponent.

In recognition of the importance of the procedure by which a Proponent may be selected, the following criterion outlines the primary considerations to be used in the evaluation and consequent awarding of this project (not in any order). The Approval Authority reserves the right to evaluate and rank each submission using criterion noted. Actual individual scores will be confidential.

The County reserves the right to request confidential references for any of the proponent's projects listed, as well as any of the proponent's other projects, and factor the ratings from all references, whether completed or in progress.

3.5 Evaluation Criteria

Submissions will be evaluated by an evaluation committee based on the categories listed in the table below. The disclosure of the allocated weightings for each category is provided to assist in preparing a proposal that best meets the requirements of the County. **The County reserves the right to refuse to disqualify a proposal where any one rated criterion is, in the unfettered discretion of the evaluation committee, unacceptably low**. For example, even where a proponent's proposal receives the highest cumulative score, that proposal may nonetheless not be awarded the contract by the County where the evaluation committee determines that its methodology is unacceptable. Similarly, the County may disqualify a proposal where, in the opinion of the evaluation committee, is the pricing is too far beyond the amount that will be acceptable pursuant to the fee structure set out in this RFP.

By responding to this RFP, Proponents agree to accept the decision of the evaluation committee as final.

Proposals will be evaluated based on the following weighted evaluation factors:

Rated Criteria	Maximum Points
PHASE 1 – TECHNICAL PROPOSAL	**75 POINTS**

Company Profile and Experience - Familiarity with working on behalf of a Municipality (a higher weighted score will be given to those with proven municipal experience)	20
Account Manager and Team Members Experience and Qualifications - It is preferred to have an Account Manager with at least (10) years of experience in the group benefits consulting industry	20
Methodology and Approach to Project Tasks and Services	20
Workplan, Timetable and Quality Assurance	10
Proposal Clarity/Presentation - Ability to concisely present offer - Demonstrated capacity for superior service - Additional services	5
References	Pass / Fail
PHASE 2 – TECHNICAL PROPOSAL	**25 POINTS**
Fees / Pricing / Total Overall Cost	25
TOTAL CUMULATIVE POINTS	**100 POINTS**

3.6 **Ratings**

The following ratings will be used to evaluate the technical portion of the RFP process. For consistency, the table below describes the characteristics attributable to particular scores between 0 - 10.

0	Unacceptable	Did not submit information
1	Very Poor	Information provided does not meet any requirements
2	Poor	Barely meets some requirements, does not meet others.
3	Weak	Minimally addresses some, but not all of the requirement of the scope. Lacking in critical areas
4	Below Average	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in some areas.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
7	Good	Meets all requirements of the criteria.

8	Very Good	Somewhat exceeds the requirements of the criteria.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
10	Outstanding	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

The firms achieving the minimum score identified will be shortlisted and Phase 2 of the evaluation will be unsealed for consideration.

The lowest cost proposed shall be awarded the full amount of points available for the fee portion of the evaluation. All higher proposals shall be awarded points, rounded to the closest full point for the cost portion of the evaluation according to the following formula:

Lowest Proposed Cost ÷ Higher Proposed Cost x Maximum Points = Total Cost Points.

It should be emphasized that pricing/cost is only one of the factors being considered in determining the successful Proponent.

In submitting a proposal, the Proponent acknowledges the County's right to accept other than the lowest priced proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the County's decision to accept a proposal which is not the lowest price proposal, if it is deemed to be in the County's best interest to do so.

All qualified proposal submissions will be reviewed and evaluated. Additional information may be requested if necessary.

Only the proposal response and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required page limit restriction identified in section 3.2.

3.7 Presentation and Interview

The Approval Authority may have the two (2) highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent's ability to meet the requirements as requested in the RFP. The Approval Authority reserves the right to interview more or fewer than two Proponents based on the scoring results. The interviews would be conducted by the representatives of the Evaluation Committee.

The interviews would be conducted by the representatives of the Evaluation Committee via Web conferencing or in-person. Senior staff members to be assigned to this project must attend the interview.

Presentations shall follow this general format:

- Introduction of the Proponents Project Team (5 minutes)
- Presentation of the Proposal (45 minutes)
- Question and Answer Session (10 minutes)

The Proponents will be notified of the final format, location and exact date and time for interviews / presentations in advance.

For the interview portion of the evaluation (if required), the Approval Authority will be using the rating criteria shown below and will evaluate each short-listed Proponent only.

Interview Criteria and Weighting (Third Stage if required):

Criteria Category	Weighted Points
Presentation	25

The score from the proposal evaluations and the Interview will be combined to determine an overall score.

SECTION 4.0 - GENERAL CONDITIONS

4.1 Rights of the Approval Authority

The Approval Authority is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the Approval Authority shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the Approval Authority of any proposal or by reason of any delay in the award of the contract.

The Approval Authority reserves the right to accept any proposal, in whole or in part, that it feels most fully meets the selection criteria. Therefore, the lowest cost proposal, or any proposal may not necessarily be accepted. County and municipal staff shall evaluate all compliant proposals received by the closing time and make evaluations and recommendations for acceptance.

The Approval Authority reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the Request for Proposal.

The Approval Authority reserves the right to modify any and all requirements stated in the Request for Proposal at any time prior to the possible awarding of the contract.

The Approval Authority reserves the right to cancel this Request for Proposal at any time, without penalty or cost to the Approval Authority. This Request for Proposal should not be considered a commitment by the Approval Authority to enter into any contract.

The Approval Authority reserves the right to enter into negotiations with the selected Proponent. If these negotiations are not successfully concluded, the Approval Authority reserves the right to begin negotiations with the next selected Proponent.

Proposals shall remain open and subject to acceptance for a period of one hundred and twenty (120) days from closing date.

In the event of any disagreement between the Approval Authority and the Proponent regarding the interpretation of the provisions of the Request for Proposal, the Director of Financial Services or an individual acting in that capacity, shall make the final determination as to interpretation.

No proposal shall be accepted from any person or Proponent who, has a claim or has instituted a legal proceeding against the Approval Authority or against whom the Approval Authority has a claim or has instituted a legal proceeding, without the prior approval of County Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

4.2 Conflict of Interest

The Proponent declares that no person, firm or corporation with whom or which the Proponent has an interest, has any interest in this RFP or in the proposed contract for which this proposal is made.
The Proponent further declares that no member of the Council of the County of Elgin and no

officer or employee of the County of Elgin will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

Should the Proponent feel that a conflict of interest or potential conflict of interest exists; the Proponent must disclose this information to the Designated Official prior to the submission of a proposal. The County may, at its discretion, delay any evaluation or award until the matter is resolved to the Approval Authority's satisfaction. The Approval Authority may allow a conflict of interest or potential conflict of interest to exist if it is satisfied that there are adequate safeguards in place and if the Approval Authority determines that it is in its best interests to do so.

The Approval Authority reserves the right to disqualify a proposal where the Approval Authority believes a conflict of interest or potential conflict of interest exists.

4.3 Modified Proposals

In the event that a preferred proposal does not entirely meet the requirements of the Approval Authority, the Approval Authority reserves the right to enter into negotiations with the selected Proponent, to arrive at a mutually satisfactory arrangement and to make any modifications to the proposal as are in the best interests of the Approval Authority.

4.4 Disqualification of Proponents

More than one Proposal from an individual, firm, partnership or corporation under the same or different names will not be considered. A Proponent shall not discuss or communicate, directly or indirectly with any other Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Proponent. Proponents shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect with any other Proponent. Collusion between Proponents will be sufficient for rejection of any Proposals so affected.

4.5 Confidentiality

The proposal must not be restricted by any statement, covering letter or alteration by the Proponent in respect of confidential or proprietary information. The Approval Authority will treat all proposals as confidential. The Approval Authority will comply with the Municipal Freedom of Information and Protection of Privacy Act, and its retention by-law pursuant to the Municipal Act, in respect of all proposals. All Public Reports approved by the Approval Authority will become public information.

4.6 Proposal Assignments

The successful Proponent will not be permitted to assign or transfer any portion of the proposal as submitted or the subsequent agreement without prior written approval from the Approval Authority.

4.7 Procurement Policy

Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County's Procurement Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the County's Procurement Policy. The Procurement Policy can be viewed on the County's website, www.elgincounty.ca

4.8 Failure to Perform

Failure to comply with all terms and conditions of this proposal, and failure to supply all documentation, as required herein, shall be just cause for cancellation of the award. The Approval Authority shall then have the right to award this contract to any other Proponent or to re-issue this RFP.

4.9 Award and Agreement

The Proponent that fully meets the requirements and scores the highest based on the evaluation criteria, will be recommended for award. Once the award is made and approved by the Approval Authority and County Council, the report recommending such award including the total cost of the awarded project shall be a matter of public record, unless otherwise determined by Council.

A written agreement, prepared by the Approval Authority shall be executed by the Approval Authority and the successful Proponent. The complete proposal package submitted by the successful proponent, together with the entire Request for Proposal documents prepared by the County of Elgin, shall form part of the Agreement (see attached sample of agreement in Appendix A).

4.10 Insurance Requirements

Any agreement resulting from this RFP will contain at a minimum the following insurance requirement:

a) Comprehensive general liability insurance including bodily injury, property damage liability, personal injury liability, completed operations liability, blanket contractual liability, non-owned automobile and shall contain a severability of interest and cross liability clause to a limit of no less than five million ($ 5,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the County of Elgin and any Approval Authority as an Additional Insured.

b) Professional Liability insurance covering all activities as described in the Proponent's proposal to a limit of no less than two million ($2,000,000) per claim and in the aggregate. Such insurance shall provide coverage for errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Agreement. Upon completion of the work the policy shall remain in force for twelve (12) months. The Proponent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the Comprehensive General Liability Policy or the Professional Liability Policy

(Errors & Omissions).

c) Standard OAP 1 Automobile liability policy in the amount of two million ($2,000,000) dollars (if deemed applicable).

d) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:

- be written with an insurer licensed to do business in Ontario;
- be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Elgin County;
- contain an undertaking by the insurer to notify the Approval Authority in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
- any deductible amounts shall be borne by the Proponent.
- Prior to the execution of the Agreement and within fifteen (15) business days of the placement, renewal, amendment, or extension of all or any part of the insurance, the Proponent shall promptly provide the County with confirmation of coverage insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the Agreement.

4.11 **Indemnification**

The successful Proponent shall indemnify and hold harmless the Approval Authority, its officers, Municipal Council, Employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, suits or proceedings by whomsoever made, directly or indirectly arising directly or indirectly by reason of a requirements of this agreement save and except for damage caused by the negligence of the Approval Authority or their employees.

4.12 **WSIB Requirements**

The successful Proponent shall furnish a WSIB Clearance Certificate **prior** to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period.

If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an "independent operator" a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County of Elgin prior to commencement of work.

4.13 **Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the requirements as outlined in the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11) as well as the Ontario Human Rights Code. The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

In accordance with the *Accessibility for Ontarians with Disabilities Act, 2005 Integrated Accessibility Standards Regulation (Ontario Regulation 191/11)*, the County requires content created for the municipality that is to be posted on our website to be provided in a format which is compliant with WCAG 2.0 Level AA requirements. As required under Section 14 of the regulation, any content published on our website after January 1, 2012 needs to be compliant with the WCAG requirements by the timelines set out in the Regulation. It is the successful Proponent's responsibility to produce the required documents in an accessible format

4.14 **Disqualification**

The Approval Authority may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the County, if,

- the Proponent fails to cooperate in any attempt by the Approval Authority to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

4.15 **Record and Reputation**

Without limiting or restricting any other right or privilege of the Approval Authority and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the Approval Authority may disqualify any proposal from any Proponent, where;

- In the opinion of the Solicitor or the Manager of Procurement and Risk, the commercial relationship between the Approval Authority and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
  - Litigation with the Approval Authority;
  - The failure of the Proponent to pay, in full, all outstanding accounts due to the Approval Authority by the Proponent after the Approval Authority has made demand for payment;
  - The refusal to follow reasonable directions of the Approval Authority or to cure a default under a contract with the Approval Authority as and when required by the Approval Authority or the Approval Authority representatives;
  - The Proponent has previously refused to enter into an Agreement with the Approval Authority after the Proponent's proposal was accepted by the Approval Authority;
  - The Proponent has previously refused to perform or to complete performance of contracted work with the Approval Authority after the Proponent was awarded the contract;
  - Act(s) or omission(s) of the Proponent has resulted in a claim by the Approval Authority under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.

- In the opinion of County Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the Approval Authority to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

4.16 Proponent's Costs

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the Approval Authority;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

The Approval Authority is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the Approval Authority in the conduct of the RFP process.

4.17 Legal Matters and Rights of the Approval Authority

This RFP is not an offer to enter into either a bidding contract (often referred to as "Contract A") or a contract to carry out the project (often referred to as "Contract B"). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the Approval Authority.

The Approval Authority may at its sole discretion change or discontinue this RFP process at any time whatsoever. The Approval Authority may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The Approval Authority may at its sole discretion decline to evaluate any proposal that in the Approval Authority opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the Approval Authority may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the Approval Authority shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the Approval Authority and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents' participation in the RFP process, including but not limited to;

- the disclosure of a Proponent's confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the Approval Authority to the Proponents;
- the cancellation of the RFP; and
- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

4.18 **Human Rights, Harassment and Occupational Health and Safety**

The successful Proponent shall be required to comply with the Approval Authority's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety as well as all Provincial and Federal laws, regulations and guidelines regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

4.19 **Pandemics**

The successful Proponent shall comply with current Pandemic health and safety measures in place during the term of this contract.

4.20 **Clarification**

The Designated Official may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation or seek a Proponent's acknowledgement of the Approval Authority's interpretation of the Proponent's proposal. The Approval Authority is not obliged to seek clarification of any aspect of a proposal.

4.21 **Debriefing**

Following the conclusion of this Request for Proposal process and upon request, debriefings are available to unsuccessful Proponents. All requests shall be in writing and submitted to purchasing@elgin.ca.

4.22 **Supplementary Information**

The Approval Authority may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The Approval Authority is not obliged to request supplementary information from a Proponent.

4.23 **Default / Non-Performance**

The Approval Authority will reserve the right to determine “non-performance” or “poor quality” of service and further reserves the right to cancel any or all of this contract at any time should the contractor’s performance not meet the terms and conditions of the Tender upon 30 days written notification to the Contractor.

“Non-performance” shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the Approval Authority retains the right to claim damages as a result of such default.

If the Approval Authority terminates the Contract, it is entitled to:

a) withhold any further payment to the Contractor until the completion of the work and the expiry of all obligations under the Contract; and
b) recover from the Contractor any loss, damage and expense incurred by the Approval Authority by reason of the Supplier’s default (which may be deducted from any monies due or becoming due to the Contractor).

APPENDIX A - SAMPLE AGREEMENT

THIS AGREEMENT made effective this XXXX day of XXXXXXX, 2025.

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN / APPROVAL AUTHORITY
(hereinafter called "County/Agency")

OF THE FIRST PART

- AND -

_____
(hereinafter called "Consultant")

OF THE SECOND PART

WHEREAS on April 17, 2025, the County issued Request for Proposal No. 2025-P19 and Addendum No. <X> dated <Insert Date> for Group Benefits Consultant for the County of Elgin (the "RFP");

AND WHEREAS on <Insert Date> the Consultant submitted a proposal in response to the RFP (the "proposal");

AND WHEREAS the County wishes to enter into an agreement with the Consultant for the services, as more particularly described in the RFP Terms of Reference, attached hereto as Schedule A forming part of this Agreement (the "Services");

NOW THEREFORE, in consideration of the sum of ONE DOLLAR ($1.00) now paid by the Consultant to the County and performance of the promises, obligations and covenants herein contained, the receipt and sufficiency of which consideration is hereby irrevocably acknowledged, the Parties hereto covenant and agree as follows:

ARTICLE 1

The Consultant shall provide the Services set forth in Schedule "A" hereto, including but not limited to satisfaction of all Evaluation and Service Requirements and Qualifications and Requirements as set forth therein; provided that, if there should be any conflict between the text of this Agreement and the provisions of the said Schedule "A", the text of this Agreement shall prevail.

ARTICLE 2

The County covenants with the Consultant that the Consultant, having in all respects complied with the provisions of this Agreement, will be paid for and in respect of all the work, at the quoted rates or lump sum amount as summarized below:

- $XX.00 per XXX for the period of <Insert Date> to <Insert Date>
- OR State Lump Sum Amount

ARTICLE 3

The Term of this Agreement is for a five-year term, deemed to commence on or about **<Insert Date>** and expire on **<Insert Date>**; provided further that the County, in its unfettered discretion, may extend the within Agreement up to an additional five (5), one (1) year terms upon mutual agreement between both Parties.

ARTICLE 4

A copy of each of the Terms of Reference (as Schedule A) and Addendum No. <X> (as Schedule X, if applicable) are hereto annexed and together with the Consultant Proposal, General Conditions, Proposal Requirements and Information for Proponents relating to the work contemplated herein, even though not attached, all as listed in the RFP document, form part of and are deemed to be incorporated into this Agreement.

ARTICLE 5

In case of any inconsistency or conflict between the provisions of this Agreement and the Terms of Reference or General Conditions or RFP or any other document or writing, the provisions of such documents shall take precedence and govern in the following order, namely:

a) Agreement;
b) Addenda;
c) Terms of Reference;
d) Consultant Proposal;
e) General Conditions;
f) Proposal Requirements;
g) Information to Proponents.

ARTICLE 6

Either Party may terminate this Agreement at any time, without notice or creation of any right to compensation or damages, for just cause, which shall include, without limitation, dishonesty, fraud, willful deceit or failure to properly fulfill the obligations hereunder where such failure is not remedied within ten (10) days after notice of same is given.

Notwithstanding that set forth immediately above, either Party hereto may terminate this Agreement, for convenience and without creating any right to compensation or damages, upon giving at least ninety (90) days written notice to the other Party.

ARTICLE 7

The Consultant shall indemnify and save harmless the County, including it elected officials, officers, employees and agents and further including their respective heirs, executors, administrators, and assigns (hereinafter collectively the “Releasees”) from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs as between a solicitor and his or her own client), interest, or damages of every nature and kind whatsoever as arising from the negligence, errors, omissions, fraud, or willful misconduct of

the Consultant, including its officers, employees, servants, agents, and consultants or sub-consultants, or any one or combination of them, as attributable or connected with the performance, non-performance, or purported performance by the Consultant of any promise, obligation, or covenant as contemplated by this Agreement, save and except to the extent that same is attributable to or caused by the negligence of the County, its officers, employees, servants, agents, or consultants or sub-consultants, or any one or combination of them. Furthermore, this indemnity shall survive the expiration or termination of this Agreement and continue thereafter in full force and effect.

ARTICLE 8

This Agreement together with its Schedule constitutes the entire understanding between the Parties. Any change, addition to, or waiver of the terms hereof must be specifically agreed upon, in writing, and signed by both Parties. Failure on the part of either Party to insist upon the strict observance of any of the terms and/or conditions herein shall not operate as a waiver of such Party's right to require the future observance of any such terms or conditions.

ARTICLE 9

The Consultant declares that it has either investigated for itself the character of the work and all local conditions that might affect the proposal or acceptance of the work, or that not having so investigated, it is willing to assume and does hereby assume all risk of conditions arising or developing in the course of the work which might or could make the work, or any items thereof, more expensive in character or more onerous to fulfill, than was contemplated or known when the proposal was made of the Contract signed. The Consultant also declares that it did not and does not rely upon information furnished by any methods whatsoever, by the County or its officers or employees, being aware that any information from such sources was and is approximate and speculative only, and was not in any manner warranted or guaranteed by the County.

ARTICLE 10

Where any notice, direction or other communication is required to be or may be given or made by one of the parties hereto to the other, it shall be deemed sufficiently given or made if mailed or delivered in writing to such party at the following addresses:

COUNTY: Corporation of the County of Elgin
450 Sunset Drive
St. Thomas, ON N5R 5V1

CONSULTANT: _____
_____
_____

Either Party may from time to time change its address for service by notice to the other Party as previously set out.

For the purposes immediately set forth above, Notices which are served in the manner as set

out above shall be deemed sufficiently given for all purposes of this Agreement, in the case of those personally served directly upon the Party to be deemed to have been completed upon the date of service, and in the case of registered mail, on the third postal delivery day following the mailing of the Notice. Should normal service of mail be interrupted by strikes, slowdown or other cause, then the Party sending the Notice shall use any similar service which is not been so interrupted in order to secure prompt receipt of the Notice and for purposes of this Agreement such service shall be deemed to be personal service.

ARTICLE 11

This Agreement shall not be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party.

ARTICLE 12

This Agreement shall be construed and interpreted in accordance with the laws of the Province of Ontario and, when applicable, the Dominion of Canada.

ARTICLE 13

All obligations under this Agreement shall be considered a separate covenant and any declaration of invalidity of any such covenant shall not invalidate any other such covenant.

ARTICLE 14

The Contract shall apply to and be binding on the parties hereto, their heirs, executors, successors, administrators, and assigns jointly and severally.

(Balance of Page Left Blank Intentionally)

ARTICLE 15

This Agreement may be executed in several counterparts, each of which, when so executed, shall constitute but one and the same document. This Agreement may also be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed, whether or not in counterpart, scanned to Adobe® Portable Document Format (PDF) and delivered by way of electronic mail.

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands and seals on the day and at the location indicated below or otherwise caused their corporate seals to be affixed, attested by the signature of their proper officers, as the case may be.

) Corporation of the County of Elgin
)
)
) Per: _____
) Name: Grant Jones
) Position: Warden
)
)
) Per: _____
) Name: Blaine Parkin
) Position: Chief Administrative Officer / Clerk
)
) We have the authority to bind the Corporation
)
)
) <INSERT CONSULTANT NAME>
)
)
) Per: _____
) Name: _____
) Position: _____
)
) I have the authority to bind the Corporation

_____
Date:

_____
Location

_____
Date:

_____
Location

Addendum No. 1

Request for Proposal No. 2025-P19
Group Benefits Consultant

This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

The following questions have been received by the County; the County's response follows each question.

Question 1:

Can you please send over information pertaining to the current policy including:
a. Recent Renewal Report
b. DIN listing
c. Booklet/s
d. CBAs

Answer 1:

a) Recent Renewal Report - Available via email

b) DIN listing - We are unable to provide as this is not available from Manulife.

c) Booklet/s- Few of these are in the process of updating because of recent negations - Available via email

d) CBAs- Agreements are expired. We are in the process of updating/bargaining. - Available via email

Proponents may submit an email to mhoogstra@elgin.ca requesting the available documents noted above.

Question 2:

Are the Life policies for the Volunteer Firefighters with Manulife under the same Elgin County Consortium policy? Or are they standalone policies?

Answer 2:

These may be stand alone because we don't have volunteer at the County.

Question 3:

On page 10 of the RFP, Aylmer and Dutton-Dunwich list no union presence on the summary table, however page 11 is showing union presence for Aylmer:

Should we assume that the table on page 10 was not updated correctly?

Answer 3:

There is no union in Aylmer.

Question 4:

Who is the provider for the HCSA program?

Answer 4:

The County does not have an HCSA.

Question 5:

How long have you been insured with Manulife? When was your last marketing?

Answer 5:

Over 20 years with Manulife. We are unsure of the last marketing.

Question 6:

Can you share a copy of the plan design summary?

Answer 6:

Please refer to our most recent renewal documents. This document can be obtained by emailing mhoogstra@elgin.ca

Question 7:

What is the annual premium by benefit?

Answer 7:

See Answer 6.

Question 8:

When do the collective agreements for each union expire?

Answer 8:

CUPE- Expires Dec. 2027. SEIU and ONA are expired and we are preparing to bargain.

Question 9:

a. With no insured STD benefit, how do you support short term absences?

b. In Section 2.4, you mention only 7 of the municipalities are participating in the RFP process, and the Township of Southwold is not listed. In Section 2.5, you provide information for the Township of Southwold. Please clarify their involvement with this process.

Answer 9:

a. Current STD is self-insured. The County offers STD to employees. We are currently looking at what a program would look like from a cost perspective if Manulife paid the claim and we paid the premium.

b. The Township of Southwold is included in this consortium.

End of Addendum No. 1

Addendum Issued: May 2, 2025

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk
P: 519-631-1460, extension 129 | E: mhoogstra@elgin.ca

Addendum No. 2

Request for Proposal No. 2025-P19
Group Benefits Consultant

This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

Please be advised of the following clarifications for Addendum 1:

1. **RE: Addendum 1 response for Question 5**
   The County's last marketing was completed in April of 2020. Below is the revised answer for Question 5 from Addendum No. 1.

   Question 5:

   How long have you been insured with Manulife? When was your last marketing?

   Answer 5:

   Over 20 years with Manulife. The plan was last marketed in April of 2020.

2. **Renewal Report**
   The incumbent consultant has concerns with the County releasing the renewal report. After review, this document will not be released.
   A plan design summary for each participant by employee division and the total annual premiums for each member Municipality will be available early next week in place of the renewal report. Please email mhoogstra@elgin.ca for this document.

3. **DIN Report**
   After further review, a DIN report is available and will be provided to all Proponents that request the document. Please email mhoogstra@elgin.ca for this document.

End of Addendum No. 2

Addendum Issued: May 2, 2025

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk
P: 519-631-1460, extension 129 | E: mhoogstra@elgin.ca

Addendum No. 3

Request for Proposal No. 2025-P19
Group Benefits Consultant

This addendum forms part of the RFP documents and is to be read, interpreted and coordinated with all other parts of the Request for Proposal.

The following questions have been received by the County; the County's response follows each question.

Question 1:

In the pricing schedule it indicates the primary service consulting fees for each year must be inclusive of the fees for the services described in the RFP Terms of Reference, specifically section 2.6 (Scope of Work / Services). In reviewing the secondary services, the only items that are not articulated under section 2.6 and therefore would require separate secondary pricing are Item # 2 Conduct Employee Surveys and Item #6 EFAP renewal & program support. Please confirm secondary pricing would only apply to these two items.

Answer 1:

Yes

Question 2:

On page 20 it states under Section D item i. "provide a detailed timetable or Gantt chart outlining your work plan to address the specific deliverables and requirements identified in Terms of Reference - (2.6 Scope of Work/Services). A significant number of items outlined in 2.6 Scope of work / services reflect deliverables that would not require a work plan but would be handled on a as required basis. For example, carrier conversion, conducting employee / employer presentations, resolution of complex claim issues, expertise and attendance at grievances and/or arbitrations.

Given the plan was last marketed in April of 2020, would a Gantt chart for a Comprehensive Marketing of Group Benefits Program be sufficient?

Answer 2:

Yes

Question 3:

Under 2.10 Pricing / Guarantee it states “Provide pricing on the basis that the fees will be paid to the Group Benefits Consultant through the insurance companies annually.” Consulting fees paid by insurance companies are paid based on a percentage of total annual premium. Given this RFPs typically request costs to be provided as a percentage of annual premiums. Can the fee under schedule of prices for years 1 -5 be shown as a percentage of premium with an estimated annual dollar amount based on the estimated annual premiums?

Answer 3:

Proponents to provide the pricing fees how you see best fit.

Question 4:

Given that section 2.10 Pricing / Guarantee indicates that the consultant fees will be paid directly by the insurance company, and further that hourly rates of principals and staff will not be used for administration of the contract or for evaluation purposes, is it necessary to provide hourly rates?

Answer 4:

Yes

Question 5:

Pricing: Given compensation is requested as commission paid through the insurer(s) - Should year 1 comp be equal to years 2 through 5?

Answer 5:

Proponents to provide the pricing fees how you see best fit.

Question 6:

What is the anticipated timing of the market study; year 1 or 2?

Answer 6:

Year 1

Question 7:

What is the anticipated timing of plan design review – also in year 1 or would the market study follow the design review?

Answer 7:

Correct, the plan design review would follow the market study.

Question 8:

The county plan was last marketed in April of 2020, will the consortium require the plan to be marketed prior to the next scheduled renewal of April 2026?

Answer 8:

Yes that would be something we would want.

Question 9:

Does the consortium require the consulting firm to provide each municipality with individualized renewal reports inclusive of claims analysis of their individual claims experience results and of year over year claims etc.?

Answer 9:

Yes, there would be individual reviews showing individual results and consortium data included.

Question 10:

Under Scope of Work, Primary Services, most of the services / deliverables are on an as required basis. Typically, Gantt charts are used for specific large projects such as a comprehensive marketing. Do you have specific projects that we should address with a timetable or Gantt chart?

Answer 10:

No specific projects. Perhaps marketing reviewing could be used.

Question 11:

The Technical Proposal Section C i 1. Reads:
• Include a sample Group Benefit Plan Design Summary report, assuming that the client has over five (5) different employee groups.

Can you please clarify exactly what you are looking for as a response to this question? Is the consultant to simply provide a sample of plan design summary reports by employee division for an employer with five or more classes? (e.g. ONA, CUPE, Non Union, Mgt. etc.).

Answer 11:

Yes

End of Addendum No. 3

Addendum Issued: May 8, 2025

Regards,

Mike Hoogstra, CPPB | Manager of Procurement & Risk
P: 519-631-1460, extension 129 | E: mhoogstra@elgin.ca

ElginCounty

bids&tenders

View Details

Bid Details

Bid Classification:	Services
Bid Type:	Request For Proposal
Bid Number:	2025-P19
Bid Name:	Group Benefits Consultant
Bid Status:	**Closed**
Published Date:	Thu Apr 17, 2025 1:45:59 PM (EDT)
Bid Closing Date:	Tue May 13, 2025 3:00:59 PM (EDT)
Question Deadline:	Tue May 6, 2025 4:00:00 PM (EDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No
Description:	The County of Elgin along with seven (7) local Municipalities (forming a Consortium from a benefit plan perspective) are inviting proposals to retain the services of a qualified firm who can provide all Agencies with a fully qualified Group Benefits Consultant. The Consultant is required to provide proactive and innovative benefits consulting services and expertise on an ongoing basis in all aspects of benefits design and implementation, management and administration.
Bid Document Access:	Bid document preview, bid opportunity, and award notices are available on the site free of charge. Suppliers are not required to register for a bid opportunity prior to previewing unsecured bid documents. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. To obtain an unsecured version of the bid document and/or to participate in this opportunity, an annual or a per bid fee must be paid (annual fee - $461.90, per bid fee - $138.64).
Categories:	Show Categories [+]

Register for this Bid Download Bid Documents

Documents

File Name	Pages
RFP Document - Group Benefits Consultant Thursday April 17, 2025 01:37 PM	39
Financial Proposal Submission Forms (Part 2) Viewing Copy Thursday April 17, 2025 11:19 AM	4

Addenda

File Name	Pages
Addendum No. 1 Friday May 2, 2025 10:57 AM	3
Addendum No. 2 Friday May 2, 2025 03:32 PM	1
Addendum No. 3 Thursday May 8, 2025 08:33 AM	4

Purchasing Representatives

Employee	Email
Hoogstra, Mike	mhoogstra@elgin.ca

Bids Submitted

The following are the unofficial bid results

Company	Contact	Results
Cowan Insurance Group Ltd.	Page, Tracy 1420 Blair Place, Suite 700, Ottawa Ontario, Canada K1J 9L8	--
HUB Benefits Consulting – National Accounts	Claude, Melanie 7071 Bayers Road, Halifax Nova Scotia, Canada B3L2C2	--
Mosey & Mosey Insurance Agency Limited	LeBlanc, Debbie 100 Milverton Drive, Suite 604, Mississauga Ontario, Canada L5R 4H1	--
People Corporation	Morales, Steve 1403 Kenaston Boulevard, Winnipeg Manitoba, Canada R3P 2T5	--

Plan Takers

The following are the plan takers for the bid:

Company	Contact
Cowan Insurance Group Ltd.	Page, Tracy 1420 Blair Place, Suite 700, Ottawa Ontario, Canada K1J 9L8
HUB Benefits Consulting – National Accounts	Claude, Melanie 7071 Bayers Road, Halifax Nova Scotia, Canada B3L2C2
Leslie Consulting Group	Bedard, Matthieu 40 Wynford Drive, Toronto ON, Canada M3C 1J5
Mercer (Canada) Limited	Almashev, Emir 800 - 120 Bremner Boulevards, Toronto Ontario, Canada M5J 0A1
Mosey & Mosey Insurance Agency Limited	LeBlanc, Debbie 100 Milverton Drive, Suite 604, Mississauga Ontario, Canada L5R 4H1
People Corporation	Morales, Steve 1403 Kenaston Boulevard, Winnipeg Manitoba, Canada R3P 2T5

Group Benefits Consultant
Evaluation Committee **RFP No. 2025-P19**

Evaluation Team Member	Position	Conflict of Interest
Holly Hurley	Director, People & Culture	No
Heather Rosevear	Manager of Human Resources	No
Emily Waldick	Manager of Human Resources	No
Mike Hoogstra	Manager of Procurement & Risk	No

MUNICIPALITY OF
West Elgin

Staff Report

Report To:	**Council Meeting**
From:	**Robin Greenall, Chief Administrative Officer**
Date:	2025-11-27
Subject:	**Resolution to stop up, close and sell/ transfer part of O'Malley Road**

Recommendation:

That West Elgin Council hereby receives the report regarding the Resolution to Stop up, Close and Sell/Transfer the unopened portion of O'Malley Road from Robin Greenall, CAO, and

That Council hereby stop up and permanently close and sell the O'Malley Road allowance from Gibb Line east to the easterly limit of property at 23855 Gibb Line, legally described at R.D.A.L BTN LT 16 AND 17 CON 2 ALDBOROUGH, PIN 351080202 to the owner of property for roll number 3434-000-01104400000; and

That Council approves by-law 2025-63 as present at the November 27, 2025, meeting.

Purpose:

The purpose of this report is to provide Council with a summary of meetings and direction provided to staff to support the proposed recommendation.

Background:

At its January 12, 2023, meeting Council directed Administration to begin the formal road closure process for the unopened portion of O'Malley Road.

As per the Municipal By-Law No. 2019-14, the By-law to adopt and maintain a Policy with respect to the Sale and other Disposition of Land owned by the Municipality of West Elgin, staff proceeded to:

- give notice by posting the land for sale, as completed in February / March 2023
- give notice of a public meeting regarding the sale of the land – Feb/ March 2023
- obtain an appraisal of the land, as presented to Council at its closed session meeting of March 9, 2023
- hold a Public Meeting of sale of property - March,9 2023
- proceed with direct negotiations with the abutting landowner.

The negotiation process halted in 2023, without the resolution to stop up and close and sell the land proceeding to Council for a final approval.

Discussions resumed in 2025; Council at the May 22nd, 2025, closed session meeting agreed to the terms of the sale. Before the sale can proceed, the approval of By-Law 2025 -63, Being a By-law to Stop Up, Close and Sell/Transfer part of a Road Allowance for O'Malley Road Between

Gibb Line to the Easternly Limit of 23855 Gibb Line, is required for direction to the Deputy Mayor and staff to proceed with the final execution of necessary documentation.

Financial Implications:

All associated costs incurred or required to dispose of the property including, legal, survey, appraisal, encumbrances, advertising, improvements, administrative fees, and any other fee deemed appropriate, shall be the responsibility of the purchaser.

Policies/Legislation:

Municipal By-Law No. 2019-14

Alignment with Strategic Priorities:

Infrastructure Improvement	Recreation	Economic Development	Community Engagement
☐ To improve West Elgin's infrastructure to support long-term growth.	☐ To provide recreation and leisure activities to attract and retain residents.	☐ To ensure a strong economy that supports growth and maintains a lower cost of living.	☒ To enhance communication with residents.

Respectfully submitted by,

Robin Greenall, Chief Administrative Officer.

NOTE: PLEASE REMOVE IDENTIFICATION SIGNS FROM THE SUBJECT LANDS

November 12, 2025

Louis Arvai
22295 Hoskins Line
Rodney, ON
N0L 2C0

Dear Louis Arvai

RE: Severance Application E 52-25
Part Lot 6, Concession Gore
12897 Furnival Road

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 **October 22, 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: Robin Greenall, rgreenall@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

From: Experience Ontario
To: Terri Towstiuc
Subject: Experience Ontario 2026: Application Intake Now Open - Expérience Ontario 2026 - Période des demandes maintenant ouverte
Date: Tuesday, November 18, 2025 9:06:27 AM

96

We are pleased to announce the launch of the Experience Ontario 2026 program to support eligible in-person festivals and events taking place between April 1, 2026, and March 31, 2027.

Festival and event organizers continue to develop and deliver exciting programming in communities across the province. Your many efforts attract visitors to explore all that Ontario has to offer, boosting local and regional economies while celebrating the diverse identities and cultures that make our province a special place to live, work and play.

Experience Ontario will use the online application portal in Transfer Payment Ontario for an improved user experience and submission process.

For information on the program, please see the Experience Ontario Application Guide.

Information about how to apply is available at Ontario.ca.

Experience Ontario will be hosting information webinars for applicants who are interested in getting more information on the program guideline, best practices and tips and tricks.
Please register for one of the following dates:

- Wednesday November 19, 2025 10:00am to 11:00am (English)
- Thursday November 20, 2025, 6:00pm to 7:00pm (English)
- Tuesday November 25, 2025, 2:00pm to 3:00pm (French)

Regional Development Advisors are available to assist with questions about the application process.

The application period is now open – applications will be accepted until December 16, 2025, at 4 p.m. (EST).

Please note: Experience Ontario is a highly competitive program. Applications will be measured against program criteria and there is no

guarantee of funding.

To be removed from this distribution list, please email ExperienceOntario@ontario.ca.

Experience Ontario
Investment and Development Office
Tourism and Culture Division, Ministry of Tourism, Culture and Gaming
5th Flr, 400 University Ave
Toronto, ON, M7A 2R9

Nous sommes heureux d'annoncer le lancement du programme Expérience Ontario 2026 pour offrir un financement aux festivals et événements en personne admissibles qui se dérouleront entre le 1er avril 2026 et le 31 mars 2027.

Les organisateurs de festivals et d'événements continuent de mettre sur pied et d'offrir des programmes passionnants dans des collectivités de l'ensemble de la province. Les nombreux efforts que vous déployez encouragent les visiteurs à explorer tout ce que l'Ontario a à offrir, ce qui stimule les économies locales et régionales tout en célébrant les diverses identités et cultures qui font de notre province un endroit privilégié où vivre, travailler et se divertir. Expérience Ontario utilisera le portail de demande en ligne dans Paiements de transfert Ontario. Cette conception permettra d'améliorer et de simplifier le processus de soumission, ce qui améliorera l'expérience utilisateur.

Pour obtenir des renseignements sur le programme, veuillez consulter le guide de présentation d'une demande à Expérience Ontario.

Information pour enregistré est disponible à Ontario.ca

Expérience Ontario organisera d'information webinaires a l'intention des candidats souhaitent en savoir plus sur les lignes directrices dur programme, aussi donnerait des conseils et astuces.
S'il vous plait, enregistrez pour un webinaire suivant:

- Mercredi, le 19 novembre 2025 10h00 à 11h00 (Anglais)
- Jeudi, le 20 novembre 2025, 18h00 à 19h00 (Anglais)
- Mardi, le 25 novembre 2025 14h00 à 15h00 (Français)

Les conseillers en développement régional sont à votre disposition pour

répondre à vos questions sur le processus de demande.

La période de présentation des demandes a commencé – les demandes seront acceptées jusqu'au 16 décembre 2025, à 16 h (HNE).

Remarque: Expérience Ontario est un programme hautement concurrentiel. Les demandes seront évaluées en fonction des critères du programme, et le financement n'est pas garanti.

Pour quitter cette liste de distribution, veuillez envoyer un courriel à l'adresse ExperienceOntario@ontario.ca.

Expérience Ontario
Bureau de l'investissement et du développement
Division du tourisme et de la culture, Ministère du Tourisme, de la Culture et des Jeux
5e étage, 400, av. University
Toronto, ON, M7A 2R9

Ministry of Emergency Preparedness and Response

Office of the Minister

438 University Ave., 14th Floor
Toronto ON M5G 2K8

Ministère de la Protection civile et de l'Intervention en cas d'urgence

Bureau de la ministre

438, av. University, 14e étage
Toronto ON M5G 2K8

Ontario

DATE: November 18, 2025

MEMORANDUM TO: Ontario Corps Partners and Community Emergency Management Coordinators

SUBJECT: FPT Meeting on Emergency Management

Dear partners,

Last week I had the honour of co-chairing the Federal-Provincial-Territorial ministers meeting responsible for emergency management in Toronto. I am writing to highlight the collaborative efforts underway among leaders across Canada to protect Ontario and all of Canada. The meeting served as a platform to advance coordinated approaches to emergency management, engaging government and Indigenous leadership in meaningful dialogue and shared action.

Throughout our discussions, we addressed challenging topics with purpose – lessons learned from this summer's significant wildland fire season, civilian response capabilities, communications infrastructure and our approach to the renewal of our national emergency management strategy. Many of us also highlighted our own volunteer-based initiatives, such as Ontario Corps, to build opportunities for a pan-Canadian approach to civilian involvement through work with volunteers and partner organizations.

We also launched the call for nominations for the Emergency Management Exemplary Service Award, which will run until April 30, 2026. This prestigious award recognizes individuals and groups for their work to prevent, prepare for, respond to and recover from emergencies. If you have someone in Ontario that you would like to nominate, visit Ontario.ca/EMESA.

These discussions reinforced that emergency management is a national priority, reflecting a shared commitment among all partners to protect communities and strengthen resilience across Canada.

As this work progresses, we remain committed to keeping all partners informed and engaged, ensuring transparency and continued collaboration across all levels of government and Indigenous leadership. I look forward to continuing this important work together in the months ahead.

Sincerely,

The Honourable Jill Dunlop
Minister of Emergency Preparedness and Response

November 19, 2025

To our Municipal Clients:

Re: *Water and Wastewater Public Corporations Act, 2025*

In our continued efforts to keep our clients up to date on legislative changes that may impact them, we are writing to inform you that the provincial government has introduced the *Water and Wastewater Public Corporations Act, 2025* (W.W.P.C.A.), as presented in Schedule 16 of Bill 60, *Fighting Delays, Building Faster Act, 2025*.

This letter provides a summary and preliminary analysis of the proposed W.W.P.C.A.

1. Background

The W.W.P.C.A. allows the Minister of Municipal Affairs and Housing to designate a corporation as a water and wastewater public corporation (W.W.P.C.) to provide water and sewage services on behalf of the lower-tier municipalities prescribed by the regulations.

These W.W.P.C.s will own and operate the municipal water and sewage systems, with their own governance structure and rate-setting capabilities.

On October 28, 2025, the Province held a technical briefing for Bill 60 to present the Bill's contents and answer attendees' questions. As part of this briefing, the Province outlined their proposed amendments to the *Municipal Act, 2001* under Bill 60 (Schedule 7), which will transfer jurisdiction of the water and sewage public utilities from the Regional Municipality of Peel to the City of Mississauga, the City of Brampton, and the Town of Caledon. Subsequent to this transfer, it was noted that the Minister intends to designate a W.W.P.C. on behalf of the three aforementioned municipalities.

1.1 Proposed Legislation

The following provides a summary of the proposed legislation and commentary from the Province's recent Bill 60 technical briefing held on October 28, 2025:

1.1.1 Overview

The Minister may, by regulation, designate a corporation as a water and wastewater public corporation to provide water and sewage services on behalf of the lower-tier municipalities prescribed in the regulations. The W.W.P.C.A. describes the ability of

public corporations to provide sewage services. Under the *Municipal Act, 2001*, the definition of "sewage" includes the following:

- storm water and other drainage from land; and
- commercial wastes and industrial wastes that are disposed of in a sewage system.

Unless the regulations limit the public corporations' service delivery to water and wastewater, storm water may be included as part of their scope.

Once a W.W.P.C. has been designated for a particular lower-tier municipality, the municipality shall provide water and sewage services only through that water and wastewater public corporation as of the date prescribed by the regulations.

Potential Impacts

This legislative proposal empowers the Minister to require municipalities to establish a public corporation for water and sewage services without a prior local consultation process. This differs from the process for creating a Municipal Service Corporation (M.S.C.) under the *Municipal Act, 2001*, which requires several steps prior to establishing an M.S.C. (i.e., creating a business case, consulting with the community, etc.).

It is noted that the W.W.P.C.A. appears to be directed at lower-tier municipalities only, with the City of Mississauga, the City of Brampton, and the Town of Caledon being the first to be affected (pending the transfer of water and wastewater jurisdiction from Peel Region). The Province, however, does have the authority to amend the *Municipal Act* to revise jurisdictional responsibility, as well as designate W.W.P.C.s for any other municipality in the future.

1.1.2 Governance and Ownership

A W.W.P.C. is proposed to have the following governance and ownership framework:

- The W.W.P.C.s will not act as agents of the Crown, local boards, or similar entities.
- In accordance with regulations, the W.W.P.C.s can issue shares and dividends.
- Municipal councils will be required to transfer assets and other prescribed items to the W.W.P.C.
- The W.W.P.C. will be governed by a board of directors, with rules for its creation and operation set out in the regulations.
- Roles and responsibilities of directors, officers, and shareholders will be governed by regulation and associated agreements.
- Municipalities may provide assistance to a W.W.P.C. without violating the bonusing provisions under section 106 of the *Municipal Act, 2001.*

- The Crown, its representatives, or representatives of the designated municipalities will be immune from liability.

Potential Impacts

At the outset, the governance and ownership structure of the W.W.P.C., including the transfer of assets and assistance from municipalities, appears to be similar to M.S.C.s under the *Municipal Act, 2001*. Both types of corporations can be governed by a board of directors or trustees appointed by the municipal government or elected by shareholders.

An M.S.C. that provides water or wastewater services, however, cannot be owned (wholly or partially) by a private person.[1] This restriction on ownership does not appear to be contained within the draft W.W.P.C.A., and it is unclear whether this will be addressed in the regulations. Under the *Safe Drinking Water Act, 2002*, the owner and operating authority are responsible for the standard of care of the municipal drinking water system. If the regulations allow for ownership by a private person, then that responsibility may fall on the officers and directors of the W.W.P.C.

Subject to legal review, the W.W.P.C.A. appears to remove liability from the Crown, its representatives, or representatives of the designated municipalities. This immunity does not appear to be consistent with the *Safe Drinking Water Act, 2002.*

Additionally, the W.W.P.C. is not considered a local board, except as prescribed by the regulations. If the W.W.P.C.'s status is not considered a local board for the purposes of the *Development Charges Act, 1997* (D.C.A.), then it will be unable to utilize development charges for its growth-related infrastructure. In contrast, an M.S.C. is considered a local board if it is wholly owned by the municipality (section 21 (3) of O. Reg. 599/06). While it is unclear whether a lower-tier municipality can continue to collect development charges on behalf of the W.W.P.C., the proposed legislation does allow for the W.W.P.C. to impose charges and, at present, there appear to be no restrictions on the imposition of a capital charge on new developments beyond the rules of the D.C.A.

Furthermore, a municipality's debt capacity and annual repayment limit are based on a calculation of 25% of its own-source revenues, which include property taxes, grants, water, wastewater, and other user fees. If, however, the water and wastewater services are transferred from the lower-tier municipalities to a W.W.P.C., then this will effectively reduce the overall revenues for municipalities, resulting in lower debt capacity and annual repayment limits. For municipalities that rely on their water and wastewater revenues to allow for a higher proportion of their debt to be related to other municipal

[1] Subsection 18 (5) of Ontario Regulation 599/06.

services, this may result in those municipalities exceeding the 25% annual repayment limit.

1.1.3 Fees and Charges

W.W.P.C.s will have the authority to impose and collect fees or charges and other powers prescribed by regulation. They may be required to submit rate plans and other plans to the Minister, as prescribed. The Minister may approve, refuse, or require amendments to those plans. If the Minister does not undertake one of the aforementioned three steps within the prescribed time period, the rate plan is deemed to be approved.

Uncollected fees and charges are considered debts, and unpaid amounts may be added to the municipal tax roll and collected in the same manner as taxes. Regulations may establish procedures and priority lien status.

Potential Impacts

The ability for a W.W.P.C. to prepare a rate plan and impose fees and charges is similar to the current practice for municipal water and wastewater systems.

The current rate-setting process typically involves a rate study that requires Council approval and adoption of the water and wastewater rates. The proposed process under the W.W.P.C.A. allows a W.W.P.C. to set fees and charges, but the Minister can require submission of the rate plans for approval or refusal via regulations. It is unclear whether the rate-setting process will be transparent to the general public and whether profit margins are factored into the imposed rates.

Regarding the uncollected fees and charges, which are considered debt and added to the municipal tax roll, this may result in additional administrative time and costs for affected municipalities. Municipalities may also require legal advice for imposing taxes to recover for a service they no longer provide or own.

We would note that subsection 7 (1) of the W.W.P.C.A. appears to have an error where it states “waste” rather than “water”:

> 7 (1) “If the regulations so provide, a **waste** and wastewater public corporation shall submit to the Minister a rate plan for fees or charges specified in the regulations and any other plans prescribed by the regulations.” (emphasis added)

1.1.4 Reporting

A W.W.P.C. shall submit to the Minister an annual report, including audited financial statements and such other reports and information as may be prescribed by the

regulations. A W.W.P.C. may be required by the Minister to examine, report, and advise on any question respecting water and sewage services.

Potential Impacts

The reporting requirements appear to be similar to current practices undertaken by municipalities. It also appears that the municipal drinking water licence applications (i.e., drinking water works permit, operational plan, accreditation, financial plan, and permit to take water) may be the responsibility of the W.W.P.C.

2. Concluding Remarks

The proposed W.W.P.C.A. appears to be similar to an M.S.C. in its intent to assist municipalities with the operations and administration of municipal services. There are key distinctions, however, between the proposed W.W.P.C. and a water and wastewater M.S.C., including:

- Shares and voting rights for an M.S.C. shall not be given to a private person, whereas a W.W.P.C. opens the possibility for private ownership.
- An M.S.C. can be considered a local board for development charge purposes, whereas a W.W.P.C. appears not to be considered a local board (subject to regulations).
- The creation of an M.S.C. requires a public consultation, whereas a W.W.P.C. only requires a Minister's designation.

Watson has concerns about a public utility, such as water and wastewater, being privately owned. This could potentially introduce profit-seeking behaviour and result in increased costs for customers.

While the status of a W.W.P.C. not being considered a local board for the purposes of development charges may impact the ability to impose a development charge to fund growth-related infrastructure (for both future and existing commitments), the W.W.P.C. may have the ability to impose capital charges to recover the cost of growth-related works. In the event that a separate capital charge is not imposed for new customers, this may likely lead to increases in water and wastewater rates. Furthermore, it is unclear how the proposed growth-related water and wastewater capital works currently identified in the Region of Peel's development charges study will be transitioned within the W.W.P.C. framework.

Another concern with the W.W.P.C. is the removal of water and wastewater revenues from a municipality's debt capacity calculations. If water and wastewater services are transferred from lower-tier municipalities to a W.W.P.C., this will effectively reduce the overall revenues for municipalities, resulting in lower debt capacity and annual repayment limits. For municipalities that rely on their water and wastewater revenues to

allow for a higher proportion of their debt to be related to other municipal services, this may result in those municipalities exceeding the 25% annual repayment limit.

Additionally, the ability of the Minister to designate a W.W.P.C. for any lower-tier municipality beyond Peel Region, without public consultation, removes the municipal council's authority over a service that falls within their sphere of jurisdiction. Furthermore, the Province can, at any time, amend the *Municipal Act* to change the sphere of jurisdiction from existing upper-tier municipalities to their lower-tier municipalities.

We will continue to monitor any changes and inform you of the potential impacts on municipalities.

Should you have any questions, please contact any of the undersigned or send an email to info@watsonecon.ca.

Yours very truly,

WATSON & ASSOCIATES ECONOMISTS LTD.

Andrew Grunda, MBA, CPA, CMA, CEO
Peter Simcisko, BA (Hons), MBE, Managing Partner
Sean-Michael Stephen, MBA, Managing Partner
Daryl Abbs, BA (Hons), MBE, PLE, Managing Partner
Jamie Cook, MCIP, RPP, PLE, Managing Partner
Jack Ammendolia, BES, PLE, Managing Partner

2021 Division Road North
Kingsville, Ontario N9Y 2Y9
Phone: (519) 733-2305
www.kingsville.ca

November 19, 2025

Honourable Doug Ford, Premier of Ontario
Via Email: premier@ontario.ca

Public Input Coordinator
Via Email: ca.office@ontario.ca

Dear Premier Ford,

Re: Opposition to Proposed Consolidation of Conservation Authorities

Please be advised that at its Regular Meeting held Monday, November 17, 2025, the Council of the Corporation of the Town of Kingsville passed the following resolution respecting the matter referenced in the above subject line:

195-11172025
Moved By: Councillor Neufeld
Seconded By: Councillor Patterson

Whereas the Conservation Authorities Act, 1990 (the "Act"), originally enacted in 1946, was established to allow municipalities to form conservation authorities that are equipped to develop and deliver local, watershed-based conservation, restoration and natural resource management programs on behalf of the province and municipalities;

And whereas there are thirty-six (36) conservation authorities in Ontario, each of which is distinct and reflects the unique environmental, geographic and community needs of its watershed;

And whereas on October 31, 2025, the Minister of the Environment, Conservation and Parks announced the Government's intention to introduce legislation which would amend the Act to create the Ontario Provincial Conservation Agency and consolidate Ontario's 36 conservation authorities into seven (7) regional conservation authorities.

Now therefore be it resolved that the Council of the Corporation of the Town of Kingsville:

- Wishes to formally state that it opposes the consolidation of Ontario's conservation authorities without knowing the full financial and operational impact to municipalities and the conservation authorities; and,

- Directs the Acting Clerk to forward a copy of this resolution to the Honourable Doug Ford, Premier of Ontario, the Honourable Minister of the Environment, Conservation and Parks, Todd McCarthy, the Honourable Rob Flack, Ministry of Municipal Affairs and Housing, Anthony Leardi, MPP, Essex, Lisa Gretzky, MPP Windsor West, Andrew Dowie, MPP Windsor-Tecumseh, Trevor Jones, MPP Chatham-Kent-Leamington, AMCTO, AMO and all Ontario Municipalities.

Carried.

Please accept this correspondence as an official confirmation of Council's decision with respect to the same. Any questions may be directed to the undersigned.

Sincerely,

Angela Toole
Acting Manager of Municipal Governance/Clerk
519-733-2305 ext. 223
atoole@kingsville.ca

cc. Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks
Honourable Rob Flack, Minister of Municipal Affairs and Housing
Anthony Leardi, MPP, Essex
Lisa Gretzky, MPP, Windsor West
Andrew Dowie, MPP, Windsor-Tecumseh
Trevor Jones, MPP, Chatham-Kent-Leamington
Essex Region Conservation Authority
Conservation Ontario
AMCTO
AMO
All Ontario Municipalities

The Corporation of the Municipality of West Elgin

By-Law No. 2025-54

Being a By-Law to provide for drainage works on the Fleuren Drain Extension 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 Fleuren Drain Extension; and

Whereas the report dated September 3, 2025, 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 $59,000.00; 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 September 3, 2025 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 $59,000.00, 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 25th day of September, 2025

Provisionally adopted this 25th day of September, 2025.

_____ _____
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. 2025-55

Being a By-Law to provide for drainage works on the Mills 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 Mills Drain; and

Whereas the report dated September 3, 2025, 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 $70,000.00; 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 September 3, 2025 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 $70,000.00, 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 25th day of September, 2025

Provisionally adopted this 25th day of September, 2025.

_____ _____
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. 2025-63

Being a By-law to Stop Up, Close and Sell/Transfer part of a Road Allowance for O'Malley Road Between Gibb Line to the Easternly Limit of 23855 Gibb Line

Whereas pursuant to the provisions of Section 34 of the *Municipal Act, R.S.O. 2001,* c.25 as amended, the Council of every municipality may pass by-laws for stopping up any highway or part thereof and selling the same; and

Whereas Council of the Corporation of the Municipality of West Elgin has deemed it expedient to stop up, close and sell part of the road allowance knows as O'Malley Road between Gibb Line and to the Easternly Limit of 23855 Gibb Line, more particularly described as R.D.A.L BTN Lt 16 & 17, Con 2 in Aldborough Township, PIN 351080202; and

Whereas notice of a proposed by-law was published in the West Elgin Chronicle newspaper on February 22 and March 1, 2023; and

Whereas Council has received no claims from any person that their land will prejudicially be affected by the by-law.

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

1. The portion of the road allowance between Gibb Line and to the Easternly Limit of 23855 Gibb Line, more particularly described as R.D.A.L BTN Lt 16 & 17, Con 2 in Aldborough Township, PIN 351080202, is hereby stopped up, closed and shall be sold to the owner of property for roll number 3434-000-011044000000;

2. The Deputy-Mayor and the Clerk are authorized and directed to execute all necessary documents in the name of the Municipality and to affix the seal thereto.

3. This by-law comes into force and effect on the day of registration.

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

_____ _____

Taraesa Tellier
Deputy-Mayor

Terri Towstiuc
Clerk

MUNICIPALITY OF
West Elgin

The Corporation of The Municipality of West Elgin

By-Law No. 2025-64

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on November 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 November 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 27th day of November 2025.

_____ _____

Richard Leatham, Mayor Terri Towstiuc, Clerk