



Municipality of West Elgin

Agenda

Council Meeting

Date: March 12, 2026, 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: <https://us02web.zoom.us/j/86520272288?pwd=745FfrVagoRbLZIW8XurVjp0xHQio9.1>
Pages

1. Call to Order

2. Adoption of Agenda

Recommendation:

That West Elgin Council hereby adopts the Regular Council Agenda for March 12, 2026 as presented.

3. Disclosure of Pecuniary Interest and General Nature Thereof

4. Adoption of Minutes

5

Recommendation:

That West Elgin Council hereby adopt the Minutes of February 26, 2026 as presented.

5. Business Arising from Minutes

6. Staff Reports

6.1 Infrastructure & Development

6.1.1 West Lorne Library Interior Renovations

20

Recommendation:

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

That the West Elgin Council accept the tender submitted by Accuratus Design & Build Inc. in the amount of \$199,500.00 plus applicable taxes for the West Lorne Public Library Interior Renovations; and

That the West Elgin Council accept the tender extra by Accuratus Design & Build Inc. in the amount of \$73,500 plus applicable taxes for the Council Chamber separate pricing; and

That Council authorizes the Mayor and Clerk to execute all necessary agreements and contract documents related to the project.

6.2 Fire

6.2.1 Pre-Budget Approval Request, 2026 SCBA

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Recommendation:

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

That West Elgin Council provide pre-budget approval for the 2026 project identified within this report, being two SCBA Paks a four cylinders.

7. Council Inquires/Announcements

Council opportunity for informal inquiries and/or announcements.

8. Correspondence

Recommendation:

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

8.1 County of Elgin Minutes, Committee of the Whole, February 10, 2026

42

8.2 County of Elgin, Council Highlights, February 24, 2026

45

8.3 County of Elgin, Notice of Deferral, E 17-26

47

9. Items Requiring Council Consideration

9.1 Councillor Sousa, Winter Sidewalk Maintenance

Recommendation:

Whereas, West Elgin Council received a Winter Maintenance report on February 12, 2026, for information purposes; And

Whereas Policy RE 2.1, being a policy to regulate Level of Services for Sidewalk Plowing and Salting has not been reviewed since December 2010; Now

West Elgin Council hereby request staff to review the existing Snow Removal Sidewalk Bylaw and update it to reflect current standards; And

That staff be requested to revise existing bylaw(s) establishing clear regulations requiring the clearing of sidewalks in front of residential properties.

10. Upcoming Meeting Schedule

- March 17, 7:00pm, Tri-County Water Board
- March 26, 4:00pm, Regular Council Meeting
- April 8, 9:00am, Arena Board
- April 9, 4:00pm, Committee of the Whole
- April 15, 7:00pm, Recreation Meeting
- April 23, 4:00pm, Regular Council Meeting

11. By-Laws

11.1 By-law 2026-13, Housing Enabling Water Systems Fund (MOI) - Transfer Payment Agreement

48

Recommendation:

That By-law 2026-13, being a By-law to Authorize the Execution of an Agreement between His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure, and The Corporation of the Municipality of West Elgin for the Provision and Use of Housing-Enabling Water Systems Fund, be read a first, second, third and final time.

11.2 By-law 2026-14, Interim Tax Levy 91

Recommendation:

That By-law 2026-14, Being a By-Law to Provide for an Interim Tax Levy for 2026, be read a first, second, third and final time.

12. Confirming By-Law 93

Recommendation:

That By-law 2026-15 being a By-law to confirm the proceeding of the Regular Meeting of Council held on March 12, 2026, be read a first, second and third and final time.

13. Adjournment

Recommendation:

That the Council of the Municipality of West Elgin hereby adjourn at _____ to meet again at 4:00pm, on Thursday, March 26, 2026 or at the call of the Chair.



Municipality of West Elgin

Minutes

Council Meeting

February 26, 2026, 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: Jeff McArthur, Fire Chief
Robert Brown, Planner
Terri Towstiuc, Manager of Community Services/Clerk
Robin Greenall, Chief Administrative Officer
Dave Charron, Manager of Infrastructure & Development
Evan McKinstry, Junior Planner, County of Elgin

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

1. Call to Order

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

2. Adoption of Agenda

Resolution No. 2025- 19

Moved: Councillor Statham

Seconded: Councillor Sousa

That West Elgin Council hereby adopts the Regular Council Agenda for February 26, 2026, as presented.

Carried

3. Disclosure of Pecuniary Interest and General Nature Thereof

No disclosures

4. Public Meeting

Resolution No. 2025- 20

Moved: Councillor Sousa

Seconded: Councillor Statham

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

Carried

4.1 Zoning Amendment D14 11-2025

4.1.1 Planners Report

Resolution No. 2025- 21

Moved: Councillor Denning

Seconded: Councillor Statham

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 11-2025 – Recommendation Report (Planning Report 2026-04).

That West Elgin Council approve the rezoning of 23104 Johnston Line from General Agricultural (A1) to Agricultural (A2) and Rural Residential (RR), in accordance with the attached draft by-law; and

That West Elgin Council consider an amendment to the Zoning By-law, presented in the by-law portion of the February 26, 2026, Council Agenda.

Carried

4.1.2 Landowner or Public Comment

None.

4.1.3 Council Comment

Councillor Denning asked Robert Brown, Planner, if the irregular lot size could cause potential boundary issues for future owners. Mr.

Brown indicated in his career, he has seen many irregular lots without issue.

4.2 Zoning Amendment D14 1-2026

4.2.1 Planners Report

Resolution No. 2025- 22

Moved: Councillor Statham

Seconded: Councillor Sousa

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 1-2026 – Recommendation Report (Planning Report 2026-06).

That West Elgin Council approve the rezoning of 283 Ridout St. from Residential Third Density (R3) Zone to Residential First Density (R1) Zone, in accordance with the attached draft by-law; and

That West Elgin Council consider an amendment to the Zoning By-law, presented in the by-law portion of the February 26, 2026 Council Agenda.

Carried

4.2.2 Landowner or Public Comment

None.

4.2.3 Council Comment

None.

4.3 Zoning Amendment D14 2-2026

4.3.1 Planners Report

Resolution No. 2025- 23

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 2-2026 – Recommendation Report (Planning Report 2026-05).

That West Elgin Council approve the rezoning of 22165 Talbot Line from General Agricultural (A1) to Agricultural (A2) and Rural Residential (RR), in accordance with the attached draft by-law; and

That West Elgin Council consider an amendment to the Zoning By-law, presented in the by-law portion of the February 26, 2026 Council Agenda.

Carried

4.3.2 Landowner or Public Comment

Mr. Brown indicated he received a late response from the conservation authority, bringing attention to the proximity of the drain, as information only.

4.3.3 Council Comment

None.

4.4 Zoning Amendment D14 3-2026

4.4.1 Planners Report

Resolution No. 2025- 24

Moved: Councillor Sousa

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from Robert Brown, Planner regarding Zoning By-law Amendment Application D-14 3-2026 – Recommendation Report (Planning Report 2026-07).

That West Elgin Council approve the rezoning of 145 Graham St. from Institutional (I) to a site-specific Institutional Special Use Regulation 3 (I-3) Zone;

That West Elgin Council approve the inclusion of a new definition, “*Off-Site Accessory Worker Housing*” in the West Elgin Zoning-By-law, and

That West Elgin Council consider an amendment to the Zoning By-law, presented in the by-law portion of the February 26, 2026 Council Agenda.

Carried

4.4.2 Landowner or Public Comment

Tyler Arvai, representing Arvai Developments and ICS, spoke to the future development and potential to utilize an existing building and repurpose it to provide housing for their workers. Their tenancy at the facility and employment will be interconnected and regulated.

Mr. Arvai was able to assist with answering questions from Council, including parking and parking lot lighting pollution, use of indoor gymnasium and common areas within the facility.

4.4.3 Council Comment

Councillor Sousa asked questions about the parking lot capacity and indicated that residents have posed concerns about the proximity to their houses, and having all the residents of the facility in their "backyard. However, no members of the public attended the meeting, to speak about these concerns.

Deputy Mayor Tellier asked about the plan for additional lighting, creating light pollution. Mr. Arvai advised there is no plan to add additional lighting, from what is currently there now.

Councillor Statham asked Mr. Brown for confirmation that this application conforms with the West Elgin and County of Elgin Official Plans.

4.5 Adjournment of Public Meeting

Resolution No. 2025- 25

Moved: Councillor Sousa

Seconded: Councillor Denning

That West Elgin Council hereby adjourn the Public Meeting, pursuant to the *Planning Act*, and reconvenes into regular Council.

Carried

5. Delegations and Presentation

5.1 Pam Wardell, Chair, Economic Development Committee Re: 2026 Budget Request and Project Plans

Pam Wardell, Chair, West Elgin Economic Development Committee, attended Council, to advised of five (5) events planned for 2026, aligning

with the West Elgin Strategic Plan. The events will each have a budget request from Council, and the events include:

- Business After Five events, \$200-300 per event
- West Elgin Business Mapping, \$5,000
- Cultivating our Success, joint with Dutton Dunwich, Southwold and Elgin County, \$2,000
- Small Farm Business Tour, \$5,000 to \$10,000
- Business Welcome Package, \$500

A report to be forthcoming in the meeting, requesting immediate access to \$300 for a March 2026 Business After Five event.

6. Adoption of Minutes

Resolution No. 2025- 26

Moved: Councillor Sousa

Seconded: Councillor Statham

That West Elgin Council hereby adopt the Minutes of January 22, 2026 (Regular Council Meeting) and February 5, 2026 (Special Council Meeting) as presented.

Carried

7. Business Arising from Minutes

None.

8. Staff Reports

8.1 Planning

8.1.1 Consent Application E 17-26 26212 Carroll Line, Comment to Elgin County

Resolution No. 2025- 27

Moved: Councillor Statham

Seconded: Deputy Mayor Tellier

That West Elgin Council hereby receives the report from Evan McKinstry, Junior Planner regarding severance application E 17-26-Comments to Elgin County (Planning Report 2026-08).

And that West Elgin Council hereby recommend REFUSAL to the Elgin County Land Division Committee for Consent Application E17-26.

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

Carried

8.2 Fire

Break from 4:56 to 5:03pm, prior to item 8.2.

8.2.1 2025 Year End Report, West Elgin Fire Department

Resolution No. 2025- 28

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That West Elgin Council hereby receives the 2025 Year End Report from Jeff McArthur, Fire Chief, for information purposes.

Carried

8.3 Municipal Drains

8.3.1 Request for Section 78, Drain Major Improvement, Yauch Drain

Resolution No. 2025- 29

Moved: Councillor Sousa

Seconded: Deputy Mayor Tellier

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

That Council approve the request for the improvement of the Yauch Drain, dated January 21, 2026, submitted by (1) Kevin Krier, Krier Farms Ltd and (2) Mike Miller, 571419 Ont. Ltd.; And

That Council hereby appoint Spriets and Associates to proceed with all necessary actions, pursuant to the *Drainage Act*.

Carried

8.3.2 Drain Tender Results, Government Drain No. 1 North

Resolution No. 2025- 30

Moved: Councillor Sousa
Seconded: Councillor Statham

That West Elgin Council hereby receives the report from Terri Towstiuc, Manager of Community Services/Clerk, re: Tender Results, Government Drain No. 1 North; and

That Council approves the low tender submission from J&L Henderson Ltd., in the amount of \$120,028.31 (HST included).

Carried

8.4 Infrastructure & Development

8.4.1 Tender Results, 2026 Maintenance Gravel

Resolution No. 2025- 31

Moved: Councillor Statham
Seconded: Deputy Mayor Tellier

That West Elgin Council hereby receives the report from Dave Charron, Manager of Infrastructure and Development Re: 2026 Maintenance Gravel; and

That West Elgin Council authorizes a tender from Johnston Bros. Ltd. at the price of \$344,400.00 plus applicable taxes to cover supply and application for the 2026 season.

Carried

8.4.2 Tender Results, 2026 Dust Suppressant (Brine)

Application schedule for dust suppressant is May & June and is weather dependent.

Resolution No. 2025- 32

Moved: Councillor Statham
Seconded: Councillor Sousa

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

That West Elgin Council hereby grants pre-budget approval in the amount of \$249,800.00 plus applicable taxes as submitted by Newman Petroleum (1998) Inc. of Clinton, ON for supply and application of dust suppressant during the 2026 season.

Carried

8.4.3 McLeod Court Assumption

Resolution No. 2025- 33

Moved: Councillor Denning

Seconded: Deputy Mayor Tellier

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

That West Elgin Council authorizes the dedication of the lands described as Macleod Court (PIN 35113-0844) as part of the municipal highway system, And.

That West Elgin Council authorizes the Mayor and Clerk to sign By-Law 2026-11 to give effect to this decision.

Carried

8.4.4 Installation of Stop Sign, McLeod Court

Resolution No. 2025- 34

Moved: Deputy Mayor Tellier

Seconded: Councillor Sousa

That West Elgin Council hereby receives the Amendments to By-Law 95-56 -Addition of Stop Signs report from Dave Charron, Manager of Infrastructure and Development, And

That Council approves the installation of a stop sign on MacLeod Court at its intersection with Finney Street; and

That Council adopts By-law 2026-02 to amend the Municipality's Traffic and Parking By-law 95-56 to reflect this change.

Carried

8.5 Community Services & Clerks

8.5.1 Game On: Youth Drop In Sport Day

Resolution No. 2025- 35

Moved: Councillor Sousa

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from Terri Towstiuć, Manager of Community Services/Clerk Re: Game On: Youth Sport Drop In; And

That Council hereby approve a fee waiver for the program, to be conducted on Friday March 20, 2026, in collaboration with the West Elgin Community Health Center.

Carried

8.6 Chief Administrative Officer

8.6.1 Economic Development Committee, Budget Request

Resolution No. 2025- 36

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

That West Elgin Council hereby receives the West Elgin Economic Development Committee report from Pam Wardell, Chair and Robin Greenall, CAO, And

That Council consider incorporating the proposed Economic Development project costs as part of the 2026 Operational Budget, And

That Council approves the Committee to spend up to \$300.00 to support a first quarter West Elgin Business networking event tentatively scheduled for late March 2026.

Carried

8.6.2 2026 Remuneration Adjustment

Resolution No. 2025- 37

Moved: Councillor Statham

Seconded: Councillor Sousa

That West Elgin Council hereby receives the 2026 Remuneration Adjustment report from R. Greenall, CAO, And

That West Elgin Council approves the 2026 wage band adjustments of 2.20% the October 2025 Statistics Canada Consumer Price Index (CPI) for All Goods, in accordance with H.R Policy 3.6 – Pay Administration, And

That West Elgin Council directs staff to conduct a Pay Equity review of all previously unionized positions to incorporate them into the established Pay Equity schedule.

Carried

8.6.3 ZEVIP Grant Program - Installation of Electric Charging Stations

Resolution No. 2025- 38

Moved: Deputy Mayor Tellier

Seconded: Councillor Denning

That West Elgin Council hereby receives the report from R. Greenall, CAO, And

That West Elgin Council approves the recommendation to proceed with a commitment to the installation of Electric Charging Stations upon receiving grant funding through the EV ChargeON program.

Carried

9. Board or Committee of Council Reports or Updates

No updates provided.

10. Notice of Motion

To be heard at next Regular Council meeting.

10.1 Councillor Sousa, Winter Sidewalk Maintenance

Whereas, West Elgin Council received a Winter Maintenance report on February 12, 2026, for information purposes; And

Whereas Policy RE 2.1, being a policy to regulate Level of Services for Sidewalk Plowing and Salting has not been reviewed since December 2010; Now

West Elgin Council hereby request staff to review the existing Snow Removal Sidewalk Bylaw and update it to reflect current standards; And

That staff be requested to revise existing bylaw(s) establishing clear regulations requiring the clearing of sidewalks in front of residential properties.

11. Council Inquires/Announcements

Councillor Denning congratulated both Bo Horvat (2026 Olympian) and James Dunn (2026 Paralympian).

12. Correspondence

12.1 County of Elgin, Notice of Decision, E 8-26

12.2 County of Elgin, Notice of No Appeals, E 8-26

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

13. Items Requiring Council Consideration

None presented prior to publishing.

14. By-Laws

14.1 2025-61, Hookaway Drain, 3rd Reading

Resolution No. 2025- 39

Moved: Councillor Sousa

Seconded: Deputy Mayor Tellier

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 third and final time.

Carried

14.2 By-law 2025-67, Government Drain No. 1 North, 3rd Reading

Resolution No. 2025- 40

Moved: Councillor Statham

Seconded: Councillor Sousa

That By-law 2025-67, Being a By-Law to provide for drainage works on the Government No. 1 North Drain in the Municipality of West Elgin and the Municipality of Dutton Dunwich, as amended by Resolution No. 2025-12, be read a third and final time.

Carried

14.3 By-law 2026-02, Stop-Sign By-law Amendment for McLeod Court

Resolution No. 2025- 41

Moved: Councillor Denning
Seconded: Deputy Mayor Tellier

That By-law 2026-02, Being a By-Law amend By-Law No.95-56 providing for the erection of stop signs at intersection of Macleod Court and Finney Street, be read a first, second and third and final time.

Carried

14.4 By-law 2026-06, Zoning Amendment, 23104 Johnston Line

Resolution No. 2025- 42

Moved: Councillor Denning
Seconded: Councillor Statham

That By-law 2026-06, Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property at 23104 Johnston Line, be read a first, second and third and final time.

Carried

14.5 By-law 2026-07, Zoning Amendment, 22165 Talbot Line

Resolution No. 2025- 43

Moved: Councillor Statham
Seconded: Councillor Denning

That By-law 2026-07, Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property at 22165 Talbot Line, be read a first, second and third and final time.

Carried

14.6 By-law 2026-08, Zoning Amendment, 283 Ridout Street

Resolution No. 2025- 44

Moved: Deputy Mayor Tellier
Seconded: Councillor Sousa

That By-law 2026-08, Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property at 283 Ridout St, be read a first, second and third and final time.

Carried

14.7 By-law 2026-09, Zoning Amendment, 145 Graham Street

Resolution No. 2025- 45

Moved: Councillor Sousa

Seconded: Councillor Statham

That By-law 2026-09, Being a By-Law to Amend the Municipality of West Elgin Comprehensive Zoning By-Law No. 2015-36 for property at 145 Graham St, be read a first, second and third and final time.

Carried

14.8 By-law 2026-10, Appointment of Chief Administrative Officer

Resolution No. 2025- 46

Moved: Deputy Mayor Tellier

Seconded: Councillor Statham

That By-law 2026-10, being a By-Law to Appoint a Chief Administrative Officer for the Corporation of the Municipality of West Elgin and Repeal By-law 2025-03, be read a first, second and third and final time.

Carried

14.9 By-law 2026-11, Establish Public Highway, McLeod Court

Resolution No. 2025- 47

Moved: Councillor Sousa

Seconded: Councillor Denning

That By-law 2026-11, being a By-Law to dedicate and establish lands as a Public Highway to be known as Macleod Court (PIN 35113-0844), be read a first, second and third and final time.

Carried

15. Closed Session

Resolution No. 2025- 48

Moved: Councillor Sousa

Seconded: Councillor Statham

That West Elgin Council hereby proceeds into Closed Session at 5:54 pm, to discuss matters pursuant to the *Municipal Act*, Section 239 (2)(b), being personal matters about identifiable individuals, including municipal employees (1. HR

issue and 2. HR Overview), Section 239(2)(d), being labour relations or employee negotiations (Treasurer recruitment update) and Section 239 (2)(e) Potential litigation (By-law).

Carried

16. Report from Closed Session

Reporting from Closed Session at 6:22 pm.

West Elgin Council received four (4) items pursuant to Section 239 (2) of the Municipal Act and provided staff with administrative direction.

17. Confirming By-Law

Resolution No. 2025- 49

Moved: Councillor Sousa

Seconded: Deputy Mayor Tellier

That By-law 2026-12 being a By-law to confirm the proceeding of the Regular Meeting of Council held on February 26, 2026, be read a first, second and third and final time.

Carried

18. Adjournment

Resolution No. 2025- 50

Moved: Councillor Denning

Seconded: Councillor Sousa

That West Elgin Council hereby adjourn at 6:23 pm to meet again at 4:00pm, on March 5, 2026 (Committee of the Whole), or at the call of the Chair.

Carried

Richard Leatham, Mayor

Terri Towstiuć, Clerk



Staff Report

Report To: Council Meeting
From: Dave Charron, Manager of Infrastructure & Development
Date: 2026-03-12
Subject: West Lorne Library – Interior Renovations

Recommendation:

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

That the West Elgin Council accept the tender submitted by Accuratus Design & Build Inc. in the amount of \$199,500.00 plus applicable taxes for the West Lorne Public Library Interior Renovations; and

That the West Elgin Council accept the tender extra by Accuratus Design & Build Inc. in the amount of \$73,500 plus applicable taxes for the Council Chamber separate pricing; and

That Council authorizes the Mayor and Clerk to execute all necessary agreements and contract documents related to the project.

Purpose:

The purpose of this report is to provide Council with the results of the public tender process for the West Lorne Public Library Interior Renovation Project and to seek Council approval to award the construction contract.

Background:

The Municipality of West Elgin is undertaking interior renovations to the West Lorne Public Library located at 160 Main Street, West Lorne, Ontario.

The project includes renovations within the existing municipal complex that houses the library and Council Chambers. The work will improve functionality, accessibility, and overall use of the space for both municipal operations and public use.

The renovations generally include:

- Interior renovations to the library space to improve layout and functionality;
- Modifications to the Council Chambers area to improve alignment and public seating;
- Renovations to washroom facilities to improve accessibility;

- Associated architectural, mechanical, and electrical improvements.

The project was designed by Spriet Associates London Limited who also administered the tendering process on behalf of the Municipality.

Tender Results

Tenders for the project closed on February 25, 2026. A total of eleven (11) tenders were received.

Following review of the submissions by the project consultant, the two lowest bidders were:

Contractor	Location	Base Bid	Council Chambers
SAWW Developments	Milton, ON	\$189,800.00	\$75,000.00
Accuratus Design & Build Inc.	London, ON	\$199,500.00	\$73,500.00

Although SAWW Developments submitted the lowest base bid, the consulting architect noted the following considerations:

Spriet Associates has previous experience working with Accuratus Design & Build Inc. and has found their work to be of good quality and their approach cooperative when addressing project changes.

Accuratus Design & Build typically utilizes local suppliers and subcontractors, which can be beneficial for project coordination and warranty response.

The difference between the two bids is relatively small, and the margin becomes even smaller when considering potential additional work items.

Based on their review, Spriet Associates London Limited has recommended that the Municipality award the project to Accuratus Design & Build Inc.

The other Bids for the project are outlined in the attachment.

Financial Implications:

The accepted tender amount of \$199,000 plus applicable taxes plus 73,500 plus applicable taxes for Council Chambers falls within the approved capital budget of \$500,000.

Other expenses that are including within the budget is the hourly rate for Spriet Associates, currently estimated at \$58,000, plus and additional costs for ongoing construction administration.

Funding for this project is allocated through the approved 2025 budget:

- \$400,000 transferred from Reserves
- \$100,000 interest free loan for Elgin County
- Increase rental income through the Elgin County Library lease agreement, updated to account for increased square footage.

Policies/Legislation:

None.

Alignment with Strategic Priorities:

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

Respectfully submitted by,

Dave Charron
 Manager, Infrastructure and Development

Report Approval Details

Document Title:	West Lorne Library - Interior Renovations - 2026-11-Infrastructure Development.docx
Attachments:	- 225240 Letter of Recommendation - West Lorne Public Library.pdf - SAWW Construction Reference.pdf
Final Approval Date:	Mar 6, 2026

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

Robin Greenall

Letter of Recommendation

Date: March 4, 2026

Project: West Lorne Library – Interior Renovations
160 Main Street, West Lorne ON

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

Our Reference No.: 225240

Attention: Dave Charron
Manager of Infrastructure and Development



**SPRIET
ASSOCIATES**
ENGINEERS & ARCHITECTS
155 York Street
London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
E-mail: mail@spriet.on.ca
www.spriet.on.ca

Dear Sir,

Tenders for the above noted project were received February 25, 2026. A total of 11 (eleven) tenders were received and are summarized on the attached drawing.

The low bidder is SAWW Developments, located in Milton Ontario with a base bid of \$189, 800.00.
The second bidder is Accuratus Design & Build Inc., located in London Ontario with a base bid of \$199,500.00

We have not had any direct work experience with SAWW Developments. At our request, they did provide company information and references for select projects. Additionally, a list of relevant projects were provided. Notably, with the Town of Ajax, Town of Oakville and the City of St. Thomas. They did not provide references for these projects. I have attached their company profile.

We have completed several project with Accuratus Design & Build Inc., and find they are pleasant to work with, fair when pricing extras or changes and quality of work is good. Additionally, suppliers and subtrades selected by Accuratus for this project are local. Additionally, if warranty work is required, having local contractors is beneficial.

As the base bid for both Contractors are very close together, we would recommend award to Accuratus Design & Build Inc. Should Council decide to move forward with the additional work for the Separate price items, the margin between the two bidders becomes even smaller.

Procurement policies for the Municipality of West Elgin should be reviewed prior to accepting our recommendation.

If you should have any questions, please contact the undersigned.

Yours truly,

Shanna McIlmurray, OAA
SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS & ARCHITECTS



AREAS OF RENOVATION
WEST LORNE LIBRARY
 WEST LORNE, ONTARIO



Bidder Name	Office Location	base bid (excluding HST)	separate price (excluding HST)	project total (excluding HST)
SAWW/Developments Ltd	Milton	\$189,800.00	\$75,500.00	\$265,300.00
Accuratus Design & Build Inc.	London	\$199,500.00	\$73,500.00	\$273,000.00
tonda, London ON	London	\$238,146.00	\$93,820.00	\$331,966.00
Frontier Group	Richmon Hill	\$252,782.86	\$62,415.62	\$315,198.48
Complete Building Systems Inc.	Kitchener	\$257,900.00	\$98,430.00	\$356,330.00
Clear Contracting	Kitchener	\$259,800.00	\$94,117.40	\$353,917.40
AUBI Design Build	Dresden	\$290,600.00	\$101,500.00	\$392,100.00
Elgin	St. Thomas	\$392,000.00	\$98,000.00	\$490,000.00
Se7en Hills inc	North York	\$560,000.00	\$43,250.00	\$603,250.00
MP Construction Enterprise		bid disqualified		
Opulence Construction		bid disqualified		



SAWW
D E V E L O P M E N T S

**COMPANY PROFILE - EXPERIENCE AND
QUALIFICATIONS**

MUNICIPALITY OF WEST ELGIN

West Lorne Public Library - Interior Renovations

RFP-225240

LOCATION

160A Main Street, West Lorne, Ontario, N0L 2P0.

DATE: 2nd March 2026



EXPERIENCE AND QUALIFICATIONS

We are pleased to submit our experience and qualifications for consideration on the West Lorne Public Library - Interior Renovations project. We are an Ontario-based construction management and general contracting firm specializing in institutional, government, and commercial interior renovation projects. Our organization delivers structured interior construction programs requiring coordinated integration of architectural, mechanical, electrical, security, and life-safety systems within existing operational buildings.

Our experience has developed primarily within environments that require:

- Coordination with property management and base building systems
- Integration with consultant teams including engineers and interior designers
- Controlled demolition and phased construction sequencing
- Maintenance of operational building services during renovation
- Compliance with Ontario Building Code and Occupational Health & Safety requirements
- Structured project documentation and digital close-out processes

Our portfolio includes commercial office reconfigurations, institutional interior upgrades, and technically coordinated retrofit programs involving HVAC modifications, electrical redistribution, secure access installations, and life-safety adjustments.

We operate under a senior-led management structure that ensures consistent leadership involvement, accountability, and continuity from preconstruction planning through final close-out and warranty support.

YEAR ESTABLISHED, OWNERSHIP & LEADERSHIP STRUCTURE

Our firm has maintained multiple years of continuous operation in Ontario delivering interior renovation projects typically ranging between 3,000 and 20,000 square feet, with several programs involving phased sequencing and concurrent trade coordination.

Ownership & Executive Oversight

The company is privately held and directed by senior leadership with hands-on experience in interior construction management. Executive oversight remains active throughout each project lifecycle.

Core Leadership Roles

Director

- Executive oversight of contractual compliance
- Strategic scheduling review and risk assessment
- Financial governance and cost control supervision
- Direct escalation contact for client concerns
- Oversight of final turnover documentation



Sr. Estimator & General Manager

- Scope delineation and trade packaging
- Budget preparation and cost analysis
- Constructability review
- Procurement planning and material lead-time analysis
- Subcontractor prequalification and bid evaluation

Project Manager

- Development and maintenance of detailed construction schedules
- Coordination with Owner staff, Prime Consultant, and property management
- Shop drawing preparation, submission, and tracking
- Procurement sequencing and long-lead item coordination
- Change management and cost reporting
- Preparation and validation of meeting minutes
- Oversight of project documentation and close-out

Site Supervisor & Site Coordinator

- Full-time site supervision
- Daily coordination of subcontractors
- Implementation of safety program
- Quality control inspections
- Protection of existing installations
- Schedule monitoring and daily reporting

Senior staff remain directly involved throughout project delivery to ensure alignment with contractual obligations and project objectives.

OUR TEAM

Name	Title	Years of Experience
Muhammad Billoo	Director & Owner	12 Years
Mubashir Billoo	Sr. Estimator & General Manager	8 Years
Shahrukh Ahmed	Project Manager	17 Years
Michael Welch	Sr. Site Supervisor	15 Years
Sarbjit Singh	Site Coordinator	22 Years



CUSTOMER SERVICE PROCEDURES, POLICIES & GUIDELINES

Our client service framework is structured, documented, and procedural.

Communication Protocol

At project commencement, we establish:

- A defined communication matrix identifying primary and secondary contacts
- Reporting schedule for meetings and documentation
- RFI submission and response procedure
- Shop drawing submission protocol
- Change management workflow

Bi-Weekly Coordination

- Formal bi-weekly project meetings
- Agenda issued in advance
- Manually prepared and validated meeting minutes
- Distribution within 48 hours
- Action item tracking log

Site Reporting

- Bi-weekly written site reports
- Photographic progress documentation
- Schedule update summary
- Safety observations
- Upcoming milestone activities

Issue Resolution Procedure

All concerns are addressed through a documented, tiered process:

Stage 1 – Field Assessment

- Superintendent documents issue within 24 hours
- Immediate mitigation measures implemented where required
- Direct coordination with owner site facility coordinator.

Stage 2 – Project Management Review

- Written corrective action plan issued
- Direct coordination with owner Project Manager and Prime Consultant
- Scope of deficiency defined



- Responsible subcontractor identified
- Timeline established
- Follow-up inspection conducted

Stage 3 – Executive Escalation

- Escalation to President / Director
- Written confirmation of final resolution with owner and Prime Consultant
- Documentation archived in project file

A live deficiency log is maintained and reviewed during progress meetings.

SYSTEMS IN PLACE FOR SUCCESSFUL PROJECT MANAGEMENT

Our project management system is structured into defined stages:

Project Inception

- Review of space requirements with owner staff
- Coordination meeting with property management
- Site verification and documentation of existing conditions
- Risk assessment and sequencing analysis
- Identification of long-lead components

Planning & Scheduling

- Development of detailed up to date construction schedule
- Critical path sequencing
- Trade stacking analysis
- Procurement timeline integration
- Shop drawing preparation and tracking log
- Submittal approval monitoring

Execution & Monitoring

- Full-time supervision
- Structured daily coordination
- Enforcement of quality control inspections
- Schedule performance tracking
- Cost monitoring
- Bi-weekly reporting
- Coordination of landlord activities
- Integration of N.I.C. systems within schedule
- Incorporation, scheduling and timely completion of building inspections with the city's inspector.



Commissioning & Systems Integration

- HVAC balancing and verification
- Electrical energization and testing
- Lighting control programming
- Electric strike and ADO commissioning
- Fire protection confirmation
- Integration of security and sound masking systems
- Consultant validation where required

Final Close-Out

- Formal final inspection walkthrough
- Deficiency report issuance
- Punch list completion
- As-built drawing compilation
- Warranty documentation
- Equipment manuals
- Test and balance reports
- Digital close-out submission
- Client training coordination

All documentation is submitted digitally as required.

HEALTH & SAFETY MANAGEMENT PROGRAM

Health and safety are managed through structured planning, supervisory enforcement, and documented monitoring.

Pre-Construction Safety Planning

- Site-specific safety plan prepared prior to mobilization
- Hazard identification and risk assessment
- Review of demolition hazards
- Coordination of mechanical and electrical safety controls
- Emergency response planning
- Confirmation of trade certifications and WSIB standing

Site Safety Implementation

- Defined work zones and signage
- Protection of building occupants and existing systems
- Controlled demolition procedures
- Dust containment measures
- Fire route and egress maintenance



- Electrical lock-out/tag-out procedures
- Equipment inspection verification
- Fall protection compliance where required

Ongoing Monitoring

- Daily site safety inspections
- Toolbox talks and trade briefings
- Safety documentation logs
- Incident reporting procedures
- Immediate corrective actions for non-compliance
- Coordination with property management on safety matters

Regulatory Compliance

- Compliance with Ontario Occupational Health & Safety Act
- WSIB coverage verification
- Maintenance of safety documentation
- Coordination with building fire safety plans
- Enforcement of PPE requirements

Safety oversight remains the responsibility of the Site Superintendent, with executive review where necessary.

OUR SUBCONTRACTORS & SUPPLIERS

Our specialization in commercial interior construction has enabled us to develop a long-standing and reliable network of subcontractors and suppliers throughout Ontario.

These trade partners are selected and retained based on:

- Demonstrated experience in commercial interior projects
- Technical capability and trade certifications
- Proven installation performance
- Compliance with WSIB and insurance requirements
- Safety record and training
- Financial stability and reliability

Our established network includes specialists in:

- Interior demolition
- Ceiling systems
- Flooring installation
- Hollow metal doors and secure hardware
- Custom millwork fabrication
- Mechanical HVAC systems



- Electrical distribution and controls

We maintain formal trade scopes with clearly defined responsibilities. Pre-installation coordination meetings are conducted for critical scopes. Performance is monitored through structured inspections and schedule tracking.

This established subcontractor and supplier network, combined with our in-house project management and full-time supervision, provides a coordinated and dependable delivery model that supports technical compliance and schedule reliability.

QUALITY CONTROL PROGRAM

Quality management is implemented through:

- Review of approved shop drawings prior to installation
- Pre-installation coordination meetings
- Inspection hold points at critical milestones
- Hardware verification and secure system testing
- Mechanical and electrical rough-in inspections
- Final inspection checklist prior to turnover
- Deficiency tracking and documented closure

Senior management participates in final quality review prior to concluding each stage and at project completion.

CONCLUSION

Our firm provides structured construction management systems, senior-level oversight, disciplined scheduling, established trade partnerships, and comprehensive documentation control suitable for the West Lorne Public Library - Interior Renovations Project.

We are prepared to deliver this project in accordance with contractual requirements, regulatory standards, and excellent operational expectations, ensuring coordinated execution, documented communication, safety compliance, and complete digital project close-out.

Following is a detailed outline of our key construction projects that we have completed as tenant fit outs and interior buildouts.



Corporate Tenant Fit-Out – Zemplar Offices Ltd., 690 Dorval Dr, Oakville

Duration of Project: 16 Weeks:

Area: 8,500 sq. ft.

Budget: \$480,000

Scope of Work

Interior alterations of west side of 2nd floor into a custom tenant improvement fit-out. This project included construction of private offices, conversion of existing individual offices into a open workspace, a boardroom with advanced AV/controls, and a large conference room with operable partition, all executed while the other half of the coworking floor remained occupied.

Architectural & Interior

- Demolition and reconfiguration of ~2,500 LF of partitions into 22 offices, 3,500 sq. ft. open workspace, a boardroom, and a large divisible conference facility.
- Conference Room: Floor-to-ceiling operable partition by Extreme Partitions (STC 55, heavy-duty aluminium track) providing flexibility between a single 40-person training room and two smaller meeting rooms.
- Boardroom & Conference Acoustics: Installation of fabric-wrapped acoustic wall panels (2" thick, NRC 0.85) and specialty absorptive ceiling panels.
- Flooring: 5,000 sq. ft. modular carpet tile with acoustic backing, plus 3,200 sq. ft. glue down vinyl.
- Ceilings: Armstrong 2x2 acoustical tile (NRC 0.70, CAC 35).
- Paint: Benjamin Moore Ultra Spec 500, low-VOC, eggshell finish.

Electrical, AV & Controls

- General Lighting: 72 recessed Lithonia LED troffers (2x2, 4000K, 3500 lumens, 0-10V dimming).
- **Boardroom & Conference Systems:**
 - Motorized projection screens (110"), ceiling-mounted projectors, HDMI/USB-C wall plates.
 - Ceiling speakers with amplifiers & DSP.
 - Wired and wireless microphone arrays.
 - AV rack with conditioned power supply.
 - Touch panel AV/lighting control and dimming system for scene selection.
- Electrical: Dedicated 20A circuits for AV racks, projectors, and workstation clusters.

Mechanical & Controls

- 2 new VAV boxes with DDC controllers tied to the BAS.
- New supply/return duct runs for boardroom and conference; thermostats provided for independent zone control.



- Full TAB (testing, adjusting, balancing) before turnover.

Access & Fire/Life Safety

- New card reader at dedicated entrance from elevator lobby.
- Fire alarm devices (strobes, pulls, horn/strobes) relocated for compliance.

Operational Execution & Management

- **Concurrent Operations:** HEPA-filtered negative air units and full-height hoarding maintained air quality and separation.
- **Noise Management:** Core drilling, demolition, and partition anchoring executed after hours to avoid disrupting active coworking tenants.
- **Material Planning:** Long-lead AV equipment and flooring finishes ordered early; phased installation kept schedule intact.
- **Systems Integration:** HVAC and BAS tie-ins executed overnight; staged commissioning eliminated downtime.
- **Completion:** The tenant space was turned over as a high-performance corporate suite with flexible conferencing capability, high-spec boardroom AV, and modern finishes; all delivered without disruption to the coworking operator's active membership.



Interior Renovation - Al-Falah School, 391 Burnhamthorpe Rd E., Oakville, ON

Duration of Project: 12 Weeks

Area: 6,000 sq. ft.

Budget: \$550,000

Scope of Work

This project involved converting four existing classrooms into seven redesigned classrooms, complete with AV integration, acoustic treatment, polished concrete floors, and a new rooftop HVAC unit. The school remained partially active during construction, requiring tight coordination and abatement procedures.

Architectural & Interior

- Demolition of block wall partitions; construction of new partitions to create seven classrooms.
- Three new door openings saw-cut into block walls; installed hollow metal frames, solid-core doors, and Grade 1 hardware.
- Flooring: Removal of old VCT under Type II abatement, replaced with polished concrete finish (densifier + sealer, satin sheen).
- Acoustic Treatment: Fabric-wrapped acoustic wall panels (NRC 0.85) installed to reduce reverberation.
- Paint: Durable, washable low-VOC coatings in educational colour palette.

Electrical, AV & Controls

- Classroom AV Package:
 - **Ceiling-mounted projectors** with HDMI/USB-C inputs.
 - **Motorized projection screens (100")** in each classroom.
 - **Ceiling-mounted 70V speaker system** with amplifiers and wall-mounted volume controls.
 - **Whiteboards (4'x12')** at teaching walls.
 - **Scene-based dimmers** for flexible lighting during presentations.
- Lighting: Replaced with 2x4 LED troffer panels (4000K, dimmable, 5000 lumens).
- Power: Dedicated circuits for projectors and IT.

Mechanical & Controls

- Installed new RTU (Rooftop HVAC Unit) with BAS integration.
- Rerouted ductwork for new partitions; new supply diffusers and returns for each classroom.
- TAB balancing performed at closeout.

Operational Execution & Management



- **Type II abatement** executed under full containment, followed by air quality clearance testing.
- **Noise and dust controls** protected staff and partial operations.
- **Phased sequencing** ensured safe re-occupancy of completed classrooms while work advanced in other zones.
- **Completion:** Seven classrooms were delivered with integrated teaching technology, improved acoustics, upgraded HVAC, and modern finishes. All inspections passed, permit closed, and the school resumed operation on schedule.



Unit Renovation & Addition of 5 Offices – 2560 Matheson Blvd E., Mississauga, ON

Duration of Project: 8 Weeks

Area: 3,563 sq. ft.

Budget: \$290,000

Scope of Work

Conversion of an open coworking-style office into five secure private offices with new AV-ready infrastructure, access control, and upgraded HVAC/lighting. The new individual offices were designed to have frameless 12mm glass fronts with glass doors and frosting. The existing three offices were cosmetically refreshed with new carpet tile flooring, complete repaint and lightning upgrades.

Architectural & Interior

- Constructed five new office partitions (92 mm studs @ 16" o.c., 5/8" Type X gypsum, acoustic batt insulation, STC 50).
- Flooring: Carpet tile in offices and open area.
- Interior repaint with low-VOC paint system.

Electrical, AV & Controls

- Electrical rewiring to suit new layout.
- General Lighting: 2x2 LED troffers, 4000K, dimmable drivers.
- Access control readers at office doors tied into BAS.
- Offices pre-wired with Cat6A plenum-rated cabling and AV outlets for future use (wall-mounted displays, speakers).
- Scene-based dimmers provided for private office lighting.

Mechanical, Sprinkler & BAS

- Modified ducting; added supply/return diffusers to each new office.
- BAS reprogrammed to reflect new zones.
- Sprinkler heads relocated and re-certified per NFPA.

Operational Execution & Management

- **Timeline:** Strict 8-week schedule maintained by sequencing trades and pre-procuring finishes.
- **Safety & Protection:** Temporary hoarding and clear signage ensured safe access for neighbouring tenants.
- **After Hour Work:** Tie-ins for HVAC and electrical scheduled after hours to prevent disruption.
- **Inspections:** City inspections consolidated to streamline permit closeout.



- **Completion:** The reconfigured office delivered five secure, BAS-integrated private offices with modern finishes and AV-ready infrastructure. Completed within the 8-week schedule, under budget, and supported with a 12-month warranty.

REFERENCES

	REFERENCE 1	REFERENCE 2	REFERENCE 3
COMPANY	ZEMPLAR OFFICES	FH MANAGEMENT GROUP	A&N ACCOUNTING INC
PROJECT	Corporate Tenant Fit-Out – Zemplar Offices Ltd., 690 Dorval Dr, Oakville	Interior Renovation - Al-Falah School, 391 Burnhamthorpe Rd E., Oakville, ON	Unit Renovation & Addition of 5 Offices – 2560 Matheson Blvd E., Mississauga, ON
NAME	HAMZA REHMAN - VICE PRESIDENT	FAISAL HAROON MACHİYARA - PRESIDENT	AZIZ FIRASTA - SR PARTNER / VP
EMAIL	HAMZA@ZEMPLAR.CA	INFO@FHMANAGEMENT.CA	INFO@ANACCOUNTING.CA
PHONE	416-474-0223	647-891-4710	416-938-7860



LIST OF PROJECTS

Type	Name of Project	Company/Owner	Date	Contract Value
General Contractor	City Hall Office Renovations	City Of St. Thomas	January 2026	\$58,000
Design Build	Interior Renovations of 48 Offices	Zemlar Offices	October 2022	\$890,000
Design Build	Interior Alterations – 25 New Offices	Workplace K	June 2023	\$451,000
General Contractor	Havelock Library Renovations	Township of Havelock	October 2025	\$52,000
General Contractor	Town Hall - HR Department Renovations	Town of Oakville	August 2025	\$154,000
General Contractor	Town Hall – Training Room Renovations	Town of Oakville	January 2026	\$170,000
General Contractor	Ajax Community Centre Renovations	Town of Ajax	September 2025	\$68,000
General Contractor	Unit Renovation & Addition of 5 New Offices	A&N Accounting	July 2024	\$290,000
General Contractor	Interior Renovation - Al-Falah School	Al Falah School	May 2022	\$550,000
General Contractor	Corporate Tenant Fit-Out	Zemlar Offices	September 2021	\$480,000



Staff Report

Report To: Council Meeting
From: Jeff McArthur, Fire Chief
Date: 2026-03-12
Report: 2026-02
Subject: 2026 Pre-Budget Approval Request

Recommendation:

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

That West Elgin Council provide pre-budget approval for the 2026 project identified within this report.

Purpose:

To seek Council pre-approval for the department's 2026 SCBA order.

Background:

Council approved a partial conversion of the department's Self-Contained Breathing Apparatus (SCBA) in 2022 from 2216 psi to 4500 psi. Since this time the manufacturer has indicated their plans to discontinue 2216 psi equipment. This approved project, included a recommendation to purchase two SCBA paks and four cylinders each year until 2028, to complete the conversion to 4500psi, in a cost-effective method. Council has to date, approved this capital expense each year through budget process.

The report is to seek pre-budget approval to order two SCBA paks, and four cylinders, to participate in a bulk purchase which provides savings, and to avoid a further April 1st price increase between 5-8%.

This purchase would be consistent with SCBA purchases since 2022 and continue to support the in-progress conversion to 4500psi.

Financial Implications:

The 2026 capital fire budget forecast shows \$26,000 for this project, with the current quote for 2026 for \$27,324.53 plus HST.

Respectfully Submitted by,

Jeff McArthur, Fire Chief



Elgin County Council
Committee of the Whole Meeting
Minutes

February 10, 2026, 9:30 a.m.
Council Chambers
450 Sunset Drive
St. Thomas ON

Members Present: Warden Dominique Giguère
Deputy Warden Grant Jones
Councillor Ed Ketchabaw
Councillor Mark Widner
Councillor Jack Couckuyt
Councillor Andrew Sloan
Councillor Todd Noble
Councillor Mike Hentz
Councillor Richard Leatham

Staff Present: Blaine Parkin, Chief Administrative Officer/Clerk
Nicholas Loeb, Director of Legal Services
Brian Masschaele, Director of Community & Cultural Services
Jennifer Ford, Director of Financial Services/Treasurer
Peter Dutchak, Director of Engineering Services
Mat Vaughan, Director of Planning and Development
Holly Hurley, Director of People & Culture
Joe Anne Holloway, Director of Homes and Seniors Services
Katherine Thompson, Manager of Administrative Services/Deputy Clerk
Diana Morris, Senior Planner
Jason Clark, Fire Training Coordinator
Jenna Fentie, Legislative Services Coordinator
Stefanie Heide, Legislative Services Coordinator

1. Meeting Call to Order

The meeting was called to order at 9:13 a.m. with Warden Giguère in the chair.

2. Approval of Agenda

Resolution Number: CW26-14

Moved by: Councillor Widner
Seconded by: Deputy Warden Jones

RESOLVED THAT the agenda for the February 10, 2026 Committee of the Whole Meeting be approved as presented.

Motion Carried.

3. Adoption of Minutes

Resolution Number: CW26-15

Moved by: Councillor Noble
Seconded by: Councillor Leatham

RESOLVED THAT the minutes of the meeting held on January 27, 2026 be adopted.

Motion Carried.

4. Disclosure of Pecuniary Interest and the General Nature Thereof

4.1 Deputy Warden Jones - Item 6.2 EMG 26-02 Land Use Agreement for Fire Training Structure

Deputy Warden Jones declared a conflict of interest on Item 6.2 EMG 26-02 Land Use Agreement for Fire Training Structure. Deputy Warden Jones will not participate in discussion or vote on this item.

5. Members' Motions

None.

6. Reports of Council, Staff or Outside Boards

6.1 Senior Planner - PLN 26-02 Official Plan Amendment No. 26 in the Town of Aylmer, 448 Talbot Street West and 215 South Street West

The Senior Planner presented a report providing information for Council's consideration on the amendment adopted by the Council of the Town of Aylmer on their Official Plan, known as Official Plan Amendment Number 26.

Resolution Number: CW26-16

Moved by: Councillor Couckuyt
Seconded by: Deputy Warden Jones

RESOLVED THAT the Council of the Corporation of the County of Elgin approve Official Plan Amendment No. 26 to the Official Plan of the Town of Aylmer; and

THAT staff be directed to provide Notice of this Decision in accordance with the requirements of the Planning Act.

Motion Carried.

6.2 Manager of Emergency Management - EMG 26-02 Land Use Agreement for Fire Training Structure

Deputy Warden Jones left the Council Chambers for Item 6.2 EMG 26-02 Land Use Agreement for Fire Training Structure as he had declared a conflict of interest for this item. He did not participate in discussion or vote on this item.

As the Manager of Emergency Management was away, the Director of Legal Services presented the report providing information for Council's consideration regarding a draft licence agreement between the County of Elgin and the Township of Southwold for use of land for the purpose of installing and operating a live-fire structure.

Resolution Number: CW26-17

Moved by: Councillor Sloan
Seconded by: Councillor Hentz

RESOLVED THAT a licence agreement between the County of Elgin and the Township of Southwold for the use of land for the purpose of installing and operating a live-fire structure, substantially in the form of Appendix "A" be approved pending more information regarding the fee structure be provided at the council meeting on February 24, 2026.

Motion Carried.

7. Adjournment

Resolution Number: CW26-18

Moved by: Councillor Widner
Seconded by: Councillor Couckuyt

RESOLVED THAT we do now adjourn at 9:53 a.m. to meet again on February 24, 2026 at 9:30 a.m.

Motion Carried.

Blaine Parkin,

Chief Administrative Officer/Clerk.

Dominique Giguère,

Warden.

ELGIN COUNTY

From the Council Chambers

February 24, 2026

Council Meeting

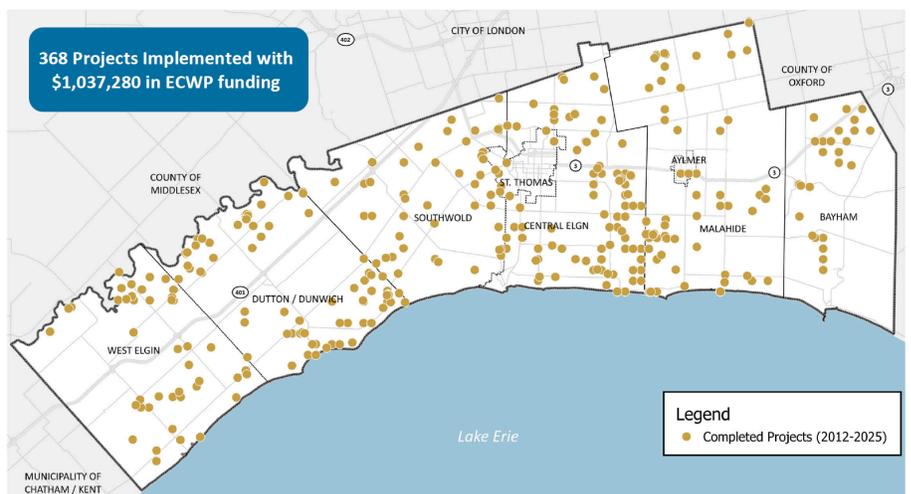
Elgin Clean Water Program 2025 Annual Report Presented to Council

Council received a presentation from Betsy McClure, Program Coordinator for the Elgin Clean Water Program (ECWP), regarding the 2025 Annual Report. The program, delivered in partnership with the four conservation authorities serving Elgin County, provides technical expertise and financial incentives to landowners to support projects that improve water quality, reduce erosion, and enhance wildlife habitat across the County.

In 2025, a total of 28 projects were completed, supported by \$103,635 in ECWP grant funding. These projects leveraged \$259,557 in matching funding and \$85,190 in landowner contributions, for a total project value of \$448,382. Wetland creation remained the most active category, with 15 projects completed, alongside erosion control, well management, livestock management, tallgrass prairie establishment, and cover crop projects.

The presentation also highlighted the introduction of a new Maintenance Funding Category in 2025. This category provides financial assistance for the repair and upkeep of previously funded projects, helping to protect past investments and ensure long-term environmental benefits. Since its launch in 2012, the program has supported 368 projects and awarded more than \$1 million in grant funding to improve water quality and habitat conditions throughout Elgin County.

For the full Council Agenda, [click here](#).



Committee of the Whole

Official Plan Amendment No. 27 – Town of Aylmer (516 John Street North)

Council received a presentation from Betsy McClure, Program Coordinator for the Elgin Clean Water Program (ECWP), regarding the 2025 Annual Report. The program, delivered in partnership with the four conservation authorities serving Elgin County, provides technical expertise and financial incentives to landowners to support projects that improve water quality, reduce erosion, and enhance wildlife habitat across the County.

In 2025, a total of 28 projects were completed, supported by \$103,635 in ECWP grant funding. These projects leveraged \$259,557 in matching funding and \$85,190 in landowner contributions, for a total project value of \$448,382. Wetland creation remained the most active category, with 15 projects completed, alongside erosion control, well management, livestock management, tallgrass prairie establishment, and cover crop projects.

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Recommendations Endorsed for Council Learning Sessions

The Committee considered a report outlining recommended topics for future Council learning sessions. The sessions are intended to provide education and training opportunities for members of Council on key areas of municipal governance and operations, particularly on days when regular meeting agendas are lighter.

Suggested topics include the land use planning process, municipal finance and the Municipal Act, risk management and insurance, the respective roles of Council and administration, funding models for long-term care, land ambulance services, Provincial Offences Administration, Council's role as a Library Board, community development initiatives, and the Development Charges Act. The Committee was asked to identify four or five priority topics for the remainder of the current term, with additional topics potentially incorporated into a comprehensive orientation program for the next term of Council.

It was noted that learning sessions may be held in closed session in accordance with Section 239(3.1) of the Municipal Act, as they are intended strictly for education and training purposes and will not materially advance Council's decision-making. Highlights from each session will be summarized and shared publicly following the training. The Committee endorsed the recommended topics and approved the prioritization process.

For the full Committee of the Whole Agenda, [click here](#).



February 25, 2026

Joseph and Jennifer Iwanchun
25701 McMurphy Line
West Lorne, ON
N0L 2P0

RE: Severance Application E 17-26
Part of Lot 24, Concession A
26212 Carroll Line

Dear Joseph and Jennifer Iwanchun,

A decision on application E 17-26 was deferred by request of the Municipality of West Elgin due to no municipal comments being received, through the Land Division Committee, on February 25, 2026.

Applications deferred by the Land Division Committee will be held for a period of one year from the date of deferral, at which time if no action has been taken the application will lapse. If no action is taken on this file by **February 25, 2027**, this application will lapse.

Sincerely,

Alicia Csoff
Secretary Treasurer
Land Division Committee
County of Elgin

CC: Municipality of West Elgin



The Corporation of the Municipality of West Elgin

By-Law No. 2026-13

A By-law to Authorize the Execution of an Agreement between His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure, and The Corporation of the Municipality of West Elgin for the Provision and Use of Housing-Enabling Water Systems Fund (HEWSF)

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

Whereas it is deemed expedient that The Corporation of the Municipality of West Elgin enters into an Agreement with His Majesty the King in Right of Ontario as represented by the Minister of Transportation for the purposes of providing monies to the Corporation of the Municipality of West Elgin through the Housing-Enabling Water Systems Fund (HEWSF); and

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

1. That the Corporation of the Municipality of West Elgin hereby authorizes the agreement with His Majesty the King in Right of Ontario as represented by the Minister of Transportation, in the form of an agreement titled Ontario Transfer Payment Agreement, Housing-Enabling Water Systems Fund: Intake 2 Top-Up, identified as Schedule "A" attached hereto and forming an integral part of this By-law.
2. That the Mayor and Clerk are hereby authorized and directed to execute such agreement and any related documents and affix the Seal of the Corporation of the Municipality of West Elgin thereto.
3. This by-law shall come into force and effect on March 12, 2026.

Read a first, second, and third time and passed this 12th day of March, 2026.

Richard Leatham, Mayor

Terri Towstiuć, Clerk

**ONTARIO TRANSFER PAYMENT AGREEMENT
HOUSING-ENABLING WATER SYSTEMS FUND: INTAKE 2 Top-Up**

THE AGREEMENT is effective as of the _____ day of _____, 20__.

BETWEEN:

His Majesty the King in right of Ontario
as represented by the **Minister of Infrastructure**

(the “Province”)

- and -

CORPORATION OF THE MUNICIPALITY OF WEST ELGIN

(the “Recipient”)

BACKGROUND

The Housing-Enabling Water Systems Fund (HEWSF) is an application-based program designed to help municipalities repair, rehabilitate, and expand core water, wastewater, and stormwater infrastructure.

Projects funded through the program aim to unlock more housing opportunities, support the province’s growing population, protect communities, and enhance economic growth.

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

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

Schedule “A” - General Terms and Conditions

Schedule "B" -	Project Specific Information and Additional Provisions
Schedule "C" -	Project Description and Financial Information
Schedule "D" -	Eligible and Ineligible Costs
Schedule "E" -	Milestone Payment Plan
Schedule "F" -	Reporting Requirements
Schedule "G" -	Communications Protocol
Schedule "H" -	Indigenous Consultation Protocol

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

2.0 CONFLICT OR INCONSISTENCY

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

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

3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES

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

3.2 Electronic Signatures. This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

- (a) a manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Party;

- (b) a digital signature placed in the respective signature line of this Agreement, including:
 - (i) the name of the authorized signing officer typed in the respective signature line of this Agreement,
 - (ii) an image of a manual signature inserted in the respective signature line of this Agreement,
 - (iii) an Adobe signature of an authorized signing officer, or
 - (iv) any other digital signature of an authorized signing officer with the other Party's prior written consent, and this Agreement delivered by email to the other Party; or
- (c) any other means with the other Party's prior written consent.

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

- 5.1 Acknowledgement.** The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project;

- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

**HIS MAJESTY THE KING IN RIGHT OF
ONTARIO**, as represented by the Minister of
Infrastructure

Date:

p.p. Trevor Fleck, Assistant Deputy Minister
The Honourable Todd McCarthy
Minister of Infrastructure

**CORPORATION OF THE MUNICIPALITY OF
WEST ELGIN**

Date: _____

Name: _____
Title: _____

I have authority to bind the Recipient.

Date: _____

Name: _____
Title: _____

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpretation:

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

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

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

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

"Construction Contract Award Deadline" means the construction contract award deadline set out in Schedule "E".

"Contract" means an agreement between the Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that the Recipient wants to pay using the Funds under this Agreement.

"Effective Date" means the date set out at the top of the Agreement.

“Eligible Costs” means the costs in respect of the Project that the Recipient has incurred and paid and that are eligible for payment under the terms and conditions of the Agreement, and that are further described in Schedule “D”.

“Event of Default” has the meaning ascribed to it in section A13.1.

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

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

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

“Indigenous Community”, includes First Nation, Métis, and Inuit communities or peoples of Canada.

“Indigenous Consultation Record” means a document that summarizes the Recipient’s consultation and engagement activities, including a list of Indigenous Communities consulted, concerns raised, and how each of the concerns have been addressed or, if not addressed, an explanation as to why not;

“Ineligible Costs” means the costs in respect of the Project that are ineligible for contribution by the Province under the terms and conditions of the Agreement, and that are described in Schedule “D”.

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

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

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding

that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

“Project” means the undertaking described in section C1.0 of Schedule “C”.

“Project Start Deadline” means the project start deadline set out in Schedule “B”.

“Project Completion Deadline” means the project completion deadline set out in Schedule “B”.

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

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

“Requirements Of Law” means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

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

- (a) the full power and capacity to enter into the Agreement; and

- (b) taken all necessary actions to authorize the execution of the Agreement, including passing a municipal by-law authorizing the Recipient to enter into the Agreement.

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

- (a) procedures to enable the Recipient to manage Funds prudently and effectively;
- (b) procedures to enable the Recipient to complete the Project successfully;
- (c) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (d) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (e) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

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

A2.5 Adverse Fact or Event. The Recipient will inform the Province immediately of any fact or event of which it is aware that has or will compromise, wholly or in part, the Project.

A3.0 TERM OF THE AGREEMENT

A3.1 Term. The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0 or Article A13.0.

A3.2 Project Deadlines. The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the Project construction contracts that account for the bulk of the construction work by the Construction Contract Award Deadline; and
- (c) complete the Project by the Project Completion Deadline.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof required pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province is not obligated to provide instalments of Funds until it has received confirmation that an Environmental Assessment is complete or exempt;
 - (i) Payments will be held until a Notice of Completion is received by MOI and 60 days have passed since the Notice of Completion was issued.
- (d) the Province may adjust the amount of Funds it provides to the Recipient in connection with any Payment Milestone based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;

- (c) spend the Funds only in accordance with the Eligible Costs;
- (d) not use the Funds to cover any cost that has been or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest-Bearing Account. If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest-bearing account in the name of the Recipient at a Canadian financial institution.

A4.4.1 Use of Interest. Unless otherwise directed by the Province by Notice, if the Recipient earns any interest on the Funds, the Recipient must use any interest earned on Eligible Costs.

A4.5 Interest. Upon Notice to the Recipient by the Province, if the Recipient earns any interest on the Funds, the Province may do either or both of the following:

- (a) deduct an amount up to the interest earned from any further instalments of Funds;
- (b) demand from the Recipient the payment of an amount up to the interest earned.

A4.6 Recipient's Acknowledgement of Responsibility for Project. The Recipient will, in respect of the Project, assume full responsibility for the Project, including, without limitation:

- (a) complete, diligent, and timely Project implementation within the costs and timelines specified in the Agreement and in accordance with all other terms and conditions of the Agreement;
- (b) all of the costs of the Project, including, without limitation, unapproved expenditures, Ineligible Costs, cost escalations and cost overruns, if any;
- (c) subsequent operation, maintenance, repair, rehabilitation, construction, demolition, or reconstruction, as required and in accordance with industry standards, and any related costs for the full lifecycle of the Project; and
- (d) the engineering work being undertaken in accordance with industry standards.

A4.7 Rebates, Credits, and Refunds. The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A4.8 Increase in Project Costs. If, at any time during the Term, the Recipient determines that it will not be possible to complete the Project due to cost escalations or cost overruns (a “**Shortfall**”), the Recipient will immediately notify the Province of that determination. The Province may exercise one or more of the remedies available to it pursuant to section A13.2.

A4.9 Retention of Contribution. The Province will retain 15% of the Maximum Funds in respect of the Project (“**Holdback**”) up until the following conditions have been met:

5.2 the Recipient has fulfilled all of its obligations under the Agreement for the Project; and

5.3 the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

A4.10 Final Reconciliation and Adjustments. Without limiting the rights of the Province under this Agreement or otherwise, following receipt and satisfactory review of the Final Report and supporting material by the Province, the Province will carry out a final reconciliation of payment in respect of the Project and make any adjustments required in the circumstances.

A5.0 RECIPIENT’S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services or both with the Funds, it will:

- (a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
- (b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;

- (d) Require that any parties to those Contracts comply with all Requirements Of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7.0 of this Schedule "A".

A5.3 Disposal of Assets. The Recipient will not, without the Province's prior consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule "B" at the time of purchase.

A6.0 CONFLICT OF INTEREST

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

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

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B”:
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;
- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles applicable in Canada; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

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

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

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

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

A7.6 Cooperation. To assist the Province in respect of its rights provided for in

section A7.5, the Recipient will cooperate with the Province by:

- 5.4 ensuring that the Province has access to the records and documents wherever they are located;
- 5.5 assisting the Province to copy records and documents;
- 5.6 providing to the Province, in the form the Province specifies, any information the Province identifies; and
- 5.7 carrying out any other activities the Province requests.

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

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

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 Communications Protocol. The Parties agree to be bound by the terms and conditions of the communications protocol provided for in Schedule "G" (Communications Protocol).

A9.0 INDIGENOUS CONSULTATION

A9.1 Indigenous Consultation Protocol. The Parties agree to be bound by the terms and conditions of the Indigenous Consultation Protocol provided for in Schedule "H" (Indigenous Consultation Protocol).

A9.2 Legal Duty to Consult. In the event that the Province determines that a legal duty to consult and, where appropriate, accommodate Indigenous Communities (the "Duty to Consult") arises in respect of the Province's proposed funding of the Project:

- (a) no site preparation, removal of vegetation or construction will occur in respect of the Project until the Province provides confirmation in writing to the Recipient otherwise;
- (b) the Province may, in writing, require the Recipient to suspend further site preparation, removal of vegetation or construction pending completion of the required consultation;
- (c) despite section A.4.1, if the Province has not provided confirmation in writing to the Recipient that site preparation, removal of vegetation or

construction may begin or resume, the Province has no obligation to pay any Eligible Costs that are capital costs incurred during that period, as determined by the Province; and,

- (d) the Province must be satisfied that:
 - (i) Indigenous Communities have been notified and, if applicable, consulted;
 - (ii) where consultation has occurred, the Recipient has provided an Indigenous Consultation Record;
 - (iii) the Recipient is carrying out accommodation measures, where appropriate; and
 - (iv) any other information has been provided which the Province may deem appropriate.

A10.0 INDEMNITY

A10.1 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A11.0 INSURANCE

A11.1 Insurance. The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out in Schedule “B” per occurrence, which commercial general liability insurance policy will include the following:

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

- (d) at least 30 days' written notice of cancellation.

A11.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage required by section A11.1; or
 - (ii) other proof that confirms the insurance coverage required by section A11.1; and
- (b) in the event of a Proceeding, and upon the Province's request, the Recipient will provide to the Province a copy of any of the Recipient's insurance policies that relate to the Project or otherwise to the Agreement, or both.

A12.0 TERMINATION ON NOTICE

A12.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving 30 days' Notice to the Recipient.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

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

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any

Funds the Recipient used, but did not use in accordance with the Agreement;

- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A13.3 Opportunity to Remedy. If, pursuant to section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,
- (d) the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A13.5 When Termination Effective. Termination under Article A13.0 will take effect as provided for in the Notice.

A14.0 FUNDS UPON EXPIRY

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

A15.0 DEBT DUE AND PAYMENT

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,
- (c) such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

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

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

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

A16.0 NOTICE

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

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

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

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

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

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

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

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

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

A18.0 SEVERABILITY OF PROVISIONS

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

A19.0 WAIVER

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

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

A20.0 INDEPENDENT PARTIES

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

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

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

5.9 the Recipient's heirs, executors, administrators, successors, and permitted assigns; and

(a) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

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

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

(a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A24.0 JOINT AND SEVERAL LIABILITY

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

A25.0 RIGHTS AND REMEDIES CUMULATIVE

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

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

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

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.7, A4.9, A4.10, section A5.3, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e),

(f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$2,898,964.00
Expiry Date	March 31, 2030
Project Start Deadline	September 30, 2025
Project Completion Deadline	March 31, 2029
Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”	\$50,000
Insurance	\$2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Manager, Housing Enabling Program Delivery Unit</p> <p>Address: Ministry of Infrastructure Program Policy and Development Branch 777 Bay St Toronto, ON M5G 2E5</p> <p>Email: HEWS@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Dave Charron, Manager of Infrastructure and Development</p> <p>Address: 22413 Hoskins Line Line Rodney, ON N0L 2C0</p> <p>Email: dcharron@westelgin.net</p>

Additional Provisions:

None

SCHEDULE “C”
PROJECT DESCRIPTION AND FINANCIAL INFORMATION

C1.0 PROJECT DESCRIPTION

The Recipient will undertake improvements to stormwater infrastructure in the Municipality of West Elgin. The project involves the installation of approximately 1050 metres of new storm sewer installation along Main Street and Graham Street, and a section extending to the Wilton Drain Outlet. In addition, approximately 165 meters of watermain will be replaced along Chestnut Street and the end of Ridge Street. The outcomes of this project will enhance the water system, promote growth, and enable housing.

C2.0 FINANCIAL INFORMATION

C2.1 Total Eligible Costs. The total Eligible Costs means \$3,971,184.00.

C2.2 Province’s Reimbursement Rate. Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 73% of Total Eligible Costs, or up to the Maximum Funds.

C2.3 Combining Funding from Other Government Sources (Stacking). The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 27% recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

**SCHEDULE “D”
ELIGIBLE AND INELIGIBLE COSTS**

D1.0 ELIGIBLE COSTS

D1.1 Eligible Costs are those direct costs that are, in the Province’s sole and absolute discretion, properly and reasonably incurred and paid by the Recipient, are necessary for the successful completion of the Project, and are paid to an arm’s length third party, as evidenced by invoices, receipts or other records that are satisfactory to the Province. Eligible Costs do not include Ineligible Costs. Eligible Costs include the following costs incurred and paid after April 1, 2023:

- (a) Costs associated with the planning, environmental assessments, design and engineering, project management, materials and construction of the Project;
- (b) Costs associated with Indigenous consultation related to the Project; and
- (c) Costs associated with any compliance audit undertaken in accordance with Article F3.0.

D2.0 INELIGIBLE COSTS

D2.1 Unless a cost is considered an Eligible Cost pursuant to section D1.1, such cost will be an Ineligible Cost. Without limiting the discretion of the Province in section D1.1, the following costs are Ineligible Costs and are therefore ineligible to be paid from the Funds:

- (a) All capital costs, including site preparation, removal of vegetation and construction costs, prior to confirmation in writing from the Province to the Recipient that site preparation, removal of vegetation or construction may begin or resume, as described in section A9.2;
- (b) Financing and financing charges, debt restructuring, loan interest payments bank fees, and legal fees including those related to easements;
- (c) Costs associated with operating expenses for assets and regularly scheduled maintenance work;
- (d) Costs of relocating entire communities;
- (e) Planning costs, if not tied to a capital project (i.e., planning-only project submitted);

- (f) Land acquisition; leasing land, buildings and other facilities; real estate fees and related costs;
- (g) Leasing equipment other than equipment directly related to the construction of the Project;
- (h) Costs related to furnishing and non-fixed assets which are not essential for the operation of the asset/Project;
- (i) Any overhead costs, including salaries and other employment benefits of any employees of the Recipient, any direct or indirect operating or administrative costs of the Recipient, and more specifically any costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by the Recipient's staff;
- (j) Any goods and services costs which are received through donations or in kind;
- (k) Provincial sales tax, goods and services tax, or harmonized sales tax; and
- (l) Any costs eligible for rebates.

**SCHEDULE “E”
MILESTONE PAYMENT PLAN**

E1.0 MILESTONE PAYMENTS

E1.1. The table below sets out the milestones and, if the conditions for achieving the milestone are met, the amount that the Recipient is entitled to be paid in connection with the completion of that milestone, subject to the Recipient’s compliance with the terms of the Agreement, calculated as a percentage of the Maximum Funds.

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule “F” for more detail)
Milestone 1: Execution of the Agreement.	25% of the Maximum Funds.	The following documentation is required prior to execution of the Agreement: <ul style="list-style-type: none"> • Municipal by-law as described in section A2.2(b), and • Initial Project Report as described in Schedule “F”. • Any other reporting requested by the Ministry.
Milestone 2: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Spring 2025 or Fall 2025 Project Progress Report.	Up to 60% of the Maximum Funds. The payment amount is subject to the adjustments set out in section A4.2(c).	<ul style="list-style-type: none"> • Construction Contract Award Documentation, • Spring 2026 or Fall 2026 Project Progress Report, including a revised expenditure forecast, and • Any other reporting requested by the Ministry.
Milestone 3: Subject to the terms and conditions of this Agreement, following the receipt, to the satisfaction of the	Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.	<ul style="list-style-type: none"> • Final Report, • Compliance with the Financial Information Return (FIR); • Compliance audit documentation if

Province, of the Final Report.	The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.	required by the Province, and <ul style="list-style-type: none"> • Any other reporting requested by the Ministry.
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**SCHEDULE “F”
REPORTING REQUIREMENTS**

F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
Initial Project Report	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
Council By-Law	Municipal by-law as described in section A2.2(b).	Prior to execution of the Agreement.
Executed Agreement	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

F2.0 REPORTS

F2.1 Reporting Requirements. The Recipient will submit to the Province the following Reports in a format to be provided by the Province and in accordance with the timelines below.

Required Documentation	Description	Submission Timeframe
Construction Contract Award Documentation	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	This documentation is due within 60 Business Days of awarding the Project construction contracts that account for the bulk of the construction work and must be awarded no later than September 30, 2026. Required for Milestone 2 payment.
Project Progress Report	A report that includes: <ul style="list-style-type: none"> • an update on the Project’s status and signage status; • Revised expenditure forecast, which must be based on contracts awarded to complete the Project; • interest earned on the Funds; and 	Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project. This Report is due within 30 Business Days of a written notice from the Province unless otherwise indicated by the Province.

	<ul style="list-style-type: none"> any other information as requested by the Province. 	A Project Progress Report is required for the Milestone 2 payment.
Final Report	A report that summarizes the Project's final timelines, costs, project and signage photos, and outcomes, and includes the information required under the Project Progress Reports.	This Report is due within 60 Business Days of the Project Completion Period. Required for Milestone 3 payment.
Other Reports	Reports with such content as may be requested by the Province, which may include an Indigenous Consultation Record.	Within the timeframe requested in a written notice from the Province.

F3.0 COMPLIANCE AUDIT

F3.1 **Financial Information Return.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) for the preceding two fiscal years.

F3.2 **Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province will suspend the payment of Funds until the FIR are satisfactorily completed.

F3.3 **Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the project completion date.

Additional compliance audits may be conducted by the Province at its sole discretion, for which the Recipient shall assist and disclose any information requested by any independent auditor.

F3.4 **Requirements of Compliance Audit.** Each compliance audit will be conducted in accordance with Canadian Generally Accepted Auditing Standards, as adopted by the Canadian Institute of Chartered Accountants, applicable as of the date on which a record is kept or required to be kept under such standards. In addition, each compliance audit will assess the Recipient's compliance with the terms of the Agreement and will prepare a report that addresses, without limitation:

- (a) whether the Funds were spent in accordance with the Agreement;
- (b) the progress or state of completion of the Project;
- (c) whether the financial information the Recipient provided to the Province was complete, accurate, and provided in a timely manner;
- (d) whether the Recipient's information and monitoring processes and systems are adequate to carry out its obligations under the Agreement;
- (e) the Recipient's overall management and administration of the Project;
- (f) recommendations for improvement or redress of non-compliance of the terms of the Agreement by the Recipient; and
- (g) whether the Recipient took timely corrective action on any prior audit findings, if any.

SCHEDULE “G” COMMUNICATIONS PROTOCOL

G1.0 DEFINITIONS

G1.1 **Definitions.** For the purposes of this Schedule “G” (Communications Protocol):

“**Joint Communications**” means events, news releases, and signage that relate to the Agreement that are not operational in nature, and that are collaboratively developed and approved by the Province and the Recipient.

“**Communications Activities**” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, and all related communication materials under the Agreement.

“**Contentious Issues**” means matters that are, or may reasonably be expected to be, of concern to the Legislative Assembly or the public, or are likely to result in inquiries being directed to the Minister or the provincial government.

Contentious Issues may be raised by:

- Members of the Legislative Assembly
- The public
- Media
- Stakeholders
- Service delivery partners

G2.0 PURPOSE

G2.1 **Purpose.** This communications protocol outlines the roles and responsibilities of each of the Parties to the Agreement in respect of Communications Activities related to the Project.

G2.2 **Guidance.** This communications protocol will guide all planning, development and implementation of Communications Activities with a view to ensuring efficient, structured, continuous, consistent, and coordinated communications to the public.

G2.3 **Application to Communications Activities.** The provisions of this communications protocol apply to all Communications Activities related to the Agreement and the Project.

G3.0 GUIDING PRINCIPLES

- G3.1 **Information to public.** Communications Activities undertaken through this communications protocol should ensure that the public are informed about the Project's benefits, including the ways in which the Project helps improve their quality of life.
- G3.2 **Factors to Consider.** The scale and scope of Communications Activities undertaken for any Project will take into consideration the financial value, scope and duration of the Project and the feasibility of Joint Communications for such Communications Activities.
- G3.3 **Deficiencies and Corrective Actions.** The Province will communicate to the Recipient any deficiencies or corrective actions, or both, identified by the Province or, as applicable, the Committee.
- G3.4 **Approval of Communications Material.** The announcement or publication of the Project must be approved by the Parties prior to being carried out.
- G3.5 **Costs of Communication Activities.** With the exception of advertising campaigns outlined in Article G.9.0 (Advertising Campaigns), the costs of Communication Activities and signage will follow the eligibility rules established in Schedule "D" (Eligible and Ineligible Costs).

G4.0 JOINT COMMUNICATIONS

- G4.1 **Subject Matter.** The Parties may have Joint Communications about the funding and status of the Project, including recognition of key project milestones.
- G4.2 **Prior Knowledge and Agreement.** Joint Communications in respect of the Project should not occur without the prior knowledge and agreement of the Parties.
- G4.3 **Recognition of the Province's Contributions.** All Joint Communications material must be approved by the Province and will recognize the Province's contribution to the Project.
- G4.4 **Notice and Timing.** The Recipient and the Province may request Joint Communications. The Party requesting the Joint Communications will provide at least 15 Business Days' notice to the other Party. If the Communications Activity is an event, it will take place at a date and location mutually agreed to by the Parties.
- G4.5 **Participation and Representatives.** The Party requesting a Joint Communications will provide the opportunity for the other Party to choose to

participate and, if they do so choose, their own designated representative (in the case of an event).

G4.6 **English and French.** The Province has an obligation to communicate in English and French. Communications products related to events must be bilingual in many instances. In such cases, the Province will provide the translation services and final approval on products.

G5.0 INDIVIDUAL COMMUNICATIONS

G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.

G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.

G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.

G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

G6.0 OPERATIONAL COMMUNICATIONS

G6.1 **Responsibility of Recipient.** The Recipient is solely responsible for operational communications in respect of the Project, including but not limited to calls for tender, contract awards, and construction and public safety notices.

G7.0 MEDIA RELATIONS

G7.1 **Significant Media Inquiry.** The Province and the Recipient will share information promptly with the other Party if significant media inquiries are received or if emerging contentious issues arise in respect of a Project. Significant media inquiries include, but are not limited to, contentious media requests where either or both the province and the recipient are implicated. Note that any media request that impacts or falls under the purview of the province (e.g., program guidelines, funding allocations) must be shared with each partner to determine who is best positioned to respond.

G8.0 SIGNAGE

G8.1 **Recognition of Funding Contribution.** The Parties agree that the Province and the Recipient may each have signage recognizing their funding contribution in respect of the Project.

G8.2 **Funding Recognition.** Unless otherwise agreed by the Province, the Recipient will produce and install a sign to recognize the funding contributed by the Province at the Project site in accordance with, as applicable, their current respective signage guidelines. Provincial sign design, content, and installation guidelines will be provided by the Province.

G8.3 **Notice of Sign Installation.** The Recipient will inform the Province of sign installations, including providing the Province with photographs of the sign once the sign has been installed.

G8.4 **Timing for Erection of Sign.** If erected, signage recognizing the Province's contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 90 days after construction is completed and the infrastructure is fully operational or opened for public use.

G8.5 **Size of Sign.** If erected, signage recognizing the Province's respective contribution will be at least equivalent in size and prominence to Project signage for contributions by other orders of government and will be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

G8.6 **Responsibility of Recipient.** The Recipient is responsible for the production and installation of Project signage, and for maintaining the signage in a good state of repair during the Project, or as otherwise agreed upon.

G9.0 ADVERTISING CAMPAIGNS

G9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the

Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

SCHEDULE “H”
INDIGENOUS CONSULTATION PROTOCOL

H1.0 INDIGENOUS CONSULTATION

- H1.1 **Procedural Aspects of Consultation.** If consultation with Indigenous Communities is required, the Recipient agrees that:
- (a) the Province may delegate certain procedural aspects of the consultation to the Recipient; and
 - (b) the Province will provide the Recipient with an initial list of the Indigenous Communities the Recipient will consult.
- H1.2 **Development of Indigenous Consultation Plan.** The Province, based on the scope and nature of the Project, may require the Recipient, in consultation with the Province, to develop and comply with an Indigenous consultation plan (“**Indigenous Consultation Plan**”).
- H1.3 **Provision of Plan to Province.** If, pursuant to section H1.2, the Province provides Notice to the Recipient that an Indigenous Consultation Plan is required, the Recipient will, within the timelines provided in the Notice, provide the Province with a copy of the Indigenous Consultation Plan.
- H1.4 **Changes to Plan.** The Recipient agrees that the Province, in its sole discretion and from time to time, may require the Recipient to make changes to the Indigenous Consultation Plan.
- H1.5 **Requirement for Indigenous Consultation Record.** If consultation with an Indigenous Community is required, the Recipient will maintain an Indigenous Consultation Record and provide such record to the Province, and any update to it, as part of its reporting to the Province pursuant to section F2.1.
- H1.6 **Notification to and Direction from the Province.** The Recipient will immediately notify the Province:
- (a) of contact by Indigenous Communities regarding the Project; or
 - (b) of any Indigenous archaeological resources that are discovered in relation to the Project,
- and, in either case, the Recipient agrees that the Province may direct the Recipient to take such actions as the Province may require. The Recipient will comply with the Province's direction.

H1.7 **Direction from the Province and Contracts.** In any Contract, the Recipient will provide for the Recipient's right and ability to respond to direction from the Province as the Province may provide in accordance with section H1.6.

IMPORTANT INFORMATION REGARDING YOUR AGREEMENT HOUSING-ENABLING WATER SYSTEMS FUND – INTAKE 2

Project Description (Schedule “C”):

Ensure the description of your project noted in Schedule “C” is accurate and complete. The amount of funding you will receive is contingent on completion of the project described in this Schedule, and only activities noted will be eligible. Your proposed project description may have been revised from the information submitted as part of your application based on the eligibility of project components. The description in your Agreement supercedes all prior information shared with the Province, and only the work described in the Agreement will be funded, subject to eligibility requirements being met. If changes to the project description noted in Schedule “C” are required, contact your Senior Program Analyst immediately to request a revision.

Insurance (Schedule “A”):

Article A11 of Schedule “A” outlines the insurance requirements for the project. Ensure that the required insurance is in place prior to the start of the project. Note: Updated active insurance must always be on file and the Province may request at any time during the Term of the Agreement.

Cost Eligibility (Schedule “D”):

Schedule “D” sets out the costs that are eligible and ineligible under this funding agreement. No costs incurred prior to April 1, 2023 are eligible and construction costs must occur after the Province has confirmed in writing that it is satisfied that all Duty to Consult requirements have been met.

Milestone Payments (Schedule “E”):

Schedule “E” outlines the milestone payment plan. Note that the timing of payments corresponds with specific project activities being met and reporting being submitted. Payments will not flow until after the satisfactory review of the submitted requirements and payment amounts may be adjusted.

Reporting (Schedule “F”):

Schedule “F” provides details on the type of reporting that you will be required to provide to the Province. These reporting requirements must be met in order to receive funding. The Province will direct the format and timelines for reporting. Regular progress reporting must be completed within the Transfer Payment Ontario online platform.

Compliance Audit (Schedule “F”):

Article F3.3 of Schedule “F” indicates that the Recipient may be required to engage the services of an external auditor to conduct a final compliance audit upon reaching the project completion date. The Province will communicate this condition with the Recipient should this be required.

Communications / Signage (Schedule “G”):

Schedule “G” outlines the communication requirements for the project. Funding provided by the provincial government must be recognized in the format of project signage. The costs of signage are considered an eligible project cost within your approved funding allocation so long as such costs are billed by a third-party vendor.

Timing for Installation of Sign. Signage recognizing the Province’s contributions will be installed at the Project site(s) 30 days prior to the start of construction, be visible for the duration of the Project, and remain in place until 90 days after construction is completed and the infrastructure is fully operational or open for public use.

Indigenous Consultation (Schedule “H”):

Schedule “H” outlines the Indigenous Consultation requirements for the project. Any required Indigenous Consultation must be complete prior to the start of any project construction work. In addition, capital costs are not eligible for reimbursement and no site preparation, removal of vegetation or construction can occur until the Province has confirmed in writing that it is satisfied that all Duty to Consult requirements have been met.



The Corporation of the Municipality of West Elgin

By-Law No. 2026-14

Being a By-Law to Provide for an Interim Tax Levy for 2026

Whereas Section 317 of the *Municipal Act*, S.O. 2001, c.25, as amended, provides that the Council of a local municipality before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes.; and

Whereas Section 317(3) of the *Municipal Act* provides that the amounts levied on a property shall not exceed 50% of the total taxes for municipal and school purposes levied on the property in the year 2025; and

Whereas the Council of this municipality deems it appropriate to provide for such interim levy on the assessment of property in this municipality;

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

The amounts levied on all rateable assessment shall be as follows:

1. For all property classes there shall be imposed and collected an interim levy on each property equal to the prescribed percentage, or 50% if no percentage is prescribed, of the total taxes for municipal and school purposes levied on the property for the previous year.
2. The Interim Levy on the properties classed as Commercial, Industrial or Multi Residential shall be adjusted by 50% of the 2025 entitlement under the capping legislation provisions.
3. That interim taxes will be payable in two instalments to be due March 31, 2026 and June 30, 2026.
4. There shall be imposed on all taxes interest as per By-law 2003-06 on the first day of default and on the first day of each calendar month during which the default continues.
5. The Treasurer may mail or cause to be mailed to the address of the residence or place of business of each person taxes under this by-law, a notice specifying the amount of taxes payable.

6. The notice to be mailed under this by-law shall contain the particulars provided for in this by-law and the information required to be entered as per Section 343 of the *Municipal Act*.
7. The subsequent levy for 2025 to be made under the *Municipal Act* shall be reduced by the amount to be raised by the levy imposed by this by-law.
8. The provisions of Section 317 of the *Municipal Act*, as amended apply to this by-law with necessary modifications.
9. The Treasurer shall be authorized to accept part payment from time to time on account of any taxes due and to give a receipt of such part payment, provided that acceptance of any such part payment shall not affect the collection of any percentage charge imposed and collectable under Section 4 of this by-law in respect of non-payment or late payment of any taxes or any instalment of taxes.
10. Nothing in this by-law shall prevent the Treasurer from proceeding at any time with the collection of any tax, or any part thereof, in accordance with the provisions of the statutes and by-laws governing the collection of taxes.
11. In the event of any conflict between the provisions of this by-law and any other by-law, the provisions of this by-law shall prevail.
13. That this by-law will take effect upon the final passing thereof and may be cited as the "2026 Interim Tax Levy By-law."

Read a first, second, and third time and finally passed this 12^h day of March, 2026.

Richard Leatham, Mayor

Terri Towstiuc, Clerk



MUNICIPALITY OF West Elgin

The Corporation of The Municipality of West Elgin

By-Law No. 2026-15

Being a By-Law to confirm the proceedings of the Regular Meeting of Council held on March 12, 2026.

Whereas Section 5(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be exercised by council; and

Whereas Section 5(3) of the Municipal Act, the powers of Council shall be exercised by by-law; and

Whereas it is deemed expedient that proceedings of Council of the Corporation of the Municipality of West Elgin as herein set forth be confirmed and adopted by by-law.

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

1. That the actions of the Regular meeting of Council held on March 12, 2026, 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 12th day of March 2026.

Richard Leatham, Mayor

Terri Towstiuc, Clerk