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**ORDERS OF THE DAY**

**FOR TUESDAY, APRIL 20, 2021 – 9:00 A.M.**

**ORDER**

- 1st Meeting Called to Order
- 2nd Adoption of Minutes
- 3rd Disclosure of Pecuniary Interest and the General Nature Thereof
- 4th Presenting Petitions, Presentations and Delegations  
**9:00 a.m. – Municipal Property Assessment Corporation – Brenda Slater**
- 5th Motion to Move Into “Committee Of The Whole Council”
- 6th Reports of Council, Outside Boards and Staff
- 7th Council Correspondence
  - 1) Items for Consideration
  - 2) Items for Information (Consent Agenda)
- 8th **OTHER BUSINESS**
  - 1) Statements/Inquiries by Members
  - 2) Notice of Motion
  - 3) Matters of Urgency
- 9th Closed Meeting Items
- 10th Recess
- 11th Motion to Rise and Report
- 12th Motion to Adopt Recommendations from the Committee Of The Whole
- 13th Consideration of By-laws
- 14th ADJOURNMENT

**Video Conference Meeting – IN-PERSON PARTICIPATION RESTRICTED**

**NOTE FOR MEMBERS OF THE PUBLIC:**

Please click the link below to watch the Council Meeting:

<https://www.facebook.com/ElginCountyAdmin/>

***Accessible formats available upon request.***

**ELGIN COUNTY COUNCIL**

**MINUTES**

**April 6, 2021**

Council Present: Warden Tom Marks (in-person)  
Deputy Warden Dave Mennill (electronic)  
Councillor Duncan McPhail (electronic)  
Councillor Bob Purcell (electronic)  
Councillor Sally Martyn (electronic)  
Councillor Grant Jones (electronic)  
Councillor Mary French (electronic)  
Councillor Dominique Giguère (electronic)  
Councillor Ed Ketchabaw (electronic)

Staff Present: Julie Gonyou, Chief Administrative Officer (in-person)  
Brian Lima, Director of Engineering Services (electronic)  
Stephen Gibson, County Solicitor (electronic)  
Jim Bundschuh, Director of Financial Services (electronic)  
Nancy Pasato, Manager of Planning (electronic)  
Jeff VanRybroeck, CEMC/Fire Training Officer (in-person)  
Katherine Thompson, Manager of Administrative Services (in-person)  
Carolyn Krahn, Legislative Services Coordinator (in-person)

**1. CALL TO ORDER**

Elgin County Council met this 6<sup>th</sup> day of April, 2021 in the Council Chambers, at the County Administration Building, St. Thomas at 9:00 a.m. with Warden Marks in the chair. Some Councillors and staff participated electronically by video conference.

**2. ADOPTION OF MINUTES**

Moved by: Councillor Mennill  
Seconded by: Councillor Jones

RESOLVED THAT the minutes of the meetings held on March 22, 2021 and March 23, 2021 be adopted.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**3. DISCLOSURE OF PECUNIARY INTEREST AND THE GENERAL NATURE THEREOF**

None.

**4. PRESENTING PETITIONS, PRESENTATIONS AND DELEGATIONS**

4.1 Development Charges Background Study and By-Law – Stefan Krzeczunowicz, Hemson

Stefan Krzeczunowicz, Associate Partner – Hemson, presented the results of the Development Charges Background Study including the development forecast, historical service levels, growth-related capital programs, draft development charge rates, rate comparisons, and next steps.

Moved by: Councillor Mennill  
Seconded by: Councillor Purcell

RESOLVED THAT Hemson Consulting Ltd. be directed to prepare a Development Charge Background Study pursuant to section 10 of the Development Charges Act, 1997, based on the growth-related capital program including a phased approach to implementation and associated costs; and

THAT staff be directed to discuss development charges and mechanisms to compensate municipalities for administration and report back to Council.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**5. COMMITTEE OF THE WHOLE**

Moved by: Councillor Jones  
Seconded by: Councillor French

RESOLVED THAT we do now move into Committee of the Whole Council.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**6. REPORTS OF COUNCIL, OUTSIDE BOARDS AND STAFF**

**6.1 Warden’s Activity Report (March) and COVID-19 Update – Warden Marks**

Warden Marks provided a summary of the County’s response to the pandemic as well as a list of events and meetings he attended and organized on behalf of County Council.

Moved by: Councillor Purcell  
Seconded by: Councillor Ketchabaw

RESOLVED THAT the March 31, 2021, report titled, *Warden's Activity Report (March) and COVID-19 Update* submitted by the Warden, be received and filed for information.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**6.2 Review of Environmental Impact Studies – Manager of Planning**

The Manager of Planning provided information regarding Environmental Impact Studies (EIS). An EIS Study is required in circumstances where development proposals may impose adverse effects on natural heritage features. The Manager of planning presented an option for reviewing these studies.

Moved by: Councillor Giguère  
Seconded by: Councillor Purcell

RESOLVED THAT staff be directed to provide a follow up report that details options for the provision of EIS study reviews and fees associated with each option.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**6.3 Hot Mix Asphalt Paving and Surface Treatment Tender Awards – Director of Engineering Services**

The Director of Engineering Services presented a report regarding the tender for hot mix asphalt paving and surface treatment. Three (3) contractors submitted electronic bids for this tender which closed on March 16, 2021. Coco Paving Inc. and Duncor Enterprises submitted the lowest compliant bids for the projects at a total price of \$4,623,000 and \$49,896 respectively.

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Jones

RESOLVED THAT Coco Paving Inc. be awarded Hot Mix Asphalt Paving on various roads, Tender No. 2021-T11 at a total price of \$4,623,000.00 inclusive of a \$50,000 contingency allowance and exclusive of HST; and,

THAT Duncor Enterprises Inc. be awarded Surface Treatment on Avon Drive, Tender No. 2021-T12 at a total price of \$49,896.00 exclusive of HST; and,

THAT the Warden and Chief Administrative Officer be authorized to sign the respective contracts.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

6.4 **2020 County Road Maintenance Expenditures – Director of Engineering Services**

The Director of Engineering Services presented a report summarizing County Road maintenance expenditures as reported by Elgin’s member municipalities for the 2020 calendar year.

Moved by: Councillor Mennill  
Seconded by: Councillor McPhail

RESOLVED THAT the report titled “2020 County Road Maintenance Expenditures” report be received and filed.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**RECESS – COUNCIL RECESSED AT 10:15 A.M. AND RECONVENED AT 10:20 A.M.**

6.5 **Elgin / Riddell – Approval of Commercial Lease – Elgin County Administration Building (Suites 223, 225, and 227) – County Solicitor**

The County Solicitor provided information regarding the consensus reached with Mervin L. Riddell as to the terms of a new two-year commercial lease for the premises currently occupied by Mr. Riddell, as tenant, save and except for storage

space no longer available due to the consequences of the pending elevator improvement project within the County Administration Building.

Moved by: Councillor Martyn  
Seconded by: Councillor Mennill

RESOLVED THAT the March 30, 2021, report titled, *Elgin / Riddell – Approval of Commercial Lease – Elgin County Administration Building*, submitted by the County Solicitor, be received and filed for information;

THAT Elgin County Council approve a new commercial Lease Agreement between Mervin L. Riddell and Elgin County in relation to Suites 223, 225, and 227 in the County Administration Building at 450 Sunset Drive, St. Thomas, Ontario, such Lease Agreement to provide for, amongst other terms, a two-year Term commencing May 1, 2021, and annual rents of \$13,640.29 and \$13,912.94, respectively, for the included lease years; and

THAT Elgin County Council authorize the Warden and Chief Administrative Officer to execute the said Lease Agreement under the guidance of the County Solicitor.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**6.6 Corporate Intranet Development RFP – Project Award – Supervisor of Legislative Services**

The Supervisor of Legislative Services provided background information along with the details regarding the procurement process undertaken regarding the Request for Proposal to build a new password protected portal and intranet site for employees and County Councillors.

Moved by: Councillor Jones  
Seconded by: Councillor Giguère

RESOLVED THAT the provision of services associated with the Corporate Intranet Development, Request for Proposal 2021-P03 submission received from Sandbox Software Solutions in the amount of \$57,156.19 (one-time cost) and \$17,495.00 (annual cost) be awarded; and,

THAT the Warden and Chief Administrative Officer be authorized to sign the supporting agreement.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		

Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**6.7 COVID-19 Emergency Team Planning – March Update – Chief Administrative Officer**

The Chief Administrative Officer provided an update on the County's COVID-19 response. The health and safety of staff remains a top priority, and the Chief Administrative Officer provided details of a survey which was recently issued to staff to help determine how staff are faring a year into the pandemic.

Moved by: Councillor Ketchabaw

Seconded by: Councillor Mennill

RESOLVED THAT the March 31st, 2021, report titled, COVID-19 Emergency Team Planning – March Update, submitted by the Chief Administrative Officer, be received and filed for information.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**7. COUNCIL CORRESPONDENCE**

**7.1 Items for Consideration**

7.1.1 The Municipality of Central Elgin with a letter regarding Temporary Signal Improvements at Carlow Road and Sunset Road Intersections.

7.1.2 The Township of Malahide with a letter regarding the Avon Drive and Putnam Road Intersection.

**Item #1**

Moved by: Councillor Ketchabaw

Seconded by: Councillor Martyn

RESOLVED THAT the Director of Engineering Services be directed to provide a follow up report regarding Central Elgin's request that the County of Elgin make the temporary signal improvements at the Carlow Road and Sunset Road intersections of Warren Street permanent and that the permanent signal improvements at the Carlow Road and Sunset Road intersections of Warren Street be funded, installed and maintained at the expense of the County of Elgin.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		



West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**Item #2**

Moved by: Councillor Mennill  
Seconded by: Councillor Giguère

RESOLVED THAT the Director of Engineering Services investigate speed warrants and/or the potential implementation of other traffic calming measures and intersection control devices at the intersection of Avon Drive (Elgin Road 37) and Putnam Road (Elgin Road 47); and

THAT the Director of Engineering Services report back to Council.

**Recorded Vote**

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**7.2 Items for Information (Consent Agenda)**

7.2.1 The South West LHIN with a Memorandum to Health Service Providers regarding the Transfer Order Notice issued by the Deputy Premier and Minister of Health.

7.2.2 The Ontario Recreation Facilities Association Inc. (ORFA) with an open letter to OFRA Members and Industry Employers.

7.2.3 The County of Elgin and the Ministry of Transportation with a Notice of Online Public Information Centre for the Wonderland Road / Ron McNeil Line / Ford Road / Highway 3 Environmental Assessment Study & Preliminary Design.

7.2.4 Elgin Unifor Local 302 with a letter regarding Community Paramedicine Programs.

Moved by: Councillor Mennill  
Seconded by: Councillor Martyn

RESOLVED THAT Correspondence Item #1-4 be received and filed.

**Recorded Vote**

	Yes	No	Abstain
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Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

## 8. OTHER BUSINESS

### 8.1 Statements/Inquiries by Members

Warden Marks commented on the work being done by SWIFT to improve connectivity in Elgin County, and provided details of a conversation with a resident of Shedden regarding the inconsistencies of fibre deployment in the County.

### 8.2 Notice of Motion

None.

### 8.3 Matters of Urgency

None.

## 9. CLOSED MEETING ITEMS

Moved by: Councillor Purcell  
Seconded by: Councillor French

RESOLVED THAT we do now proceed into closed meeting session in accordance with the Municipal Act to discuss the following matters under Municipal Act Section 239 (2):

### In-Camera Item #1

*(b) personal matters about an identifiable individual, including municipal or local board employees – Fire Training Officer Organizational Update (verbal).*

### In-Camera Item #2

*(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Service Delivery Review – Road Maintenance Agreement Study.*

### In-Camera Item #3

*(h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them – Correspondence.*

### In-Camera Item #4

*(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board – Employment Lands Update (verbal).*

### Recorded Vote

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		

Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

## 10. MOTION TO RISE AND REPORT

Moved by: Councillor Ketchabaw

Seconded by: Councillor French

RESOLVED THAT we do now rise and report.

### Recorded Vote

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

### In-Camera Item #1 – Fire Training Officer Organizational Update (verbal)

Moved by: Councillor Jones

Seconded by: Councillor McPhail

RESOLVED THAT the report from the CEMC/Fire Training Officer be received; and

THAT staff proceed as directed.

### Recorded Vote

		Yes	No	Abstain
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

### In-Camera Item #2 – Service Delivery Review – Road Maintenance Agreement Study

Moved by: Councillor Mennill

Seconded by: Councillor Purcell

RESOLVED THAT staff proceed as directed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère		No	
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		8	1	0

- Motion Carried.

In-Camera Item #3 – Correspondence

Moved by: Councillor Jones  
Seconded by: Councillor Martyn

RESOLVED THAT the correspondence be received.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

In-Camera Item #4 – Employment Lands Update

Moved by: Councillor Jones  
Seconded by: Councillor Purcell

RESOLVED THAT the report from the Chief Administrative Officer be received.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**11. MOTION TO ADOPT RECOMMENDATIONS FROM THE COMMITTEE OF THE WHOLE**

Moved by: Councillor French  
Seconded by: Councillor Mennill

RESOLVED THAT we do now adopt recommendations of the Committee Of The Whole.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**12. CONSIDERATION OF BY-LAWS**

**12.1 By-Law 21-16 – Fees and Charges**

BEING a By-Law to Provide a Schedule of Services and Activities Subject to Fees and Charges by the County of Elgin and to Repeal By-Law No. 20-09 as Amended.

Moved by: Councillor Jones  
Seconded by: Councillor Martyn

RESOLVED THAT By-Law No. 21-16 be now read a first, second and third time and finally passed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**12.2 By-Law 21-17 – Confirming all Actions and Proceedings**

BEING a By-law to Confirm Proceedings of the Municipal Council of the Corporation of the County of Elgin at the April 6, 2021 Meeting.

Moved by: Councillor Mennill  
Seconded by: Councillor McPhail

RESOLVED THAT By-Law No. 21-17 be now read a first, second and third time and finally passed.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

**13. ADJOURNMENT**

Moved by: Councillor French  
Seconded by: Councillor Giguère

RESOLVED THAT we do now adjourn at 11:14 a.m. to meet again on April 20, 2021 at 9:00 a.m.

**Recorded Vote**

		<b>Yes</b>	<b>No</b>	<b>Abstain</b>
Malahide	Dave Mennill	Yes		
West Elgin	Duncan McPhail	Yes		
Dutton Dunwich	Bob Purcell	Yes		
Central Elgin	Sally Martyn	Yes		
Southwold	Grant Jones	Yes		
Aylmer	Mary French	Yes		
Malahide	Dominique Giguère	Yes		
Bayham	Ed Ketchabaw	Yes		
Central Elgin	Warden Marks	Yes		
		9	0	0

- Motion Carried.

---

Julie Gonyou,  
Chief Administrative Officer.

---

Tom Marks,  
Warden.

# ABOUT MPAC

Valuing Ontario Together



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION



# ONTARIO'S PROPERTY ASSESSMENT AND TAXATION SYSTEM



## Government of Ontario

Establishes the province's assessment and taxation laws and determines the education tax rates.



## MPAC

Determines property classifications and assessments for all properties in Ontario in accordance with legislation set by the Ontario government



## Municipalities

Determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services.\*



## Property owners

Pay property taxes that fund community services and education taxes that fund public schools.

\*Provincial Land Tax and levies by local boards are collected in unincorporated areas and contribute toward important services.





# THE NEXT PROVINCE-WIDE ASSESSMENT UPDATE

# PROPERTY ASSESSMENT UPDATE

Property values  
continue to be based  
on the market at:

**JANUARY 1, 2016**

which is our current  
**valuation date.**

# 2020 MUNICIPAL PARTNERSHIPS REPORT

In 2020, the pandemic made our **collaborative relationships** with municipalities more important than ever.

## Read our **2020 Municipal Partnerships Report** to learn about how we:

- Responded to the postponement of the Assessment Update by shifting priorities to meet the needs of municipalities
- Found new ways to access information we needed to capture \$37.3 billion in new assessment across Ontario
- Stayed connected with the municipal sector virtually
- Are transforming the ways we share data with municipalities

**[Click here](#) to read the report or visit [mpac.ca/partnership](https://mpac.ca/partnership)**



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

# 2020 Annual Report



MUNICIPAL  
PROPERTY  
ASSESSMENT  
CORPORATION

[Charting our path through crisis](#)

[Who we are](#)

[COVID-19 response](#)

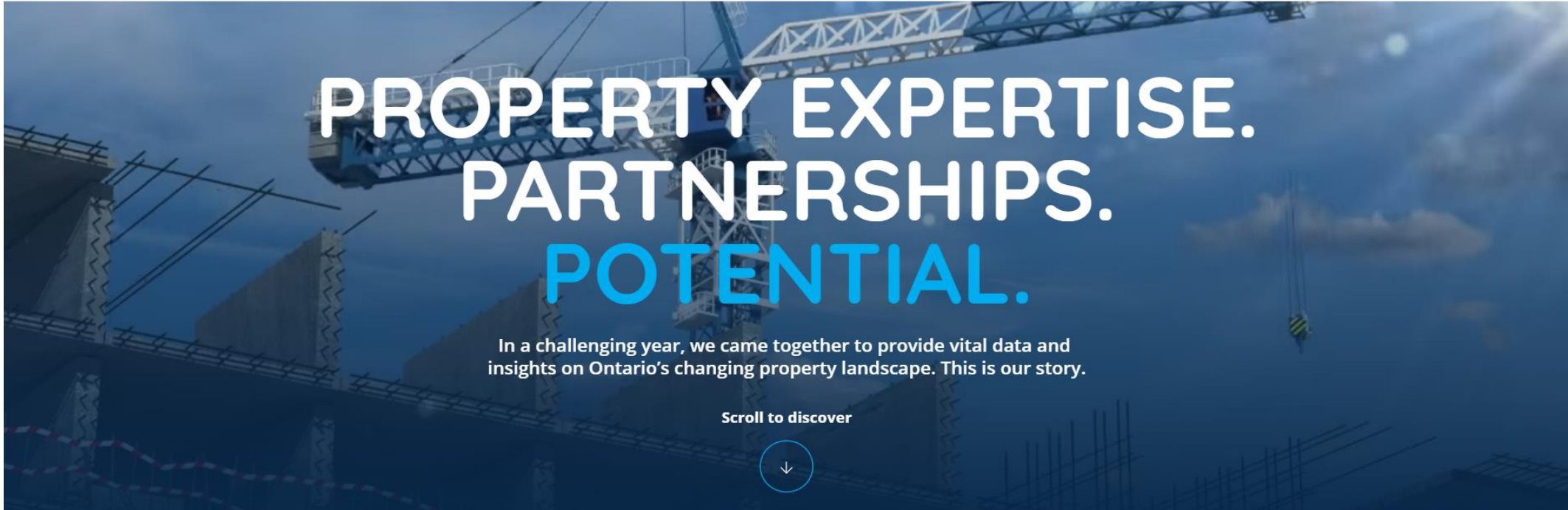
[Putting our people first](#)

[Supporting economic resilience](#)

[Leadership](#)

[Financial highlights](#)

[Contact us](#)



# CONTINUING TO WORK TOGETHER DURING COVID-19

- Digital building plans in WorkSight – over **200 municipalities** participating to date.
- Curbside pick-up program in use by **80 municipalities**.



**Strong Municipal  
Relationships**



**Finding New Ways  
To Collect Data**



# MPAC'S ROLE IN THE BUILDING PERMIT PROCESS

Municipalities rely on MPAC to take their building permits and plans and **turn them into assessment.**



Municipalities tax property owners **based on those assessments.**



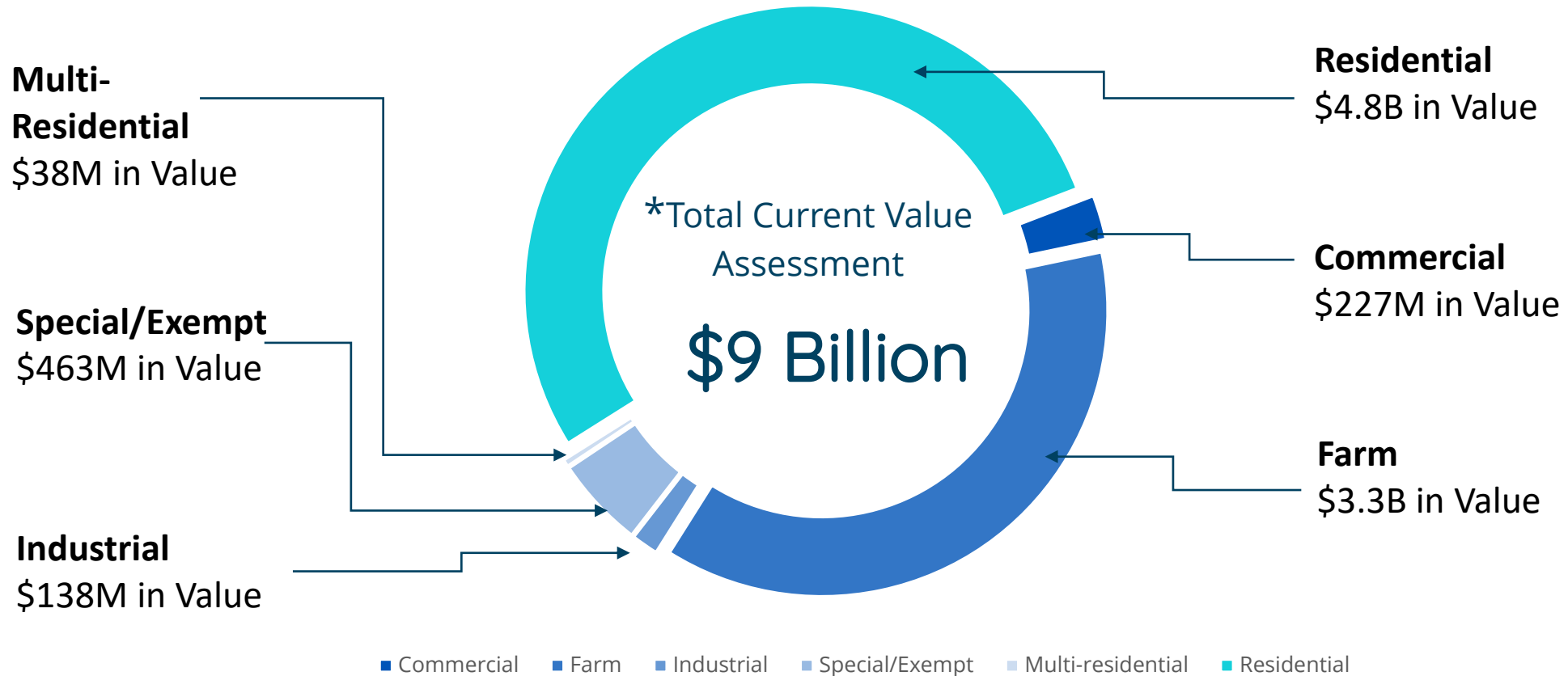
The sooner MPAC can deliver assessments, the sooner **municipalities can realize new revenue.**

MPAC

MUNICIPALITIES



# County of Elgin

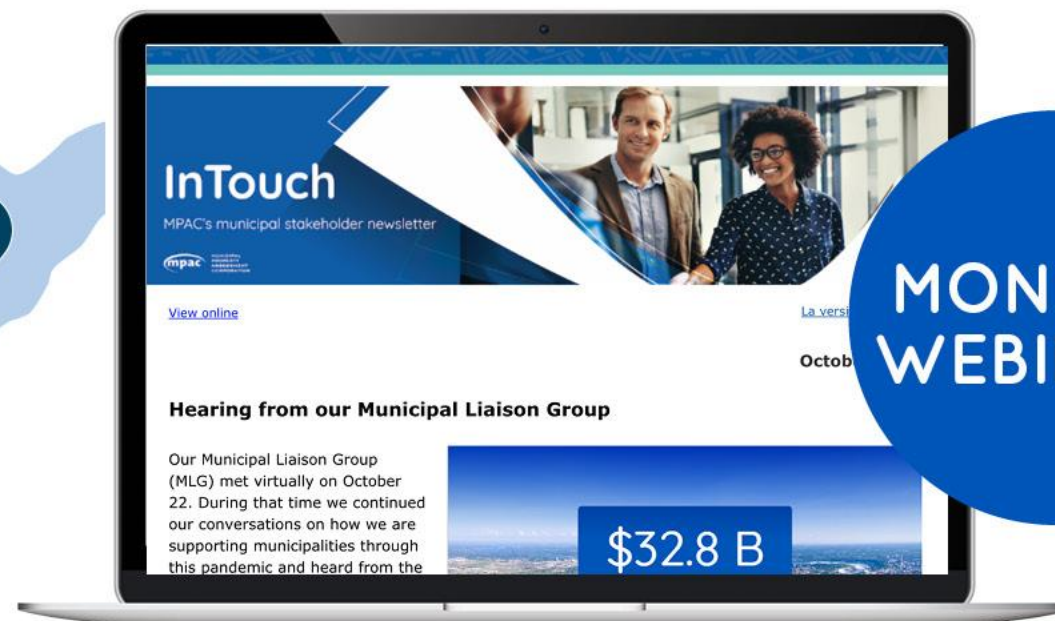


\*2021 Tax Year

\*Destination CVA at time of roll return for 2021 Tax Year based on 2016 Current Value Assessment (CVA)

Our municipal and stakeholder relations teams live and work in your communities and **we're here to help.**

Go to **mpac.ca/municipalities** to find your local Account Manager



**MONTHLY  
WEBINARS**



# We're here to help

Regional Manager  
**Anne Haines, MIMA**  
anne.haines@mpac.ca

Account Manager  
**Brenda Slater, DPA, MIMA**  
brenda.slater@mpac.ca

## **REPORTS OF COUNCIL AND STAFF**

**April 20, 2021**

### **Staff Reports – ATTACHED**

Director of Homes and Seniors Services – Homes – Nursing Policy Manual Review and Revisions

Director of Homes and Seniors Services – Homes – Infection Prevention and Control Manual Review and Revisions

Manager of Planning – Final Plan of Subdivision Approval Kokomo Beach, Phase 2

Manager of Planning – Agreement with Teranet – County of Elgin Registered and Deposited Plan Images

Senior Financial Analyst – Council and Outside Boards Remuneration and Expenses

Director of Financial Services – King George Lift Bridge Debenture

Director of Human Resources – 2021 Employee Benefit Plan Renewal

County Solicitor – Amendments to Woodlands Conservation By-Law 05-03

County Solicitor – Review of Draft Telecommunication Equipment Consent and Road User Agreement

General Manager of Engineering Planning, & Enterprise – Port Stanley Temporary Traffic Signals

General Manager of Engineering Planning, & Enterprise – Thames Sydenham Source Water Protection Committee

Manager of Administrative Services – Corporate Intranet and Password Protected Portal Cost and Annual Licensing Fee

Chief Administrative Officer – School Retention Plan – Elgin County



## REPORT TO COUNTY COUNCIL

**FROM:** Michele Harris, Director of Homes and Seniors Services

**DATE:** April 13, 2021

**SUBJECT:** Homes – Nursing Policy Manual Review and Revisions

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### RECOMMENDATIONS:

THAT the report titled: “Homes – Nursing Policy Manual Review and Revisions” dated April 13, 2021 be received and filed; and,

THAT Council approve the “County of Elgin Homes and Seniors Services Nursing Policy Manual Review and Revisions” for 2020.

---

### INTRODUCTION:

Departmental policy and procedure manuals ensure consistency and quality in the services provided by Elgin County Homes and Seniors Services. As per the Long-Term Care Homes Act (LTCHA), 2007, policies and procedures are to be reviewed annually. This ensures inclusion of Best Practice and legislative guidelines and aligns with the LTCHA and Regulations.

---

### DISCUSSION:

The Homes Nursing policy manual has been reviewed and revised by the Managers of Resident Care for the three (3) County of Elgin Homes, in consultation with public health (where applicable). The revised manual includes revisions to the following policies and procedures:

- Botox Clinics – policy title change to “Neurotoxin Treatment Clinics for Spasticity Management” and updates throughout policy to reflect the use of different neurotoxin treatments including, but not limited to, botox, dysport and xeomin
  - CPAP – Continuous Positive Airway Pressure – updated to include appropriate personal protective equipment
  - Health Record – Chart Order – updated to reflect electronic record assessments
-

- Hot Weather – Monitoring and Prevention of Illness – updated to 2020 Ministry hot weather guidelines
- Hydration Monitoring – update of signs and symptoms of dehydration
- Nurse-Physician/Pharmacist Disagreement – updated reference
- Oxygen Therapy – update of titration goals and notification of respiratory therapy
- Palliative Performance Scale – PPS - updated to align with clinical support tool
- PICC Line- updated references and practice related to flushing of PICC line
- Responsive Behaviours – updated to include reference to staff duress system
- Restraints – Minimizing Restraining of Residents: Use of Restraints and Personal Assistive Devices (PASDs) – updated references and naming of assessment(s)
- Restraints – Minimizing Restraining of Residents: Use of Restraints and Personal Assistive Devices (PASDs) – Appendix B – Audit Tool – updated to align with changes in assessments
- Specimen Collection – updated to include storage of specimen prior to transport
- Subcutaneous Infusion – Insertion of Subcutaneous Needle and Administration of Intermittent Medication – minor wording updates related to process
- Suctioning – minor wording update to align with practice

#### FINANCIAL IMPLICATIONS:

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It is imperative that staff ensure that the requirements of the LTCHA, 2007, including policy review, are met to support compliance and appropriate funding to the LTCH's.

#### ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> <b>Ensuring alignment of current programs and services with community need.</b>  <input type="checkbox"/> <b>Exploring different ways of addressing community need.</b>  <input type="checkbox"/> <b>Engaging with our community and other stakeholders.</b>	<input type="checkbox"/> <b>Planning for and facilitating commercial, industrial, residential, and agricultural growth.</b>  <input checked="" type="checkbox"/> <b>Fostering a healthy environment.</b>  <input checked="" type="checkbox"/> <b>Enhancing quality of place.</b>	<input type="checkbox"/> <b>Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</b>  <input checked="" type="checkbox"/> <b>Delivering mandated programs and services efficiently and effectively.</b>

**LOCAL MUNICIPAL PARTNER IMPACT:**

---

None

**COMMUNICATION REQUIREMENTS:**

---

The revised policy changes will be communicated to staff, residents, visitors and contracted workers as required within the LTCHA, 2007, and, through the online Surge learning education portal.

**CONCLUSION:**

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The nursing policy manual revisions align with the LTCHA, 2007, related Regulations and best practices to support resident and staff safety and service delivery.


The policy manual in its entirety and the noted policy revisions may be reviewed through the County Website <https://www.elgincounty.ca/homes-seniors-services/employee-portal/>

All of which is Respectfully Submitted

Approved for Submission

Michele Harris  
Director of Homes and Seniors Services

Julie Gonyou  
Chief Administrative Officer





## REPORT TO COUNTY COUNCIL

**FROM:** Michele Harris, Director of Homes and Seniors Services

**DATE:** April 13, 2021

**SUBJECT:** Homes – Infection Prevention and Control Manual Review and Revisions

---

### RECOMMENDATIONS:

THAT the report titled: “Homes – Infection Prevention and Control Policy Manual Review and Revisions” dated April 13, 2021 be received and filed; and,

THAT Council approve the “County of Elgin Homes and Seniors Services Infection Prevention and Control Policy Manual Review and Revisions” for 2021.

---

### INTRODUCTION:

Departmental policy and procedure manuals ensure consistency and quality in the services provided by Elgin County Homes and Seniors Services. As per the Long-Term Care Homes Act (LTCHA), 2007, policies and procedures are to be reviewed annually. This ensures inclusion of Best Practice and legislative guidelines and aligns with the LTCHA and Regulations.

---

### DISCUSSION:

The Homes Infection Prevention and Control policy manual has been reviewed and revised by management of the three (3) County of Elgin Homes, in consultation with public health (where applicable) and infection prevention and control consultant. The revised manual includes revisions to the following policies and procedures:

- 1.8 Guidelines for Cleaning Disinfection and Sterilization – updated to best practice and inclusion of a point of care risk assessment (PCRA)
  - 2.1 Chain of Transmission – updated to best practices and reference update
  - 2.2 a Routine Practices – updated PCRA and reference update
  - 2.2 b Routine Practices – Additional Precautions – updated to best practice
  - 2.3 Hand Hygiene – typos, reference update
-

- 2.4 Immunization – Residents – Influenza, Pneumovax, Antiviral – updated policy name and information change to include COVID-19 vaccine
- 2.8 Surveillance – Resident – updated to include COVID-19 screening requirements and reference update
- 2.8 a Surveillance – Staff – updated to include COVID-19 screening requirements
- 2.19 PPE – Gloves – updated to include PCRA
- 2.20 PPE – Gowns - updated to include PCRA
- 2.21 PPE – Face Shields/Protective Eyewear, Masks, Respirators - updated to include PCRA
- 2.22 Personal Protective Equipment for the Healthcare Provider – updated to reflect best practice
- 2.23 Pandemic Prevention and Control – Staff Testing – updated to reflect rapid antigen testing and reference update
- 2.24 Universal Masking for Residents – NEW – to align with public health and Ministry directives for residents during the COVID-19 pandemic
- 3.1 Screening and Surveillance of Infection – policy name update to include new admissions; addition of COVID screening requirements
- 3.2 TB Screening – Staff, Students, Volunteers, External Care Team Providers – updated onboarding process
- 3.3 Surveillance – Daily and Monthly, System for Reporting Infections – typo
- 4.5 Isolation Precautions – updated to best practice
- 4.6 Isolation Guidelines – updated to best practice
- 4.10 Isolation – Resident Visitor Education – updated to include pandemic related education requirements
- 5.1 Outbreak Contingency Plan – minor wording update
- 5.2 Resident and Staff Surveillance – Line Listing – minor wording update
- 5.3 Outbreak Management – General – COVID-19 references, typos
- 5.4 Outbreak Management – Roles and Responsibilities – updated to incorporate COVID-19 requirements, best practice; typos
- 5.5 Respiratory – Outbreak Protocol – Residents and Staff – update to align with best practice
- 5.6 Enteric – Outbreak Protocol – Residents and Staff – update to align with best practice
- 6.0 Acute Respiratory Infection (ARI) – update to include COVID-19 information

## FINANCIAL IMPLICATIONS:

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It is imperative that staff ensure that the requirements of the LTCHA, 2007, including policy review, are met to support compliance and appropriate funding to the LTCH's.

## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input checked="" type="checkbox"/> Fostering a healthy environment.  <input checked="" type="checkbox"/> Enhancing quality of place.	<input type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## LOCAL MUNICIPAL PARTNER IMPACT:

---

None

## COMMUNICATION REQUIREMENTS:

---

The revised policy changes will be communicated to staff, residents, visitors and contracted workers as required within the LTCHA, 2007, and, through the online Surge learning education portal.





## CONCLUSION:

---

The infection prevention and control policy manual revisions align with the LTCHA, 2007, related Regulations and best practices to support resident and staff safety and service delivery.


The policy manual in its entirety and the noted policy revisions may be reviewed through the County Website <https://www.elgincounty.ca/homes-seniors-services/employee-portal/>

All of which is Respectfully Submitted

Michele Harris  
Director of Homes and Seniors Services

Approved for Submission

Julie Gonyou  
Chief Administrative Officer





## REPORT TO COUNTY COUNCIL

**FROM:** Nancy Pasato, Manager of Planning

**DATE:** April 20, 2021

**SUBJECT:** Final Plan of Subdivision Approval  
Kokomo Beach, Phase 2  
George Street, Port Stanley  
Municipality of Central Elgin, County of Elgin  
Owner: 2526485 Ontario Inc.  
File No.:34T-CE1801

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### RECOMMENDATION:

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THAT the report titled “Final Plan of Subdivision Approval Kokomo Beach, Phase 2” from the Manager of Planning, dated April 20, 2021, be received and filed.

### INTRODUCTION:

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This report is to advise County Council that final approval was given for a plan of subdivision in the Municipality of Central Elgin on March 30, 2021. (see attached map)

### DISCUSSION:

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This residential plan of subdivision is comprised of 146 single detached residential lots, three (3) apartment residential blocks, two (2) parkland blocks, one (1) stormwater management block, two (2) future development blocks, and one (1) natural heritage block, all served by five (5) new local streets.

The original draft plan approval for this subdivision was given by Elgin County Council on November 19, 2018. The subject lands are located in the Municipality of Central Elgin (Port Stanley). The first Phase was approved On September 30, 2019 and consisted of 30 single detached lots along George Street. This second Phase consists of 62 single detached lots, two (2) apartment residential blocks, one (1) stormwater management block and one (1) parkland block, all served by three (3) new streets (Sandcastle Key, Breakwater Bouvard, and The Promenade). The County received

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clearance letters from the Municipality of Central Elgin, Kettle Creek Conservation Authority, and Canada Post.

In accordance with By-Law No. 13-28 “A By-Law to Delegate Certain Authorities...” the Manager of Planning has been given the authority to approve final plans of subdivision once all of the conditions of draft plan approval have been met and after clearance letters have been received.

#### **FINANCIAL IMPLICATIONS:**

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None.

#### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

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<b>Serving Elgin</b>	<b>Growing Elgin</b>	<b>Investing in Elgin</b>
<input type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input type="checkbox"/> Engaging with our community and other stakeholders.	<input checked="" type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input checked="" type="checkbox"/> Enhancing quality of place.	<input type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

#### **LOCAL MUNICIPAL PARTNER IMPACT:**

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This approved plan of subdivision will impact the Municipality of Central Elgin.

#### **COMMUNICATION REQUIREMENTS:**

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None.

**CONCLUSION:**

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This report is to advise that final approval of this plan of subdivision was granted and the plans were signed by the Manager of Planning on March 30, 2021 and forwarded to the Elgin Land Registry Office for registration. The Municipality of Central Elgin and the developer have been notified.

All of which is Respectfully Submitted

Approved for Submission

Nancy Pasato

Julie Gonyou

Manager of Planning

Chief Administrative Officer

Brian Lima

Deputy Chief Administrative Officer







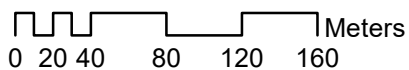
## Location Map

Subject Site: Kokomo Beach Club Phase 2  
 File Number: 34T-CE1801  
 Owner: Wastell Developments Inc.  
 Planner: Nancy Pasato  
 Created By: TE  
 Date: 09/04/2021



## Legend

-  Subject Site
-  Elgin Road Network



The Corporation of the County Elgin  
 Prepared By: Planning and Development

Scale 1:4,000



## REPORT TO COUNTY COUNCIL

**FROM:** Nancy Pasato, Manager of Planning

Brian Lima, General Manager of Engineering,  
Planning, & Enterprise / Deputy CAO

**DATE:** April 20, 2021

**SUBJECT:** Agreement with Teranet – County of Elgin  
Registered and Deposited Plan Images

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### RECOMMENDATION:

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THAT the report titled “Agreement with Teranet – County of Elgin Registered and Deposited Plan Images” from the Manager of Planning, dated April 20, 2021 be received and filed;

THAT the County approve the single source purchase with Teranet to obtain all County of Elgin Registered and Deposited Plan Images for a total amount of \$20,328.70, in accordance with section 4.7(c,d) of the Procurement Policy; and

THAT the Warden and Chief Administrative Officer be directed and authorized to execute the Agreement with Teranet.

### INTRODUCTION:

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As identified through the Planning budget for 2021, the County is looking to purchase digital versions of every historic plan (R-Plans, M-Plans etc.) from Teranet.

Teranet is the exclusive provider of Ontario’s online property search and registration. They have developed, own and operate the Ontario Electronic Land Registration System. Any documents submitted for registration at the Registry Office are uploaded and maintained by Teranet.

Staff recommended the one-time purchase of the historic R plans and M plans for all of the County to ensure the County’s Elgin Mapping GIS system reflects the correct parcel data information for the County and addresses any gaps in information over the years. This current lack of baseline data means the mapping system has discrepancies and does not provide the community, stakeholders and local municipalities with accurate information.

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## **DISCUSSION:**

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Teranet has provided an End User Data Licence Agreement and Value Added ReLicensor (“VAR”) Agreement for review. The End User Data Licence Agreement is between Teranet and the County to allow for manipulation of the original licensed plans for internal operations and practices only, while the VAR also allows access to those products by End Users for Internal Municipal Business Purposes only (which is limited to the local member municipalities and authorized Sub-Licensees such as consultants doing project specific work for the County). Both agreements have been reviewed by the County Solicitor. Before sharing the permitted products with the End Users, each End User is required to enter into a Sublicense Agreement with the County, as Licensor.

The County Solicitor noted that there are included extensive Indemnity and Limitation of Liability provisions which cater to the interests of Teranet, however, these appear to be standard clauses and it is unlikely that Teranet would agree to any revision from this well-established format. For the purposes of the County, the agreement would permit the one-time purchase of the historic R plans and M plans to ensure the County’s GIS mapping system reflects the current and correct parcel data information.

## **FINANCIAL IMPLICATIONS:**


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The 2021 cost for this one-time purchase would be \$20,328.70 (including HST).

The required funding to support the purchase is accommodated within the 2021 Planning budget.

There has already been an interest expressed by the Municipality of Central Elgin in obtaining their portion of the plans. The Municipality of Central Elgin maintains its own mapping system separate of the County of Elgin’s system. They are looking to obtain their share of historic of plans in order to update their own mapping system. This may help offset the cost of this project.

The other local municipalities will be able to view this data on the Elgin Mapping System.



## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input checked="" type="checkbox"/> Exploring different ways of addressing community need.  <input type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## LOCAL MUNICIPAL PARTNER IMPACT:

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As per the VAR agreement, the County is allowed to share the permitted plan products with the local municipalities, however each municipality must enter into a Sublicense Agreement with the County, as Licensor.

## COMMUNICATION REQUIREMENTS:

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This report will be circulated to all municipal partners.

## CONCLUSION:

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The 2021 cost for this one-time purchase would be \$20,328.70 (including HST).

The required funding to support the purchase is accommodated within the 2021 Planning budget.

The County will enter into the End User Data Licence Agreement with Teranet for this purchase, and will seek to execute and return any Sublicense Agreements with its municipal partners.





All of which is Respectfully Submitted

Approved for Submission

Nancy Pasato  
Manager of Planning

Julie Gonyou  
Chief Administrative Officer

Brian Lima, General Manager of  
Engineering, Planning, & Enterprise /  
Deputy CAO





## REPORT TO COUNTY COUNCIL

**FROM:** Lisa Czupryna, Senior Financial Analyst

**DATE:** April 01, 2021

**SUBJECT:** Council and Outside Boards  
Remuneration and Expenses

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### RECOMMENDATION:

THAT the April 01, 2021, report titled, Council and Outside Boards Remuneration and Expenses submitted by the Senior Financial Analyst, be received and filed for information.

### INTRODUCTION:

Each year it is required that reports be filed on remuneration, mileage, and expenses for Council and Outside Boards. As well, a report on convention expenses must be published.

### DISCUSSION:

Warden and Council remuneration and expenses totaled \$284,109.23 for the 2020 calendar year and convention expenses were \$15,079.60. Remuneration and expenses paid to persons on Outside Boards totaled \$14,000 for that same time period.

The accuracy of the March 23 report has been confirmed with footnotes found on the attachment addressing the questions raised.

### FINANCIAL IMPLICATIONS:

The 2020 total remuneration and expenses, including conventions, for both Elgin County Council and Outside Boards was \$39,198.42 lower than in 2019 due to COVID-19's impact on attendance for conventions and outside board meetings.

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## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input type="checkbox"/> Ensuring alignment of current programs and services with community need.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.	<input type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.
<input type="checkbox"/> Exploring different ways of addressing community need.	<input type="checkbox"/> Fostering a healthy environment.	<input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.
<input type="checkbox"/> Engaging with our community and other stakeholders.	<input checked="" type="checkbox"/> Enhancing quality of place.	

## LOCAL MUNICIPAL PARTNER IMPACT:

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None.

## COMMUNICATION REQUIREMENTS:

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None.

## CONCLUSION:

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For 2020 the total remuneration and expenses, including conventions, for both Elgin County Council and Outside Boards was \$313,188.83.

All of which is Respectfully Submitted

Approved for Submission

Lisa Czupryna  
Senior Financial Analyst

Julie Gonyou  
Chief Administrative Officer

Jim Bundschuh  
Director of Financial Services

## Treasurer's Statement Of Remuneration and Expenses - for County Council

April 20 Session, 2021

To the Warden and Members of the Elgin County Council,

The following is a statement of the remuneration, mileage, and expenses paid to each member of the Elgin County Council for the period of January 1, 2020 to December 31, 2020, along with a history for the prior two years.

### **REMUNERATION and MILEAGE**

#### **COUNCIL, COMMITTEES and OUTSIDE BOARDS**

	<u>2020</u>	<u>2019</u>	<u>2018</u>
Currie, Gregory	0.00	0.00	20,279.95
Ens, Paul	0.00	0.00	20,493.80
French, Mary	26,298.57	26,244.54	1,983.22
Giguere, Dominique	26,901.25	26,420.75	2,007.97
Jenkins, Jim	0.00	0.00	20,377.97
Jones, Grant (Dec 2016 Warden & Jan-Nov 2017 Warden)	26,401.10	25,963.36	22,037.46
Ketchabaw, Edward	26,628.43	26,529.72	1,999.06
Marks, Tom (Dec 2020 Warden)	30,173.92	26,193.51	1,937.19
Marr, David (Dec 2017 Warden & Jan-Nov 2018 Warden)	0.00	0.00	55,344.37
Martyn, Sally	26,417.14	25,925.98	22,205.76
McPhail, Duncan (Dec 2018 Warden & Jan-Nov 2019 Warden)	26,530.37	71,657.80	5,074.62
McWilliam, Cameron	0.00	0.00	20,843.27
Mennill, Dave (Dec 2019 Warden & Jan-Nov 2020 Warden)	68,299.41	30,062.44	22,406.73
Purcell, Bob	26,459.04	27,256.62	2,028.76
Wiehle, Bernie (Dec 2015 & Jan-Nov 2016 Warden)	0.00	0.00	22,223.85
<b>Total Paid to Warden &amp; Council</b>	<b><u>284,109.23</u></b> (2)	<b><u>286,254.72</u></b> (1)	<b><u>241,243.98</u></b>

Completed consistent with By-Law 05-12, By-Law 05-13 and By-Law 05-45.

Footnote (1): Effective January 2019 the one-third tax exemption for the non-accountable allowance paid to municipal officers was ended and to eliminate the negative impact of this tax policy change Council voted to gross up both the Warden's and Council's remuneration.

Footnote (2): In 2020 lower expenses for conventions and mileage due to COVID-19.

All of which is Respectfully Submitted

Approved for Submission

Lisa Czupryna  
Senior Financial Analyst

Julie Gonyou  
Chief Administrative Officer

Jim Bundschuh  
Director of Financial Services

## TREASURER'S STATEMENT ON CONVENTION EXPENSES

To the Warden and Members of the Elgin County Council,

The following is an itemized statement of the conventions attended and expenses paid to each Member of Elgin County Council, during the calendar year ending December 31, 2020.

### 2020 CONVENTIONS

<u>COUNCILLOR</u>	<u>1</u> <u>ROMA</u>	<u>2</u> <u>OGRA</u>	<u>3</u> <u>AMO</u>	<u>4</u> <u>OWMC</u>	<u>5</u> <u>OTHER</u>	<u>TOTAL FOR</u> <u>COUNCILLOR</u>
French, Mary	0.00	0.00	0.00	0.00	0.00	0.00
Giguere, Dominique	1,703.78	0.00	0.00	0.00	576.18	2,279.96
Jones, Grant	1,021.61	0.00	0.00	0.00	0.00	1,021.61
Ketchabaw, Ed	2,016.96	1,444.37 (1)	0.00	0.00	0.00	3,461.33
Marks, Tom	1,922.50	0.00	0.00	0.00	0.00	1,922.50
Martyn, Sally	1,021.61	0.00	0.00	0.00	0.00	1,021.61
McPhail, Duncan	1,021.61	0.00	0.00	0.00	0.00	1,021.61
Mennill, Dave (Warden)	808.86	(710.55)	1,263.55	0.00	0.00	1,361.86
Purcell, Bob	2,176.06	0.00	813.06	0.00	0.00	2,989.12
<b>TOTALS</b>	<b>\$ 11,692.99</b>	<b>\$ 733.82</b>	<b>\$ 2,076.61</b>	<b>\$ -</b>	<b>\$ 576.18</b>	<b>\$ 15,079.60</b>

All figures include H.S.T.

ROMA	RURAL ONTARIO MUNICIPAL ASSOCIATION
OGRA	ONTARIO GOOD ROADS ASSOCIATION
AMO	ASSOCIATION OF MUNICIPALITIES
OWMC	ONTARIO WEST MUNICIPAL CONFERENCE

Footnote (1): The County paid the OGRA costs invoiced by the Municipality of Bayham on invoice 210536 dated March 23, 2020.

Footnote (2): Cancellation fees due to COVID-19, not included in the above totals, amounted to \$641.94.

All of which is Respectfully Submitted

Approved for Submission

Lisa Czupryna  
Senior Financial Analyst

Julie Gonyou  
Chief Administrative Officer

Jim Bundschuh  
Director of Financial Services

**CONVENTION EXPENSES**

**2020**

<b>COUNCILLOR</b>	<b>Registration</b>	<b>Mileage &amp; Other Expenses</b>	<b>Per Diem Expenses</b>	<b>Total Conventions</b>
<b>French, Mary</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Rural Ontario Municipal Association (ROMA)	0.00	0.00	0.00	0.00
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>Giguere, Dominique</b>	<b>1,151.13</b>	<b>167.60</b>	<b>961.23</b>	<b>2,279.96</b>
Rural Ontario Municipal Association (ROMA)	574.95	167.60	961.23	1,703.78
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER - Rural Broadband Masterclass & Conference	576.18	0.00	0.00	576.18
OTHER	0.00	0.00	0.00	0.00
<b>Jones, Grant</b>	<b>574.98</b>	<b>0.00</b>	<b>446.63</b>	<b>1,021.61</b>
Rural Ontario Municipal Association (ROMA)	574.98	0.00	446.63	1,021.61
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>Ketchabaw, Ed</b>	<b>1,241.48</b>	<b>108.88</b>	<b>2,110.97</b>	<b>3,461.33</b>
Rural Ontario Municipal Association (ROMA)	574.95	108.88	1,333.13	2,016.96
Ontario Good Roads Association (OGRA)	666.53	0.00	777.84	1,444.37
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>Marks, Tom</b>	<b>574.98</b>	<b>168.50</b>	<b>1,179.02</b>	<b>1,922.50</b>
Rural Ontario Municipal Association (ROMA)	574.98	168.50	1,179.02	1,922.50
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>Martyn, Sally</b>	<b>574.98</b>	<b>0.00</b>	<b>446.63</b>	<b>1,021.61</b>
Rural Ontario Municipal Association (ROMA)	574.98	0.00	446.63	1,021.61
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>McPhail, Duncan</b>	<b>574.98</b>	<b>0.00</b>	<b>446.63</b>	<b>1,021.61</b>
Rural Ontario Municipal Association (ROMA)	574.98	0.00	446.63	1,021.61
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	0.00	0.00	0.00	0.00
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>Mennill, Dave (Warden)</b>	<b>(135.58)</b>	<b>196.13</b>	<b>1,301.31</b>	<b>1,361.86</b>
Rural Ontario Municipal Association (ROMA)	574.97	0.00	233.89	808.86
Ontario Good Roads Association (OGRA)	(710.55)	0.00	0.00	(710.55)
Association of Municipalities Ontario (AMO)	(0.00)	196.13	1,067.42	1,263.55
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>Purcell, Bob</b>	<b>1,388.04</b>	<b>219.31</b>	<b>1,381.77</b>	<b>2,989.12</b>
Rural Ontario Municipal Association (ROMA)	574.98	219.31	1,381.77	2,176.06
Ontario Good Roads Association (OGRA)	0.00	0.00	0.00	0.00
Association of Municipalities Ontario (AMO)	813.06	0.00	0.00	813.06
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER	0.00	0.00	0.00	0.00
<b>TOTALS</b>	<b>\$5,944.98</b>	<b>\$860.42</b>	<b>\$8,274.20</b>	<b>\$15,079.60</b>
Rural Ontario Municipal Association (ROMA)	4,599.76	664.29	6,428.94	11,692.99
Ontario Good Roads Association (OGRA)	(44.02)	0.00	777.84	733.82
Association of Municipalities Ontario (AMO)	813.06	196.13	1,067.42	2,076.61
Ontario West Municipal Conference (OWMC)	0.00	0.00	0.00	0.00
OTHER - Rural Broadband Masterclass & Conference	576.18	0.00	0.00	576.18
OTHER	0.00	0.00	0.00	0.00

## Treasurer's Statement Of Remuneration and Expenses - for Outside Boards

April 20 Session, 2021

To the Warden and Members of the Elgin County Council,

The following is a statement of the remuneration, mileage, and expenses paid to persons appointed to Outside Boards for the period January 1, 2020 to December 31, 2020 as authorized by the following By-Laws:

<b><u>LAND DIVISION COMMITTEE</u></b>	Completed consistent with By-Law 20-10	
Aldred, Dugald		1,500.00
Andrews, John		1,260.00
Fleck, John		2,010.00
Kennedy, Rosemary		2,130.00
O'Grady, Dennis		1,680.00
Schaper, Kathleen		210.00
Seldon, John		2,190.00
Van Kasteren, Jack		1,020.00
<b>Total</b>		<b><u>12,000.00</u></b>
<b><u>JOINT ELGIN-CENTRAL ELGIN ACCESSIBILITY ADVISORY COMMITTEE</u></b>	Completed consistent with By-Law 19-40	
No outside members		<u>0.00</u>
<b><u>GREEN LANE COMMITTEE</u></b>	Completed consistent with By-Law 19-40	
No appointment required in 2020		<u>0.00</u>
<b><u>TOWN CRIER</u></b>		
David Phillips		<u>2,000.00</u>
<b>TOTAL OUTSIDE BOARDS</b>		<b><u>14,000.00</u></b>

All of which is Respectfully Submitted

Approved for Submission

Lisa Czupryna  
Senior Financial Analyst

Julie Gonyou  
Chief Administrative Officer

Jim Bundschuh  
Director of Financial Services



## REPORT TO COUNTY COUNCIL

**FROM:** Jim Bundschuh, Director of Financial Services

**DATE:** April 20, 2021

**SUBJECT:** King George Lift Bridge Debenture

### RECOMMENDATION:

THAT the April 20, 2021, report titled, King George Lift Bridge Debenture, be received and filed for information; and,

THAT by-law 21-18 to authorize \$6 million of ten year borrowing from Ontario Infrastructure and Lands Corporation ("OILC") at a rate of 2.04% be passed.

### INTRODUCTION:

As part of the 20210 ten-year plan, Council approved \$44 million of debt to be acquired by 2025. Council approved the first \$12 million to be drawn through two debenture installments in 2020 and 2021. The debenture offer for the second \$6 million installment is now available for Council consideration.

### DISCUSSION:

The rate offer letter for the first debenture draw was received on April 13<sup>th</sup> and signed by the Warden and Treasurer for a rate of 2.04%. By-law 21-18, if passed by Council, will approve the County to finalize this second \$6 million ten-year debenture for the King George Lift Bridge.

The subsequent timeline for the first debenture is as follows:

April 20, 2021	Debenture By-Law passed at Council meeting
April 28, 2021	All original signed and sealed debenture documents to be received by Infrastructure Ontario - to be held in escrow by Hennessey & Hogan LLP until the close date
May 3, 2021	Hennessey & Hogan LLP and IO Director of Legal Services to close the debenture transaction



## FINANCIAL IMPLICATIONS:

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The first installment was at a rate of 1.43%, but unfortunately interest have climbed. The second installment rate of 2.04% will increase interest costs by approximately \$20,000 over what was previously planned.

## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input type="checkbox"/> Ensuring alignment of current programs and services with community need. <input checked="" type="checkbox"/> Exploring different ways of addressing community need. <input type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth. <input type="checkbox"/> Fostering a healthy environment. <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future. <input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## Additional Comments:

## LOCAL MUNICIPAL PARTNER IMPACT:

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None.

## COMMUNICATION REQUIREMENTS:

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None.

**CONCLUSION:**

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By May 3, 2021, Elgin County will have completed its first debenture for a total of \$12 million. A further \$33 million in debentures is planned through 2025.

All of which is Respectfully Submitted

Approved for Submission

Jim Bundschuh  
Director of Financial Services

Julie Gonyou  
Chief Administrative Officer





## REPORT TO COUNTY COUNCIL

**FROM:** Amy Thomson, Director of Human Resources

**DATE:** April 20, 2021

**SUBJECT:** 2021 Employee Benefit Plan Renewal

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### RECOMMENDATION:

THAT County Council approve the 2021 negotiated renewal rate adjustments with Manulife Financial for the County of Elgin.

### INTRODUCTION:

The annual employee benefits renewal report from our benefit consultants at Mosey and Mosey has been received by HR staff. The report summarizes Mosey's analysis of the group benefits renewal action required by Manulife Financial.


As part of the 2021 benefits renewal, Human Resources staff worked with Mosey and Mosey to ensure that benefit coverage and associated underwriting costs continue to remain competitive.

Given the circumstances that have led to the current increase, County staff is satisfied with the renewal as negotiated on our behalf by Mosey and Mosey with Manulife Financial and recommends renewal of this year's employee benefits program.

### DISCUSSION:

The County of Elgin's employee group benefits program is underwritten by Manulife Financial and AIG Insurance. The County of Elgin is combined with other local municipal partners forming a "consortium" in order to provide benefits at the most competitive rates. Manulife Financial underwrites the Life, Long Term Disability (LTD), Health and Dental benefits. AIG underwrites the Accidental Death and Dismemberment (AD&D) benefit only. The detailed report was received via Mosey & Mosey on March 31<sup>st</sup>, 2021, following negotiations with Manulife; thus, this was the earliest a detailed report could be brought forward to County Council.

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The County wide consortium represents a total of about three-million dollars (\$3,000,000) in annual premiums. Annual premiums for the County of Elgin are approximately \$1,497,948 with the extended health and dental representing approximately 70% of total cost.

The group benefit program for the County of Elgin is broken down into two main components, based on the underwriting arrangements that apply to each, as follows:

**Life Insurance and Long Term Disability:** These are underwritten on a partially pooled, partially experience rated basis. The rating of these benefits takes into consideration the overall performance of the insurer's pool, changes in employee demographics and the claims experience for the overall consortium. As a result of the 2020 marketing, life insurance rates are guaranteed until 2023; and Long Term Disability rates until 2022.


**Extended Health Care and Dental:** These are underwritten on a fully experience-rated basis by Manulife. Rates are established based on the results generated by the premium and claims experience for a twelve-month period each year (Nov – Oct) combined for all participating municipalities. A plan change in 2020 has modified the way in which the consortium shares experience. Effective in 2020, the member municipalities share experience on a 50/50 basis (50% shared risk/experience and 50% based solely on our individual group experience). For the County, extended Health Care rates will increase **15.4%** and dental rates will decrease **8.4%**.

Extended Health Care is the highest cost driver and has various contributing factors. Typically, increased paramedical utilization and the impact of specialty drugs will contribute to escalating costs. Additionally, there is a stop loss pooling arrangement in place designed as added protection against the impact of catastrophic claims. Stop loss is a mandatory insurance and the costs have increased steadily over the years. In 2020, the County had three circumstances where drug costs exceeded the stop loss amount of \$15,000.

Throughout the COVID-19 pandemic, Manulife has issued a number of premium discounts, due to usage decreases during service shut-downs. Through April and May, a 50% discount was applied to Dental premiums and 10% off Extended Health Care. A 25% premium credit was issued for Dental in June of 2020. These were one time discounts, as usage was expected to return to normal following the shutdown.

Following negotiations with the insurance carrier and the impact of the extended health care experience results over the last quarter, renewal costs reflect an upward adjustment in overall premiums of **6.1%** for the County of Elgin's plan. This represents an additional annual cost over current rates of approximately \$93,048 as outlined in detail, below.

Manulife is implementing an optional corporate health report that we will be looking into further in 2021; with the goal to gather relevant data on an annual basis, that should help with targeted wellness initiatives and other plan cost control measures.



## FINANCIAL IMPLICATIONS:

Benefit	Current	Proposed Renewal		Negotiated Renewal	
	Monthly Premium	Monthly Premium	Rate Adjustment	Monthly Premium	Rate Adjustment
Group Life	\$7,795	\$7,795	0.0%	\$7,795	0.0%
AD&D	\$333	\$333	0.0%	\$333	0.0%
Long Term Disability	\$28,991	\$28,991	0.0%	\$28,991	0.0%
<b>Total Pooled:</b>	<b>\$37,119</b>	<b>\$37,119</b>	<b>0.0%</b>	<b>\$37,119</b>	<b>0.0%</b>
Extended Health Care	\$58,601	\$71,315	21.7%	\$67,623	15.4%
Dental Care	\$21,931	\$21,688	-1.1%	\$20,087	-8.4%
<b>Total Experience Rated:</b>	<b>\$80,532</b>	<b>\$93,003</b>	<b>15.5%</b>	<b>\$87,710</b>	<b>8.9%</b>
<b>Total Overall:</b>	<b>\$117,651</b>	<b>\$130,122</b>		<b>\$124,829</b>	
8% PST	\$9,411	\$10,410		\$9,987	
<b>Overall Premium</b>	<b>\$127,062</b>	<b>\$140,532</b>	<b>10.6%</b>	<b>\$134,816</b>	<b>6.1%</b>
<b>\$ Adjustment Over Current</b>		<b>\$13,470</b>		<b>\$7,754</b>	

## ALIGNMENT WITH STRATEGIC PRIORITIES:

Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

**CONCLUSION:**

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Human Resources staff is satisfied with the negotiated renewal and recommends acceptance of the renewal rate adjustments with Manulife Financial effective April 1, 2021. A copy of the benefit consultant's report is available with Human Resources for review, if desired.

All of which is Respectfully Submitted

Approved for Submission

Amy Thomson  
Director of Human Resources

Julie Gonyou  
Chief Administrative Officer





## REPORT TO COUNTY COUNCIL

**FROM:** Stephen Gibson, County Solicitor  
Jeff Lawrence, Tree Commissioner

**DATE:** April 7, 2021

**SUBJECT:** Amendments to Woodlands  
Conservation By-Law 05-03

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### RECOMMENDATIONS:

It is recommended that:

1. the within Report to Council, dated April 7, 2021, and entitled “Amendments to Woodlands Conservation By-Law 05-03” be received and filed; and,
2. consideration and enactment of the proposed Amending By-Law to Woodlands Conservation By-Law 05-03 be deferred to the meeting of Elgin County Council scheduled for May 11, 2021.

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### INTRODUCTION:

The purpose of this Report to Council is to present a proposed Amending By-Law to By-Law 05-03, being the Woodlands Conservation By-Law for the Corporation of the County of Elgin. The amendments proposed to By-Law 05-03 in the draft Amending By-Law represent “housekeeping” revisions to correct deficiencies identified by participating staff.

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### BACKGROUND AND DISCUSSION:

#### *Background*

On October 13, 2020, Council directed preparation and presentation of a proposed by-law recommending “housekeeping” revisions to Woodlands Conservation By-Law 05-03. In providing the direction for a limited amending by-law, County Council contemplated a potential further, more substantial amending by-law, including through consideration of alternative regulatory and enforcement models.

Since receipt of the aforementioned direction, participating staff have identified specific provisions in the Woodlands Conservation By-Law 05-03 requiring limited revision of a housekeeping nature and prepared an amending by-law for consideration.

The proposed Amending By-Law is attached as Schedule “A” hereto.

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A copy of the current consolidated Woodlands Conservation By-Law 05-03 is also attached for context.

### *Discussion*

Participating staff have attempted to limit proposed revisions to those of the nature contemplated in the previous Council direction.

The one proposed amendment which might be considered of a more substantive nature is contained in section 1.14 of the attached Amending By-Law, seeking to better define the process for submission and assessment of an Application to Harvest, Destroy or Injure Trees as well as creating an appeal process to Council to account for the long ago loss of appeal rights to the then Ontario Municipal Board. Although involving a lengthy revision, participating staff consider this amendment as housekeeping in nature inasmuch as it involves enhancement of processes created in the original Woodlands Conservation By-Law.

By and through this Report, Council is invited to review the proposed amendments in anticipation of posing specific questions to participating staff relating to the recommended revisions.

### **FINANCIAL IMPLICATIONS:**

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No change in financial implications of the existing by-law is anticipated.

### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

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<b>Serving Elgin</b>	<b>Growing Elgin</b>	<b>Investing in Elgin</b>
<input type="checkbox"/> <b>Ensuring alignment of current programs and services with community need.</b>  <input type="checkbox"/> <b>Exploring different ways of addressing community need.</b>  <input checked="" type="checkbox"/> <b>Engaging with our community and other stakeholders.</b>	<input type="checkbox"/> <b>Planning for and facilitating commercial, industrial, residential, and agricultural growth.</b>  <input checked="" type="checkbox"/> <b>Fostering a healthy environment.</b>  <input checked="" type="checkbox"/> <b>Enhancing quality of place.</b>	<input checked="" type="checkbox"/> <b>Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</b>  <input checked="" type="checkbox"/> <b>Delivering mandated programs and services efficiently and effectively.</b>





**Additional Comments:** None

### **LOCAL MUNICIPAL PARTNER IMPACT:**

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It is anticipated that woodland preservation interests within the territorial limits of each local municipal partner will benefit from the improvements to the text of the Elgin Woodlands Conservation By-Law and the regulatory processes created therein. In this regard, it is important to recall that, concurrent to the original enactment of By-Law 05-03, local jurisdiction in relation to the harvest, destruction, and injury of trees on parcels of less than 0.5 hectares was delegated voluntarily to Elgin County and, as such, local municipalities have been and continue to be a benefactor of the upper tier efforts pursuant to this by-law.

### **COMMUNICATION REQUIREMENTS**

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It is recommended that a copy of the further Amending By-Law, if enacted, and the consolidated by-law, incorporating any further amendments, be forwarded to each local municipal partner for reference.

### **CONCLUSION:**

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it is submitted that the proposed Amending By-Law addresses specific deficiencies identified by participating staff of the nature contemplated in the previous Council direction and, in that, improves the intended scheme for regulation of harvest, destruction, and injury of trees in Elgin County.


All of which is Respectfully Submitted

Stephen Gibson  
County Solicitor

Jeff Lawrence  
Tree Commissioner

Approved for Submission

Julie Gonyou  
Chief Administrative Officer



## SCHEDULE "A"

Corporation of the County of Elgin

By-Law No.: 21-XX

Being a By-Law to Amend By-Law No. 05-03, being the  
“Woodlands Conservation By-Law” for the Corporation of the County of Elgin

WHEREAS, pursuant to section 135 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, County Council enacted By-Law No. 05-03, entitled the “Woodlands Conservation By-Law”, for the purposes set forth therein;

AND WHEREAS, from time to time, County Council has amended the provisions of the said Woodlands Conservation By-Law to better achieve the said purposes of the By-Law;

AND WHEREAS County Council has determined that further amendment to the said Woodlands Conservation By-Law is required to improve the effectiveness of the said By-Law and, by such improvements, to continue to achieve the purposes set forth therein;

NOW THEREFORE the Council or the Corporation of the County of Elgin enacts as follows:

Amendments to By-law

1. By-Law No. 05-03, being the Woodlands Conservation By-Law, shall be amended as follows:
  - 1.1 In section 1(e), the words “Family Day” be added to the list of days not included as a “Business Day”, specifically between “New Year’s Day” and “Good Friday”.
  - 1.2 Section 1(f) shall be deleted and the following text substituted therefor:

“Clerk’ means the Chief Administrative Officer for the Corporation of the County of Elgin, any Deputy Clerk thereof, or any other person so designated by the said Chief Administrative Officer”.
  - 1.3 Section 1(m) shall be deleted and the following text substituted therefor:

“m) “Corridor” means a strip of vegetation, including but not necessarily limited to trees, which does not satisfy the definition of Woodlands as set forth herein but which connects two or more Woodlands or parts of Woodlands and thereby facilitates the movement, spread, and/or relocation of plant and/or animal species.”
  - 1.4 Section 1(s) shall be deleted and the following text substituted therefor:

“Fuelwood’ means trees or parts thereof that are of a sufficient size and quality to yield firewood;”.
  - 1.5 In section 1(z), reference to “Dutton-Dunwich” shall be deleted and the text “Dutton Dunwich” substituted therefor.
  - 1.6 Section 1(bb) shall be deleted and the following text substituted therefor:

“Officer’ means an individual or individuals appointed by Council or contracted by the Corporation of the County of Elgin to administer and enforce this By-Law, including but not limited to the Elgin County Tree Commissioner;”.

1.7 In section 1(ff), add “,” between the words “firm” and “trust”.

1.8 Section 1(ii) shall be deleted and the following text substituted therefor:

“ii) ‘Point of Measurement’ means, for the purposes of Schedule “A” hereto, the point on the tree trunk measured above the highest point on the tree where the undisturbed ground meets the base of the stem or trunk of the tree. For coppice growth and for purposes of Schedule “A” hereto, the point of measurement means that point on each individual stem or trunk of tree measured above the point on the tree trunk where the tree stems separate, provided that such point of separation is less than or equal to the height of the lowest point of measurement as set forth on Schedule “A” hereto.”

1.9 In section 1(mm)(iii),

1.9.1 the words “or any successor entity thereto” shall be added after the word “following” in the preamble clause therein; and,

1.9.2 reference to “Lower Thames River Conservation Authority” shall be deleted and the title “Lower Thames Valley Conservation Authority” substituted therefor.

1.10 In section 2(b)(v)2, the word “forest” shall be deleted and the word “woodlands” substituted therefor.

1.11 In section 2(b)(vi), the word “woodlots” shall be deleted and the word “woodlands” substituted therefor.

1.12 In section 2(c)(ii), the words “or decision made” shall be added between the words “issued” and “pursuant”.

1.13 In section 3(h)(ii), the letters, words, numbers, and punctuation marks following the word “Act” shall be deleted, save and except for the semi-colon at the end of the subsection.

1.14 Section 5(a) shall be deleted and the following text substituted therefor:

“(a) (i) Every owner of woodlands or person acting on behalf of the owner who intends to harvest, destroy, or injure trees personally or through another person under Section 2(a)(i) or Section 2(a)(ii) of this By-Law shall submit to the Officer a complete application to harvest, destroy, or injure trees as prescribed in Schedule “F” hereto not less than thirty (30) days prior to the commencement of such harvest, destruction, or injury; provided at all times that the Officer possesses the unfettered discretion to determine if any one or more such application(s) is complete;

(ii) Within twenty-one (21) business days of receipt of the said complete application to harvest, destroy, or injure trees as set forth in subsection 5(a)(i) above, the Officer shall either approve or deny the application and, in the event of approval, shall impose reasonable terms and/or conditions to achieve and as are consistent with the purposes and intent of this By-Law; provided at all times that the Officer shall communicate any such decision to the owner of the woodlands or any person acting on behalf of such owner, including but not limited to through endorsement of the detail of such decision on the application submitted pursuant to section 5(a)(i) above; and,

(iii) The owner of woodlands or any person acting on behalf of such owner may appeal either a failure of the Officer to make a decision in respect of an application to harvest, destroy, or injure trees within twenty-one (21) days of submission thereof to the Officer or any decision made

in respect of such application, including as to the terms and conditions imposed in relation thereto, to Council and, in respect of such appeal:

1. Council shall arrange for a date and time for consideration of the said appeal and written notice of such date and time shall be delivered to the Officer and owner of the woodlands or any person acting on behalf of such owner.
2. Council shall consider any written submissions by the Officer and owner of woodlands or person acting on behalf of such owner in respect of the application to harvest, destroy, or injure trees and any decision made by the Officer in respect thereof or failure on the part of the Officer to make any such decision in respect thereof.
3. On the date and at the time scheduled for consideration of the said appeal, or as soon after that date and/or time that the appeal can be heard, Council shall hear and consider any further oral representations by the owner of the woodlands or person acting on behalf of such owner and answers to questions posed by Council or any designate thereof and thereafter make an appeal decision to either confirm, reverse, or vary the decision of the Officer or, where the officer has not made a decision, to approve or deny the application and, in the event of approval, to impose reasonable terms and/or conditions to achieve and as are consistent with the purposes and intent of this By-Law; provided that Council shall have the discretion to defer its decision to a subsequent date, in which case, the owner of the woodlands or the person acting on behalf of the owner shall be advised of the date, time, and place when Council shall make and announce that appeal decision.
4. In the event that the application to harvest, destroy, or injure trees is denied on appeal, Council, in writing, shall notify the owner of the woodlands or the person acting on behalf of the owner of such denial and the reasons therefor within ten (10) days of the date of such decision.
5. Subject to any decision of a court of competent jurisdiction in the Province of Ontario, the appeal decision of Council shall be final.

1.15 Section 7 shall be deleted.

1.16 In section 9(a)(i), reference to "\$10,000.00" shall be deleted and the figure "\$50,000.00" substituted therefor.

1.17 In section 9(a)(ii), reference to "\$25,000.00" shall be deleted in the figure "\$100,000.00" substituted therefor.

1.18 In section 9(b), the words "civil cultural" shall be deleted and the word "silvicultural" substituted therefor.

1.19 In section 11, the following subsections shall be added following section 1(e):

"(f) For purposes of this By-Law,

- (i) Unless otherwise indicated, any reference to a statute, regulation, or other enactment shall mean the statute, regulation, or other enactment made, passed, enacted, or filed by or on behalf of the Province of Ontario and is deemed to include its proper citation and shall be considered as the version thereof, as amended, and in effect on that relevant date;

- (ii) Unless otherwise indicated, delivery or submission of any application, notice, decision, communication, or other document may be effected personally at the intended recipient's last known address according to any municipal record, registered or prepaid mail addressed to the intended recipient's last known address according to any municipal record, or by facsimile transmission or electronic mail in accordance with contact information provided by the intended recipient or as set forth in any municipal record; provided that the date of receipt shall be the date of actual delivery save and except for registered or prepaid mail, which shall be deemed to be delivered on the fifth day following posting; and,
- (iii) Unless otherwise indicated, any reference to a number of days in any section hereof shall be deemed to mean "business days".

- 1.20 In Schedule "A" hereto, the words "Measure" in the headings in the chart for Current Size shall be deleted and the word "Measurement" substituted therefor;
- 1.21 In Schedule "A" hereto, the word "measure" in the last sentence thereof shall be deleted and the word "measurement" substituted therefor;
- 1.22 In Schedule "D" hereto, the telephone number "(519)631-1460" as referenced in the last sentence thereof shall be deleted and the telephone number "(519)631-1270 ext. 231" substituted thereto;
- 1.23 In Schedule "F" hereto, the reference to "five (5) working days" in the first sentence thereof shall be deleted and the words "thirty (30) business days" substituted therefor;
- 1.24 In Schedule "F" hereto, the information line referencing "Telephone No.: \_\_\_\_\_" for the Property Owner shall be deleted and the information line "Telephone No.: \_\_\_\_\_ Email: \_\_\_\_\_" substituted therefor;
- 1.25 In Schedules "F" and "M" hereto, the sentence providing "Further, I agree to contact the Officer by telephone (519)631-1270 ext. 231, twenty-four (24) hours prior to the start of cutting shall be deleted and the following sentence substituted therefor:

"Further, I agree to notify the Officer of the intention to commence harvest, destruction, or injury of trees as contemplated by this Application at least twenty-four (24) hours prior to the commencement of such works and by any one of the following methods:

Telephone:	(519)631-1270 ext. 231
Email:	treebylaw@elgin.ca
Writing:	Delivered or mailed to, Elgin County Tree Commissioner c/o Kettle Creek Conservation Authority R. R. # 8 44015 Ferguson Line St. Thomas, Ontario N5P 3T3"

1.26 In Schedule "H" hereto, the words "As Elgin County Tree Commissioner," shall be added to the beginning of the last item set forth therein.

READ A FIRST, SECOND, THIRD TIME and finally passed on the      day of      ,  
2021.

\_\_\_\_\_  
Julie Gonyou  
Chief Administrative Officer

\_\_\_\_\_  
Tom Marks  
Warden

SCHEDULE "B"



CORPORATION OF THE COUNTY OF ELGIN

WOODLANDS CONSERVATION BY-LAW

(By-law 05-03, as amended)

Consolidated Version for Public Reference Only

(Not an Enacted Instrument)

COUNTY OF ELGIN

By-Law No. 05-03

(Woodlands Conservation By-Law)

**"BEING A BY-LAW TO PROHIBIT OR REGULATE THE HARVEST, DESTRUCTION,  
OR INJURING OF TREES IN THE COUNTY OF ELGIN"**

WHEREAS Section 135(2) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, permits the enactment of a By-Law by the Council of the County of Elgin to prohibit or regulate the destruction or injuring of trees in woodlands; and

WHEREAS Council may require that permission be obtained to harvest, destroy, or injure trees in woodlands and, furthermore, impose conditions to such permission; and

WHEREAS Council has determined that it is desirable to enact such a By-Law for purposes including but not necessarily limited to the following:

- preservation and improvement of woodland resources in Elgin County through good forestry practices;
- promotion of good forestry and utilization practices that sustain healthy woodlands;
- minimize the destruction or injury of trees;
- regulation and control of the removal, maintenance, and protection of trees;
- protection, promotion, and enhancement of the aesthetic value of woodlands;
- recognition and reconciliation of the entitlement of the owners of lands to use and enjoy such lands and woodlands located thereon with the purposes of this By-Law as otherwise stated above.

NOW THEREFORE the Municipal Council of the Corporation of the County of Elgin hereby enacts as follows:

1. Definitions

- a) "AGS" or "Acceptable Growing Stock" means trees suitable for retention in a woodlands for at least one (1) cutting cycle (ten to twenty-five years), provided that such trees are of a commercial species and of such form and quality so as to be saleable for sawlog products at some future date;
- b) "Basal area" means the area of the cross-section of the stem of a tree taken at a point of measurement 1.3 metres above the point on the tree where the ground meets the stump in an undisturbed state at the base of the tree;
- c) "Basal area calculation" means the process to determine basal area for woodlands to which this By-Law applies, provided that such calculations are undertaken and completed in accordance with the rules and guidelines as set forth in Schedule "I" hereto;
- d) "Building permit" means a building permit issued under the Building Code Act 1992, R.S.O. c. 23, as amended;
- e) "Business day" means any day falling on or between Monday and Friday of each week but does not include New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving, Remembrance Day, Christmas Day or Boxing Day;
- f) "Certified Tree Marker" means an individual who has full certification in good standing for marking of trees under the Ontario Ministry of Natural Resources Certified Tree Marker Program, has maintained proper

accreditation, and has demonstrated experience to mark according to Good Forestry Practice within Elgin County;

- g) "Circumference" means the measurement of the perimeter or outer boundary of a stem or trunk of a tree with such measurement including the bark of the stem, which measurements must be taken at ten, twenty, thirty, or forty-five centimetres above the highest point of ground in an undisturbed state at the base of the tree and the height of which measurement must be marked upon the remaining stump;
- h) "Clear" or "clearing" means the complete and unselective removal, cutting, and/or destruction of trees within a defined area of land;
- i) "Clerk" means the Chief Administrative Officer for the Corporation of the County of Elgin or his or her designate;
- j) "Conifer Plantation" means woodlands where coniferous trees have been planted or seeded in a pre-determined pattern;
- k) "Coppice growth" means where more than one tree stem grows from a single tree stump;
- l) "Cord" means a pile of fuelwood 3.63 m<sup>3</sup> in size;
- m) "Corridor" means a band of vegetation, usually older forest, which serves to connect distinct patches on the landscape, which corridors provide connectivity, permitting the movement of plant and animal species between what would otherwise be isolated patches and providing that such corridors have a minimum width of 30 metres;
- n) "Council" means the Municipal Council for the Corporation of the County of Elgin;
- o) "Diameter" means the diameter of the stem of a tree measured outside the bark at a specified point of measurement;
- p) "DBH" or "Diameter Breast Height" means the diameter of the stem of a tree measured at a point that is 1.3 metres above the highest point of the ground in an undisturbed state at the base of the stem or trunk of the tree;
- q) "Dripline" means an imaginary line running directly beneath the outer most branches of the trees forming the perimeter of the woodlands;
- r) "Forest Stand" means that part of the woodlands that is a continuous group of trees sufficiently uniform in species composition, arrangements of age classes, and conditions so as to be a homogenous and distinguishable unit for forestry management purposes;
- s) "Fuel Wood" means trees or parts thereof that are of a sufficient size and quality to yield fire wood;
- t) "Good Forestry Practices" means the proper implementation of harvest, renewal and maintenance activities known to be appropriate for the forest and environmental conditions under which they are being applied and that minimize detriments to forest values including significant ecosystems, important fish and wildlife habitat, soil and water quality and quantity, forest productivity and health, and the aesthetics and recreational opportunities of the landscape, and, without limiting the generality of the foregoing, Good Forestry Practices permits the harvest of trees that,
  - have been damaged by disease, insects, wind, ice, fire, lightning, or other natural causes to an extent that the health of such trees is likely to further deteriorate and can be assessed as such;

- have been assessed and identified for removal to prevent disease or insects from spreading to other trees;
  - are cut in accordance with Provincial Silvicultural Guidelines as referred to in the Forest Operations and Silvicultural Manual and its revisions prepared under the authority of the Crown Forest Sustainability Act, S.O. 1994, c. 25; and/or
  - are marked and cut as part of a Woodlands Management Plan by way of a prescription approved by a Registered Professional Forester or Associate Member in good standing.
- u) "Destroy" or "destruct" means any action, which causes or results in irreversible injury or death of a tree;
- v) "Harvest" means the destruction of a tree through cutting or other mechanized means which results in the irreversible death of a tree by design;
- w) "Local Board" means a municipal service board, transportation commission, board of health, police services board, planning board, or any other board, commission, committee, body or local authority established or exercising any power under any Act with respect to the affairs and purposes of one or more municipalities;
- x) "Log" means a portion of a tree of a prescribed species reduced to a size suitable for loading on a vehicle for transport to a processing mill for the production of lumber or other products;
- y) "Logger" means an individual or company or similar group who cuts trees for purchase, sale, or other profit on behalf of a landowner;
- z) "Member Municipalities" includes the lower tier municipalities within the County of Elgin, namely: Municipality of Bayham, Municipality of Central Elgin, Municipality of Dutton-Dunwich, Municipality of West Elgin, Town of Aylmer, Township of Malahide, and Township of Southwold;
- aa) "Municipality" means a geographic area whose inhabitants are incorporated within the County of Elgin;
- bb) "Officer" means an individual or individuals appointed by Council of the Corporation of the County of Elgin for the administration and enforcement of this By-Law, including but not limited to the Elgin County Tree Commissioner;
- cc) "Owner" means a person having any right, title, interest or equity in land;
- dd) "Own Use" means a use that does not include a sale, exchange or other disposition of trees destroyed or injured;
- ee) "Permit" means the written authorization as provided for and contemplated by this By-Law;
- ff) "Person" means any individual, corporation, partnership, association, firm trust, or other entity and includes anyone acting on behalf or under the authority of such entity;
- gg) "Plantation" is Woodlands where trees have been planted or seeded in a predetermined pattern;
- hh) "Plot" means a carefully measured area laid out for experimentation, which may be permanent or temporary;
- ii) "Point of Measurement" means that point on the tree trunk measured above the highest point of the ground in an undisturbed state at the base of the stem or trunk of the tree where the ground meets the stump. For

coppice growth, the point of measurement shall be the point on the tree trunk where the tree stems separate provided that such point of separation is less than 1.3 metres above the highest point of the ground in an undisturbed state at the base of the stem or trunk of the tree where the ground meets the stump – where the point of separation is less than or equal to 1.3 metres above the highest point of the ground in an undisturbed state at the base of the stem or trunk of the tree where the ground meets the stump, the point of measurement shall be measured from the point of separation and be applicable to each individual stem or trunk of the tree;

- jj) "Prescribed Species" means the species of trees as listed in Schedule "A" to this By-Law;
- kk) "Prescription" means a "pre-harvest silvicultural prescription", which is a written document detailing a course of management action prescribed for a particular area after specific assessments and evaluation have been made and bearing the signature of a registered Professional Forester or an Associate Member of the Ontario Professional Foresters Association;
- ll) "Registered Professional Forester" is as defined in the Professional Foresters Act, S.O. 2000, c. 18;
- mm) "Sensitive Natural Areas" means the:
  - i) provincially significant life science Areas of Natural and Scientific Interest (A.N.S.I.);
  - ii) wetlands designated as locally, regionally or provincially significant;
  - iii) significant natural areas within Elgin County as designated by any one of the following:
    - County of Elgin or any of its Member Municipalities;
    - Ontario Ministry of Natural Resources;
    - Kettle Creek Conservation Authority;
    - Catfish Creek Conservation Authority;
    - Lower Thames River Conservation Authority; and/or
    - Long Point Region Conservation Authority;
- nn) "Silviculture" means the art and science of producing and tending a forest and the theory and practice of controlling forest establishment, composition, growth, and quality of forest to achieve the objectives of management;
- oo) "Stand Improvement" means the destruction or harvesting of:
  - i) trees that have been damaged by disease, insects, wind, ice, fire, lightning, or other natural causes to the extent that the health, growth, yield, and quality of such trees is likely to further deteriorate;
  - ii) diseased or insect infested trees that should be cut or removed to prevent disease or insects from spreading to other trees;
  - iii) exotic species, or trees not indigenous to the municipality, if such destruction is carried out in such a manner as to encourage replacement of exotics by indigenous species, excluding Pinus and Picea species; or
  - iv) defective and/or undesirable trees so as to concentrate growth on sound trees of good form;
- pp) "Tree" means, for the purposes of the definition of a woodland, any species of woody perennial plant, including its root system, which has reached or can reach a height of at least 4.5 metres at physiological maturity;
- qq) "UGS" or "Unacceptable Growing Stock" means trees that have a high risk of dying, and are expected to decline over the next cutting cycle, including but not limited to trees that are of poor form and/or low quality;

- rr) "Windbreak" means a designed, planted and fully maintained windbreak or naturally planted windrow not exceeding 10 metres in width;
- ss) "Watercourse" means a natural or man-made watercourse containing flowing water at least for part of the year;
- tt) "Woodlands" means:
  - a) a parcel of land having an area of one hectare or more with at least:
    - i) 1000 trees, of any size, per hectare; or
    - ii) 750 trees, measuring over five (5) centimetres in diameter at DBH, per hectare; or
    - iii) 500 trees, measuring over twelve (12) centimetres in diameter at DBH, per hectare; or
    - iv) 250 trees, measuring over twenty (20) centimetres in diameter at DBH, per hectare; or
  - b) a parcel of land having an area of between 0.2 hectares and one hectare with at least an extrapolated average of:
    - i) 1000 trees, of any size, per hectare; or
    - ii) 750 trees, measuring over five (5) centimetres in diameter at DBH, per hectare; or
    - iii) 500 trees, measuring over twelve (12) centimetres in diameter at DBH, per hectare; or
    - iv) 250 trees, measuring over twenty (20) centimetres in diameter at DBH, per hectare;

provided that, in both circumstances, "Woodlands" does not include a cultivated fruit or nut orchard or a plantation established for the purpose of producing Christmas trees or a tree nursery for landscape and provided further that, for purposes of this definition, "Woodlands" shall include the area up to the dripline of the outer most trees of such "Woodlands" and/or corridors measured up to and including 30 metres in width.

- (uu) "Injure" means any action that causes physical, biological, or chemical damage to a tree but does not include pruning or removal of branches for maintenance purposes as undertaken in accordance with Good Forestry Practices, and "Injury" shall have a meaning consistent therewith.

## 2. General Prohibitions

- a) Except as provided in Section 3, no person through their own actions or through any other person shall harvest, destroy, or injure any living tree unless the person who is harvesting, destroying or injuring trees have done so in accordance with:

- i) Good Forestry

The person who is harvesting, destroying or injuring trees does so in accordance with Good Forestry Practices as prescribed by:

- a) a Registered Professional Forester in good standing with the Ontario Professional Foresters Association; or
    - b) an associate member in good standing of the Ontario Professional Foresters Association, and

the person who is harvesting, destroying or injuring trees has abided by Section 5 below; or

ii) Circumference Limit

The person who is harvesting, destroying or injuring trees has only harvested, destroyed, or injured those trees which have attained, at the specified point of measurement, the circumference measurement which equals or is greater than the minimum circumference prescribed for the species in Schedule "A" hereto and the person who is harvesting, destroying, or injuring trees has abided by Section 5 below.

- b) In addition to and/or notwithstanding that set forth in Section 2(a) above,
- i) Except in accordance with Section 2(a), no person through their own actions or through any other person shall harvest, destroy, or injure a tree as prescribed in Schedule "A" located in a Conifer Plantation;
  - ii) Except in accordance with Section 2(a)(i), no person through their own actions or through any other person shall harvest, destroy, or injure a tree located in a Sensitive Natural Area;
  - iii) Except in accordance with Section 2(a)(i) or Section 3, no person through their own actions or through any other person shall harvest, destroy, or injure any living tree having a circumference at the specified point of measurement less than that referenced in and set forth in Schedule "A" hereto;
  - iv) Except in accordance with Section 3, no person through their own actions or through any other person shall harvest, destroy, or injure any living tree unless the person who is harvesting, destroying, or injuring trees has only harvested, destroyed, or injured those trees:
    1. which have met the definition of stand improvement which can be proven before and after the trees have been harvested, destroyed, or injured, the onus of which proof lies upon such person harvesting, destroying, or injuring those trees; or
    2. which have attained, at the specified point of measurement, the circumference of which equals or is greater than the minimum circumference prescribed for the species in Schedule "A";
  - v) At no time shall the harvest, destruction, or injury of trees be permitted or allowed so as to:
    1. reduce the number of trees per hectare below the minimum number of trees per hectare required to constitute woodlands;
    2. reduce the basal area in that part of the forest and where trees which measure 26 centimetres or more at DBH have been harvested, destroyed, or injured below 16 m<sup>2</sup> per hectare for all trees, including a minimum of 4 m<sup>2</sup> per hectare in trees 50 centimetres or more at DBH;
  - vi) At all times, the harvesting, destruction, or injury of trees in woodlots with a basal area less than 16 m<sup>2</sup> per hectare of trees measuring 26 centimetres or more at DBH shall be completed in accordance with Good Forestry Practice, including but not limited to according to a prescription;
  - vii) Where trees are marked for harvest, destruction, or injury, the person responsible for marking such trees shall mark those trees to be harvested, destroyed, or injured with a paint mark of at least five centimetres in area and visible on at least two (2) opposite sides of the tree as well as the base of the tree in such a fashion that such

marks will be visible after harvesting, destruction, or injury is complete;

- viii) With the exception of work on municipal drains and/or where such work is exempted pursuant to Section 3 below, if any tree removal is necessary due to the undertaking of any drainage work, notification of the Officer is necessary and every person intending to destroy or injure trees for purposes of drainage work must comply with the requirements of Section 4 below;
  - ix) In the event that drainage work adjacent to a woodlands shall result in the destruction or injury of a tree or trees within such woodlands, any such drainage work shall be constructed of closed tile in that part of the drainage works that passes through or within 10 metres adjacent to such woodlands; and
  - x) Where trees are marked for harvest, destruction, or injury in accordance with this By-Law, any and all trees so marked shall be harvested and removed from the woodlands by the person who is harvesting, destroying, or injuring such trees.
- c) No person through their own actions or through any other person shall:
- i) fail to comply with an order issued pursuant to this By-Law;
  - ii) contravene the terms or conditions of a permit issued pursuant to or as contemplated by this By-Law; or
  - iii) remove or deface any order issued pursuant to this By-Law.
- d) A person shall not:
- i) harvest, destroy, or injure a tree below the lowest point of measurement contemplated by this By-Law unless otherwise authorized by an Officer;
  - ii) harvest unnecessarily or intentionally destroy or injure any tree that is to remain standing after the harvest of trees is completed;
  - iii) operate a vehicle, equipment, or machinery or conduct their operations in such a manner or at such time that results in excessive damage to the soil, wetlands, or natural areas or portions of the woodlands;
  - iv) operate a vehicle, machinery, or equipment or conduct operations in a manner or at a time that results in the leaving of any part of a tree in a watercourse, including but not limited to any trees that have not been cut but have been pushed, knocked over, or otherwise ended up in a watercourse;
  - v) leave a treetop, which can be safely trimmed and not scheduled for fuel wood processing, higher than 3.5 metres above the ground to the highest branch.

### 3. Exemptions to this By-Law

This By-Law does not apply to:

- a) Activities or matters undertaken by the Corporation of the County of Elgin or any member municipality of the Corporation of the County of Elgin or any Local Board of the Corporation of the County of Elgin or any member municipality thereof;
- b) Activities or matters undertaken under a license issued pursuant to the Crown Forestry Sustainability Act, 1994;
- c) The injuring or destruction of trees by a person licensed under the Surveyors Act to engage in the practice of cadastral surveying or his or her agent while in the process of completing a survey;



- d) The injuring or destruction of trees imposed as a condition to the approval of site plan, a plan of subdivision or a consent under section 41, 51, or 53, respectively, of the Planning Act or as a requirement of a site plan agreement or subdivision agreement entered into under those sections;
- e) The injuring or destruction of trees imposed as a condition to a development permit authorized by regulation made under Section 70.2 of the Planning Act or as a requirement of an agreement entered into under the regulation;
- f) The injuring or destruction of trees by a transmitter or distributor, as those terms are defined in Section 2 of the Electricity Act, 1998, for the purpose of construction and maintaining a transmission system or a distribution system, as those terms as defined in the Section;
- g) The injuring or destruction of trees undertaken on land described in a license for a pit or quarry or a permit for a wayside pit or wayside quarry issued under the Aggregate Resources Act;
- h) The injuring or destruction of trees undertaken on land in order to lawfully establish and operate or enlarge any pit or quarry on land,
  - i) that has not been designated under the Aggregate Resources Act or a predecessor of that Act; and
  - ii) on which a pit or quarry is permitted land use under a by-law passed under Section 34 of the Planning Act, 2001, C. 25, S. 135 (12);
- i) the injuring or destruction of trees where the owner of the woodlands has been granted an exemption by the Council pursuant to Section 4;
- j) The injuring or destruction of trees that is required in order to erect any building, structure or thing in respect of which a Building Permit has been issued and has taken into consideration the protection of trees surrounding the structure or work within the building envelope, provided that no tree is destroyed or injured that is located more than 15 metres from the outer edge of the building, structure or thing and the Officer has been notified;
- k) The injuring or destruction of trees that is required in order to install and provide utilities to the construction or use of the building, structure or thing in respect of which a Building Permit has been issued;
- l) The injuring or destruction of trees that is required in order to install and provide utilities to provide a single lane driveway for vehicular access to the building, structure or thing in respect of which a Building Permit has been issued;
- m) The owner of the woodlands who has harvested, destroyed or injured twenty (20) trees per year, providing such activities has not reduced the number of trees per hectare below the minimum number of trees per hectare required to be considered a woodland and notification of such operations has been provided to the Officer;
- n) The harvest, destruction, or injury of trees where the trees are destroyed, or injured pursuant to a legally binding contract if:
  - i) the owner of the woodlands has given notice pursuant to S. 5 herein;
  - ii) the contract was signed within one (1) year immediately preceding the date on which this By-Law was passed;
  - iii) proof of the signed contract and a down payment of at least twenty (20) per cent of the contract value has been received by the Officer; and
  - iv) the trees are harvested, injured or destroyed in a manner consistent with this By-Law and the restrictions and regulations thereunder and

have been or are harvested, destroyed, or injured within two (2) years of the date of enactment of this By-Law.

- o) The destruction or injury of trees that may occur during the pursuit of normal farming practices as outlined under the Farming and Food Production and Protection Act, S.O. 1998, c. 1, including but not limited to the destruction or injury of trees to prevent the encroachment of woodlands on agricultural production resources;
- p) The destruction or injury of trees undertaken for the construction of drainage works under the Drainage Act, R.S.O. 1990, c. D.17, as amended, and the Officer has been notified;
- p) The harvest of trees by the owner of the woodlands for his or her own use, providing that such harvest has not reduced the number of trees per hectare below the minimum number of trees per hectare required to constitute woodlands as defined by this By-Law.

### 3.1 Exceptions to Exemptions

- (a) The exemptions provided for in sections 3 (m) and 3 (q) above do not apply to lands identified in Schedule "L" hereto and for which the harvest, destruction, or injury of a tree or trees upon such lands requires that a Slope Permit be obtained pursuant to section 5.1 below.

### 4. Council Exemption (Woodlands Clearing)

- a) In order to be considered for an exemption to the prohibition contained in Section 2 hereunder, the owner of the woodlands must apply to the Council for an exemption at least forty (40) days prior to the anticipated commencement of harvest, injury or destruction of trees by submitting:
  - i) a completed application form as set forth in Schedule "B";
  - ii) if demanded by the Clerk in respect of woodlands having an area greater than one (1) hectare, an environmental impact study; and
  - iii) the applicable fee as set out in Schedule "G" hereto.
- b) At least twenty-one (21) days prior to consideration of the application for an exemption, the Officer shall send, by regular mail, written notice in the form of Schedule "D" to the applicant and all assessed owners of each parcel of land abutting the applicant's woodlands for which an exemption is being sought and to such other persons and agencies as prescribed by Council.
- c) The Officer shall erect and display a public notice regarding the exemption application at the entrance to the woodlands in a position that insures that it is clear and visible to all persons, which notice shall be in the form set forth in Schedule "E" hereto.
- d) The notice shall be posted at least twenty-one (21) days prior to consideration of the application by either the Clerk or Council.
- e) In respect of applications for exemptions for woodlands having an area of less than one (1) hectare, where there have been no objections filed with the Council or Clerk and/or the Officer agrees that the general purpose and intent of this By-Law is maintained, the Clerk may grant the permit for an exemption in the form set forth as Schedule "C" hereto; provided that, in respect of applications for exemptions for woodlands having an area equal to or greater than one (1) hectare, the said application shall be considered by Council.
- f) When granting an exemption, the Clerk may include terms or conditions desirable for the appropriate development or use of the land on which the

exemption is sought and in keeping with and maintaining the purpose and intent of this By-Law.

- g) Where the application for exemption relates to a woodlands having an area greater than one (1) hectare or where there have been objections filed with the Clerk or where the Clerk refuses to grant a permit for exemption, or where the applicant objects to the terms and conditions on the permit for exemption as established by the Clerk, the Council will consider or re-consider, as the case may be, the application for exemption or any conditions to the permit and thereafter make a decision as to the granting of the exemption and a permit in relation thereto.
  - h) When granting an exemption, the Council may include terms and conditions to its permission which are desirable for the appropriate development or use of the land on which the exemption is sought and as consistent with and maintaining the general purpose and intent of this By-Law.
  - i) Council shall hear any person who wishes to speak to the application for an exemption for which objections have been filed. Upon the conclusion of the Council hearing during which the application for the exemption is being considered, the Council may make its decision regarding the granting of a decision or defer such decision to a subsequent date, in which latter circumstances, the Council shall advise the persons in attendance of the date, time, and location when Council will make a final determination in respect of such application.
  - j) When denying an exemption, Council must notify the applicant of the denial of such application, the date of denial of such application, and the reasons for such denial, which notification must be delivered within ten days of the date of such denial.
  - k) For purposes set forth above, the applicant may object to the terms and conditions attached to any permit for exemption issued pursuant to this By-Law.
5. Notification/Application (Permission by Notice of Intent)
- a) Every owner of woodlands or person acting on behalf of the owner who intends to harvest, destroy, or injure trees personally or through another person under Section 2 (a) (i) or Section 2 (a) (ii) of this By-Law shall complete and submit to the Clerk an application to harvest, destroy, or injure trees as prescribed in Schedule "F" hereto not less than thirty (30) days prior to the commencement of such harvest, destruction, or injury.
  - b) A fee will not be chargeable in respect of an Application contemplated under Section 5(a) above.
  - c) Any person who has submitted an application to harvest, destroy, or injure trees in accordance with Subsection 5 above shall also erect and display a sign in the form as outlined in Schedule "K" hereto at the entrance at the adjoining roadway to the lands where the harvest, destruction, or injury of trees is to occur, which signs to be clear and visible to all persons, erected prior to the commencement of such operations and remain erected in such place until five (5) days after the completion of such operations.
  - d) Any person who has submitted an application to harvest, destroy, or injure trees pursuant to Subsection 5(a) above shall notify the Officer at least twenty-four (24) hours prior to the start of such harvest, destruction, or injury of trees.
  - e) For purposes of this Section, the application to harvest, destroy, or injure trees may be delivered to the Clerk by First Class Mail, hand delivery, or

facsimile transmission to the County of Elgin at its administration offices, 450 Sunset Drive, St. Thomas, Ontario, during normal business hours.

- f) For purposes of this Section, a single application may be submitted for multiple properties owned by the same person, provided that, in all circumstances, all requisite information is provided within such application, including but not necessarily limited to through submission of additional information forms.

5.1 Regulations for Harvest, Destruction, or Injury to Trees on Slopes – Slope Permit

- a) Without limiting the generality of the procedure and requirements set forth in section 5 above, where the harvest, destruction or injury of any tree or trees is proposed and/or intended for lands located with a Woodlands Slope area identified on mapping attached as Schedule "L" (L1 to L7 inclusive) hereto, the owner of such lands or any person acting on behalf of the owner shall also apply for and obtain a Slope Permit authorizing such harvest, destruction, or injury of tree or trees.
- b) The following rules apply to the harvest, destruction, or injury of any tree or trees from slopes as identified in Schedule "L" hereto:
- (i) The owner of any woodlands or any person acting on behalf of such owner shall consult with the Officer prior to submission of the Application for Slope Permit to, among other things, confirm the requirement to apply for and obtain such Permit and otherwise received preliminary direction as to documentation required to be delivered in support of such application.
- (ii) Concurrent with submission of the Application to harvest, destroy or injure trees as set forth in section 5 (a) above, the owner of any woodlands or any person acting on behalf of such owner shall also apply for and obtain a Slope Permit as prescribed in Schedule "N" hereto and in that regard shall submit the following additional documentation to the Clerk:
- (1) An Application for Slope Permit as prescribed in Schedule "M" hereto (hereinafter referred to as the "Application");
  - (2) The fee, if any, as prescribed in Schedule "G" hereto;
  - (3) Written confirmation of pre-consultation with the Officer, including preliminary direction as to documentation required to support the Application for Slope Permit;
  - (4) If required at the preliminary direction of the Officer, an Arborist Report identifying the tree or trees to be harvested, destroyed, or injured, a description of the health of such tree or trees, and, if included, recommendations as to operations for the harvest, destruction, or injury of such tree or trees;
  - (5) If required at the preliminary direction of the Officer, a report prepared by a qualified geotechnical engineer that certifies that the proposed harvest, destruction, or injury of tree or trees will not create increased erosion or land slip to the subject slope area and identified remedial works to be undertaken to control erosion and land slip upon the subject slope area;
  - (6) If required at the preliminary direction of the Officer, a statement signed by the Applicant ensuring that the Applicant will be responsible for undertaking and completing all recommendations made by the arborist in accordance with the report described in

item (4) above and all works required by the geotechnical engineer in accordance with the report described in item (5) above;

- (7) If required at the preliminary direction of the Officer, a statement detailing the proposed method of disposal of any wood waste / clearing debris;
  - (8) If required at the preliminary direction of the Officer, a statement detailing the proposed method for adequate control of drainage and erosion impacts from the tree removal site;
  - (9) The written consent of any adjacent property owner if the base of any tree or trees to be harvested, destroyed, or injured straddles a property line with that adjacent owner; and,
  - (10) If the Application is not made by the owner of the lands from which the tree or trees is to be removed, the written consent of the owner of such lands from which any tree or trees is or are to be harvested, destroyed, or injured.
- (iii) The Clerk, on the advice of the Officer, shall advise the person submitting the Application as referred to in section 5.1 (b) (ii) (l) that the Application is complete or incomplete and, if incomplete, the Clerk shall specify why the Application is considered incomplete.
  - (iv) If the Application as referred to above is withdrawn in writing by the Applicant or if the Application is incomplete for in excess of one (1) year from the date of original submission, it shall be deemed as withdrawn and no refund of fees shall be made. The Clerk shall close the Application file when any Application is withdrawn or deemed to be withdrawn.
  - (v) When an Application is complete, the Clerk shall forward the Application, along with all supporting documentation as referred to in section 5.1 (b) (ii) to the Officer for review and processing. Concurrently, the Clerk shall also forward a photocopy of such Application and supporting documentation to the Clerk of the lower tier municipality in which the tree or trees to be harvested, destroyed or injured is or are located for review and comment within fifteen (15) days of delivery to such Clerk of the lower tier municipality.
  - (vi) The Officer shall be responsible for reviewing the Application and all supporting documentation and thereafter, shall decide if a Slope Permit authorizing the harvest, destruction and injury of any tree or trees thereunder shall issue and terms and conditions applicable to such Slope Permit, providing at all times that the Officer shall not make any determination or issue such Permit without receipt and taking into account the review comments to be received from the Clerk of the lower tier municipality as referred to in section 5.1 (b) (v) above.
  - (vii) If the Officer decides to issue a Slope Permit as contemplated in section 5.1 (b) (vi) above, he shall do so in the form prescribed in Schedule "N" hereto and the owner of the lands upon which the tree or trees so authorized to be harvested, destroyed, or injured and any person acting on behalf of the owner shall comply with all terms and conditions thereof.
  - (viii) With necessary changes, the requirements of sections 5 (c), (d), and (e) apply to the processing and administration of an Application for and Slope Permit issued pursuant to this section.
  - (ix) A Slope Permit issued pursuant to this section shall be valid for a maximum of one (1) calendar year from the date of issuance.

- (x) The owner of the lands for which a Slope Permit has been denied or the person authorized on his behalf or, as it relates to conditions only, the lower tier municipality within which such lands are located, may appeal the decision of the Officer to Council and Council may consider and reconsider, as the case may be, the Application, the denial of a Slope Permit and/or the terms and conditions thereof and thereafter make a decision as to the granting of a Slope Permit and the terms and conditions thereof.
- (xi) The interested party or parties to the appeal process referred to in section 5.1 (b) (x) shall be notified in writing of the date of hearing by Council and furthermore, shall be provided with a copy of all relevant documentation in relation thereto.
- (xii) During the course of the appeal hearing contemplated by section 5.1 (b) (xi) above, Council shall hear any person, corporation or body interested therein who wishes to speak to such appeal and who has previously sought permission to do so in writing. Upon conclusion of the hearing, Council shall make a decision regarding the appeal of the decision of the Officer and grant or dismiss the appeal. If the appeal is dismissed then the decision of the Officer is confirmed while if the appeal is granted, then the decision of the Officer is reversed or otherwise revised as Council directs.
- (xiii) When an Application for Slope Permit is denied after an appeal hearing to Council, Council, by its Clerk, shall in writing notify the Applicant of such denial, the date of which notification shall be sent to the Applicant by regular mail posted no later than fifteen (15) days after the date of decision.

6. Application for Council Exemption for Woodlands Clearing

- a) Applications for Permits pursuant to Section 4 above will not be reviewed or processed or a permit issued in respect thereof unless:
  - i) applications have been completed and submitted in full;
  - ii) applications are in keeping and consistent with and maintain the general purpose and intent of this By-Law; and
  - iii) any prescribed application fee, as set forth in Schedule "G" hereto, has been paid in full.
- b) Any permit contemplated by this By-Law may be:
  - i) issued to the applicant for a term of one (1) year; and
  - ii) renewed by the Clerk for one term of one (1) year provided that such request for renewal is received prior to the expiry date of the original permit and any additional prescribed application/renewal fee is set forth in Schedule "G" hereto.
- c) In the event that a permit application or renewal thereof is denied, the Clerk, Officer, or his or her agent shall notify the applicant of such denial within ten (10) days of the decision thereof.

7. Appeals to the Ontario Municipal Board

- a) An applicant may appeal a decision in respect of an application for a permit pursuant to this By-Law hereto to the Municipal Board if:
  - i) the Municipality refuses to issue a permit, within thirty (30) days after such refusal;
  - ii) the Municipality fails to make a decision on such application, within forty-five (45) days after the application is submitted to the Officer; or
  - iii) if the applicant objects to a term or condition attached to such permit, within thirty days after the issuance of the permit.

8. Orders to Discontinue Activity

- a) Where the Officer is satisfied that a contravention of this By-Law has occurred, the Officer may make an order requiring the person who contravened the By-Law or who caused or permitted the harvest, destruction, or injury of trees in contravention of this By-Law to discontinue such activity, which order shall be issued in the format set forth in Schedule "J" hereto.
- b) An order issued pursuant to this Section may be served personally or served by sending it by mail to the last known address of:
  - i) the owner of the woodlands; or
  - ii) the person identified as harvesting, destroying, or injuring a tree or trees.
- c) Where service of an order is made by mail, service shall be deemed to have been effected on the fifth (5<sup>th</sup>) day after the order is mailed.
- d) Where service cannot be completed pursuant to Subsection 8(b) above, it is deemed sufficient if the Officer places a placard containing the terms of the order in a conspicuous place on the effected lands and the placing of the placard shall be deemed to be sufficient service of the order on the person to whom the order is directed.
- e) If the person to whom the order is directed is not satisfied with the terms of such Order, the person may appeal to Council by filing a notice of appeal by personal service or registered mail to the Clerk and the Officer within thirty (30) days of the date of the order.
- f) Where an appeal has been filed, Council shall hear and consider the appeal and, in respect of such appeal, Council shall have all the powers and functions of the Officer.
- g) Before conducting a hearing under this Section, the Clerk shall give notice to such persons or direct that notice be given to such persons as the Clerk considers should receive notice and in the manner directed by the Clerk.
- h) After hearing an appeal, Council may confirm or revoke any order issued pursuant to this Section.
- i) The proceedings at the hearing held by Council pursuant to this Section shall be in accordance with the provisions of the Statutory Powers Procedures Act, R. S.O. 1990, c. 22. The decision of Council in respect of any such matter under this Subsection shall be final.

9. Penalty

- a) Any person who contravenes any provisions of this By-Law or an order issued pursuant to Section 8 is guilty of an offence and is liable
  - i) on first conviction, to a fine of not more than \$10,000.00 or \$1,000.00 per tree harvested, destroyed, or injured by such contravention, whichever is greater; and
  - ii) on any subsequent conviction, to a fine of not more than \$25,000.00 or \$2,500.00 per tree harvested, destroyed, or injured by such contravention, whichever is greater.
- b) If a person is convicted of an offence for contravening this By-Law or an order issued under Section 8, the Court in which the conviction has been entered or any other Court of competent jurisdiction thereafter may order the person to rehabilitate the land or to plant or replant trees in such a

manner and within such period as the Court considers appropriate, including any civil cultural treatment necessary to re-establish trees.

10. Enforcement

- a) This By-Law shall be enforced by an Officer appointed by the Corporation of the County of Elgin, including but not necessarily limited to those persons identified in Schedule "H" hereto.
- b) An Officer may at any reasonable time enter and inspect any lands to determine whether this By-Law, an order hereunder, or condition to a permit issued hereunder is being complied with.
- c) Any person who obstructs or interferes with an Officer in the discharge of his or her duties under this By-Law shall be considered in violation of this By-Law.

11. Administration

- a) Schedules "A" to "N" hereto shall form part of this By-Law.
- b) If any Section or Sections of this By-Law or parts thereof are found by any Court to be illegal or beyond the power of Council to enact, such Section or Sections or parts thereof shall be deemed to be severable and all other Sections or parts of this By-Law shall be deemed to be separate and independent therefrom and continue in full force and effect unless and until similarly found illegal.
- c) The short title of this By-Law is the "Woodlands Conservation By-Law".
- d) By-Law No. 87-6 for the Corporation of the County of Elgin, as amended by By-Law No. 93-30, shall be repealed upon enactment of and the coming into force and effect of this By-Law.
- e) Despite Subsection 11(d) above, By-Law 87-6 for the Corporation of the County of Elgin is amended, shall continue to apply to proceedings in respect of offences that occurred before its repeal.

READ a first and second time this 15<sup>th</sup> day of February 2005.

*Original Signed*

*Original Signed*

---

Mark G. McDonald,  
Chief Administrative Officer.

---

James A. McIntyre,  
Warden.

READ a third time and finally passed, as amended, this 13<sup>th</sup> day of September 2005.

*Original Signed*

*Original Signed*

---

Mark G. McDonald,  
Chief Administrative Officer.

---

James A. McIntyre,  
Warden.



**Schedule "A"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**CIRCUMFERENCE LIMITS BY TREE SPECIES**

The Committee on the Status of Endangered Wildlife in Canada (COSEWIC) shall be consulted for the most recent list of Rare, Threatened or Endangered trees.

Conifer Plantations			
White Pine	Pinus strobes	Norway Spruce	Picea abies
Red Pine	Pinus resinosa	White Spruce	Picea glauca
Jack Pine	Pinus banksiana	Larch	Larix deciduas
Scots Pine	Pinus sylvestris	Tamarack	Larix laricina

Current Size

<u>Group "A" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Kentucky Coffee Tree (Gymnocladus dioicus)	240	215	200	190
Tulip Tree (Liriodendron tulipifera L.)	240	215	200	190
Honey Locust (Gleditsia triacanthos)	240	215	200	190
Sycamore (Platanus occidentalis L.)	240	215	200	190
Hackberry (Celtis occidentalis L.)	240	215	200	190
Black Gum (Nyssa sylvatica)	240	215	200	190
Pignut Hickory (Carya glabra)	240	215	200	190
Big Shellbark Hickory (Carya laciniosa)	240	215	200	190
Cucumber Tree (Magnolia acuminata L.)	240	215	200	190
Butternut (Juglans cinerea L.)	240	215	200	190
American Chestnut (Castanea dentate)	240	215	200	190
Red Mulberry (Morus rubra L.)	240	215	200	190
Eastern Flowering Dogwood (Cornus florida L.)	240	215	200	190
Blue Ash (Fraxinus quadrangulata Michx.)	240	215	200	190

<u>Group "B" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Oak				
- Red (Quercus rubra)	196	176	164	150
- Black (Quercus velutina)	196	176	164	150
- White (Quercus alba)	196	176	164	150
- Swamp White (Quercus bicolor)	196	176	164	150
- Bur (Quercus macrocarpa)	196	176	164	150
- Hills (Quercus ellipsoidalis)	196	176	164	150
- Chinquapin (Quercus muehlenbergii)	196	176	164	150
Maple				
- Sugar (Acer saccharum)	196	176	164	150
- Black (Acer nigrum)	196	176	164	150
- Red (Acer rubrum)	196	176	164	150
- Silver (Acer saccharinum)	196	176	164	150

**Schedule "A" Continued**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

<u>Group "B" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Cottonwood ( <i>Populus deltoides</i> )	196	176	164	150
Elm				
- White ( <i>Ulmus americana</i> L.)	196	176	164	150
- Red ( <i>Ulmus rubra</i> )	196	176	164	150
- Rock ( <i>Ulmus thomasii</i> )	196	176	164	150

<u>Group "C" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Ash				
- White ( <i>Fraxinus americana</i> L.)	212	183	164	150
- Red (Green) ( <i>Fraxinus pennsylvanica</i> )	212	183	164	150
- Pumpkin ( <i>Fraxinus profunda</i> )	212	183	164	150
Black Walnut ( <i>Juglans nigra</i> L.)	212	183	164	150
Black Cherry ( <i>Prunus serotina</i> )	212	183	164	150
Basswood ( <i>Tilia americana</i> )	212	183	164	150
Hemlock ( <i>Tsuga canadensis</i> )	212	183	164	150
Excluding plantations				
White Pine ( <i>Pinus strobus</i> )	212	183	164	150
Larch ( <i>Larix decidua</i> )	212	183	164	150
Spruce				
- Norway ( <i>Picea abies</i> )	212	183	164	150
- White ( <i>Picea glauca</i> )	212	183	164	150

<u>Group "D" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Hickory				
- Shagbark ( <i>Carya ovata</i> )	164	142	128	117
- Bitternut ( <i>Carya cordiformis</i> )				
- Black Ash ( <i>Fraxinus nigra</i> )	164	142	128	117
Yellow Birch ( <i>Betula alleghaniensis</i> )	164	142	128	117
American Beech ( <i>Fagus americana</i> )	164	142	128	117
Excluding plantations				
Pine				
- Red ( <i>Pinus resinosa</i> )	164	142	128	117
- Jack ( <i>Pinus banksiana</i> )	164	142	128	117
- Scots ( <i>Pinus sylvestris</i> )	164	142	128	117
Tamarack ( <i>Larix laricina</i> )	164	142	128	117

**Schedule "A" Continued**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

<u>Group "E" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Poplar				
- Balsam ( <i>Populus balsamifera</i> L.)	97	83	75	69
- Trembling Aspen ( <i>Populus tremuloides</i> )	97	83	75	69
- Largetooth Aspen ( <i>Populus grandidentata</i> )	97	83	75	69
White Birch ( <i>Betula papyrifera</i> )	97	83	75	69
Ironwood ( <i>Ostrya virginiana</i> )	97	83	75	69
	97	83	75	
Willow sp. ( <i>Salix</i> sp.)	97	83	75	69

<u>Group "F" Species</u>	10 cm Point of measure Minimum circumference	20 cm Point of measure Minimum circumference	30 cm Point of measure Minimum circumference	45 cm Point of measure Minimum circumference
Pin Cherry ( <i>Prunus pensylvanica</i> )	80	78	75	69
Cedar				
- White ( <i>Thuja occidentalis</i> L.)	80	78	75	69
- Red ( <i>Juniperus virginiana</i> L.)	80	78	75	69

<u>Conifer Plantations</u>				
Pine	Good	Good	Good	Good
- White ( <i>Pinus strobus</i> L.)	Forestry	Forestry	Forestry	Forestry
- Red ( <i>Pinus resinosa</i> Ait.)	Practice	Practice	Practice	Practice
- Jack ( <i>Pinus banksiana</i> Lamb.)	ONLY	ONLY	ONLY	ONLY
- Scots ( <i>Pinus sylvestris</i> L.)				
Spruce	Good	Good	Good	Good
- Norway ( <i>Picea abies</i> )	Forestry	Forestry	Forestry	Forestry
- White ( <i>Picea glauca</i> )	Practice	Practice	Practice	Practice
	ONLY	ONLY	ONLY	ONLY

Circumference measurements will be taken 10, 20, 30 and 45 centimetres above the highest point of the ground and shall be outside of bark measurement.

Point of measure must be left on the stump (i.e. if measured at 45 cm stump must be left at 45 or greater.)

**Schedule "B"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**Council Exemption for Woodlands Clearing Application**

APPLICATION NUMBER

I/We wish to apply for an exemption from the provisions of the County of Elgin By-Law No. 05-03 which prohibits or regulates the destruction or injury of trees. In order to be allowed to remove trees as outlined in this application.

1. Name(s) of Owner(s): \_\_\_\_\_

Telephone: \_\_\_\_\_

Mailing Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Location of Woodland Clearing:  
Municipality (Town, Village, Municipality) \_\_\_\_\_

Lot \_\_\_\_\_ Concession \_\_\_\_\_

GPS Coordinates Latitude \_\_\_\_\_ and Longitude \_\_\_\_\_

Civic Address (911#) \_\_\_\_\_

Tax Roll No. \_\_\_\_\_

3. Reason for wishing to destroy or injure trees:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Describe species of trees and size of trees to be removed.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Area to be cleared (in metric)  
Length \_\_\_\_\_ metres Width \_\_\_\_\_ metres  
Area \_\_\_\_\_ (in square metres or hectares)

6. Has the owner previously applied for and been granted permission to destroy or injure trees? Yes ( ) No ( )

If yes, please indicate the purpose to which they were removed approximate size of area cleared and date.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Other information deemed pertinent to this application.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Schedule "B" continued**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

8. Names, mailing address and phone number of all owners of property which abut the land of the owner of the woodlands in respect to which this application is made as per Section 4 of this By-Law. (If insufficient space, please attach another sheet of paper.)

Name	Mailing Address	Phone Number

9. Each application must be accompanied by a sketch, no smaller than 20 centimetres by 35 centimetres, showing: a scale drawing clearly indicating the area proposing to be cleared and the area or trees that will remain, all buildings on the owner's property and on the abutting property, and the land use of abutting lands (e.g. residential, agricultural, woodlands, commercial, etc.)
10. An on site inspection will be made. Please mark perimeter trees, which will remain if this application is granted, by spraying, or some other means, to clearly indicate during the site visit what is being proposed for clearing.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Applicant or Authorized Agent

Note: If this application is signed by any person other than the owner, written authorization of the owner(s) must accompany the application. If the applicant is a corporation, the application must be signed by an Officer (and the position must be indicated) and the corporate seal shall be affixed.

Please return completed application form to: Elgin County Tree Commissioner c/o Kettle Creek Conservation Authority, 44015 Ferguson Line, RR #8, St. Thomas, Ontario, N5P 3T3.

**COUNCIL EXEMPTION REQUIREMENTS/ INFORMATION**

- I. An Application to Council for Exemption to Clear Woodlands must be completed in full in order to be processed. An application for an area greater than 1.0 hectares must be approved by Council and may require an Environmental Impact Study.
- II. It shall be normal practice that when an owner or his authorized agent makes an inquiry with regard to **Woodlands Conservation By-Law No. 05-03**, that the Officer will make an inspection of the property to determine whether or not an Application to Council for Exemption for Woodland Clearing is required.
- III. The County has a "No Net Loss Policy" stating that for every hectare of land cleared a hectare has to be replanted based on 1750 trees per hectare and replanted in the same municipality.
- IV. Notice of this permit application shall be sent by regular mail to all landowners whose lands abut the land the applicant has outlined. Landowners separated by a public road allowance shall also be considered to be abutting landowners. Further circulation of this application may be made to the appropriate government agencies for review and comments (i.e. Conservation Authorities, Ministry of Natural Resources, Ministry of Agriculture Food and Rural Affairs, and local Municipalities).
- V. Once an Application to Council for Exemption for Woodland Clearing is received the Officer will erect and display a public notice sign at the entrance from the adjoining roadway to the land where the Permit is being sought in a position that is clear and visible to all persons, and such a sign will be in the format of Schedule "E".
- VI. The application will not be considered by Council unless forty (40) business days have passed from the date of receipt.

Schedule "C"  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

# WOODLANDS CLEARING PERMIT

## Council Exemption for Woodlands Clearing Permit

Permission is hereby granted by the Council of the County of Elgin to destroy trees under **BY-LAW NO. 05-03**

REFERENCE APPLICATION # \_\_\_\_\_

ISSUED TO: \_\_\_\_\_

LOT \_\_\_\_\_

CONCESSION \_\_\_\_\_

MUNICIPALITY \_\_\_\_\_

Tax Roll Number \_\_\_\_\_

Description of area and trees to be destroyed:

Conditions of the permit:

DATE OF ISSUE \_\_\_\_\_

DATE OF EXPIRY \_\_\_\_\_

BY: ELGIN COUNTY COUNCIL

PER \_\_\_\_\_  
Clerk or Designate

**Schedule "D"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**Notification Letter**

Date

Landowner  
Address

, Ontario  
Postal Code

Dear Sir or Madam:

RE: Proposed Woodlands Clearing on Lot \_\_\_\_\_, Concession \_\_\_\_\_,  
Municipality of \_\_\_\_\_

Under Section 135 (2) of the Municipal Act all abutting landowners shall be notified of impending woodland clearings.

This letter hereby notifies you of the proposed woodland clearing by (*insert Landowner's name and address*). The proposed clearing will take place on Lot \_\_\_\_, Concession \_\_\_\_\_, in the Municipality of \_\_\_\_\_ for the purpose of \_\_\_\_\_.

If you have objections to this proposed clearing please reply in writing to the Elgin County Tree Commissioner, C/o Kettle Creek Conservation Authority, RR #8, 44015 Ferguson Line, St Thomas, Ontario, N5P 3T3, by the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

If you have any questions regarding this notice, please contact the undersigned at (519) 631-1460.

Yours truly,

Elgin County Tree Commissioner

Schedule "E"  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

Public Notice  
Woodland Conservation By-Law  
**Council Exemption for Woodlands Clearing**

This posted notice does not imply unrestricted access.  
Interested parties must receive permission to enter these lands from  
the landowner.

APPLICATION has been received affecting these woodlands.

Lot: \_\_\_\_\_ Concession: \_\_\_\_\_ Township: \_\_\_\_\_

Landowner: \_\_\_\_\_

An Application for Exemption to the County By-Law No. 05-03 has  
been submitted to clear \_\_\_\_\_ hectares of woodland.

Type of Exemption:            Agricultural Exemption  
         Other Exemption

Deadline for written comments:  
\_\_\_\_\_

This notice is posted under the authority of the Elgin County  
Woodlands Conservation By-Law No. 05-03

This Notice is to remain posted no less than 21 business days prior to  
consideration of this application.

Further information or written notice is available from the Elgin County Tree  
Commissioner at 519-631-1270 ext. 231.

**Note: This sign shall be no less than 60 cm high by 45 cm wide and the  
lettering will be no less than 1.5 cm in height.**



**SCHEDULE "F"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

APPLICATION NUMBER

**APPLICATION TO HARVEST, DESTROY OR INJURE TREES**  
**for the**  
**COUNTY OF ELGIN WOODLANDS CONSERVATION BY-LAW NO. 05-03**

This application must be completed at least five (5) working days prior to the proposed commencement of the Harvest. This permit is good for one year after being signed by the Officer.

**This application after being signed by the Officer will be returned to the Property Owner and Purchaser.**

Property Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Roll # of Woodland: \_\_\_\_\_

Location of Woodland Lot: \_\_\_\_\_ Concession: \_\_\_\_\_

Township: \_\_\_\_\_ Woodland Size: \_\_\_\_\_

Board Foot Removed: \_\_\_\_\_

911 of Woodlot: \_\_\_\_\_

Expected Starting Date: \_\_\_\_\_

Person in Charge of Cutting: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**Reason for removal: (A prescription must accompany Good Forestry Practices Cuts.)**

Good Forestry \_\_\_\_\_ Fuelwood Removal \_\_\_\_\_

Circumference \_\_\_\_\_ Other \_\_\_\_\_

Company and contact person who marked the woodlands: \_\_\_\_\_

Registered Professional Forester: \_\_\_\_\_

Registered Professional Forester Registration Number: \_\_\_\_\_

Tree Marker: \_\_\_\_\_

Tree Marker's Number: \_\_\_\_\_

Species	Number of trees	Please provide a sketch of the woodlot. Including roads and landing locations indicating North.
Totals		

I agree that operations will be in accordance with the provisions of Woodland Conservation By-Law No. 05-03, of the County of Elgin and that I am familiar with the contents and requirements of this By-Law and acknowledge having received a copy thereof.

Further, I agree to contact the Officer by telephone (519) 631-1270 ext. 231, twenty-four (24) hours prior to the start of cutting.

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Contractor

Mailing Address: Elgin County Tree Commissioner,  
c/o Kettle Creek Conservation Authority,  
RR #8, 44015 Ferguson Line,  
St Thomas, Ontario,  
N5P 3T3  
Phone: (519) 631-1270 ext. 231  
Fax: (519) 631-5026

Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, Section 32, C and D, and may be used to enforce the By-Law.

Application Received by the Officer: \_\_\_\_\_, Date: \_\_\_\_\_

Conditions: \_\_\_\_\_  
\_\_\_\_\_

**Schedule "G"**

to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**Fee Schedule**

The following fees will apply for the purpose of this By-Law:

<u>Description</u>	<u>Fee</u>
Public Notice Sign	Actual cost of the Sign
Notice to Harvest, Destroy or Injure Sign This Sign shall be in the form of Schedule "K"	Actual cost of the Sign
Application for Exemption to Clear Woodlands	\$200.00
Permit Renewal or Extension for Woodland Clearing (If applied for prior to expiry of original)	\$35.00

**Schedule "H"**

to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**Appointment of Officers**

The following people are appointed as Officers to enforce Elgin County's Woodlands Conservation By-Law No. 05-03

Chief Administrative Officer of the County of Elgin or designate

Forest and Soils Conservation Supervisor of Kettle Creek Conservation Authority or designate

**Schedule "I"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**Basal Area Calculation Assessment**

1. Basal Area Calculation

- (i) Point Sampling is defined as a method of selecting measurements and for estimating basal area using tree size rather than the frequency as the main parameter. Trees are tallied at a sample location or a point sample, the selection probability being proportional to the basal area of the tree. In point sampling, a 360-degree sweep is made with an angle gauge about a fixed point, and stems whose breast height diameters appear larger than the fixed angle subtended by the angle gauge are included in the sample. Point samples will be taken using a factor 2 prism.
- (ii) Basal area will be assessed every 60 metres along a fixed compass bearing through the woodland in which harvesting, destruction or injuring has occurred the officer will mark the centre point. The first sample will be placed 60 metres from the dripline of the woodland. No less than 3 sample points will be taken along a compass bearing through the woodland. If the average basal area/hectare is found to be below the requirements of the By-Law, then a second compass bearing line will be established 60 metres from the first line and reversing the compass bearing. This process will be completed for the entire woodland if the basal area/hectare is found to be below the By-Law.
- (iii) Where the width of the woodland is less than 130 metres, one line will be established along a fixed compass bearing down the centre of the woodland where harvesting has occurred. Sample points will then be taken every 60 metres along the established line.

See sample illustration outline sample plot lay out.

60 metres from dripline from both edges	60 metres from first sample plot	60 metres from last sample plot	60 metres from last sample plot	60 metres from last sample plot
Second line if necessary will be 60 metres away from the first line	60 metres from first sample plot	60 metres from last sample plot	60 metres from last sample plot	60 metres from last sample plot
Third line will be same as second				

The following format will be used in calculating average basal area per hectare.

Stations Tallied										Basal Area Factor: 2									
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
Plot #		Small 26-40 cm			Medium 42-48 cm			Large 50-60 cm			X-Large 62+ cm		Total All Sizes			Total **			
# of trees																			

** Total trees ( <u>        </u> ) x Basal Area Factor ( <u> 2 </u> ) = ( <u>        </u> ) Actual Basal per Hectare # of Stations( <u>        </u> )
--

**Schedule "J"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**STOP WORK ORDER**  
for the  
**COUNTY OF ELGIN**

TO: (contractor) \_\_\_\_\_

AND TO: (owner) \_\_\_\_\_

FROM: \_\_\_\_\_, Elgin County Tree Commissioner

**STOP WORK ORDER**

**YOU ARE HEREBY DIRECTED AND ORDERED TO** forthwith stop, halt, cease, and desist from any and all works associated with the destruction of trees or removal thereof from those lands comprising: Lot: \_\_\_\_\_, Concession: \_\_\_\_\_, Municipality of \_\_\_\_\_, County of Elgin.

The following contravention(s) have occurred on the above noted property: \_\_\_\_\_

Please provide written details to the above noted contravention(s) within \_\_\_\_\_ days of receipt of this Order.

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Elgin County Tree Commissioner

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Pursuant to By-Law No. 05-03, Section 8, subsection (e) where the person to whom the order is directed has been served in accordance with this By-Law is not satisfied with the terms of the order, the person may appeal to Council by filing Notice of Appeal by person or certified mail to the Officer within 30 days after the date of the Order.

Elgin County Tree Commissioner  
c/o Kettle Creek Conservation Authority  
44015 Ferguson Line,  
RR #8,  
St Thomas, Ontario  
N5R 3T3

**Schedule "K"**  
to the By-Law No. 18-39 amending By-Law No. 05-03  
(Woodlands Conservation By-Law)

**Notice of Timber Harvest**

**DO NOT ENTER** during Harvest activities for your own safety

This posted notice does not imply unrestricted access.

Interested parties must receive permission to enter these lands from the landowner.

Contractor: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Owner: \_\_\_\_\_

Harvest Date: \_\_\_\_\_

Woodlands Marked by: \_\_\_\_\_

Phone Number of Marker: \_\_\_\_\_

This Notice is posted under the authority of the Woodlands Conservation By-Law No. 05-03.

This Notice is to be posted at the commencement of harvest and no less than five (5) days after completion of harvest. Removal prior to this period is a chargeable offence.

If you should have any questions or concerns regarding this timber destruction please contact the Elgin County Tree Commissioner at 519-631-1270 ext. 231.

**Note: This sign shall be no less than 60 cm high by 45 cm wide and the lettering will be no less than 1.5 cm in height.**

**SCHEDULE "L"**

Slopes Subject to Regulation  
(s. 5.1)

Maps L1 to L7 attached

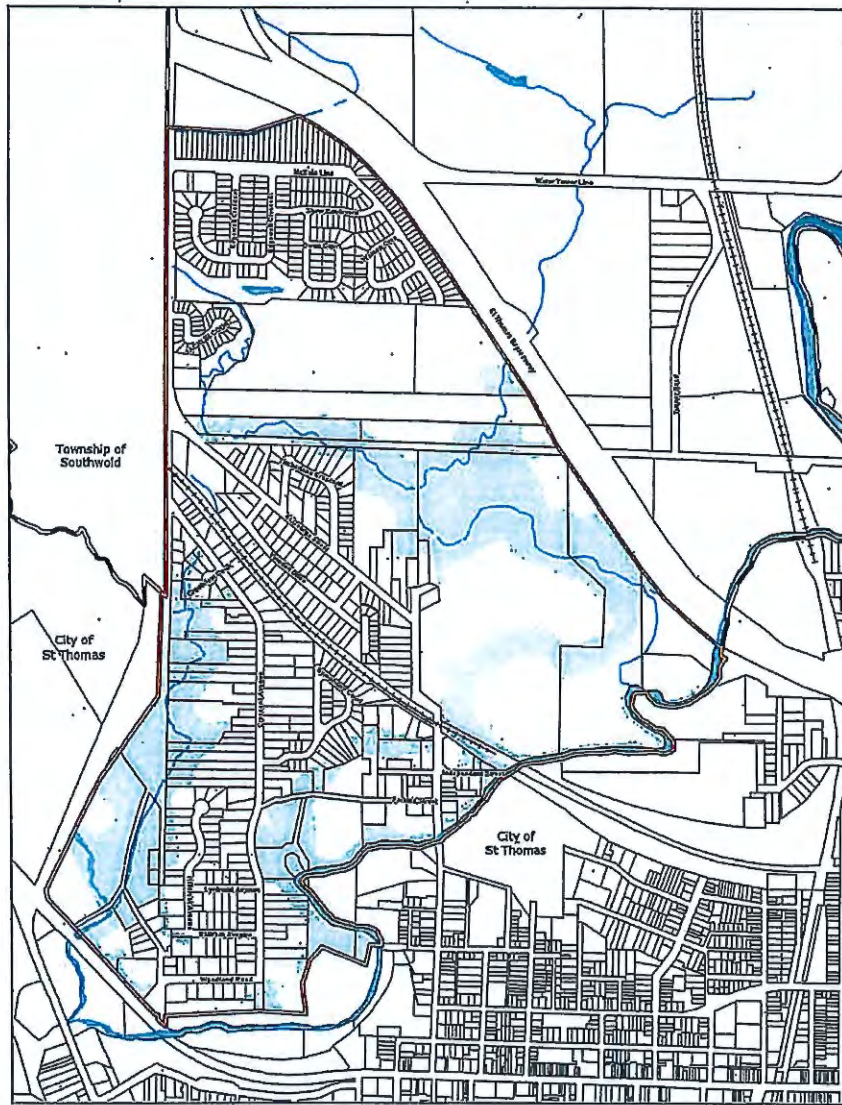


The Municipality of  
 Central Elgin  
 Community  
 of Belmont  
 Schedule L1

- Map Legend**
- Urban Settlement Area
  - Municipal Boundary
  - Railway
  - Watercourses
  - Wetlands
  - Woodlands Skyes







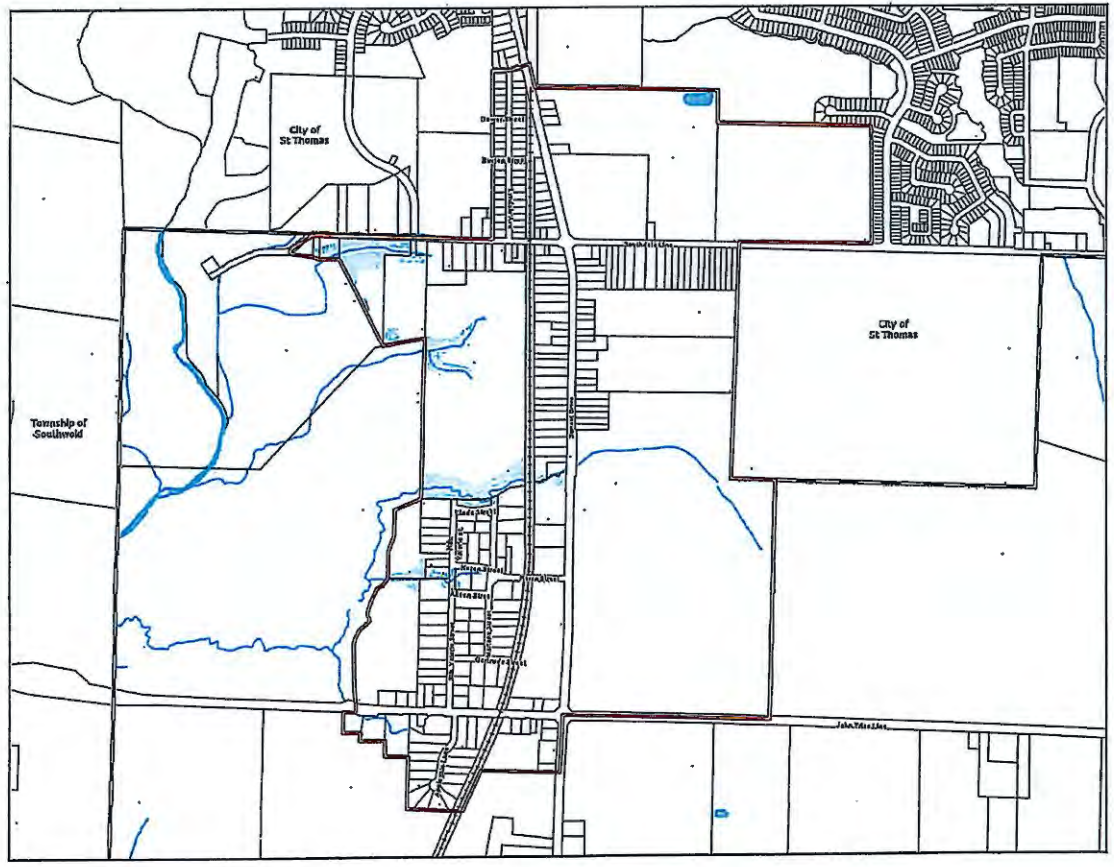
The Municipality of  
Central Elgin  
Community  
of Lynhurst  
Schedule L2

**Map Legend**

	Urban Settlement Area
	Municipal Boundary
	Railway
	Watercourses
	Waterbodies
	Woodlands Slopes







January 2016



The Municipality of  
Central Elgin  
Community of  
Norman Lyndale  
Schedule L3

**Map Legend**

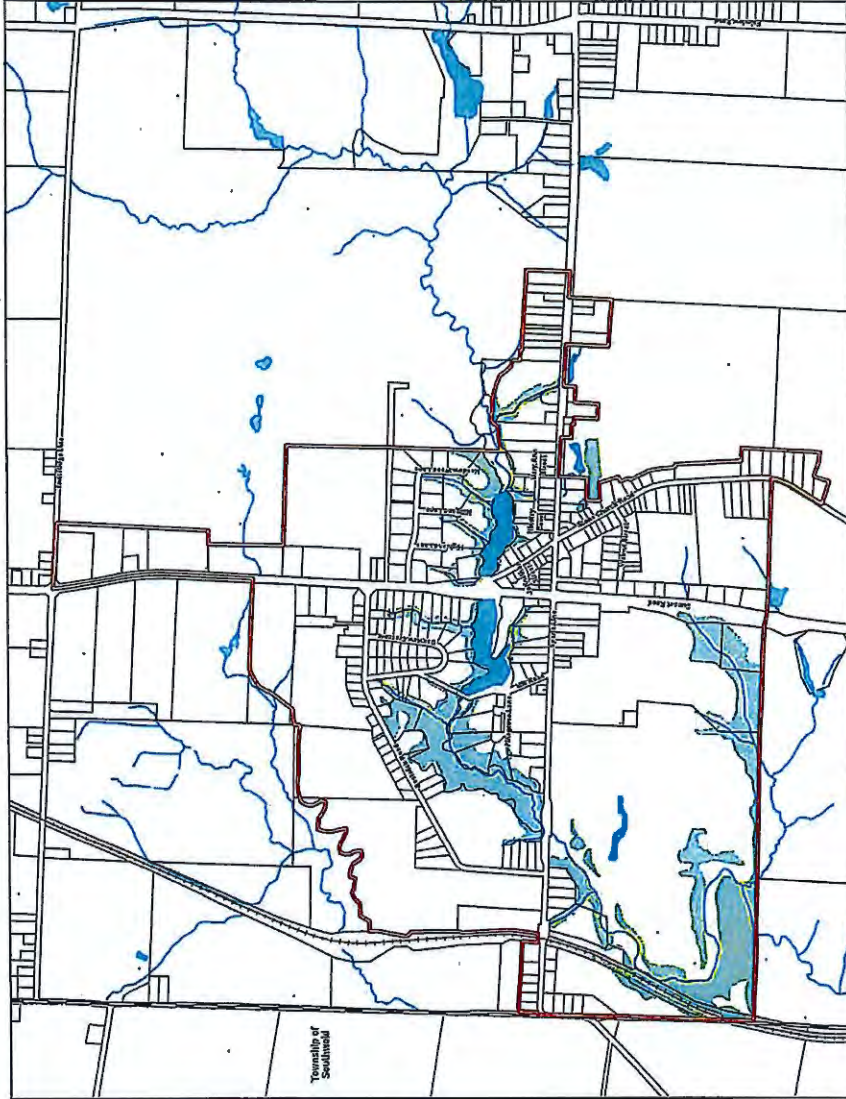
-  Urban Settlement Area
-  Municipal Boundary
-  Railway
-  Watercourses
-  Waterbodies
-  Woodlands Slopes



200 0 200 400  
Metres  
January 2016

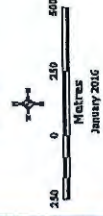
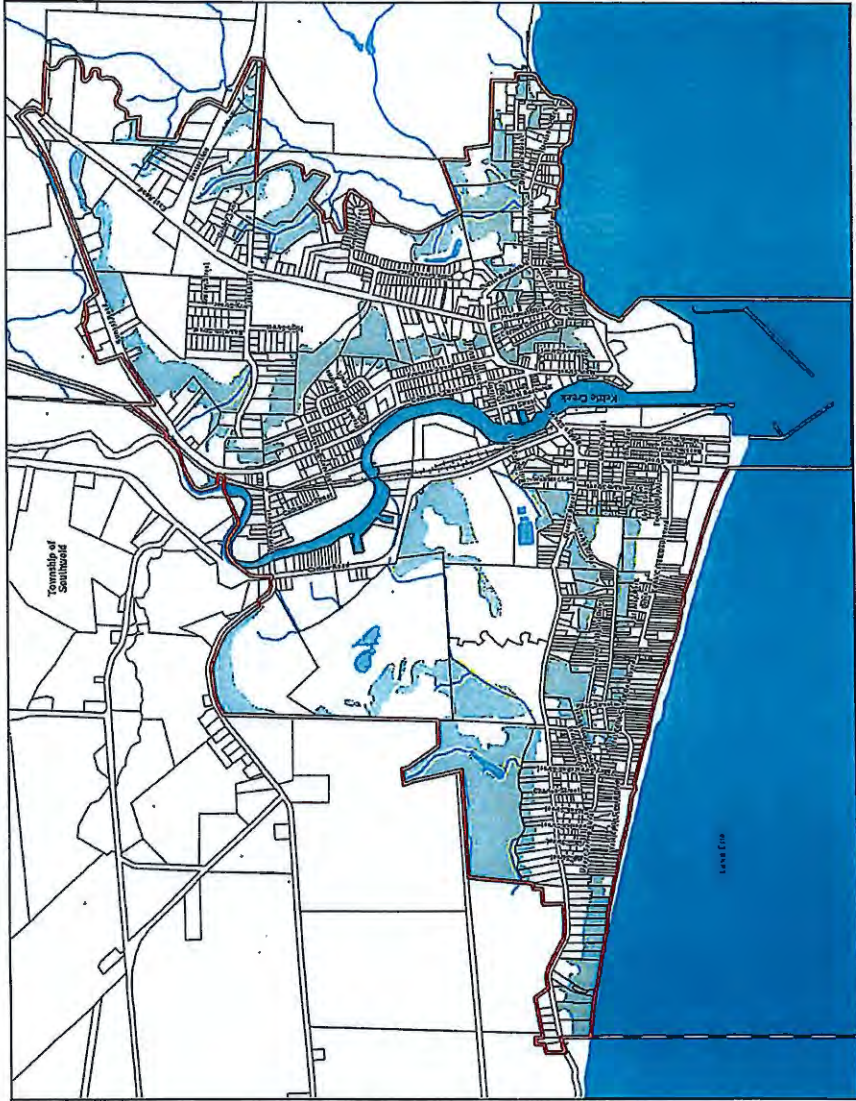
The Municipality of  
 Central Elgin  
 Community of  
 Union  
 Schedule L4

- Map Legend
- Urban Settlement Area
  - Municipal Boundary
  - Railway
  - Watercourses
  - Wetlands
  - Woodlands Slips



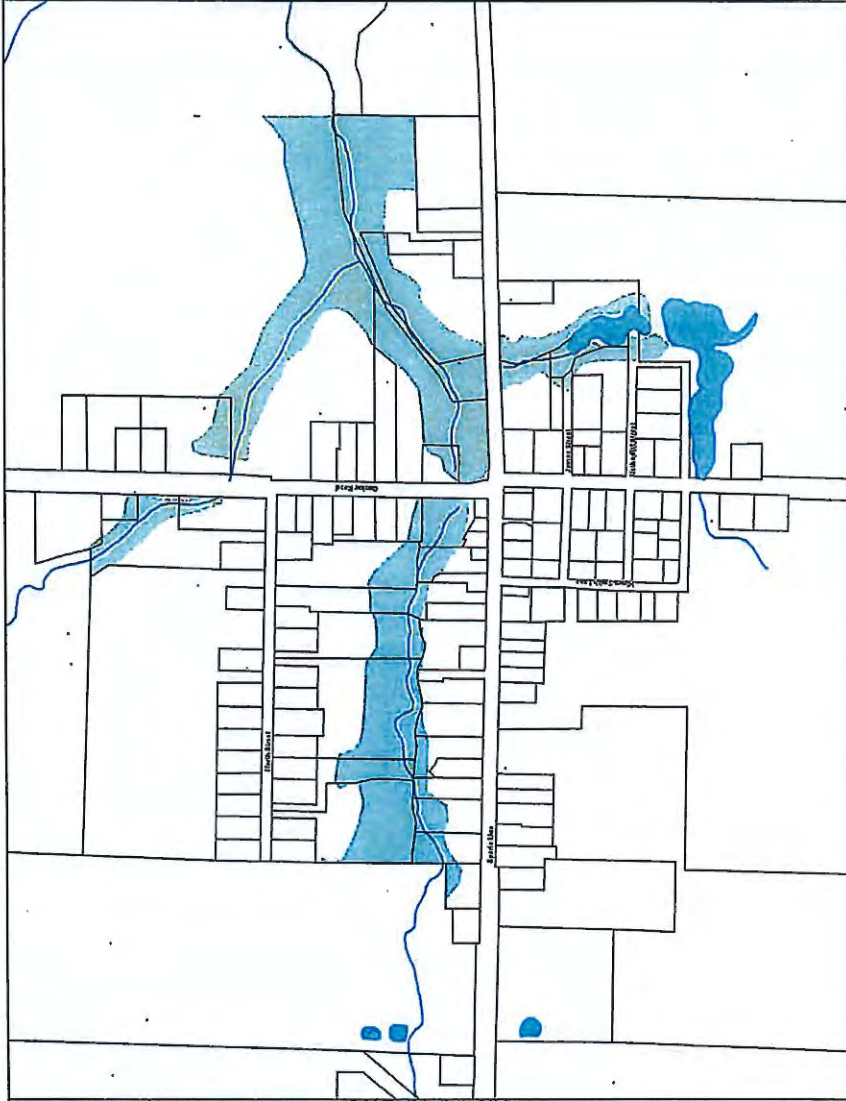
The Municipality of  
Central Egin  
Community of  
Port Stanley  
Schedule L5

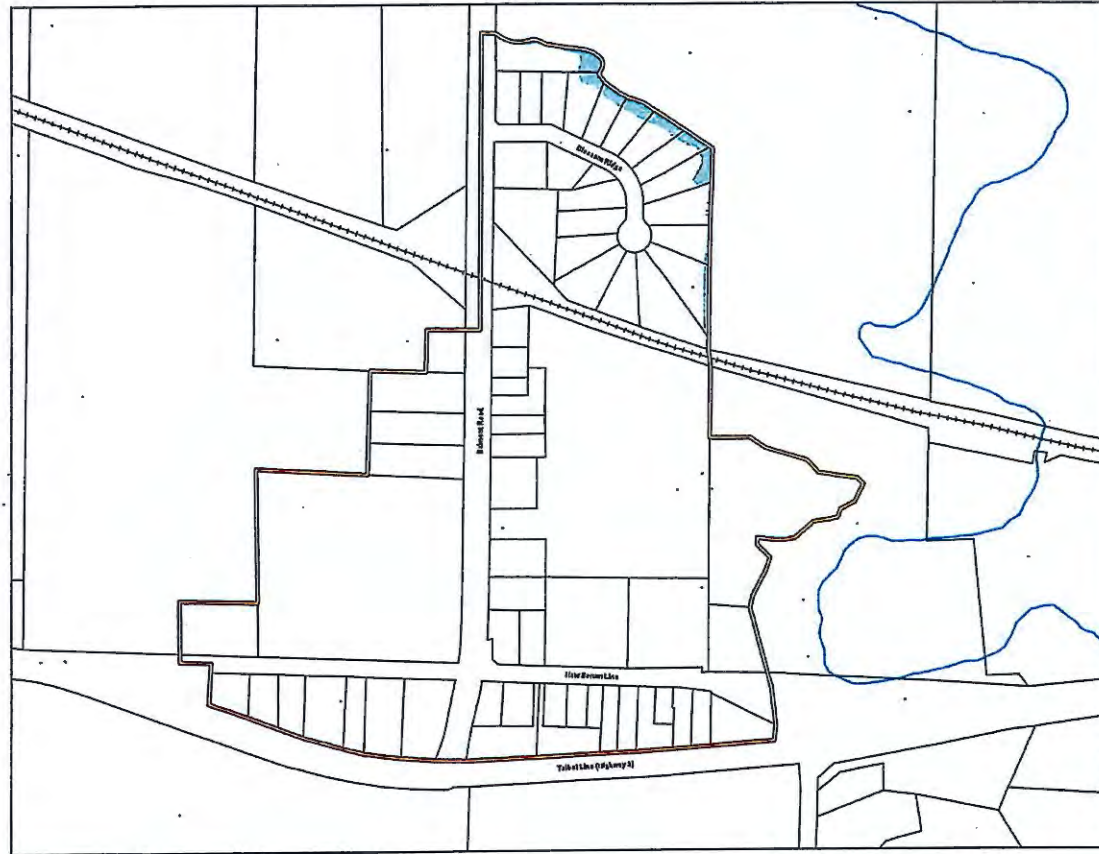
- Map Legend
- Urban Settlement Area
  - Municipal Boundary
  - Railway
  - Watercourse
  - Waterbodies
  - Woodland/Shrub



The Municipality of  
Central Elgin  
Community of  
Sparta  
Schedule L6

- Map Legend
- Area Settlement Area
  - Boundary Boundary
  - Railway
  - Watercourse
  - Waterbodies
  - Woodlands Shores





The Municipality of  
Central Elgin  
Community of  
New Sarum  
Schedule L7

**Map Legend**

-  Rural Settlement Area
-  Municipal Boundary
-  Railway
-  Watercourse
-  Waterbodies
-  Woodlands Slopes



Metres  
January 2016

SCHEDULE "M"

SLOPE APPLICATION NUMBER

APPLICATION TO HARVEST, DESTROY OR INJURE TREES ON SLOPES  
for the  
COUNTY OF ELGIN WOODLANDS CONSERVATION BY-LAW NO. 05-03.

This completed application must be submitted at least twenty (20) working days prior to the proposed commencement of the Harvest.

APPLICANT INFORMATION

Property Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

PROPERTY INFORMATION

Roll # of woodland: \_\_\_\_\_

Lot: \_\_\_\_\_ Concession: \_\_\_\_\_

Township: \_\_\_\_\_ Woodland Size: \_\_\_\_\_

911 Address of Woodlot: \_\_\_\_\_

DETAILS OF PROPOSED WORK

Expected Starting Date: \_\_\_\_\_

Person in Charge of Cutting: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ E-mail: \_\_\_\_\_

Tree Species and Number to be removed

Species	Number	Species	Number	Species	Number

Attach a sketch/map of property outlining property lines, roads, buildings & structures, north, top & bottom of slope, approximate location of trees to be removed, base of harvest operations, equipment access location, etc.

Attach a written description outlining your proposed method(s) for removing wood waste, clearing debris and equipment to be used. Add detail to sketch where appropriate.

Attach a written description outlining your proposed method(s) for controlling drainage and erosion impacts from the tree removal site. Add detail to sketch where appropriate.

**SUPPORTING DOCUMENTATION**

The following documentation is attached in support of this Application:

- Confirmation of Pre-Consultation with and Direction from Officer
- If required at preliminary direction of Officer:
  - Report from Arborist (Author: \_\_\_\_\_ Date: \_\_\_\_\_ )
  - Report from Geotechnical Engineer (Author: \_\_\_\_\_ Date: \_\_\_\_\_ )
  - Statement Agreeing to Complete Work/Recommendations
  - Statement Detailing Proposed Method of Disposal of Waste/Debris
  - Statement Detailing Drainage Control Measures
- Written Consent of Adjacent Property Owner (if required)
- Written Consent of Owner (if required)

I agree that operations will be in accordance with the provisions of Woodland Conservation By-Law No. 05-03, of the County of Elgin and that I am familiar with the contents and requirements of this By-Law and acknowledge having received a copy thereof.

I agree that operations will be in accordance with the recommendations contained within my Arborist report completed by \_\_\_\_\_, dated \_\_\_\_\_.

I agree that operations will be in accordance with the recommendations contained within my Geotechnical report completed by \_\_\_\_\_, dated \_\_\_\_\_.

Further, I agree to contact the Officer by Telephone (519) 631-1270 ext. 231, twenty-four (24) hours prior to the start of cutting.

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Contractor

Mailing Address: Elgin County Tree Commissioner,  
c/o Kettle Creek Conservation Authority,  
RR # 8, 44015 Ferguson Line,  
St Thomas, Ontario,  
N5P 3T3  
Phone: (519) 631-1270 ext. 231  
Fax: (519) 631-5026

Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, Section 32, C and D, and may be used to enforce the By-Law.

Application Received by the Officer: \_\_\_\_\_, Date: \_\_\_\_\_



Schedule "N"

## SLOPE PERMIT

### Permit for the Harvest, Destruction or Injury of Trees on Slopes

Permission is hereby granted by the Corporation of the County of Elgin to destroy trees under **BY-LAW NO. 05-03**

REFERENCE APPLICATION #: \_\_\_\_\_

ISSUED TO: \_\_\_\_\_

911 ADDRESS: \_\_\_\_\_

LOT: \_\_\_\_\_

CONCESSION: \_\_\_\_\_

MUNICIPALITY: \_\_\_\_\_

Tax Roll Number: \_\_\_\_\_

Description of area and trees to be destroyed:

Conditions of the permit:

DATE OF ISSUE: \_\_\_\_\_

DATE OF EXPIRY: \_\_\_\_\_

PER \_\_\_\_\_

Clerk or Designate



## REPORT TO COUNTY COUNCIL

**FROM:** Stephen Gibson, County Solicitor  
Brian Lima, County Engineer

**DATE:** April 8, 2021

**SUBJECT:** Review of Draft Telecommunication  
Equipment Consent and Road User  
Agreement

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### RECOMMENDATIONS:

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It is recommended that:

1. The within Report to Council, dated April 8, 2021 and entitled “Review of Draft Telecommunication Equipment Consent and Road User Agreement”, be received and filed; and,
2. County Council approve the form and content of the draft Telecommunication Equipment Consent and Road User Agreement attached as Schedule “A” hereto and authorize its use in relation to telecommunication equipment installation project within road allowances under the jurisdiction and/or ownership of Elgin County.

### INTRODUCTION:

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The purpose of this Report to Council is to present a draft Telecommunication Equipment Consent and Road User Agreement to County Council for its review and approval for future utilization in relation to proposed telecommunication equipment installation projects within County Road Allowances.


### BACKGROUND AND DISCUSSION:

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#### *Background*


On March 23, 2021, Elgin County Council approved preparation and use of a specialized Telecommunication Equipment Consent and Road User Agreement for installation of telecommunication equipment, particularly that equipment requiring municipal consent pursuant to the Telecommunications Act (Canada), within County Road Allowances.

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A draft agreement, modelled upon that implemented in Middlesex County, has now been prepared and the text of which is attached as Schedule “A” hereto for review by County Council.

The critical elements of the draft Agreement include as follows:

1. Municipal consent to use of all County road allowances, subject to terms and conditions of Agreement and all applicable laws, including bylaws (section 2.1).
  2. Use of road allowance does not create or grant ownership interest in that road allowance by the installing/operating company (section 2.4).
  3. No right of access to road allowance to install equipment without application for and issuance of all requisite permits, including Road Occupancy Permit (“ROP”) along with compliance of all terms and conditions of any such permit (section 3.1).
  4. Submission of all requisite plans, including construction/location plans and traffic control plans, to Elgin Engineering Services prior to issuance of permit and commencement of Works (section 3.4).
  5. Issuance of permits by Elgin County deemed to constitute municipal consent pursuant to Telecommunications Act (Canada) (section 3.8).
  6. All equipment to be installed subsurface, unless otherwise authorized by Elgin County (section 4.2).
  7. Onus on installing company to coordinate installation works with other existing users of the road allowance (section 4.5).
  8. Installing company must submit as-built drawings within 60 days of completion of installation works (section 4.10).
  9. Installing company is responsible for remedial repair of the road allowance, generally to the satisfaction of Elgin County (section 5).
  10. Installing company responsible for subsequent locating of its equipment within the road allowance (section 6.1).
  11. At its sole expense, installing company responsible for relocating its equipment, including at its own initiative, at the request of Elgin County, and if necessary under legislative requirement (section 7.3) – if required by a third-party user of the road allowance, relocation works will be undertaken by the installing company but at the expense of the requesting third-party user (section 7.4).
- 

12. Installing company is required to pay all fees, charges, and security required by Elgin County, including:
  - (i) as required for issuance of ROP (section 8.1);
  - (ii) installation fee (\$250.00 per kilometre at each permitted location) (section 8.2);
  - (iii) agreement preparation fee (\$1000.00) (section 8.2); and
  - (iv) annual contract Administration fee (\$100.00 annually) (section 8.3).
13. Agreement contemplates a specified initial term with allowance for both renewal and early termination for breach upon specified events (sections 9.1 to 9.3).
14. Option for Elgin County to require removal of equipment from the road allowance upon expiry or termination of Agreement (section 9.5).
15. Installing company required to seek and maintain insurance coverages against specified perils and to specified limits, including naming Elgin County as additional insured (sections 10.1 to 10.2).
16. For a period of 3 years (or longer if required), installing company to deposit with Elgin County a letter of credit in the amount of \$25,000.00 for basic performance security for permitted works, against which letter of credit the County can make demand in respect of financial obligations unfulfilled by the installing company (section 10.6).
17. At its option, Elgin County may also require project-specific security equal to the cost of rehabilitating the road allowance (section 10.8).
18. Elgin County has no liability for installed equipment and bears a limited obligation to indemnify the installing company for negligence committed by persons for whom the County is in law responsible (sections 11.1 and 11.4).
19. Installing company bears a broad obligation to indemnify Elgin County for activities undertaken pursuant to the Agreement (section 11.2).
20. Installing company bears full liability for environmental losses related to or arising from the installed equipment, installation works, or any other related activity contemplated by and undertaken pursuant to the Agreement (section 12).

### *Discussion*

It is submitted that the draft Agreement creates a comprehensive scheme for authorizing the installation and use of telecommunication equipment within County Road Allowances. The proposed Agreement constitutes the general “umbrella” under which specific projects are more conveniently authorized pursuant to project permits,

thereby avoiding the need for, expense of, and potential delay associated with the preparation and approval of new or amended road user agreements. It is anticipated that, in the final analysis, the proposed approach and Agreement may attract lower total costs to an installing company and in particular an installing company involved in multiple projects.

### **FINANCIAL IMPLICATIONS:**

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The financial impact for Elgin County cannot be precisely estimated at this time, although a decrease in revenue in relation to that collected under traditional road user agreements may be experienced with the deletion of annual fees in favour of the one-time installation fee and reduced annual contract administration fee under the proposed Agreement. That being stated, it should be recognized both that the fees and charges under the proposed Agreement will be subject to annual review under the Fees and Charges Bylaw process and, perhaps most importantly, that the primary purpose of this industry-specific Agreement is the encouragement of telecommunication installation project to better service to the residents of Elgin County.

### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

---


<b>Serving Elgin</b>	<b>Growing Elgin</b>	<b>Investing in Elgin</b>
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Ensuring alignment of current programs and services with community need.</b></li> <li><input checked="" type="checkbox"/> <b>Exploring different ways of addressing community need.</b></li> <li><input checked="" type="checkbox"/> <b>Engaging with our community and other stakeholders.</b></li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Planning for and facilitating commercial, industrial, residential, and agricultural growth.</b></li> <li><input type="checkbox"/> <b>Fostering a healthy environment.</b></li> <li><input checked="" type="checkbox"/> <b>Enhancing quality of place.</b></li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</b></li> <li><input checked="" type="checkbox"/> <b>Delivering mandated programs and services efficiently and effectively.</b></li> </ul>

**Additional Comments:** None

### **LOCAL MUNICIPAL PARTNER IMPACT:**

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It is anticipated that local municipal partners, and in particular their respective local residents, will benefit from the anticipated improvement in telecommunication services



encouraged by the more convenient regulatory scheme contemplated under the proposed Agreement.

### **COMMUNICATION REQUIREMENTS:**

---

It is recommended that the proposed Agreement be shared with local municipal partners for review and potential use in relation to telecommunication installation projects within local road allowances.

It is also recommended that the proposed Agreement also be shared with the Connectivity Committee, including for potential circulation to installing companies.

### **CONCLUSION:**

---

Against the commentary and analysis set forth above, staff recommends approval of the attached draft Agreement for immediate implementation in relation to proposed future telecommunication equipment installation projects within Elgin County Road Allowances.

All of which is Respectfully Submitted

Stephen Gibson  
County Solicitor

Brian Lima  
County Engineer

Approved for Submission

Julie Gonyou  
Chief Administrative Officer



## SCHEDULE "A"

**TELECOMMUNICATIONS EQUIPMENT CONSENT and ROAD  
USER AGREEMENT**

This Agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_, 20 (the  
“**Effective Date**”).

**B E T W E E N:**

**CORPORATION OF THE COUNTY OF ELGIN**

(hereafter the "**County**")

**OF THE FIRST PART**

- and -

**###COMPANY###**

(hereafter the "**Company**")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Company is a “Canadian carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);
- B. In order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the County (collectively, the “**Rights-of-Way**” or “**ROWS**”);
- C. Pursuant to section 43 of the *Telecom Act*, the Company requires the County’s consent to construct its Equipment Within the ROWs and the County is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the County on Third Parties to use or access the ROWs; and
- D. The Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant under which the County hereby provides its consent;

**NOW THEREFORE** in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** In this Agreement, the following words and phrases shall have the following meanings:
  - (a) “**Affiliate**” means “affiliate” as defined in the *Canada Business Corporations Act*;
  - (b) “**Anti-Bribery Law**” means any anti-bribery law or international convention, as may apply now or in the future, including the Canadian Corruption of Foreign Public Officials Act, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and the OECD Convention on Combating Bribery of Foreign Public Officials;
  - (c) “**County Engineer**” means the County’s reviewing authority or the individual designated by him or her;



- (d) “**CRTC**” means the Canadian Radio-television and Telecommunications Commission.
  - (e) “**Emergency**” means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties;
  - (f) “**Equipment**” means the transmission and distribution facilities owned by the Company and/or its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs;
  - (g) “**Hazardous Substance**” means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law);
  - (h) “**Municipal Consent**” or “**MC**” means the written consent of the County, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs;
  - (i) “**Permit**” means a Municipal Consent or a Road Permit or both;
  - (j) “**Road Permit**” means a permit issued by the County in accordance with applicable County by-laws, which Council may pass and amend from time to time, authorizing the Company to occupy the ROWs with its workforce, vehicles and other equipment when performing the Work, including without limitation, Road Occupancy Permit, Access/Entrance Permits, and Moving Oversize Load/Weight Vehicles Permits;
  - (k) “**Service Drop**” means a cable that, by its design, capacity and relationship to other fibre optic cables of the Company can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence;
  - (l) “**Term**” means subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement as commencing on \_\_, 20 and expiring and terminating on \_\_\_\_\_, 2025.
  - (m) “**Third Party**” means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company;
  - (n) “**Work**” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, removal, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.
- 1.2 **Legislation.** All references to statutes in this Agreement shall include amendments thereto, regulations thereof, and successor legislation thereafter.
- 1.3 **Recitals, Schedules and Incorporated Documents.** The beginning part of this Agreement entitled “Recitals”, *Schedule “A”* as identified below, and the By-laws and Municipal Policies referred to in this Agreement are hereby incorporated by reference into this Agreement and form part thereof:

**Schedule “A” – Permit Fees**

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## 2. USE OF ROWs

- 2.1 **Consent to use ROWs.** The County hereby consents to the Company's use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable laws or other municipal by-laws, rules, policies, standards and guidelines ("**Municipal Guidelines**") pertaining to the Equipment and the use of the ROWs; to the extent, however, that any municipal laws and the Municipal Guidelines are not inconsistent or in conflict with this Agreement or with applicable federal laws.
- 2.2 **Restrictions on use.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with municipal operations, equipment or installations and the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the County on Third Parties to use or access the ROWs
- 2.3 **Equipment acquired by the Company.** The Parties agree that, where the Company acquires, or has acquired, directly or indirectly, facilities from a Third Party that are located Within the ROWs (the "**New Equipment**"), then, effective the day of the acquisition of the New Equipment by the Company:
- (a) the New Equipment shall form part of the Equipment and shall be governed by the terms and conditions of this Agreement; and
  - (b) where that Third Party is a Party to a valid and existing Road User Agreement with the County (the "**RUA**") and the Company, directly or indirectly, acquires the rights and obligations under the said RUA, the RUA shall be terminated.
- 2.4 **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
  - (b) the placement of the Equipment Within the ROWs shall not create or vest in the County any ownership or property rights to the Equipment.
- 2.5 **Condition of ROWs.** The County makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an "as is" basis.

## 3. APPLICABLE PERMITS

### 3.1 Permits.

- (a) Subject to Section 3.2 and 3.4, the Company shall not access, enter upon, occupy, excavate, break up, disturb, or move oversized or overweight vehicles or do any Work Within any ROW without first obtaining the applicable Permits, being a Municipal Consent and/or Roads Permit(s), as the case may be.
  - (b) For each Permit required above, the Company shall submit to the County a completed application, in a form specified by the County and including the Permit fees, deposits and security associated with applicable County By-laws and/or Municipal Guidelines, as amended or replaced. The Permit fees in effect as of the Effective Date are set out in *Schedule "A"* to this Agreement.
- 3.2 **No Permits for routine Work.** Notwithstanding Section 3.1, the Company may, with advance notice as required by the County, without first obtaining a Permit:

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- (a) utilize existing ducts or similar structures of the Equipment with at least twenty-four (24) hours advance notice to the County;
- (b) carry out routine maintenance and field testing to its Equipment; and
- (c) install and repair Service Drops;

provided that in no case shall the Company break up or otherwise disturb the physical surface of the ROW without the County's prior written consent.

- 3.3 **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within ninety (90) days of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the County, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.
- 3.4 **Submission of plans.** Unless otherwise agreed to by the County, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the County Engineer:
- (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the County within which the Work is proposed to take place;
  - (b) Traffic control plans for the protection of the workers, public and traveling public including detours as required to minimize traffic disruption; and
  - (c) all other relevant plans, drawings and other information as may be normally required by the County Engineer from time to time for the purposes of issuing Permits.
- 3.5 **Refusal to issue Permits.** The County may refuse to issue a Permit in accordance with Section 3.1 for any *bona fide* municipal purpose, including but not limited to reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing by the County. Without limiting the foregoing, the County may refuse to issue a Permit where, in the opinion of the County Engineer, there is insufficient space Within a ROW to accommodate the proposed Equipment taking into account existing and potential future public service infrastructure.
- 3.6 **Restoration of the Company's service during Emergencies.** Notwithstanding Section 3.1, in the event of an Emergency, the Company shall be permitted to perform such remedial Work as is reasonably necessary to restore its services without complying with Section 3.1; provided that such Work does not unduly disrupt any Municipal service or activity and provided that the Company does comply with Section 3.1 within five (5) business days of completing the Work.
- 3.7 **Temporary changes by County.** Notwithstanding any other provision in this Agreement, the County reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The County shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the County shall provide such advance notice as is reasonably possible in the circumstances.

3.8 **Granting of Permit Deemed as Municipal Consent Required Pursuant to the Telecommunications Act (Canada).** The County agrees and acknowledges that, subject to satisfaction and performance of all terms and conditions both hereto and provided herein and the granting and issuance of any Roads Permit authorizing installation of Equipment as contemplated by this Agreement and in relation to a location specified therein shall be considered and deemed to represent municipal consent to such installation and use thereof as is required pursuant to applicable laws of the Dominion of Canada, including but not limited to the Telecommunications Act, S.C. 1993, c. 38, as amended.

#### 4. MANNER OF WORK

4.1 **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the County and in accordance with:

- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
- (b) the Municipal Guidelines;
- (c) this Agreement; and
- (d) the applicable Permits issued under Section 3.1.

4.2 **Underground Equipment.** The Company shall place those portions of the Equipment that cross beneath streets or existing buried utilities in ducts, carrier pipes or encased in concrete, or as otherwise specified by the County.

4.3 **Installation.** The Company shall utilize construction methods that minimize the impact on the ROWs, including but not limited to trenchless installation technology and single trench installation methods.

4.4 **Stoppage of Work.** The County may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety, special events or any circumstances beyond its control. In such circumstances, the County shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the County shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the County shall advise the Company immediately that it can commence the Work.

4.5 **Coordination of Work.** To minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW, the Company shall:

- (a) coordinate its work with other existing and new occupants of the ROW;
- (b) where the Company seeks access to a ROW with an existing transmission line, use its reasonable efforts to negotiate an agreement for the use of the supporting structures of the existing transmission line, failing which the Company shall apply to the CRTC for permission to access said support structures; and
- (c) where the Company has installed a transmission line Within a ROW, use its reasonable efforts to reach an agreement for the use of the supporting structures of the Company's transmission line, where access to said support structures is requested by a Third Party.

4.6 **Existing Facilities.** The Company acknowledges that, due to space constraints, the placement of new Equipment Within a ROW that is occupied by the telecommunications facilities of a Third Party, save and except for Equipment to be placed on or in existing support structures of said Third Party, shall only be permitted in exceptional circumstances at the discretion of the County Engineer.

4.7 **Identification of contractors.** The Company shall ensure that all of its contractors have proper identification visible on the Work site displaying the name of the person for which they work.

- 4.8 **Emergency contact personnel.** The Company and the County shall provide to each other a list of twenty-four (24) hour emergency contact personnel available at all times and shall ensure that the list is kept current.
- 4.9 **Emergency work by County.** In the event of an Emergency, the County may take such measures it deems necessary to re-establish a safe environment, and the Company shall pay the County's reasonable and verifiable costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.
- 4.10 **"As-built" drawings.** The Company shall, no later than sixty (60) days after completion of any Work, provide the County Engineer with accurate "as-built" drawings, prepared in accordance with such standards as may be required by the County Engineer, sufficient, for planning purposes, to accurately establish the location of the Equipment installed Within the ROWs. As-built drawings to be provided in electronic format suitable to be incorporated into the County's GIS mapping. As-built information is provided a reference only. The County shall direct all inquiries regarding the location of the Equipment to the Company. Access to Company As-Built records are for use by the County only and shall not be distributed or disclosed to other parties without prior written consent of the Company.
- 4.11 **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

## 5. REMEDIAL WORK

- 5.1 **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the County. Subject to Section 5.5, where the Company is required to break or disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to the same or better condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the County.
- 5.2 **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid.
- 5.3 **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW within the expected period of time, the Company may complete a temporary repair to the ROW; provided that, subject to Section 5.5, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the County.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of Section 4.9 shall apply.

- 5.4 **Warranty of repairs.** The Company warrants its temporary repair, to the satisfaction of the County until such time as the final repair is completed by the Company, or, where the County is performing the final repair, for a period of one (1) years or until such time as the final repair is completed by the County, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion
- 5.5 **Repairs completed by County.** Where:
- (a) the Company fails to complete a temporary repair to the satisfaction of the County within seventy-two (72) hours of being notified in writing by the County, or such other period as may be agreed to by the Parties; or

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(b) the Company and the County agree that the County should perform the repair, then the County may effect such work necessary to perform the repair and the Company shall pay the County's reasonable and verifiable direct costs of performing the repair.

## 6. LOCATING FACILITIES IN ROWs

**6.1. Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method ("**Locates**"), under the following circumstances:

- (a) in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
- (b) in all other circumstances, within a time reasonably agreed upon by the Parties.

**6.2. Provision of Mark-ups.** The Parties agree to respond within fifteen (15) days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the "**Mark-ups**"), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

**6.3. Inaccurate Locates.** Where the Company's Locates are found to be in error and, as a result, the County is unable to install its facilities Within the affected ROWs in the manner it expected based on the Locates provided by the Company, the County will notify the Company of the error, following which the Company shall attempt to resolve the conflict. If the Company is unable to resolve the conflict in a reasonable time commensurate with the situation and to the County's satisfaction, the Company will pay the County for its reasonable and verifiable costs incurred as a direct result of the conflict.

## 7. RELOCATION OF EQUIPMENT

**7.1 County Request.** Where the County requires and requests the Company to relocate its Equipment for a *bona fide* municipal purpose, the County shall notify the Company in writing and, the Company shall complete the requested relocation within ninety (90) days thereafter or such other time as agreed to by the Parties at the full and sole expense of the Company. The failure of the Company to relocate its equipment to the standard required by the County and/or within the time period set forth above shall constitute a breach of this Agreement by the Company, and the Company and its representatives, successors and assigns hereby agree to a Consent Judgement and/or Order in the Superior Court of Justice requiring the Company to complete the relocation of its Equipment at its full and sole cost.

**7.2 Upon Request of the Company.** In the event that the Company wishes to relocate Equipment which has been previously installed in accordance with this Agreement at its own expense, the Company shall notify the County of such request, in writing, and such request will thereafter be considered and administered by the County acting reasonably and with diligence giving due consideration to the scope of the works already undertaken by the Company Within the ROWs, provided that, in considering and administering such request the County shall be entitled to take into consideration any specific municipal or engineering interests affected by such relocation including any additional facilities located Within the ROWs. Notwithstanding the foregoing, the County shall not be permitted to unreasonably withhold, delay or condition its approval for such request.

**7.3 Required by Legislation or Lawful Order.** In the event relocation of Equipment is required as a result of the County's compliance with a legislative requirement, Ministerial order or such other law or order of a body which has the ability to force the County to act

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then the costs of the Relocation and/or related installation work associated with the Equipment shall be performed by the Company at its full and sole cost.

- 7.4 **Request by Third Party.** Where relocation of Equipment is required due to the County accommodating a third party (hereinafter "**Third Party Work**"), the required relocation or related installation work shall be conducted by the Company in accordance with the terms of this Agreement respecting installation, and the full cost of the amendment or Relocation shall be borne solely by the third party and paid in advance. The County agrees to provide the Company with ninety (90) days' notice of the need for any such Third Party Work and to require that the relevant third party or parties bear the full cost of such Third Party Work and indemnify the Company against all claims and liabilities arising from the amendment or Relocation as a condition precedent to any such amendment or Relocation.
- 7.5 **County efforts.** Where any relocation of Equipment occurs, the County will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company's customers. Once the Company has provided the County with all information the County requires to enable it to process a Permit application, the County shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- 7.6 **Temporary Reconstruction or Realignment of Road Allowances.** The Company shall, upon reasonable prior notice to the County, have the right to:
- (a) temporarily reconstruct or realign certain portions of the Road Allowances in order to permit the delivery or movement of Equipment.

## 8. PAYMENT OF FEES AND OTHER CHARGES

- 8.1 **General.** In addition to the Fees referred to in Section 8.2, the Company covenants and agrees to pay to the County any Roads Permit fees, deposits and security associated with and required or demanded under applicable County By-laws, as amended or replaced. The Roads Permit fees and charges and security requirements in effect as of the Effective Date are set out in *Schedule "A"* to this Agreement. Payment of Roads Permit fees and/or security as referenced above are exempt from the invoice requirements of section 8.3.
- 8.2 **Fees.** The Company shall pay to the County an installation fee in the amount of \$250.00 per kilometer of Equipment installed at each location for each Municipal Consent applied for by the Company and permit therefor granted by the County during the term of this Agreement.
- 8.3 On or before the Effective Date, the Company shall pay to the County the sum of ONE THOUSAND DOLLARS (\$1,000.00) to offset engineering, legal, and administrative costs associated with preparation of this Agreement.
- In addition to that set forth immediately above and on or before the Effective Date, the Company shall also pay to the County the sum of FIVE HUNDRED DOLLARS (\$500.00) for administration of this Agreement during the Term hereof, calculated at the rate of ONE HUNDRED DOLLARS (\$100.00) per year of such Term.
- 8.4 **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than thirty (30) days after the date of the invoice was received.

## 9. TERM AND TERMINATION

- 9.1 **Initial term and renewal.** Subject to the renewal options described in subparagraph 9.1(a) and termination described in subparagraphs 9.2, 9.3 and 9.4, the Term of this Agreement shall commence on \_\_\_\_\_, 2020 and expire and terminate due to expiry on \_\_\_\_\_, 2025 (the “**Initial Term**”).
- (a) The Company in its sole discretion may renew this Agreement with the County for three (3) separate consecutive renewal terms of five (5) years each. To exercise the first option to renew, the Company must provide the County written notice of such election to renew prior to the expiry of the Initial Term, failing which the Agreement will terminate due to expiry. To exercise the second option to renew, the Company must provide the County written notice of such election to renew prior to the expiry of the first valid five-year extension, failing which the Agreement will terminate due to expiry. To exercise the third option to renew, the Company must provide the County written notice of such election to renew prior to the expiry of the second valid five-year extension, failing which the Agreement will terminate due to expiry.
- (b) If a renewal is not exercised prior to the last day of the Initial Term or valid extension, this Agreement shall terminate immediately on the last day of the Term or valid extension, subject to paragraph 9.4 of this Agreement.
- 9.2 **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least seven (7) days’ written notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, in the view of the non-breaching Party, it is not possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within the time period stipulated in writing by the non-breaching Party.
- 9.3 **Termination by County.** The County may terminate this Agreement by providing the Company with at least seven (7) days written notice in the event that:
- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies’ Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
- (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with Section 18.2; or
- (c) the Company ceases to be eligible to operate as a Carrier.
- 9.4 **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with Section 9.3) or expires without renewal, then, subject to the Company’s rights to use the ROWs pursuant to the Telecom Act and, unless the Company advises the County in writing that it no longer requires the use of the Equipment:
- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new replacement agreement (a “New Agreement”) is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.



9.5 **Removing abandoned Equipment.** Where the Company advises the County in writing that it no longer requires the use of any Equipment, the Company shall, at the County's request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company's sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively "**Abandoned Underground Structures**");
- (c) Where, in the reasonable opinion of the County Engineer, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Abandoned Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove Equipment or to remove or make safe Abandoned Underground Structures and restore the ROWs within the time specified above, and to the satisfaction of the County Engineer, the County may complete said work and the Company shall pay the associated County's Costs.

9.6 **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

## 10. INSURANCE AND SECURITY

10.1 **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance (the "**Company Insurance**") in an amount and description as described below to protect the Company and the County from claims for damages, bodily injury (including death) and property damage which may arise from the Company's operations under this Agreement, including the use or maintenance of the Equipment Within the ROWs or any act or omission of the Company and its employees, contractors and agents while engaged in the Work. The Company Insurance shall include all costs, charges and expenses reasonably incurred with any injury or damage.

10.2 **Comprehensive general liability occurrence-based insurance.** Without limiting the generality of the foregoing, the Company shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:

- (a) covers claims and expenses for liability for personal injury, bodily injury and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per claim (exclusive of interest and costs);
- (b) extends to cover the contractual obligations of the Company as stated within this Agreement;
- (c) names the County as an additional insured;
- (d) contains cross liability and severability of interest clauses.
- (e) the Company shall be required to carry at all times during this Agreement the following

10.3 **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide on the County's standard form, the County with certificates of insurance in respect of the Company Insurance evidencing the cross liability and severability clauses and confirming the County as an "additional insured". Thereafter, the Company shall provide the County with evidence of all renewals of the Company Insurance in a form acceptable to the County.

10.4 **General insurance conditions.**

- (a) The Company Insurance shall not be construed to, and shall in no manner, limit or restrict the Company's liability or obligations under this Agreement.
- (b) The County shall not be liable for any premiums relating to policies under the Company Insurance.
- (c) The policies under the Company Insurance shall provide:
  - (i) that they are primary insurance which will not call into contribution any other insurance available to the County;
  - (ii) a waiver for severability of interest; and
  - (iii) that the Company Insurance shall not be cancelled, lapsed or materially changed to the detriment of the County without at least thirty (30) business days' notice to the County by registered mail.
- (d) The Company will immediately notify the County of any changes to or cancellation of the Company Insurance if they will directly affect or reduce the coverage made available to the County.

10.5 **Workplace Safety and Insurance Board.** The Company shall provide Workplace Safety and Insurance Board ("WSIB") clearance certificate that confirms the Company is in good standing with the WSIB. The Company shall ensure the WSIB clearance remains in effect when the Company's personnel are working within the ROWs.

10.6 **Blanket Letter of Credit.** If requested by the County, the Company shall, within thirty (30) days thereafter, post an irrevocable blanket letter of credit, or other form security in a form satisfactory to the County's Chief Administrative Officer, for the minimum amount of twenty-five thousand dollars (\$25,000.00) (the "**Blanket LOC**"). Once posted by the Company, the County may draw upon the Blanket LOC and apply the funds therein against any outstanding financial obligations owed by the Company to the County under this Agreement.

10.7 **Blanket LOC Term.** The Blanket LOC shall be posted for a maximum of three (3) years or until such time as the County determines that the Company has established a satisfactory business relationship with the County. If the County is required to draw upon the Blanket LOC, the County shall advise the Company and the Company shall, within fourteen (14) days thereafter restore the Blanket LOC to its original value.

10.8 **Project-specific Security.** The County may also request, and the Company shall provide, additional project-specific securities for Work projects in an amount equal to the estimated restoration costs of the projects as determined by the County. The County shall release the project-specific letter of credit once the Company has fulfilled the conditions of the applicable Permit relating to the restoration of the ROW to the satisfaction of the County.

## 11. RESPONSIBILITY AND INDEMNIFICATION

11.1 **No liability County.** The Company hereby acknowledges that the placement, installation, construction, reconstruction, inspection, maintenance, operation, alteration, enlarging, repair, replacement, relocation and/or removal of the Equipment by the Company is performed entirely at the risk of the Company and that the County shall in no way or under any circumstances be responsible or liable to the Company, its contractors, agents, or customers for any damage or losses in consequence thereof, unless due to the negligence of the County or those for whom at law it is responsible.

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- 11.2 **Company Indemnity.** The Company hereby releases, indemnifies, completely holds harmless, and agrees to defend the County, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the County and its successors and assigns may at any time or times hereafter bear, sustain, or suffer, as a result of the Equipment, including without limitation, its placement, installation, construction, reconstruction, inspection, maintenance, use, operation, alteration, enlarging, repair, replacement, relocation and/or removal.
- 11.3 **County Acknowledgement.** The County hereby acknowledges that it is responsible for its negligence and the negligence of those for whom it is responsible for at law.
- 11.4 **County Indemnity.** The County hereby releases, indemnifies, completely holds harmless, and agrees to defend the Company, its officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs which the Company and its successors and assigns may at any time or times hereafter bear, sustain, suffer, be put to or incur by reason of its negligence and the negligence of those for whom it is responsible at law.
- 11.5 **Survival.** The obligation of a Party to indemnify, defend and save harmless the other Party shall survive the termination or expiry of this Agreement.

## 12. ENVIRONMENTAL LIABILITY

- 12.1 **County not responsible.** The County is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or willful misconduct of the County or those for which it is responsible in law.
- 12.2 **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:
- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
  - (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or willful misconduct on the part of the County or those for which it is responsible in law.

## 13. NO JOINT VENTURE, PARTNERSHIP OR CO-OWNERSHIP

- 13.1 **No Joint Venture.** The Parties hereby acknowledge and agree that this Agreement is solely an access agreement and that no relationship is formed between the Parties in the nature of a joint venture, partnership co-ownership arrangement or other similar relationship.

## 14. FORCE MAJEURE

- 14.1 **Force Majeure.** Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions

Initials \_\_\_\_\_

on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages (“**Force Majeure**”). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

## 15. DISPUTE RESOLUTION

15.1 **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in subsection 15.2) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and
- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this Section 15.

15.2 **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, the Parties agree to utilize the services of a mutually agreed upon independent third party mediator. The mediator shall be knowledgeable regarding the area of the disputed issue. The mediator shall meet with the Parties together or separately, as necessary, to review all aspects of the issue. In a final attempt to assist the parties in resolving the issue themselves prior to proceeding to legal proceedings and/or the CRTC, the mediator shall provide, without prejudice, a non-binding written recommendation for settlement, within thirty (30) days of holding a mediation. Upon receipt of the written settlement recommendation, if an agreement cannot be reached, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

15.3 **Continued performance.** Except where clearly prevented by the nature of the Dispute, the County and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this Section 15.

## 16. NOTICE

16.1 **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission to either Party at the following addresses:

**To the County:**

Corporation of the County Elgin  
450 Sunset Drive  
St. Thomas, Ontario N5R 5V1

**To the Company:**

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16.2 **Delivery of Notice.** Any notice given pursuant to Section 16.1 shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.

## 17. FOREIGN CORRUPT PRACTICES ACT AND ANTI-BRIBERY INDEMNITY

17.1 Notwithstanding anything to the contrary herein, the County, in its administration of this Agreement, shall refrain from offering, giving or promising, directly or indirectly, money or anything of value to a Canadian or foreign governmental official to influence the official in his or her official capacity, induce the official to do or omit to do an act in violation of his or her lawful duty, or to secure any improper advantage in order to assist in obtaining or retaining business for or with, or directing business to, any person. For the purposes of this Section, "**anything of value**" includes, but is not limited to, cash or a cash equivalent, discounts, gifts, use of materials, facilities or equipment, entertainment, drinks, meals, transportation, lodging, insurance benefits, or promise of future employment. "Governmental official" shall mean any person holding any level of legislative, administrative, or judicial office of the Canadian or a foreign government or any of its departments or agencies or divisions; any person acting on behalf of the Canadian or a foreign government, including a local or provincial agency, enterprise, or organization; any official or agent of a Canadian or a foreign public administration or publicly funded organization; any official of a Canadian or a foreign political party; any officer or agent of a public international organization (e.g., World Bank, International Monetary Fund, World Health Organization, United Nations, World Trade Organization); or any relatives or close family/household members of any of those listed above. The County shall indemnify and hold harmless the Company from all claims brought against the Company as a result of the County or its representatives' failure to comply with Anti-Bribery Law. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives. The County shall immediately report any breach of Anti-Bribery Law by the County or its representatives'. The Company shall have the right to audit the County's books and records with respect to payments made on behalf of the Company in the event that the Company believes that the County has violated this Section 17. The Company shall have the right to immediately terminate all payments to the County under this Agreement if the County fails to comply with this Section 17.

## 18. GENERAL

18.1 **Entire Agreement.** This Agreement, together with the Schedules attached hereto, constitute the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.

18.2 **Assignment.** This Agreement may not be assigned or transferred, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company shall, provided that it is not in material breach of this Agreement, have the right to assign this Agreement to an Affiliate without the consent of the County, provided that the Company has given notice to the County.

18.3 **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

18.4 **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.

18.5 **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.

18.6 **Amendments.** Except as expressly provided in this Agreement, no modification of or

Initials \_\_\_\_\_

amendment to this Agreement shall be effective unless agreed to in writing by the County and the Company.

- 18.7 **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 18.8 **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 18.9 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.
- 18.10 **Enurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 18.11 **Counterparts:** This Agreement may be executed by the Parties and delivered by facsimile or PDF transmission and in one or more counterparts which when held together shall be considered one and the same Agreement.
- 18.12 **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.
- 18.13 **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

Initials \_\_\_\_\_

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

SIGNED, SEALED AND DELIVERED  
in the presence of:

**CORPORATION OF THE COUNTY OF  
ELGIN**

Date: \_\_\_\_\_

\_\_\_\_\_  
Tom Marks, Warden

Date: \_\_\_\_\_

\_\_\_\_\_  
Julie Gonyou, Chief Administrative Officer

*We have the authority to bind the Corporation*

SIGNED, SEALED AND DELIVERED  
in the presence of:

**###COMPANY###**

Date: \_\_\_\_\_

\_\_\_\_\_  
Per:  
Title:

Date: \_\_\_\_\_

\_\_\_\_\_  
Per:  
Title:

*I/We have the authority to bind the Corporation*

Initials \_\_\_\_\_

**SCHEDULE "A"****Fees and Charges****Telecommunication Equipment Consent and Road User Agreement**

<b>By-Law</b>	<b>Fee/Charge</b>	<b>Amount</b>
21-16	Preparation of Agreement	\$1000.00
21-16	Permit Fee	\$200.00 (per installation location)
21-16	Installation Fee	\$250.00 per kilometer (at each installation location)
21-16	Contract Administration Fee	\$100.00 per year
21-16	Road Occupancy Permit	\$200.00 to \$400.00 (plus refundable deposit)

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## REPORT TO COUNTY COUNCIL

**FROM:** Brian Lima, General Manager of Engineering, Planning, & Enterprise (EPE) / Deputy CAO

Peter Dutchak, Deputy Director of Engineering Services

**DATE:** April 9, 2021

**SUBJECT:** Port Stanley Temporary Traffic Signals

### RECOMMENDATION:

THAT the report titled “Port Stanley Temporary Traffic Signals”, from the General Manager of Engineering, Planning, & Enterprise (EPE) / Deputy CAO, dated April 1, 2021 be received and filed.

THAT a copy of the report be circulated to the Municipality of Central Elgin.

### INTRODUCTION:

The County of Elgin has received a request from the Municipality of Central Elgin by resolution at their meeting on March 22, 2021 (appended) and as follows:

*WHEREAS the County of Elgin installed temporary signal improvements at the Carlow Road and Sunset Road intersections of Warren Street during the King George VI Lift Bridge Capital Project;*

*AND WHEREAS the public have become accustomed to and appreciate the signal improvements at the Carlow Road and Sunset Road intersections of Warren Street;*

*AND WHEREAS the growth and traffic volume in Port Stanley may necessitate future intersection enhancements at the Carlow Road and Sunset Road intersections of Warren Street;*

*NOW THEREFORE the Council of the Corporation of the Municipality of Central Elgin respectfully requests the County of Elgin to make the temporary signal improvements at the Carlow Road and Sunset Road intersections of Warren Street permanent;*

*AND THAT the permanent signal improvements at the Carlow Road*

*and Sunset Road intersections of Warren Street be funded, installed and maintained at the expense of the County of Elgin. CARRIED.*

## **DISCUSSION:**

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This report is in response to a request received by the Municipality of Central Elgin to make temporary traffic signals installed at the intersections of Colborne Street (CR 4) / Warren Street (CR 21) and Carlow Road (CR 20) / Warren Street (CR 21) permanent.

As part of and in advance of the King George VI Lift Bridge Rehabilitation Project, Dillon Consulting Limited was retained in order to provide a review of traffic impacts associated with the long-term temporary closure of the bridge. Specifically, the traffic review related to the proposed detour of traffic as a result of the extended bridge closure and the need for temporary traffic control signals at the intersections at either end of Warren Street along the detour route. The resulting technical analysis projected the diverted summer traffic volumes along Bridge Street (CR 4) that would normally cross over the King George VI Lift Bridge and applied these traffic volumes to the intersections at either end of Warren Street to anticipate summer traffic volumes during the bridge project and subsequent road closure. As result of this analysis it was determined that temporary traffic control signals were warranted at the intersections at either end of Warren Street only while the King George VI Lift Bridge was closed. Further, upon project completion it was anticipated that the temporary signals would be removed and the previous stop sign intersection controls reinstated.

Temporary traffic signals were installed as part of the project detour in advance of the King George VI Lift Bridge closure. Temporary traffic signals differ from normally installed traffic control signals on other Elgin County roads. Since their installations are temporary, wooden poles were used instead of aluminum poles installed on concrete bases, signal heads are suspended with steel cables between the poles instead of being mounted on overhead aluminum arms, and the supporting electrical supply wiring is not buried underground. Therefore, these temporary signals are not constructed to the same standard as permanent traffic signals.

Since these traffic signals are anticipated to be temporary and only installed during the duration of the King George VI Lift Bridge Rehabilitation project, the construction contract calls for their removal once the project is complete and traffic is returned to normal. For Council's information, a quotation was requested from the contractor and the following additional costs would be incurred by the County should it request the temporary traffic signals to remain and not be removed at the conclusion of the project:

Carlow Road and Warren Street - \$30,651.74

Colborne Street and Warren Street - \$33,673.00



Currently the County's Capital Plan does not include the installation of traffic signals at either end of Warren Street. Subject to Council direction, staff proposes to continue monitoring all County intersections to determine if technical traffic signal warrants are met. Where they become warranted, permanent traffic control signals will be installed similar to other County installations.

### **FINANCIAL IMPLICATIONS:**

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There are no direct financial implications to this report if no action is taken. If Council should direct staff to retain the temporary traffic control signals in Port Stanley, the total capital cost would be \$64,324.74, excluding HST, and could be funded utilizing available contingency funds from the King George VI Lift Bridge Rehabilitation Project. These costs do not include electricity or maintenance costs (assumed to total approximately \$4,400 annually).

The following is an updated summary of projected estimated costs associated with the ongoing King George VI Lift Bridge Rehabilitation Project, and is provided for review and will be confirmed throughout the balance of the project:

Engineering	\$ 968,174.92
Construction <sup>1</sup>	\$ 5,843,640.00
Construction Incentive	\$ 50,000.00
Project Communications	\$ 50,000.00
Construction Detour Improvements	\$ 758,700.00
<u>Net HST (1.76%)</u>	<u>\$ 134,121.06</u>
<b>Total Projected Costs</b>	<b>\$ 7,804,635.90</b>
<b>Combined 2019 - 2021 Approved Capital Budget</b>	<b>\$ 8,562,568.00</b>
<b>Expenditures to Date</b> <i>(as of April 9, 2021)</i>	<b>\$ 5,250,462.72</b>
<b>Forecast Budget Surplus/(Deficit)</b>	<b>\$ 3,312,105.28</b>

<sup>1</sup>Includes a \$650,000 contingency allowance of which \$286,787.32 has been approved to date.

## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input type="checkbox"/> Fostering a healthy environment.  <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## LOCAL MUNICIPAL PARTNER IMPACT:

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None.

## COMMUNICATION REQUIREMENTS:

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A copy of this report and any further direction provided by Council will be circulated to the Municipality of Central Elgin.

## CONCLUSION:

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The County of Elgin received a request from the Municipality of Central Elgin to retain the temporarily installed traffic signals in support of the King George VI Lift bridge Rehabilitation Project in Port Stanley permanently.

As part of the project detailed design, Dillon Consulting completed a review of traffic operations at the intersections of Warren Street (CR 21) and Colborne Street (CR 4) as well as Warren Street (CR 21) and Carlow Road (CR 20). That review concluded that once the King George VI Lift Bridge Rehabilitation Project has been completed and the construction detour is removed, the temporary signals can be removed and the pre-existing intersection stop control can be reinstated.



Staff will continue to monitor developments affecting all County road intersections and plan to install permanent traffic signals or other intersection control solutions when they become warranted.

All of which is Respectfully Submitted

Approved for Submission

Peter Dutchak  
Deputy Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

Brian Lima, General Manager of  
Engineering, Planning, & Enterprise  
(EPE) / Deputy CAO





## REPORT TO COUNTY COUNCIL

**FROM:** Brian Lima, General Manager of  
Engineering, Planning, & Enterprise / Deputy CAO

**DATE:** April 12, 2021

**SUBJECT:** Thames Sydenham Source Water  
Protection Committee

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### RECOMMENDATION:

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That Mr. Brent Clutterbuck, Drainage Superintendent for the Township of Southwold, be jointly reappointed to the Thames-Sydenham and Region Source Protection Committee on behalf of the County of Elgin, and subject to acceptance by the County of Essex and Municipality of Chatham-Kent.

### INTRODUCTION:

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The Clean Water Act provides for communities to protect drinking water supplies by developing watershed-based source protection plans and establishing committees to guide and monitor the source protection plans. The Thames-Sydenham and Region Source Protection Region covers a significant portion of the County.

The Clean Water Act and the associated Regulations require that 1/3 of the membership of the Thames-Sydenham and Region Source Protection Committee be comprised of municipal representatives. The Regulation allows for the grouping of municipalities to appoint one representative and the County of Elgin has been grouped together.

This report recommends that Mr. Brent Clutterbuck, Drainage Superintendent for the Township of Southwold, be jointly reappointed to the Thames-Sydenham and Region Source Protection Committee on behalf of the County of Elgin, County of Essex and Municipality of Chatham-Kent.

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## **DISCUSSION:**

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Currently, the County municipalities of West Elgin, Dutton Dunwich and Southwold, along with the County of Essex and Municipality of Chatham-Kent jointly relies upon the technical expertise of Mr. Brent Clutterbuck, Drainage Superintendent for the Township of Southwold, to represent said municipalities on the Thames-Sydenham and Region Source Protection Committee

The Clean Water Act regulations require that the seats on the Source Protection Committee come up for re-appointment on a scheduled basis, which has been determined to be every 4 years. This appointment process requires Elgin, Essex and Chatham-Kent to nominate someone for the seat. The municipalities represented by this seat may choose to jointly nominate one name for the seat, or they may each wish to put a name forward. If more than one name is submitted the Source Protection Authorities (the Conservation Authorities by way of a Striking Committee) will interview candidates and determine which candidate will be offered a seat on the Source Protection Committee. If only one candidate is nominated by all representing municipalities then that individual will be directly appointed.

Although the County is responsible for nominating someone to sit on the Thames-Sydenham and Region Source Protection Committee, the municipal drinking water systems are a local municipal responsibility. Further, Elgin County's three-member municipalities (West Elgin, Dutton Dunwich, and Southwold) that reside within the Thames-Sydenham and Region Source Protection Region operate municipal drinking water systems that rely entirely on surface water supply sources.

The CAOs of Elgin County member municipalities have agreed that Mr. Brent Clutterbuck, Drainage Superintendent for the Township of Southwold, would is the appropriate staff person to take on this role.

Mr. Brent Clutterbuck's current term for the Joint Elgin, Essex and Chatham-Kent seat on the Thames-Sydenham & Region Source Protection Committee is set to expire on June 1, 2021. As such, his reappointment to the Committee seat, if jointly supported by Essex and Chatham-Kent, is for a new 4-year term that will begin on June 1, 2021 and expire on June 1, 2025.

## **FINANCIAL IMPLICATIONS:**

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None



## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input checked="" type="checkbox"/> Ensuring alignment of current programs and services with community need.  <input type="checkbox"/> Exploring different ways of addressing community need.  <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth.  <input checked="" type="checkbox"/> Fostering a healthy environment.  <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.  <input checked="" type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## LOCAL MUNICIPAL PARTNER IMPACT:

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None

## COMMUNICATION REQUIREMENTS:

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This report will be circulated to all member municipal partners.

## CONCLUSION:

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The current term for the Joint Elgin, Essex and Chatham-Kent seat on the Thames-Sydenham & Region Source Protection Committee filled by Mr. Brent Clutterbuck, Drainage Superintendent for the Township of Southwold is set to expire on June 1, 2021.

With the support of Elgin County member municipalities CAOs, and subject to acceptance from the County of Essex and Municipality of Chatham-Kent, Mr. Brent Clutterbuck, Drainage Superintendent for the Township of Southwold, is recommended to be jointly re-appointed for the new 4-year term that will begin on June 1, 2021 and expire on June 1, 2025.





All of which is Respectfully Submitted

Approved for Submission

Brian Lima, General Manager of  
Engineering, Planning, & Enterprise /  
Deputy CAO

Julie Gonyou  
Chief Administrative Officer





## REPORT TO COUNTY COUNCIL

**FROM:** Katherine Thompson, Manager of  
Administrative Services/Deputy Clerk

Julie Gonyou, CAO

**DATE:** April 20, 2021

**SUBJECT:** Corporate Intranet and Password  
Protected Portal Cost and Annual Licensing Fee

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### RECOMMENDATION:

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THAT the report titled “Corporate Intranet and Password Protected Portal Cost and Annual Licensing Fee” dated April 20, 2021 be received and filed; and,

THAT County Council approve the use of Efficiency Reserve Funding to cover the \$17,156.19 in unbudgeted development costs for the Corporate Intranet and Password Protected Portal; and,

That County Council provide direction as to how the annual Intranet Licensing Fee of \$17,495 should be funded; and,

THAT County Council provide direction regarding the length of the contract with Sandbox Software Solutions.

### INTRODUCTION:

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On April 6, 2021 County Council approved a contract with Sandbox Software Solutions in the amount of \$57,156.19 for the development of a Corporate Intranet and Password Protected Portal for Council, with an annual licensing fee of \$17,495. There is a discrepancy between these amounts and those that were approved in the 2021 Budget.

### DISCUSSION:

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On October 13, 2020 Elgin County Council authorized staff to draft and issue a Request for Proposal for a Corporate Intranet and Password Protected Portal for Council. It was estimated that the initial development of the intranet would cost between \$70,000 and \$90,000. At a Budget Committee meeting in November of 2020, Software

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recommendations were presented to the Committee and it was estimated that annual licensing fees for the Intranet would cost approximately \$17,500. On April 6, 2021 County Council approved a contract with Sandbox Software Solutions in the amount of \$57,156.19 in development costs with an annual licensing fee of \$17,495. Sandbox Software Solutions' development costs were the lowest of all bidders who met the technical requirements of the Request for Proposal.

### **Budget Discrepancy**

After this contract award a discrepancy between the estimated development cost of the Intranet and Password Protected Portal and the amount budgeted for the project was discovered. Only \$40,000 was included in the 2021 Budget for the development of the intranet and no annual licensing fee was included. This results in a shortfall of \$17,156.19 in development costs and an additional \$17,495 in licensing fees for 2021 and no proposed funding plan for this licensing fee moving forward.

Confusion stemmed from the fact that every three (3) years, \$40,000 is set aside for the redevelopment of the County's corporate website. Because the County's corporate website is not being redeveloped in 2021, these funds were erroneously included in the 2021 budget as the proposed cost of the intranet project instead of the approximately \$70,000-\$90,000 estimated development cost previously presented to Council. This erroneous inclusion was an oversight on the part of staff who did not notice the discrepancy between the estimated costs and the amount included during the budget process.


Additionally, it was expected that annual licensing fees for this product would cost approximately \$17,500. This annual licensing amount was not included in the 2021 Budget, another oversight on the part of staff.


If Council is in agreement, it is recommended that the \$17,156.19 (\$57,156.19 - \$40,000) in unbudgeted development costs can be covered by the Efficiency Funding Reserve as this project falls within eligibility. This will cause no increases to the 2021 Budget.

### **Length of Contract**

The Request for Proposal indicated that the County would like the option to enter into a contract for five (5) years. Sandbox Software Solutions has indicated that the County could enter into a five (5) year contract and the annual licensing fee (\$17,495) would not increase over the course of those five (5) years.

There is also the option to enter into a three (3) year contract with the option to renew for an additional two (2) years at no additional fee increase.





The County could enter into a one (1) year contract if Council wishes; however, after an investment of funds and time required to develop an intranet tool, staff does not advise abandoning it after only one (1) year.

### **Annual Licensing Fee Funding Source**

Staff are also seeking Council's direction regarding options for funding the \$17,495 annual licensing fee.

#### **Option 1**

The County could fund the 2021 licensing fee (\$17,495) out of the Efficiency Funding Reserve and consider options for ongoing funding during the 2021 Budget process.

#### **Option 2**

The County could plan to fund the annual licensing fee (\$17,495) out of the Efficiency Funding Reserve between 2021 and 2030 amounting to approximately \$188,861 over the course of ten (10) years. Currently there is \$625,471 in the Efficiency Reserve Fund and allocating \$188,861 would leave \$436,610 available for allocation.


#### **Option 3**

The County could include the annual licensing fee of \$17,495 in the IT Department's annual operating budget. This would be in accordance with how the corporate website is budgeted for.

### **FINANCIAL IMPLICATIONS:**

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The development costs of the Corporate Intranet and Password Protected Portal exceed 2021 budgeted amounts by \$17,156 for the initial development. Staff are recommending that these additional funds be taken from Efficiency Funding Reserve. An annual licensing fee of \$17,495 will cost the County approximately \$188,861 over the course of the next ten (10) years. Staff are seeking direction from Council as to how this annual fee should be funded.



## ALIGNMENT WITH STRATEGIC PRIORITIES:

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Serving Elgin	Growing Elgin	Investing in Elgin
<input type="checkbox"/> Ensuring alignment of current programs and services with community need. <input checked="" type="checkbox"/> Exploring different ways of addressing community need. <input checked="" type="checkbox"/> Engaging with our community and other stakeholders.	<input type="checkbox"/> Planning for and facilitating commercial, industrial, residential, and agricultural growth. <input type="checkbox"/> Fostering a healthy environment. <input type="checkbox"/> Enhancing quality of place.	<input checked="" type="checkbox"/> Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future. <input type="checkbox"/> Delivering mandated programs and services efficiently and effectively.

## LOCAL MUNICIPAL PARTNER IMPACT:

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None.

## COMMUNICATION REQUIREMENTS:

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None.

## CONCLUSION:

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There is a discrepancy between the estimated development cost and annual licensing fee for the Corporate Intranet and Password Protected Portal. Staff are seeking Council's direction as to how this shortfall should be funded in terms of development costs and licensing fees. Staff are also seeking Council's direction regarding the length of the contract with Sandbox Software Solutions.

All of which is Respectfully Submitted

Approved for Submission

Katherine Thompson  
 Manager of Administrative Services

Julie Gonyou  
 Chief Administrative Officer



## REPORT TO COUNTY COUNCIL

**FROM:** Julie Gonyou, Chief Administrative Officer

**DATE:** January 29, 2021

**SUBJECT:** School Retention Plan – Elgin County

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### RECOMMENDATION:

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THAT Elgin County Council support the resolution passed by the Municipality of Thames Centre on January 18, 2021, which includes the following actions:

1. Include a school retention plan as part of the Municipality's Strategic Plan and advocate accordingly;
2. Maintain ongoing membership in the Community Schools Alliance (CSA);
3. Support, through resolution, the CSA's endorsement of the Rural and Northern Education Fund (RNEF) as an appropriate differentiator and funding model for rural and northern schools;
4. Request that the Thames Valley District School Board (TVDSB) and London District Catholic School Board (LDCSB) suggest possible reallocation of Grants for Student Needs (GSNs) to support a net funding neutral increase in the RNEF;
5. Recommend that the TVDSB review its policies for capacity planning and pupil accommodation reviews to formally recognize the importance and value to the community of rural and single school community schools;
6. Request communication and notification on an ongoing basis of all relevant School Boards of any areas of study considering possible consolidation, closure, additions, or new builds within Elgin County;
7. Request annual planning reports from all relevant School Boards for all Elgin County schools and possibly related/affected/affecting schools and compare municipal growth forecasts and school board(s) growth forecasts identifying discrepancies.

### INTRODUCTION:

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At its meeting held on January 26, 2021, Elgin County Council received and filed correspondence from Oxford County which indicated support for the Township of Zorra's School Retention Plan. County Council directed staff to provide a report regarding the adoption of a similar plan for the County of Elgin. At its meeting on February 10, 2021,



Council directed that additional information be brought forward, once available, regarding municipal support for the Township of Zorra's School Retention Plan.

## **DISCUSSION:**

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The Zorra School Retention Plan is a formalization of the Township of Zorra's advocacy and communication efforts as they relate to the preservation of rural schools. These activities include maintaining membership in the Community Schools Alliance (CSA), advocating for a different funding model for rural and northern schools, recommending that the Thames Valley District School Board (TVDSB) review its policies for capacity planning and pupil accommodation to formally recognize the importance of rural schools, and ensuring that appropriate communication and notification processes are in place for Council to receive regular information from school boards in the area – particularly in relation to any potential closure or new build activity.

Elgin County Council has also engaged in considerable school retention efforts over the past several terms of Council:

- Council advocated for the preservation of rural schools including Sparta Public School, Springfield Public School, New Sarum Public School and for the construction of a new school in Belmont. This advocacy has taken the form of official correspondence and meetings with Provincial Ministers and MPPs.
- Council has provided comment regarding new provincial policies and guidelines relating to rural schools including the Elementary Pupil Accommodation Review.
- County Council meets annually with representatives from the TVDSB and the LCDSB to receive updates from the school boards and to address concerns that Elgin County residents have expressed in regards to education. This meeting allows for open, two-way communication between the County of Elgin and local school boards to ensure that the unique educational needs of Elgin County residents are being met.
- Elgin County Council appointed Councillor Martyn to sit on the Rural Education Task Force, formed by the Thames Valley District School Board in 2019. This task force consults with students, parents, community, municipal leaders in TVDSB rural communities to identify the unique challenges and opportunities experienced by students, parents and municipalities and develops recommendations for consideration related to a TVDSB Rural Education Strategy.

## **Municipal Support for the Township of Zorra's School Retention Plan**

The following actions have been taken by neighbouring municipalities:

- At its meeting on December 2, 2020, the **Township of Zorra** adopted the Township's School Retention Plan.
- 

- On January 13, 2021, **Oxford County Council** adopted the following resolution in response to the Zorra School Retention Plan:

*Resolved that the correspondence from the Township of Zorra regarding the adoption of a “Zorra School Retention Plan”, dated December 2, 2020 be received;*

*And further, that Oxford County Council hereby supports the “Zorra School Retention Plan”, and inform the Township of Zorra, the Thames Valley District School Board’s Rural Education Task Force, Elgin County, Middlesex County and the City of London accordingly.*

- On January 20, 2021, the **Municipality of Thames Centre** passed the following resolution:

*Whereas the Municipality of Thames Centre:*

- 1. Include a school retention plan as part of the Municipality’s Strategic Plan and advocate accordingly;*
- 2. Maintain ongoing membership in the Community Schools Alliance (CSA);*
- 3. Support, through resolution, the CSA’s endorsement of the Rural and Northern Education Fund (RNEF) as an appropriate differentiator and funding model for rural and northern schools;*
- 4. Request that the Thames Valley District School Board (TVDSB) and London District Catholic School Board (LDCSB) suggest possible reallocation of Grants for Student Needs (GSNs) to support a net funding neutral increase in the RNEF;*
- 5. Recommend that the TVDSB review its policies for capacity planning and pupil accommodation reviews to formally recognize the importance and value to the community of rural and single school community schools;*
- 6. Request communication and notification on an ongoing basis of all relevant School Boards of any areas of study considering possible consolidation, closure, additions, or new builds within the Municipality of Thames Centre’s jurisdiction;*
- 7. Request annual planning reports from all relevant School Boards for all Municipality of Thames Centre schools and possibly related/affected/affecting schools and compare municipal growth forecasts and school board(s) growth forecasts identifying discrepancies.*

*FURTHER THAT the Municipality forward this resolution to the Thames Valley District School Board’s Rural Education Task Force (RETF) and Middlesex County for support;*

*AND FURTHER THAT the Municipality forward this resolution to Community Schools Alliance, MPP Jeff Yurek, Minister of Education Stephen Lecce, Middlesex County Thames Valley District School Board Trustees Arlene Morrell and Sean Hunt and Middlesex County London District School Board Trustee Mary Wolfs.*



- At its meeting on March 9, 2021, the **Middlesex County** formally supported the resolution from Thames Centre with respect to the School Retention Plan.

With significant support from neighbouring municipalities, it is recommended that Elgin County adopt its own School Retention Plan in the spirit of solidarity with its neighbours and to ensure a consistent approach to advocacy across the region.

#### **FINANCIAL IMPLICATIONS:**

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There are no financial implications associated with considering a School Retention Plan.

#### **ALIGNMENT WITH STRATEGIC PRIORITIES:**

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<b>Serving Elgin</b>	<b>Growing Elgin</b>	<b>Investing in Elgin</b>
<input checked="" type="checkbox"/> <b>Ensuring alignment of current programs and services with community need.</b>  <input checked="" type="checkbox"/> <b>Exploring different ways of addressing community need.</b>  <input type="checkbox"/> <b>Engaging with our community and other stakeholders.</b>	<input type="checkbox"/> <b>Planning for and facilitating commercial, industrial, residential, and agricultural growth.</b>  <input type="checkbox"/> <b>Fostering a healthy environment.</b>  <input checked="" type="checkbox"/> <b>Enhancing quality of place.</b>	<input type="checkbox"/> <b>Ensuring we have the necessary tools, resources, and infrastructure to deliver programs and services now and in the future.</b>  <input type="checkbox"/> <b>Delivering mandated programs and services efficiently and effectively.</b>

#### **Additional Comments:**

#### **LOCAL MUNICIPAL PARTNER IMPACT:**

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Should the County of Elgin support the Township of Zorra's School Retention Plan, Elgin's Local Municipal Partner Councils could support this Plan at the local level, if appropriate.

#### **COMMUNICATION REQUIREMENTS:**

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If the recommended resolution is passed by Council, suggested communications include:



- The resolution be forwarded to the Thames Valley District School Board's Rural Education Task Force (RETF); and
- The resolution be forwarded to the Township of Zorra, Elgin County's Partner Municipalities, Community Schools Alliance, MPP Jeff Yurek, Minister of Education Stephen Lecce, and Elgin County Thames Valley Trustees and London District Catholic School Board Trustee.

## **CONCLUSION:**

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In recent years, Elgin County Council has engaged in considerable advocacy and communication efforts regarding the retention of local schools. It is recommended that these activities be consolidated into a School Retention Plan for the County of Elgin to be adopted by County Council at a future meeting.

All of which is Respectfully Submitted

Julie Gonyou, Chief Administrative  
Officer

## **CLOSED MEETING AGENDA**

**April 20, 2021**

### **Staff Reports:**

- 1) Director of Human Resources – *Municipal Act Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees; (d) labour relations or employee negotiations* – Labour Relations Matters – Seeking Council Ratification of Renewal Collective Agreement with Ontario Nurses' Association (ONA).
  
- 2) Chief Administrative Officer – *Municipal Act Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees; (d) labour relations or employee negotiations (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board* – Economic Development.

## CORPORATION OF THE COUNTY OF ELGIN

### BY-LAW NUMBER 21-18

#### A BY-LAW OF CORPORATION OF THE COUNTY OF ELGIN TO AUTHORIZE THE BORROWING UPON AMORTIZING DEBENTURES IN THE PRINCIPAL AMOUNT OF \$6,000,000.00 TOWARDS THE COST OF KING GEORGE LIFT BRIDGE

WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the “**Act**”) provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

WHEREAS the Council of CORPORATION OF THE COUNTY OF ELGIN (the “**Municipality**”) has passed the By-law(s) enumerated in column (1) of Schedule “A” attached hereto and forming part of this By-law to authorize the capital work(s) described in column (2) of Schedule “A” (the “**Capital Work(s)**”), to authorize the long-term borrowing from Ontario Infrastructure and Lands Corporation (“**OILC**”) in respect of the Capital Work(s) and to confirm, ratify and approve the execution by the Treasurer of the application to OILC for financing the Capital Work (the “Application”) and the submission by such authorized official of the Application; and to execute and deliver to OILC the rate offer letter agreement in respect of such long-term borrowing for the Capital Work(s);

WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any) the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any) by the Local Planning Appeal Tribunal pursuant to such regulation was not required;

WHEREAS the Municipality has submitted the Application to OILC and the Application has been approved;

AND WHEREAS to provide long-term financing for the Capital Work(s) it is now deemed to be expedient to borrow money by the issue of amortizing debentures in the

aggregate principal amount of \$6,000,000.00 dated May 03, 2021 and maturing on May 03, 2031, and payable in semi-annual instalments of combined principal and interest on the third day of November and on the third day of May in each of the years 2021 to 2031, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF CORPORATION OF THE COUNTY OF ELGIN ENACTS AS FOLLOWS:

1. THAT for the Capital Work(s), the borrowing upon the credit of the Municipality at large of the aggregate principal amount of \$6,000,000.00 and the issue of amortizing debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. THAT the Warden and the Treasurer of the Municipality are hereby authorized to cause any number of amortizing debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said aggregate principal amount of \$6,000,000.00 (the “**Debentures**”). The Debentures shall bear the Municipality’s municipal seal and the signatures of Warden and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. THAT the Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$6,000,000.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule “B” hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. THAT in accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness of the Municipality to OILC under the Debentures and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. THAT the Debentures shall all be dated May 03, 2021, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.04% per annum and mature during a period of 10 year(s) years from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by May 03, 2031 and be payable in equal semi-annual instalments of combined principal and interest on the third day of November and on the third of May in each of the years 2021 to 2031,

both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("**Schedule "C"**").

6. THAT payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**") and if any date for payment is not a Business Day, payment shall be made on the next following Toronto Business Day.
7. THAT interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of the Debentures: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "**Prime Rate**" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. THAT in each year in which a payment of equal semi-annual instalments of combined principal and interest becomes due in respect of the Capital Work(s) including the last 'non-equal' instalment, there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. THAT the Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.

10. THAT the Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. THAT the Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. When a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. THAT the Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Warden and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. THAT the Warden and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. THAT the Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if

any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. THAT the cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. THAT reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. THAT except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. THAT the Warden and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. THAT the money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. THAT subject to the Municipality's statement of investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on



such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. AND THAT this By-law takes effect on the day of passing.

Read a first and second time this 20th day of April, 2021.

Read a third time and finally passed this 20th day of April, 2021.

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Tom Marks  
Warden

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Julie Gonyou  
Clerk

**CORPORATION OF THE COUNTY OF ELGIN**

**Schedule "A" to By-law Number 21-18**

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
20-48	King George Lift Bridge	\$6,000,000.00	\$0.00	\$6,000,000.00	10 year(s)

Schedule "B" to By-law Number 21-18

No. 21-18

\$6,000,000.00

CANADA
Province of Ontario
CORPORATION OF THE COUNTY OF ELGIN

FULLY REGISTERED 2.04% AMORTIZING DEBENTURE

CORPORATION OF THE COUNTY OF ELGIN (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (May 03, 2031), the principal amount of

SIX MILLION DOLLARS

----- (\$6,000,000.00) -----

by equal semi-annual instalments of combined principal and interest on the third day of November and on the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (May 03, 2021), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.04% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the Ontario Infrastructure and Lands Corporation Act, 2011 (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at CORPORATION OF THE COUNTY OF ELGIN as at the 3rd day of May, 2021.

IN TESTIMONY WHEREOF and under the authority of By-law Number 21-18 of the Municipality duly passed on the 20th day of April, 2021 (the “**By-law**”), this debenture is sealed with the municipal seal of the Municipality and signed by the Warden and by the Treasurer thereof.

Date of Registration: May 03, 2021.

\_\_\_\_\_  
Tom Marks, Warden

(Seal) \_\_\_\_\_  
Jim Bundschuh, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of \$6,000,000.00 dated May 03, 2021 and maturing on May 03, 2031 payable in equal semi-annual instalments of combined principal and interest on the third day of November and on the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

May 03, 2021

Hennessey & Hogan LLP [no signature required]

## CONDITIONS OF THE DEBENTURE

### Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the payment dates commencing on November 03, 2021 and ending on May 03, 2031 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.



## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

**CORPORATION OF THE COUNTY OF ELGIN**

**Schedule "C" to By-law Number 21-18**

Name.....: Elgin, Corporation Of The County Of

Principal: 6,000,000.00

Rate.....: 02.0400

Matures..: 05/03/2031

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	11/03/2021	333,161.84	271,961.84	61,200.00	5,728,038.16
2	05/03/2022	333,161.84	274,735.85	58,425.99	5,453,302.31
3	11/03/2022	333,161.84	277,538.16	55,623.68	5,175,764.15
4	05/03/2023	333,161.84	280,369.05	52,792.79	4,895,395.10
5	11/03/2023	333,161.84	283,228.81	49,933.03	4,612,166.29
6	05/03/2024	333,161.84	286,117.74	47,044.10	4,326,048.55
7	11/03/2024	333,161.84	289,036.14	44,125.70	4,037,012.41
8	05/03/2025	333,161.84	291,984.31	41,177.53	3,745,028.10
9	11/03/2025	333,161.84	294,962.55	38,199.29	3,450,065.55
10	05/03/2026	333,161.84	297,971.17	35,190.67	3,152,094.38
11	11/03/2026	333,161.84	301,010.48	32,151.36	2,851,083.90
12	05/03/2027	333,161.84	304,080.78	29,081.06	2,547,003.12
13	11/03/2027	333,161.84	307,182.41	25,979.43	2,239,820.71
14	05/03/2028	333,161.84	310,315.67	22,846.17	1,929,505.04
15	11/03/2028	333,161.84	313,480.89	19,680.95	1,616,024.15
16	05/03/2029	333,161.84	316,678.39	16,483.45	1,299,345.76
17	11/03/2029	333,161.84	319,908.51	13,253.33	979,437.25
18	05/03/2030	333,161.84	323,171.58	9,990.26	656,265.67
19	11/03/2030	333,161.84	326,467.93	6,693.91	329,797.74
20	05/03/2031	333,161.68	329,797.74	3,363.94	0.00
		6,663,236.64	6,000,000.00	663,236.64	

C A N A D A  
Province of Ontario  
CORPORATION OF THE COUNTY OF ELGIN

FULLY REGISTERED 2.04% AMORTIZING DEBENTURE

CORPORATION OF THE COUNTY OF ELGIN (the “**Municipality**”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“**OILC**”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “**Conditions**”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (May 03, 2031), the principal amount of

SIX MILLION DOLLARS

----- (\$6,000,000.00) -----

by equal semi-annual instalments of combined principal and interest on the third day of November and on the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, in the amounts set forth in the attached Amortizing Debenture Schedule (the “**Amortization Schedule**”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions: interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (May 03, 2021), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.04% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “**OILC Act, 2011**”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of any unpaid indebtedness under this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at CORPORATION OF THE COUNTY OF ELGIN as at the 3rd day of May, 2021.

IN TESTIMONY WHEREOF and under the authority of By-law Number 21-18 of the Municipality duly passed on the 20th day of April, 2021 (the “**By-law**”), this debenture is

sealed with the municipal seal of the Municipality and signed by the Warden and by the Treasurer thereof.

Date of Registration: May 03, 2021.

\_\_\_\_\_  
Tom Marks, Warden

(Seal) \_\_\_\_\_  
Jim Bundschuh, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: \_\_\_\_\_  
Authorized Signing Officer

by: \_\_\_\_\_  
Authorized Signing Officer

## LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of amortizing debentures in the aggregate principal amount of \$6,000,000.00 dated May 03, 2021 and maturing on May 03, 2031 payable in equal semi-annual instalments of combined principal and interest on the third day of November and on the third day of May in each of the years 2021 to 2031, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "**Debenture**") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Local Planning Appeal Tribunal over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

May 03, 2021

Hennessey & Hogan LLP [no signature required]

## CONDITIONS OF THE DEBENTURE

### Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “**Debentures**” and individually a “**Debenture**”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

### Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

### Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

## Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any payment date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding payment date.
7. The Municipality shall make all payments in respect of equal semi-annual instalments of combined principal and interest including the last 'non-equal' instalment on the Debentures on the payment dates commencing on November 03, 2021 and ending on May 03, 2031 as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Amortization Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day, other than Saturday or Sunday, on which banking institutions in Toronto, Ontario, Canada and the Municipality are not authorized or obligated by law or executive order to be closed (a "**Business Day**"), and if any date for payment is not a Business Day, payment shall be made on the next following Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferor, in the case of a transfer or as directed by the registered holder in the case of an exchange.

12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed principal and interest cheques (if any) may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the rate offer agreement entered into between the Municipality and OILC, or if the Municipality fails to meet and pay any of its debts or liabilities when due, or uses all or any portion of the proceeds of any Debenture for any purpose other than for a Capital Work(s) as authorized in the By-Law, the Municipality shall pay to OILC the Make-Whole Amount on account of the losses that it will incur as a result of the early repayment or early termination.



## Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Business Day.

## Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

## Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

## Definitions:

- (a) **"Prime Rate"** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **"Reference Banks"**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **"Prime Rate"** shall be the arithmetic mean of the rates quoted by those Reference Banks.
- (b) **"Make-Whole Amount"** means the amount determined by OILC as of the date of prepayment of the Debenture, by which (i) the present value of the remaining future scheduled payments of principal and interest under the Debenture to be repaid from the prepayment date until maturity of the Debenture discounted at the Ontario Yield exceeds (ii) the principal amount under the Debenture being repaid provided that the Make-Whole Amount shall never be less than zero.
- (c) **"Ontario Yield"** means the yield to maturity on the date of prepayment of the Debenture, assuming semi-annual compounding, which a non-prepayable Debenture made by the Province of Ontario would have if advanced on the date of prepayment of the Debenture, assuming the same principal amount as the Debenture and with a maturity date which is the same as the remaining term to maturity of the Debenture to be repaid minus 100 basis points.

Name.....: Elgin, Corporation Of The County Of  
Principal: 6,000,000.00  
Rate.....: 02.0400  
Matures...: 05/03/2031

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	11/03/2021	333,161.84	271,961.84	61,200.00	5,728,038.16
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6	05/03/2024	333,161.84	286,117.74	47,044.10	4,326,048.55
7	11/03/2024	333,161.84	289,036.14	44,125.70	4,037,012.41
8	05/03/2025	333,161.84	291,984.31	41,177.53	3,745,028.10
9	11/03/2025	333,161.84	294,962.55	38,199.29	3,450,065.55
10	05/03/2026	333,161.84	297,971.17	35,190.67	3,152,094.38
11	11/03/2026	333,161.84	301,010.48	32,151.36	2,851,083.90
12	05/03/2027	333,161.84	304,080.78	29,081.06	2,547,003.12
13	11/03/2027	333,161.84	307,182.41	25,979.43	2,239,820.71
14	05/03/2028	333,161.84	310,315.67	22,846.17	1,929,505.04
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16	05/03/2029	333,161.84	316,678.39	16,483.45	1,299,345.76
17	11/03/2029	333,161.84	319,908.51	13,253.33	979,437.25
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19	11/03/2030	333,161.84	326,467.93	6,693.91	329,797.74
20	05/03/2031	333,161.68	329,797.74	3,363.94	0.00
		6,663,236.64	6,000,000.00	663,236.64	

## CERTIFICATE OF THE CLERK

**To: Hennessey & Hogan LLP**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year(s), 2.04% amortizing debenture of CORPORATION OF THE COUNTY OF ELGIN (the “**Municipality**”) in the aggregate principal amount of \$6,000,000.00 for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 21-18 (the “**Debenture By-law**”);

AND IN THE MATTER OF authorizing by-law(s) of the Municipality enumerated in Schedule “A” to the Debenture By-law.

I, Julie Gonyou, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on April 20, 2021 in full compliance with the *Municipal Act, 2001*, as amended (the “**Act**”) at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Warden and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law(s) referred to in Schedule “A” to the Debenture By-law (the “**Authorizing By-law(s)**”) have been enacted and passed by the Council of the Municipality in full compliance with the Act at meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same were signed by the Warden and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the “**Capital Work(s)**”), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Council of the Municipality had its Treasurer complete the required calculation set out in the relevant debt and financial obligation limits regulation (the “**Regulation**”). Accordingly, based on the Treasurer’s calculation and determination under the Regulation, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way repealed, altered or amended, except insofar as some of the Authorizing By-law(s) may have been amended by any of the Authorizing By-law(s), and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.
5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. All of the sewer and water works which constitute part of the Capital Works and which require the approval of the Ministry of the Environment, Conservation and Parks will be or have been completely and properly approved by the Ministry of the Environment, Conservation and Parks, as the case may be.

9. The Municipality is not subject to any restructuring order under Part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the Municipality.

10. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

**DATED** at CORPORATION OF THE COUNTY OF ELGIN as at the 3rd day of May, 2021.

[AFFIX SEAL]

\_\_\_\_\_  
Julie Gonyou, Clerk

## CERTIFICATE OF THE TREASURER

**To: Hennessey & Hogan LLP**

**And To: OILC**

IN THE MATTER OF an issue of a 10 year(s), 2.04% amortizing debenture of CORPORATION OF THE COUNTY OF ELGIN (the "**Municipality**") in the aggregate principal amount of \$6,000,000.00 for Capital Work(s) of the Municipality authorized by Debenture By-law Number 21-18 (the "**Debenture By-law**");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Jim Bundschuh, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant year(s).
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (the "**Capital Work(s)**"), before the Council of the Municipality authorized **the** Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof (if any), the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "**Regulation**"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority (if any), without the approval of the Local Planning Appeal Tribunal pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2018<sup>1</sup>.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amounts payable described in the Regulation were determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the relevant Public Sector Accounting Board.

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<sup>1</sup> Year of the most recent limit (ARL) received from MMA

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).
6. The aggregate principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of such Capital Work(s).
7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.
8. On or before May 03, 2021, I as Treasurer, signed the fully registered amortizing debenture numbered 21-18 in the aggregate principal amount of \$6,000,000.00 dated May 03, 2021, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "**OILC Debenture**").
9. On or before May 03, 2021, the OILC Debenture was signed by Tom Marks, Warden of the Municipality at the date of the execution and issue of the OILC Debenture, the OILC Debenture was sealed with the seal of the Municipality, the OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture the Municipality is not exceeding its borrowing powers.
10. The said Tom Marks, is the duly elected Warden of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.
11. No litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Warden or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.
12. The representations and warranties of the Municipality set out in the rate offer letter agreement (as described in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof and the Municipality is not in material default of any of its obligations under such rate offer letter agreement.

**DATED** at CORPORATION OF THE COUNTY OF ELGIN as at the 3rd day of May, 2021.

[AFFIX SEAL]

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Jim Bundschuh, Treasurer

I, Julie Gonyou, Clerk of the Municipality do hereby certify that the signature of Jim Bundschuh, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

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Julie Gonyou, Clerk