



**ORDERS OF THE DAY**

**FOR TUESDAY, June 11, 2019 – 9:00 A.M.**

**ORDER**

- 1st Meeting Called to Order
- 2nd Adoption of Minutes – May 21, 2019
- 3rd Disclosure of Pecuniary Interest and the General Nature Thereof
- 4th Presenting Petitions, Presentations and Delegations

**DELEGATIONS:**

- 9:00 a.m.** Kelly Franklin, Executive Director, Courage for Freedom – Anti-Trafficking Awareness Program (to be distributed at meeting with CAO approval)
- 9:15 a.m.** Kim Verkuil, Ontario Works Program Manager – Ontario Works 2018 Year in Review
- 9:30 a.m.** Ralph West, Housing Services Administrator – St. Thomas/Elgin Housing and Homelessness Plan 2018 Progress Report
- 9:45 a.m.** Teresa Sulowski, Children’s Services Supervisor – 2018 Children’s Services Year in Review

- 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

**LUNCH WILL BE PROVIDED**  
 Lunch & Learn: Jeff Lawrence, Tree Commissioner & Weed Inspector

**NOTICE:**

- June 25, 2019 County Council Meeting
- July 9, 2019 County Council Meeting

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

## ELGIN COUNTY COUNCIL

### MINUTES

**May 21, 2019**

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

Staff Present: Julie Gonyou, Chief Administrative Officer  
Rob Bryce, Director of Human Resources  
Jim Bundschuh, Director of Financial Services  
Brian Lima, Director of Engineering Services  
Brian Masschaele, Director of Community and Cultural Services  
Michele Harris, Director of Homes and Seniors Services  
Steve Gibson, County Solicitor  
Alan Smith, General Manager of Economic Development  
Jenna Fentie, Legislative Services Coordinator  
Leesa Shanley, POA Supervisor (report only)  
Mike Hoogstra, Purchasing Coordinator (report only)  
Jennifer Ford, Senior Financial Analyst (report only)

#### 1. CALL TO ORDER

Elgin County Council met this 21<sup>st</sup> day of May, 2019 in the Council Chambers, at the County Administration Building, St. Thomas at 9:00 a.m. with Warden McPhail in the chair.

#### 2. ADOPTION OF MINUTES

Moved by: Councillor Mennill  
Seconded by: Councillor Marks

Resolved that the minutes of the meeting held on May 7, 2019 be adopted.

- Motion Carried.

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

None.

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

4.1 Moved by: Councillor Purcell  
Seconded by: Councillor Martyn

Resolved that the agenda be amended to include a brief presentation in regard to National Paramedic Week from Mac Gilpin, Managing Director/General Manager of Medavie EMS.

- Motion Carried.

#### 4.2 Retirement Recognition: Irene Kydd, PSW

Warden McPhail presented a certificate of retirement to Irene Kydd for 15 years of service as a Personal Support Worker at Bobier Villa. He thanked her for many years of dedicated service.

4.2 **Canadian Association of Municipal Administrators Long Service Award – Alan Smith, General Manager of Economic Development**

Warden McPhail presented Alan Smith, General Manager of Economic Development with a long service award from the Canadian Association of Municipal Administrators for his twenty years of municipal service in a management role.

4.3 **Medavie Emergency Medical Services**

Mac Gilpin, Managing Director/General Manager for Medavie EMS, informed Council that National Paramedic Services week is May 26 – June 1, 2019 and that the Medavie EMS Elgin Paramedic Awards and Recognition Ceremony will be taking place on May 29, 2019 at 7:30 p.m. at the St. Anne's Centre in St. Thomas.

Warden McPhail requested a motion to declare May 26 – June 1, 2019 "Paramedic Services Week" to recognize the great work of paramedics across Canada.

Moved by: Councillor Marks  
Seconded by: Councillor Jones

Resolved that the week of May 26-June 1, 2019 be declared as "Paramedic Services Week".

- Motion Carried.

4.4 **Excellence In Resident Centred Care (ERCC)**

Ashley Temple, Resident Care Coordinator, and Dave MacPherson, Manager of Resident Care provided a presentation outlining the Excellence in Resident Centred Care training program for Personal Support Workers in Long-Term Care Homes.

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Martyn

Resolved that the presentation titled "Excellence in Resident Centered Care (ERCC)" from the Resident Care Coordinator and Manager of Resident Care be received and filed.

- Motion Carried.

4.5 **RNAO LTC – BPSO Program**

Terri Benwell, Administrator for Bobier Villa and Elgin Manor, and Michele Harris, Director of Homes and Seniors Services provided a presentation highlighting how the Registered Nurses Association of Ontario's Best Practice Spotlight Organization goals and guidelines will be implemented in County of Elgin Long-Term Care Homes.

Moved by: Councillor Marks  
Seconded by: Councillor Purcell

Resolved that the presentation titled "RNAO LTC-BPSO Program" from the Administrator for Bobier Villa and Elgin Manor and the Director of Homes and Seniors Services be received and filed.

- Motion Carried.

4.6 **Healthy Communities Partnership – Elgin County Trails Study**

Jessica Lang, Health Promotor for Southwestern Public Health, and Patricia Corneil, Vice Chair, Healthy Communities Partnership provided a presentation on the Elgin County Trails Study outlining key recommendations provided in the final report.

Moved by: Councillor Purcell  
Seconded by: Councillor Jones

WHEREAS Elgin County Council supports trail development as part of an integrated approach to promoting healthy communities, tourism and local economic development; therefore be it resolved that County Council continue to support the work of the Healthy Communities Partnership and the work of our local municipal partners; and that County Council consider this initiative as part of Council's strategic planning process in September 2019; and that County Council continue to explore potential opportunities for trails in Elgin County on a case-by-case basis and consider trail development within our policies when possible; and that the report be received.

- Motion Carried.

Council recessed at 10:07 a.m. and reconvened at 10:19 a.m.

5. **COMMITTEE OF THE WHOLE**

Moved by: Councillor Giguère  
Seconded by: Councillor French

Resolved that we do now move into Committee of the Whole Council.

- Motion Carried.

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

6.1 **Terrace Lodge Building May Update – Councillor Purcell, Terrace Lodge Steering Committee Chair**

Councillor Purcell presented the report updating Council on the progress of the Terrace Lodge building project.

Moved by: Councillor Purcell  
Seconded by: Councillor Martyn

Resolved that the report titled "Terrace Lodge Building May Update" from the Terrace Lodge Steering Committee Chair dated May 13, 2019 be received and filed; and that staff be directed to prepare a report in regard to considering options related to the provision of child care services at Terrace Lodge.

- Motion Carried.

6.2 **Furniture for POA Courthouse – Provincial Offences Supervisor**

The Provincial Offences Supervisor presented the report seeking Council's approval to award the contract to Staples Business Advantage for the supply, delivery, and installation of administrative area furniture for the new POA Courthouse.

Moved by: Councillor Mennill  
Seconded by: Councillor Jones

Resolved that the contract for the supply, delivery and installation of furniture for the POA Courthouse be awarded to Staples Business Advantage in the amount of \$67,585.00 exclusive of H.S.T.; and that the Warden and Chief Administrative Officer be authorized to sign the contract.

- Motion Carried.

6.3 **Quarterly Information Report – Contract Awards January 1, 2019 to March 31, 2019 – Purchasing Coordinator**

The Purchasing Coordinator presented the report detailing the contracts awarded over \$15,000 from January 1, 2019 to March 31, 2019.

Moved by: Councillor French  
Seconded by: Councillor Giguère

Resolved that the report titled “Quarterly Information Report – Contract Awards January 1, 2019 to March 31, 2019” from the Purchasing Coordinator dated May 9, 2019 be received and filed.

- Motion Carried.

6.4 **2019/20 Ambulance Funding – Senior Financial Analyst**

The Senior Financial Analyst presented the report updating Council on the implications to funding for 2019/20 as it relates to Ambulance Services.

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Marks

Resolved that the report titled “2019/20 Ambulance Funding” from the Senior Financial Analyst dated May 15, 2019 be received and filed.

- Motion Carried.

6.5 **Elgin Manor Wastewater Treatment Plant Train #1 Rehabilitation – Director of Engineering Services**

The Director of Engineering Services presented the report seeking approval to award the contract to Dielco Industrial Contractors Ltd. to complete the Elgin Manor Wastewater Treatment Plant Train #1 Rehabilitation project and recommends bringing forward \$85,000 from the 2021 capital budget in order to complete the project.

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Mennill

Resolved that the Elgin Manor Wastewater Treatment Plant Train #1 Rehabilitation Project be completed by Dielco Industrial Contractors Ltd. in the amount of \$73,900 plus H.S.T as detailed in their quotation dated April 11, 2019; and that \$85,000 identified in year 2021 of the approved 10-Year Capital Budget be brought forward to fund the required Elgin Manor Wastewater Treatment Plant #1 Rehabilitation Project.

- Motion Carried.

6.6 **Traffic Impact Study Funding Contribution – Director of Engineering Services**

The Director of Engineering Services presented the report outlining a consistent approach, procedures, and parameters with which the County will consider undertaking shared traffic impact studies with Elgin partner municipalities.

Moved by: Councillor Mennill  
Seconded by: Councillor Martyn

Resolved that the report titled "Traffic Impact Study Funding Contribution" from the Director of Engineering Services dated May 21, 2019 be received and filed; and that the Elgin partner municipalities may request an equal funding partnership of locally initiated Traffic Impact Studies, so long as County staff determines value in the study's anticipated findings and that the study scope is jointly prepared.

- Motion Carried.

6.7 **Provincial Health System Transformation Update – Chief Administrative Officer**

The Chief Administrative Officer presented the report providing background on the transformation of health services in Ontario and outlining the progress made by local health care providers in an Elgin County Ontario Health Team application.

Moved by: Councillor Purcell  
Seconded by: Councillor Jones

Resolved that the report titled "Provincial Health System Transformation Update" from the Chief Administrative Officer dated May 15, 2019 be received and filed.

- Motion Carried.

7. **COUNCIL CORRESPONDENCE**

7.1 **Items for Consideration**

1. Larry Martin, Board of Health Chair, Southwestern Public Health with an update regarding the recent announcement concerning the provincial government's plan to modernize public health.

Moved by: Councillor Ketchabaw  
Seconded by: Councillor Marks

Resolved that the Warden and Chief Administrative Officer be directed to organize and attend a preliminary planning meeting with the City of London, County of Middlesex, City of St. Thomas, and County of Elgin to discuss changes to health services in Ontario; and that correspondence item #1 from the Board of Health Chair, Southwestern Public Health be received.

- Motion Carried.

2. Rick Kester, President, Ontario Good Roads Association (OGRA) with a letter regarding combining annual conferences with the Rural Ontario Municipal Association (ROMA).

Moved by: Councillor Martyn  
Seconded by: Councillor French

Resolved that correspondence item #2 from the President of the Ontario Good Roads Association be received.

- Motion Carried.

7.2 **Items for Information**

1. Larry Martin, Chair, Southwestern Public Health, with an update regarding Elgin's request for the return of surplus funds.
2. Southwestern Public Health's Population Health Assessment Report.
3. Long Point Region Conservation Authority 2018 Audited Financial Statements.

4. Long Point Region Conservation Authority 2018 Annual Report.
5. Four Counties Health Services Foundation with an invitation to attend the Grand Re-Opening of the Endoscopy Suite.
6. Jeff Yurek, MPP, with a letter acknowledging receipt of Elgin's request for the addition of a Long-Term Care Admissions Category prioritizing municipal residents.
7. Notice of Port Burwell Library Temporary Closure.
8. St. Thomas & District Chamber of Commerce with an invitation to attend the MP & MPP Luncheon on June 26, 2019.

Moved by: Councillor Purcell  
Seconded by: Councillor Giguère

Resolved that Correspondence items #1-8 be received and filed.

- Motion Carried.

## 8. OTHER BUSINESS

### 8.1 Statements/Inquiries by Members

- 8.1.1 Councillor Jones expressed concerns that the draft Natural Heritage Systems Study currently under review by a Steering Committee was released to members of the public prior to County Council's review. Warden McPhail noted that public consultation on the Natural Heritage Systems Study will take place once the document has been reviewed by the Steering Committee pursuant to the County's statutory obligations under the Planning Act as part of County Council's review of the Official Plan.
- 8.1.2 Councillor Marks inquired about whether the Elgin Group Police Services Board had been notified of the break and enters occurring in the Lynhurst area. Councillor Martyn, Chair of the Elgin Group PSB, informed the Detachment Commander and members of the PSB at their meeting on May 7, 2019.

### 8.2 Notice of Motion

None.

### 8.3 Matters of Urgency

- 8.3.1 Warden McPhail requested a verbal update from the Director of Engineering Services on the structural issues with the road base on Chatham Street in the Municipality of Bayham and the need for reconstruction.

Moved by: Councillor Martyn  
Seconded by: Councillor Marks

Resolved that the Director of Engineering Services be directed to prepare a report with recommendations regarding road status reconstruction and options.

- Motion Carried.

Council recessed at 11:09 a.m. and reconvened at 11:23 a.m.

## 9. CLOSED MEETING ITEMS

Moved by: Councillor Purcell  
Seconded by: Councillor Mennill

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

In-Camera Item #1

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

In-Camera Item #2

*(b) personal matters about an identifiable individual, including municipal or local board employees – VERBAL*

In-Camera Item #3

*(c) a proposed or pending acquisition or disposition of land by the municipality or local board; (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 – VERBAL*

In-Camera Item #4 (Additional Item)

*(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 - VERBAL*

- Motion Carried.

**10. RECESS**

None.

**11. MOTION TO RISE AND REPORT**

Moved by: Councillor Marks  
Seconded by: Councillor Ketchabaw

Resolved that we do now rise and report.

- Motion Carried.

In-Camera Item # 1 – Organizational Update

Moved by: Councillor Mennill  
Seconded by: Councillor Giguère

Resolved that staff proceed as directed.

- Motion Carried.

In-Camera Item #2

Moved by: Councillor Jones  
Seconded by: Councillor Marks

Resolved that staff proceed as directed.

- Motion Carried.

In-Camera Item #3

Moved by: Councillor Purcell  
Seconded by: Councillor Martyn

Resolved that staff proceed as directed.

- Motion Carried.

In Camera Item #4

Moved by: Councillor Marks  
Seconded by: Councillor Giguère

Resolved that the verbal report from Councillor Purcell be received.

- Motion Carried.

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

Moved by: Councillor Martyn  
Seconded by: Councillor Purcell

Resolved that we do now adopt recommendations of the Committee Of The Whole.

- Motion Carried.

**13. CONSIDERATION OF BY-LAWS**

**13.1 By-law 19-17 – Amendment to No-Parking By-law**

To Amend the Schedule to By-law No. 16-11 Being a By-law for the Regulation of Traffic.

Moved by: Councillor Jones  
Seconded by: Councillor Giguère

Resolved that By-Law No. 19-17 be now read a first, second and third time and finally passed.

- Motion Carried.

**13.2 By-law 19-18 – Amendment to Community Safety Zone By-law**

Being a By-law to Amend By-law No. 17-12 Designating Community Safety Zones on County Roads.

Moved by: Councillor Purcell  
Seconded by: Councillor Mennill

Resolved that By-law No. 19-18 be now read a first, second and third time and finally passed.

- Motion Carried.

**13.3 By-law 19-19 – Amendment to Speed Zone By-law**

To Amend the Schedule to By-law No. 17-11 Being a By-law to Authorize Speed Limits.

Moved by: Councillor Martyn  
Seconded by: Councillor Ketchabaw

Resolved that By-law No. 19-19 be now read a first, second and third time and finally passed.

- Motion Carried.

13.4 **By-law 19-20 – 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 May 21, 2019 Meeting.

Moved by: Councillor Giguère  
Seconded by: Councillor Marks

Resolved that By-law No. 19-20 be now read a first, second and third time and finally passed.

- Motion Carried.

**14. ADJOURNMENT**

Moved by: Councillor Marks  
Seconded by: Councillor Jones

Resolved that we do now adjourn at 12:25 p.m. to meet again on June 11, 2019 at the County Administration Building Council Chambers at 9:00 a.m.

- Motion Carried.

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Julie Gonyou,  
Chief Administrative Officer.

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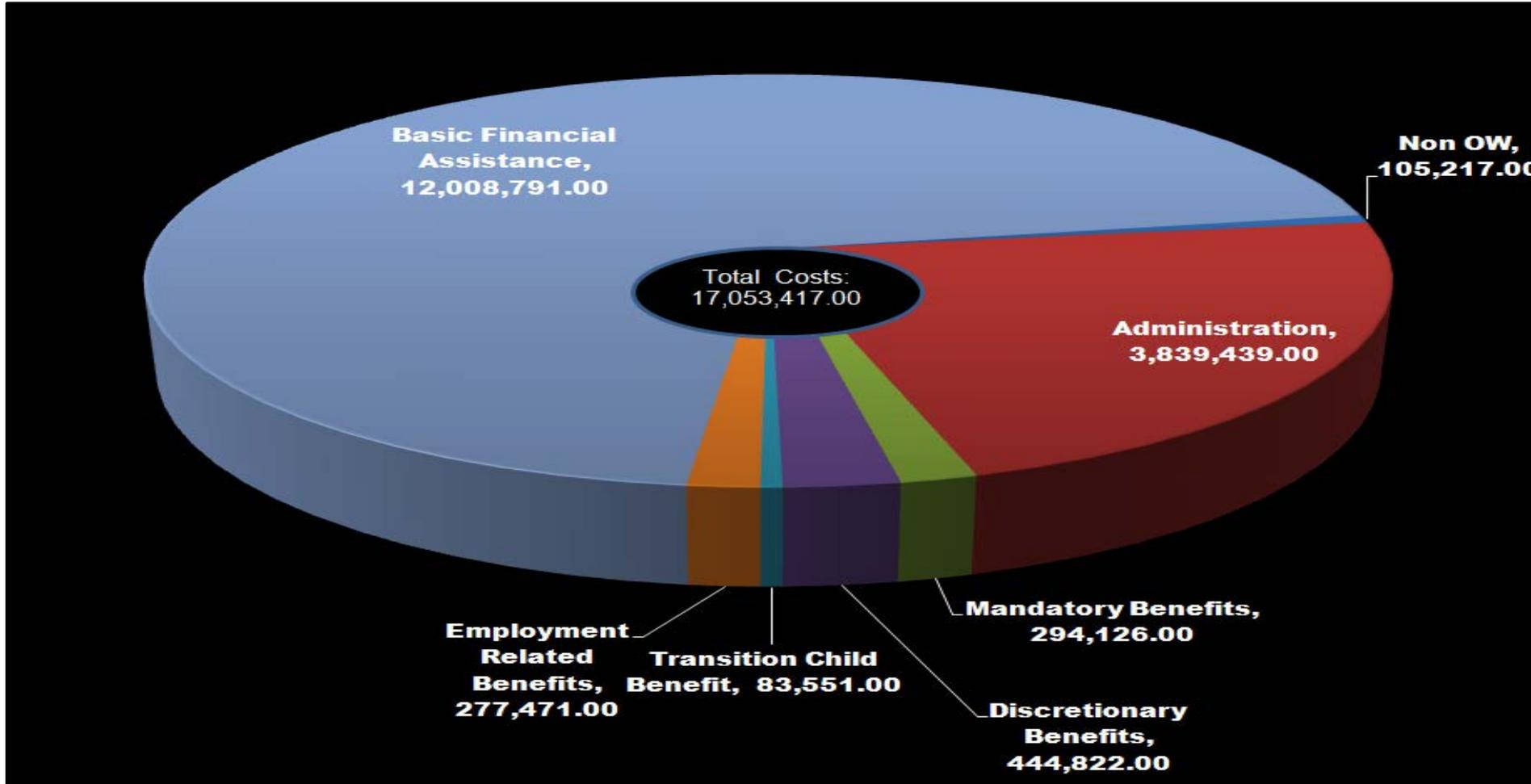
Duncan McPhail,  
Warden.

# Ontario Works Year in Review 2018

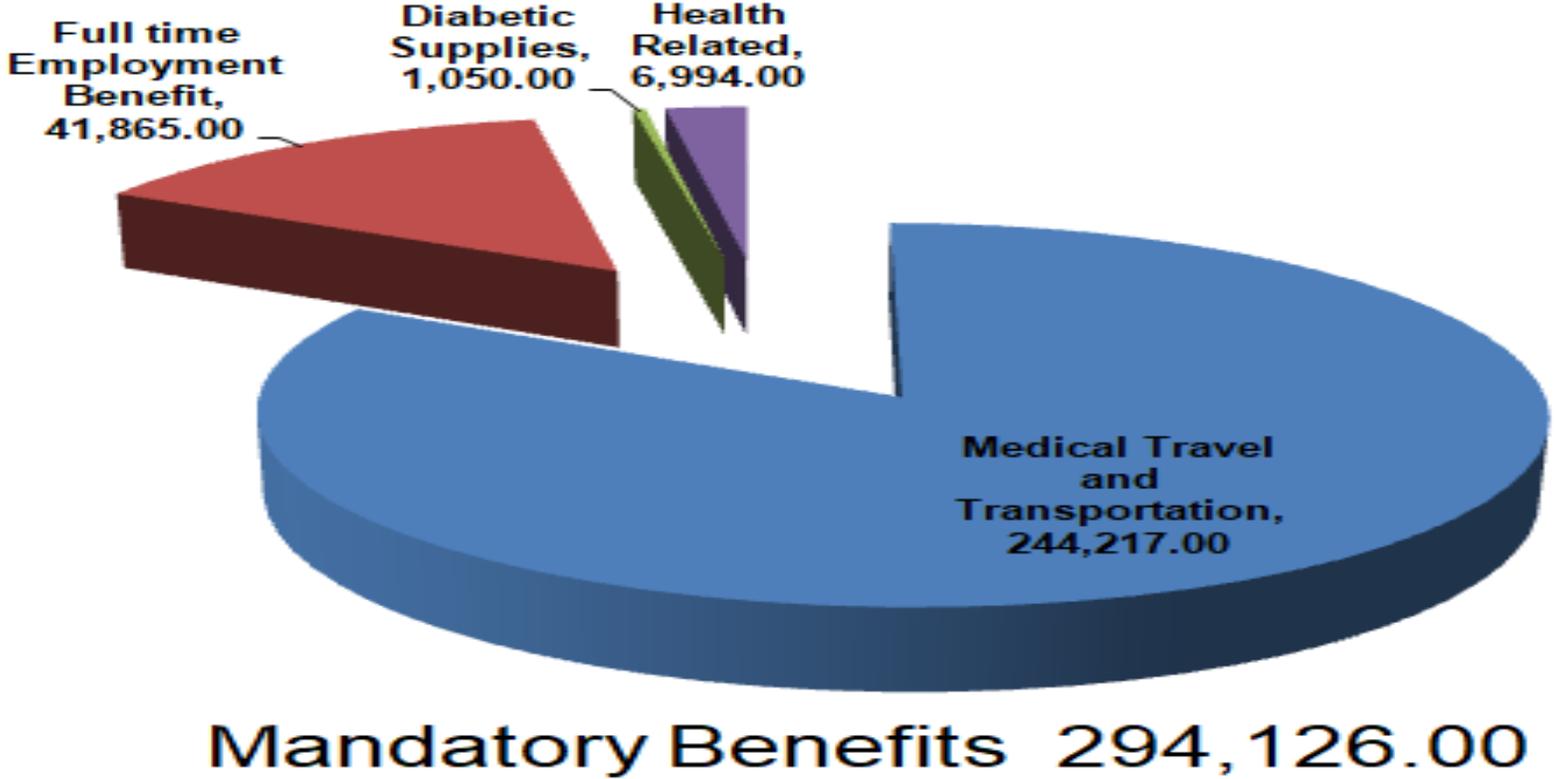
June 2019



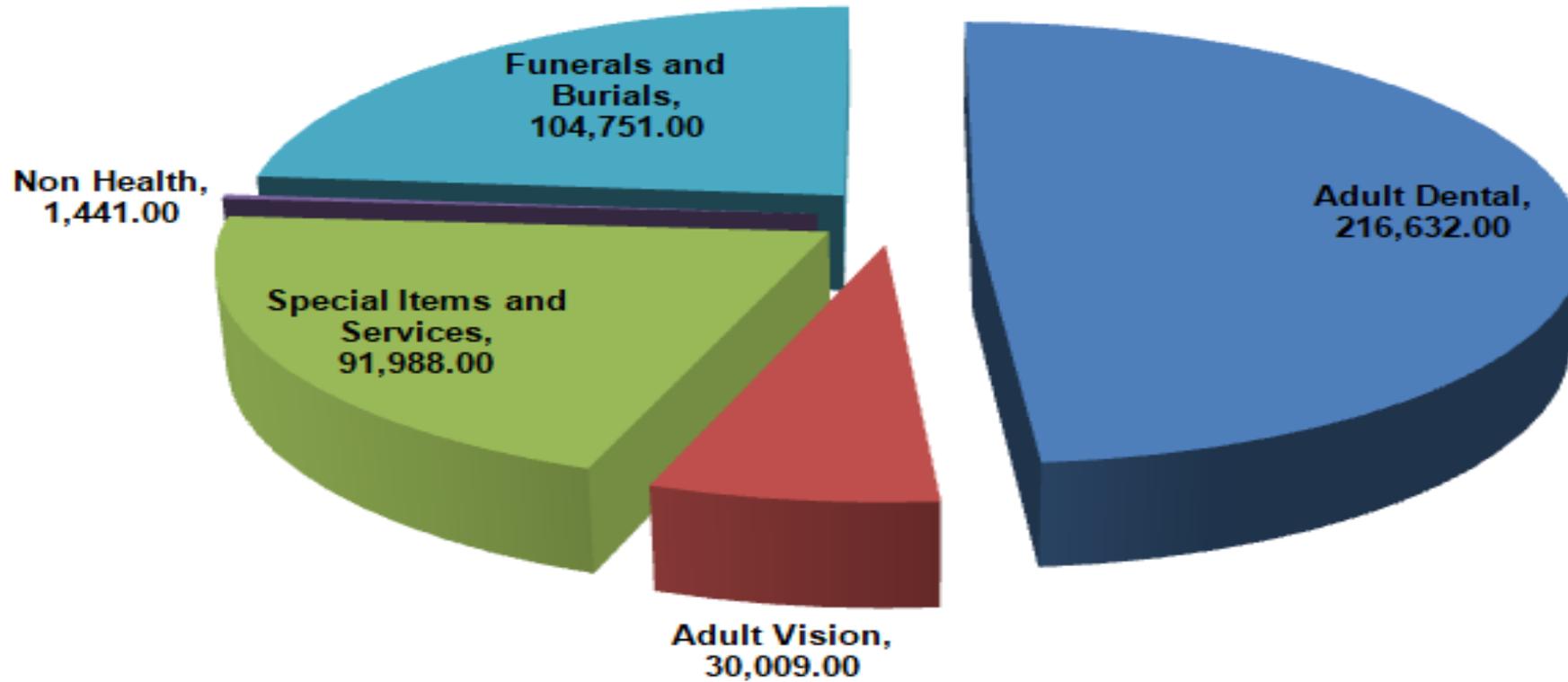
# Ontario Works budget



# Mandatory Benefits

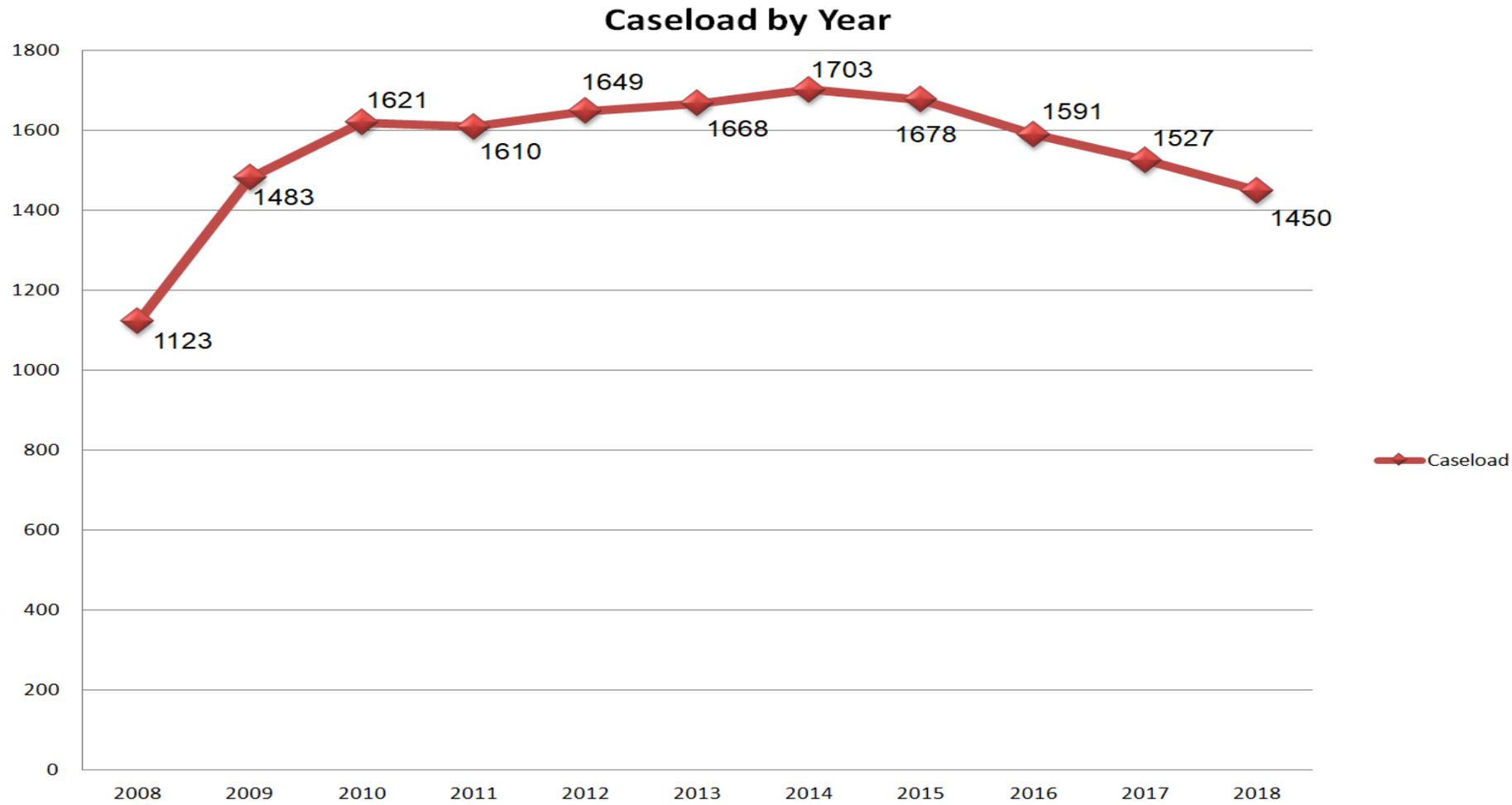


# Discretionary Benefits

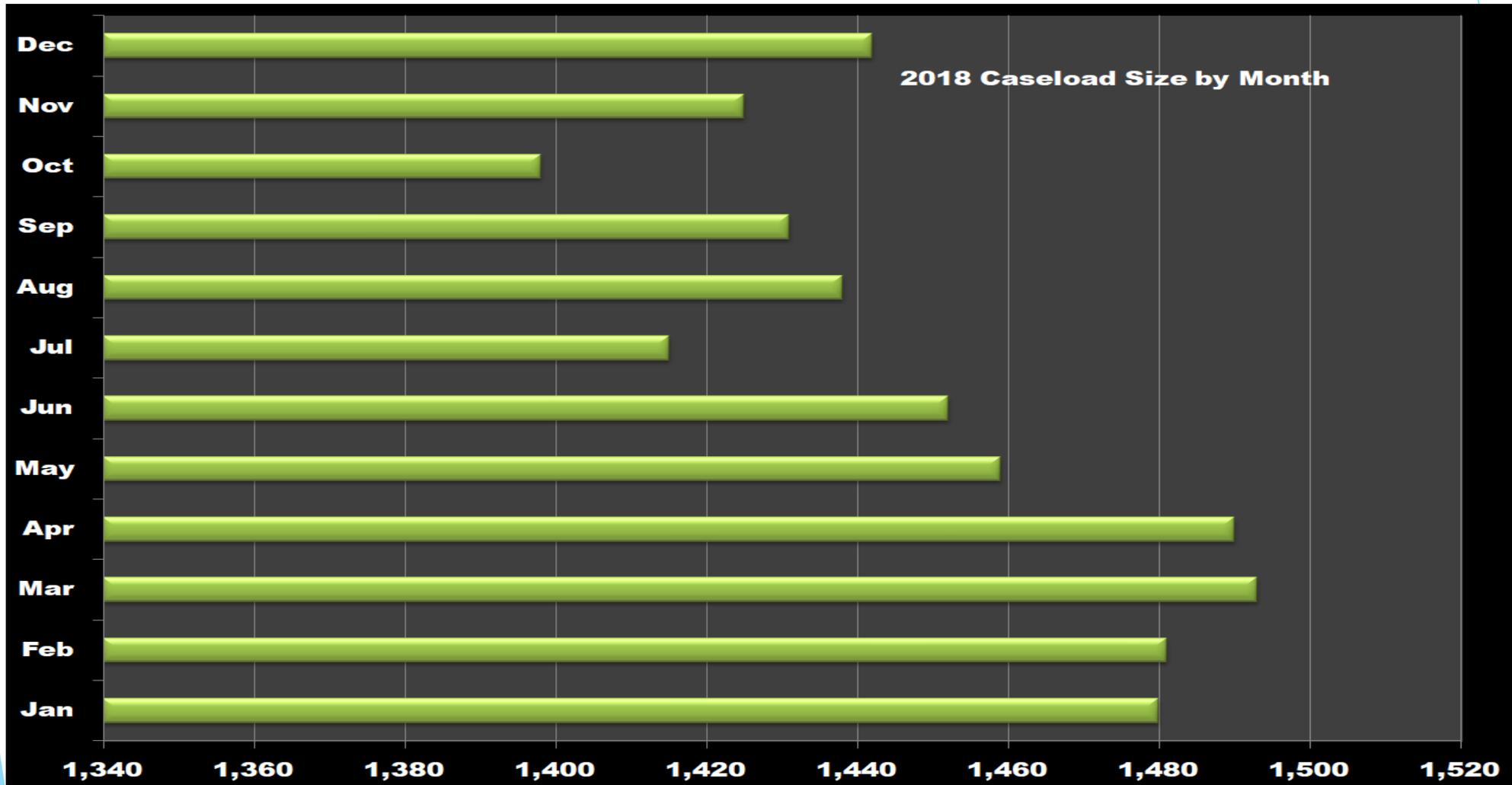


**Discretionary Benefits 444,821.00**

# Caseload by Year

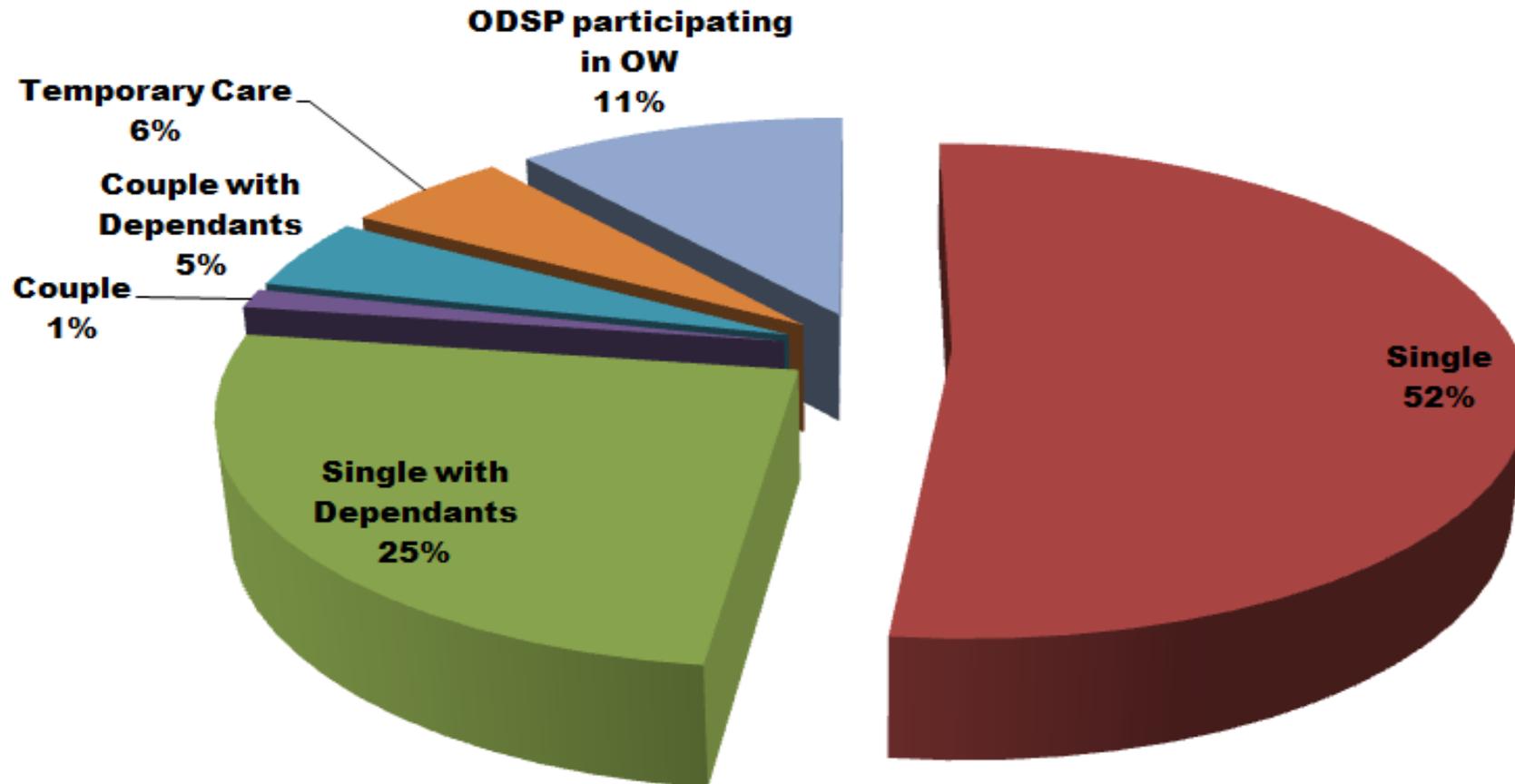


# Caseload by Month



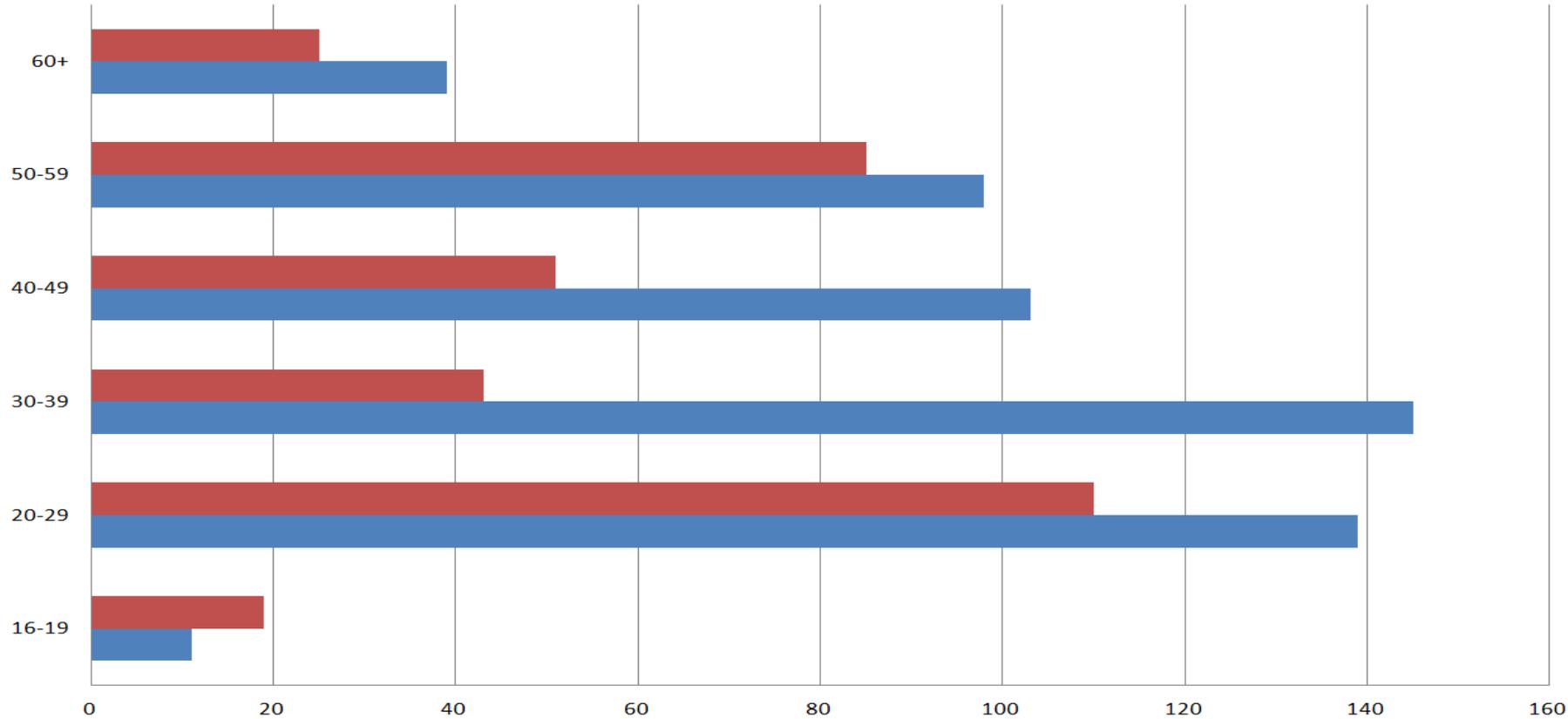
# Caseload by Benefit Unit Type

Caseload By Benefit Unit Type



# Single Person Benefit Units by Age and Gender

**Single Person Benefit Units by Age/Sex**



	16-19	20-29	30-39	40-49	50-59	60+
Female	19	110	43	51	85	25
Male	11	139	145	103	98	39

# Update on Social Assistance Reform

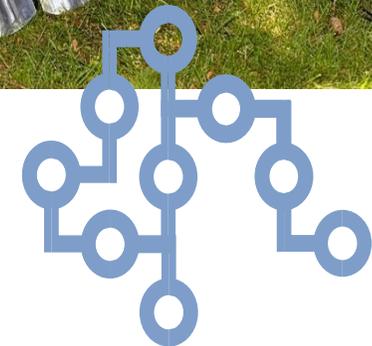
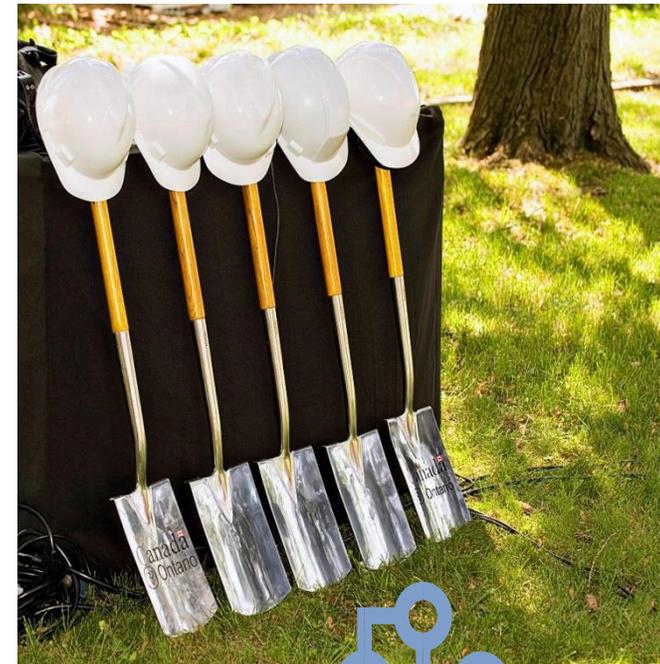
- **Supporting People with Disabilities with Dignity**
- **Cutting Red Tape and Restoring Accountability**
- **Moving People to Employment**
- **Locally Focused Social Services**
- **Transforming Ontario's Employment Services**

# Questions?



# TAKING STOCK WORKING TOGETHER

## 2018 Progress Report



# Introduction

The City of St. Thomas, in its role as the Service Manager for St. Thomas and Elgin County, is responsible for Delivering social and community services throughout the City and the County. These services are delivered by St. Thomas – Elgin Social Services Department. As part of its mandate, the Department administers and/or delivers a range of housing and homelessness programs including existing social housing, new affordable housing, rent supplements, housing allowances, home repair assistance, homeownership down-payment assistance, funding for emergency shelters and transitional housing, and other homelessness prevention programs including the Housing Links for People (HeLP) program. The City also owns and manages 530 units of public housing.

The Social Services Department works in collaboration with the County of Elgin and area municipalities, with existing private sector and not-for-profit housing providers, with support services agencies, and with many individuals and organizations in the community to help meet the housing and homelessness prevention needs in support of residents of St. Thomas and Elgin County.

In the past, the Department has undertaken numerous reports and studies about community housing and homeless needs and has worked with organizations to implement many of the key initiatives from those studies.

As required in the *Housing Services Act*, City of St. Thomas Council approved a 10-year Housing and Homelessness Plan for St. Thomas and Elgin County in December 2013. The Plan was implemented on January 1, 2014. Service Managers are required in the *Act* to report annually to the public by June 30 on progress in achieving the recommendations in their Plans during the preceding year.

Service Managers are required to report annually to the public on progress in achieving the recommendations in their 10-year Housing and Homelessness Plans.

**This is the 2018 Progress Report for St. Thomas/Elgin County.**

# Vision

St. Thomas and Elgin County recognize the importance of having affordable, adequate and appropriate housing for its residents. In co-operation with not-for-profit and private-sector partners in the community, and with support from federal and provincial levels of governments, St. Thomas and Elgin County will work towards meeting the housing and support needs of the community, with the elimination of long term homelessness as a key goal.

STRATEGIC DIRECTION 1	STRATEGIC DIRECTION 2	STRATEGIC DIRECTION 3	STRATEGIC DIRECTION 4
Increase housing supply options to meet projected needs.	Provide supports to keep people in the sustainable housing they currently have.	Enhance the current service system to prevent homelessness, and when homeless “rapidly” move people into stable housing.	Pursue community partnerships and broaden community awareness while advocating to senior levels of government to ensure stable housing and poverty reduction for all residents.

# STRATEGIC DIRECTION 1

## Increase housing supply options to meet projected need

*Seven recommendations with actions, targets, measures, and the detailed 2018 progress report are attached.*

### Progress in 2018

#### New Affordable Rental Housing

During 2018 three new affordable housing projects were occupied. These include 10 apartment units at 33 Elysian St. and 11 apartment units at 49 Myrtle St. in St. Thomas, and a 10 unit building at 10 Wellington in Aylmer.

Another affordable housing project is currently under construction at 50 Locust St. in St. Thomas. This project will have 9 affordable units, 6 of which will be fully accessible and is scheduled for occupancy in July.

#### Current Regeneration of City-owned Housing

Construction began on the new Social Services Centre building at 230 Talbot Street, which is to be occupied in October of 2019. 28 units of housing are being constructed on the second and third floors of the building. 4 of the units are 2 bedrooms and the remainder are 1 bedroom. 4 of the 1 bedroom units are fully modified. 14 units are rent-geared-to-income (RGI) and replace 14 the City-owned RGI units which were sold. The other 14 units are new affordable housing units.

#### Future Regeneration of City-owned Housing

The City has received \$2.6 million from the Province towards the construction of an 88 space childcare centre on the City-owned site at 230 Talbot Street. Additional affordable housing units are planned for two or three floors above the centre. This project will require the sale of some City-owned family units for which there is a substantially lesser demand.

#### Assistance to Community Groups

During 2018 the City has provided technical assistance and support to a community group in Port Stanley which is working towards the development of affordable housing.

# STRATEGIC DIRECTION 1

## Progress in 2018 (continued)

### Rent Supplements

Rental subsidies provided under two Provincially-funded programs (Investment in Affordable Housing and Social Infrastructure Fund) enable individuals and families to find housing appropriate to their needs in the private rental market which they could not otherwise afford. Subsidies are modest, averaging about \$170 per month. An average of 62 households per month were served by this program in 2018

### Portable Housing Benefits

The City of St. Thomas approved the creation and funding of a Portable Housing Benefit (PHB) rental subsidy program together with the policies for administering the program. An additional 100 rental subsidies are to be delivered in the form of PHBs. Allocation of these benefits began in September of 2018. They are being offered first to those already on the waiting list for rent-geared-to-income housing. As of Dec. 31, 2018, 30 had been put in place and the average monthly benefit has been \$304.

# STRATEGIC DIRECTION 1

## Progress in 2018 (continued)

### Affordable Housing Study

In June 2018 City Council received and reviewed the St. Thomas – Elgin Long-term Affordable & Social Housing Strategy. The report contained 42 recommendations for the City of St. Thomas and another 12 for the County of Elgin and lower-tier municipalities. The purpose of the strategy is to examine various options for increasing affordable housing supply to meet current and projected demand. Implementation of the recommendations in the Strategy is underway by City staff; a number of Council reports for further action will be forthcoming in 2019.

### Recommendations for Council

City Staff from the Planning Department and the Social Services Department have been working together on recommendations for Council to consider on:

- Potential financial incentives for the development of affordable housing (e.g., reduced development charges, reduced property taxes, etc.)
- changes to the existing rooming house bylaw
- amendments to the existing Standards of Care for residential care homes in St. Thomas and possible licensing requirements
- updates to the Municipal Housing Facilities By-law

## STRATEGIC DIRECTION 2

Provide supports to keep people in the sustainable housing they currently have

*Seven recommendations with actions, targets, measures, and the detailed 2018 progress report are attached.*

### Homelessness Prevention

\$421,349 in HeLP funding was allocated to assist low-income households with homelessness prevention supports. The funds were spent as follows:

- 44% for utility arrears
  - (317 households)
- 18% for last month's rent
  - (127 households)
- 14% for furniture
  - (138 households)
- 14% for rent arrears
  - (89 households)
- 6% for moving costs
  - (71 households)

### Progress in 2018

#### Home Repair Program

\$50,000 from the IAH Home Repair Program helped six homeowners and one multi-residential landlord pay for new roofs (5), electrical upgrades (2) furnace replacement (1) and accessibility modifications (1).

### Enhancing Tenant Capacity

Community-wide use of SPDAT assessment tool is increasing. The SPDAT has been an effective means to design individualized skills development programs for tenants and prospective tenants to increase their prospect of having successful tenancies.

### Eviction Prevention

City Housing staff have continued working pro-actively with tenants to help them to avoid eviction. City Staff also participate in Situation Table emergency interventions which can prevent homelessness, or rescue individuals from homelessness

## STRATEGIC DIRECTION 3

Enhance the current service system to prevent homelessness, and when homeless, “rapidly” move people into stable housing

*Five recommendations with actions, targets, measures, and the detailed 2018 progress report are attached.*

### Youth Homelessness Protocol

104 youth accessed services through the Youth Homelessness Protocol in 2018:

55% of these youth were 16-18

58% of those who applied for service had experienced a family breakdown. No other factor leading to homelessness exceeded 8% of those served.

53% were stably housed through the Protocol

YWCA was the primary case manager for 94% of cases

## Progress in 2018

### Inn Out of the Cold

119 homeless individuals stayed overnight at Inn Out of the Cold for a total of 2825 bed nights from Nov/18 to Apr/19.

Average stay over the season by all residents was 24 nights. 27% were women. 65% of the women and 48% of the men stayed between 1-5 nights in total. 6 women and 20 men stayed just 1 night.

The Inn also provided evening meals for all of its guests and supplies such as clothing, toilet paper, shoes, diapers, and baby items as needed.

### Client-centred supportive housing

\$680,267 in CHPI funding helped agencies provide client-centred supported housing as follows:

YWCA Residence (17 beds)

Harmony House (3 beds)

Horizon House (3 new beds)

Fairwinds (3 beds)

Unity House (3 new beds)

Second Story (6 beds)

Fresh Start (10 beds)

CMHA residential care home program (avg. 60 beds)

## STRATEGIC DIRECTION 3

### Progress in 2018 (continued)

#### Co-ordinated Access—Part 1

CMHA Elgin continued to operate a weekly housing drop-in centre which served as an “intake” point for many individuals who were homeless or at immediate risk of homelessness. 141 individuals were provided assistance in accessing services as well as short and long term housing.

#### Co-ordinated Access—Part 2

Late in 2018 the Housing and Homelessness Action Group established a committee to work on the design and implementation of a fully co-ordinated access system which would serve not only the homeless but applicants for transitional/ supportive housing, social housing, affordable housing (as defined under MMAH program guidelines) and private rental housing. Work on this ambitious project began in early 2019 and is ongoing.

#### Residential Care Homes

84 individuals in three residential care homes benefitted from CHPI-funded bed subsidies tied to the home’s requirement to meet detailed City standards. Five other residential care homes in the community opened their doors to assist when the 26 residents of one of the subsidized care home providers were displaced for several months by an internal flood

#### Women’s Homelessness

The YWCA received funding from the Status of Women Canada to address the issue of women’s homelessness and has initiated a program of community meetings to develop and implement a strategy to better serve the specific needs of homeless girls and women.

#### Safe Beds

CMHA Elgin and the YWCA operated a total of 9 “safe beds” serving as temporary emergency shelter for individuals applying for transitional and/or supportive housing services from them, and moved individuals from those beds into appropriate housing when it became available.

# STRATEGIC DIRECTION 3

## Progress in 2018 (continued)

### Homeless Enumeration

During the last week of April in 2018, 96 representatives from 28 local organizations participated in St. Thomas-Elgin’s first enumeration of homeless persons, conducting a survey asking 15 questions of each person who was determined to be homeless.

The enumeration identified 159 homeless persons, including 33 dependent children. A report following from the enumeration provided detailed information to the community of the scope of the problem of homelessness, and the nature of the homeless population.

### Following up from Homeless Enumeration

The consultant involved in designing and facilitating the enumeration process provided a number of recommendations for consideration by the community regarding how we could use available resources more effectively to address homelessness. These recommendations are presently informing work being done to update the community’s 10 Year Housing and Homelessness Plan.

## STRATEGIC DIRECTION 4

Pursue community partnerships and broaden community awareness while advocating to senior levels of government to ensure stable housing and poverty reduction for all residents

*Thirteen recommendations with actions, targets, measures, and the detailed 2018 progress report are attached.*

### Progress in 2018

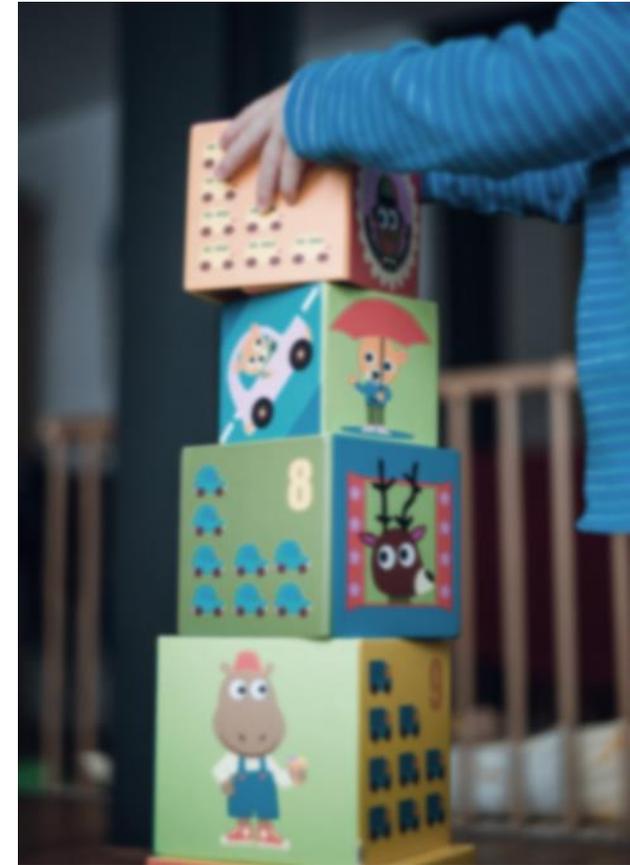
The Social Services Director is a member of the Elgin Sub Region Integration Table (SRIT) of the Southwest LHIN. Elgin SRIT's two priorities are: 1. To enable patients to access the appropriate level of care to meet their care needs along the spectrum of home and community care, supportive housing, assisted living, hospital, and long-term care, and 2. To enable providers and patients to better understand how to access mental health and addictions services.

City staff have continued their ongoing involvement in Ministry of Housing consultation sessions regarding changes being made under the Ministry's Long Term Affordable Housing Strategy. In addition, City membership in OMSSA and City Staff's active participation in OMSSA discussions at various levels has contributed to OMSSA's lobbying efforts with MMAH

The Poverty Roundtable for St. Thomas/Elgin has continued to develop in its capacity and strategy in advocating for poverty reduction and related policy changes by all who administer or come in contact with those in poverty. Work has begun on a media strategy to further these efforts.

# Children's Services Year in Review

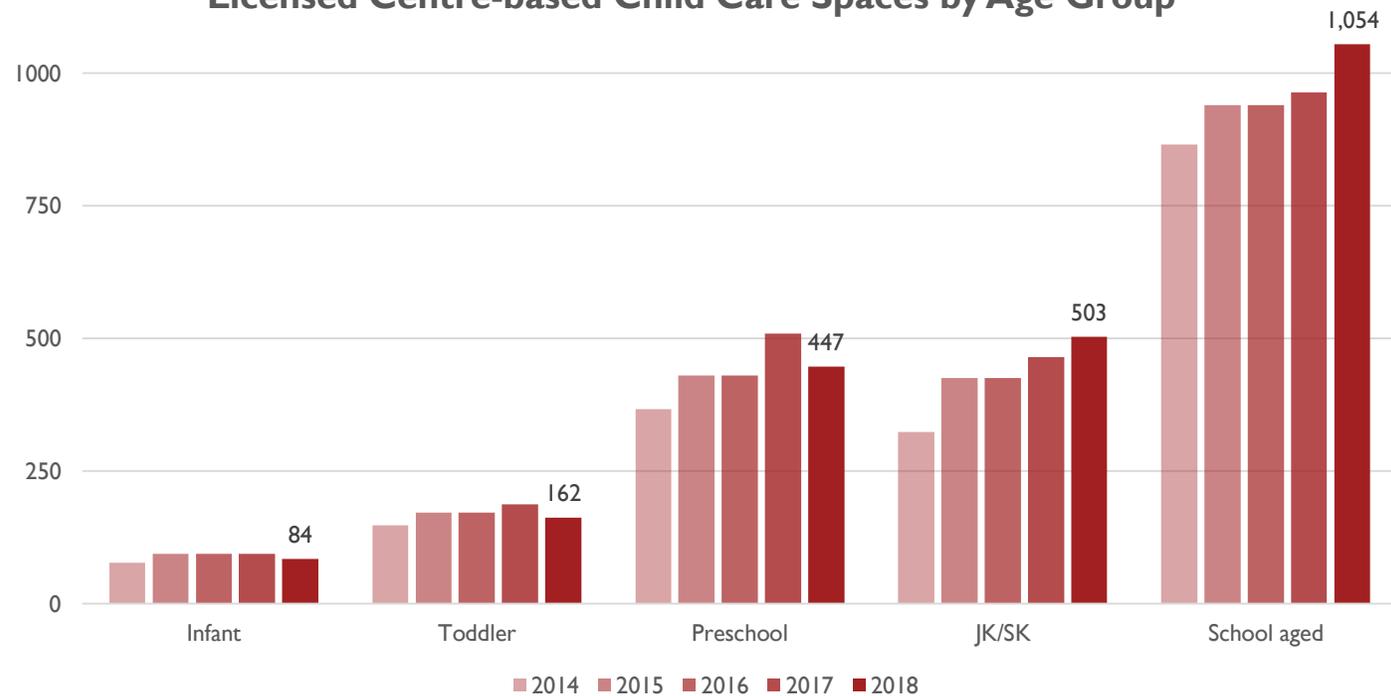
June 2019



# Children and Families Served in St. Thomas - Elgin

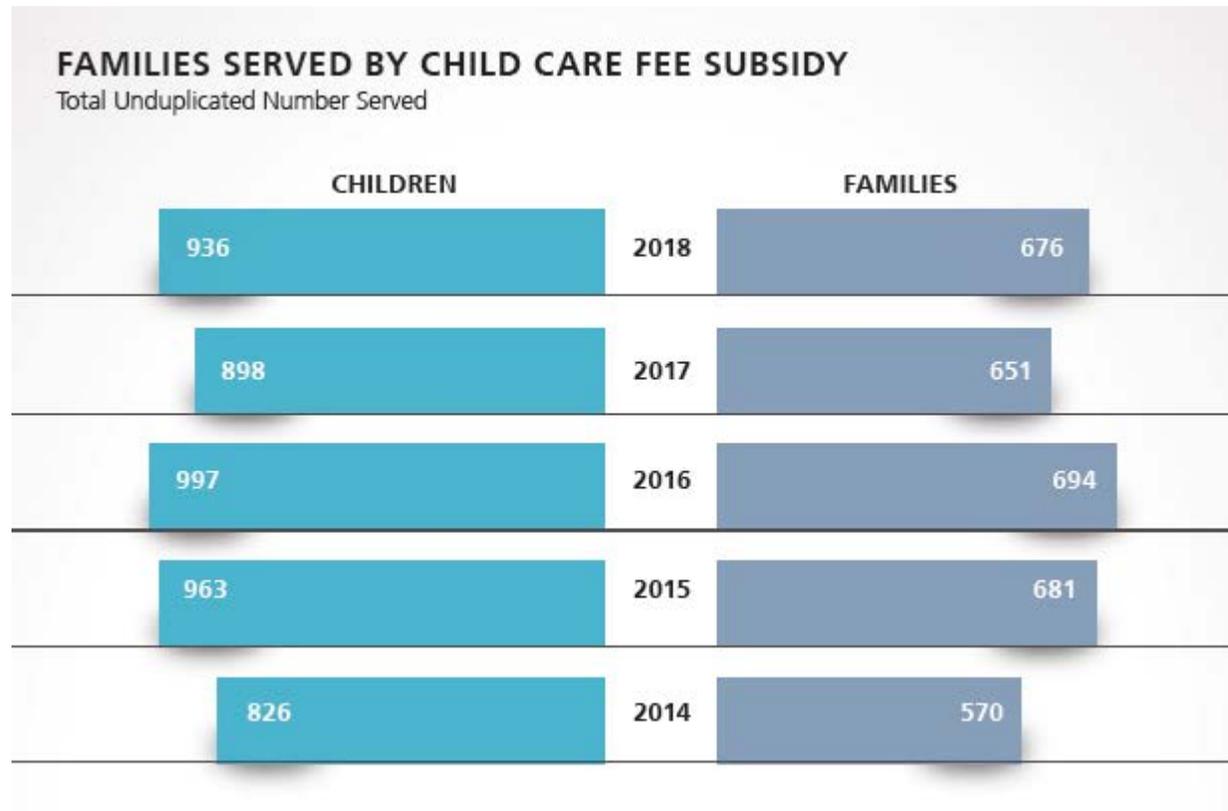


Licensed Centre-based Child Care Spaces by Age Group





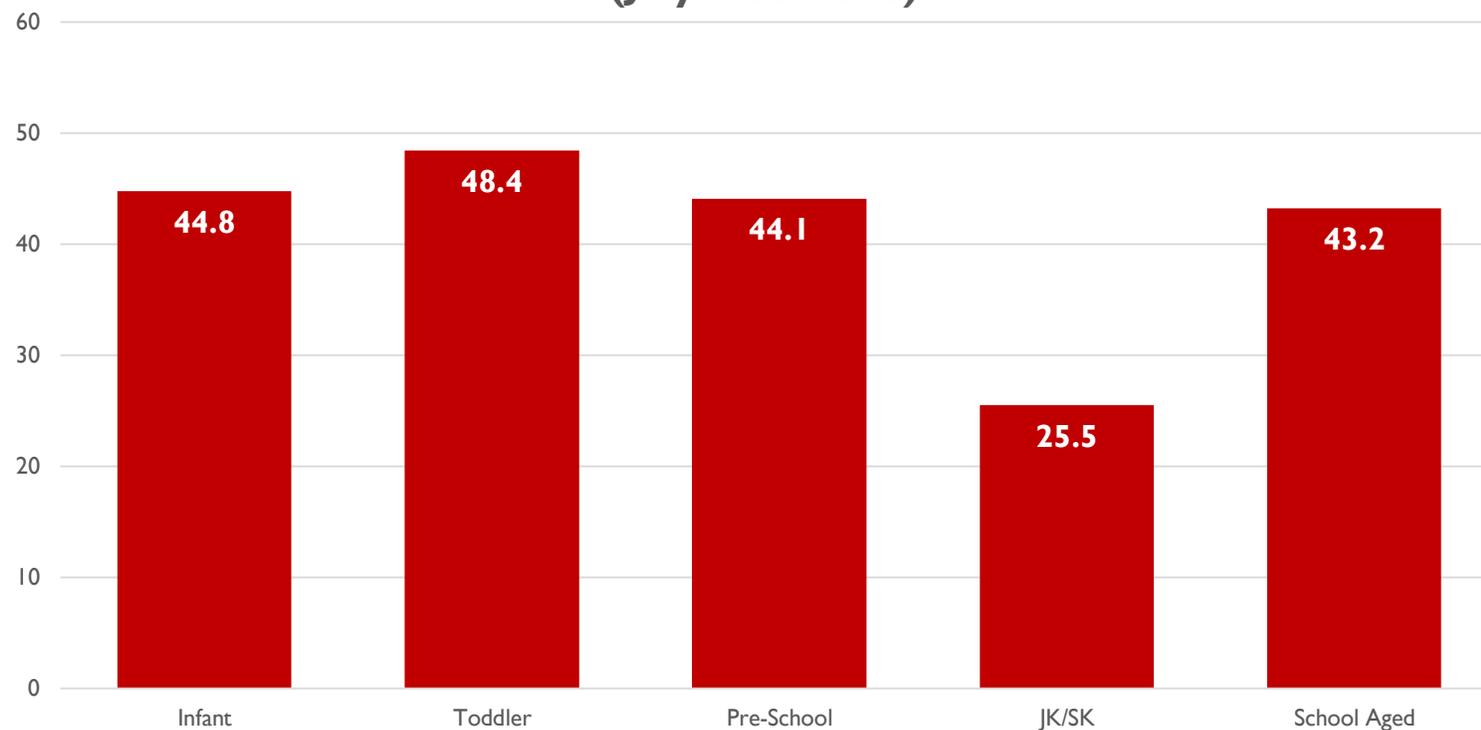
# Fee Subsidy





# Child Care Wait Lists

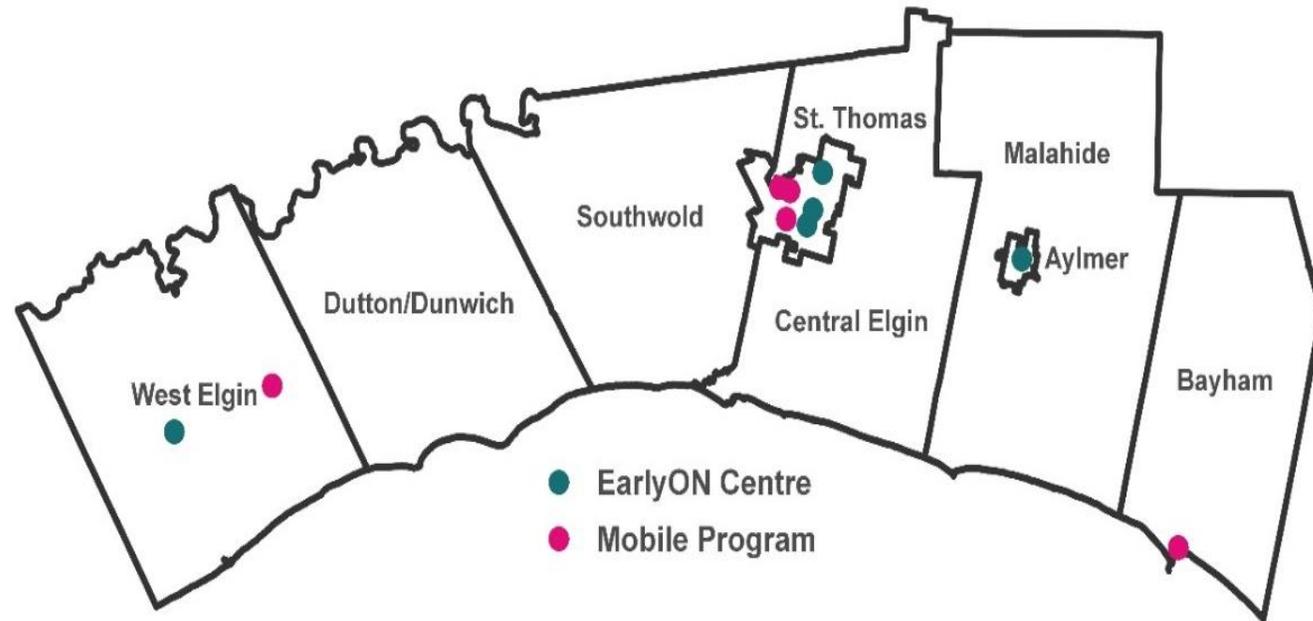
Average monthly number of children on wait list in current need of child care by age group (July-Dec. 2018)



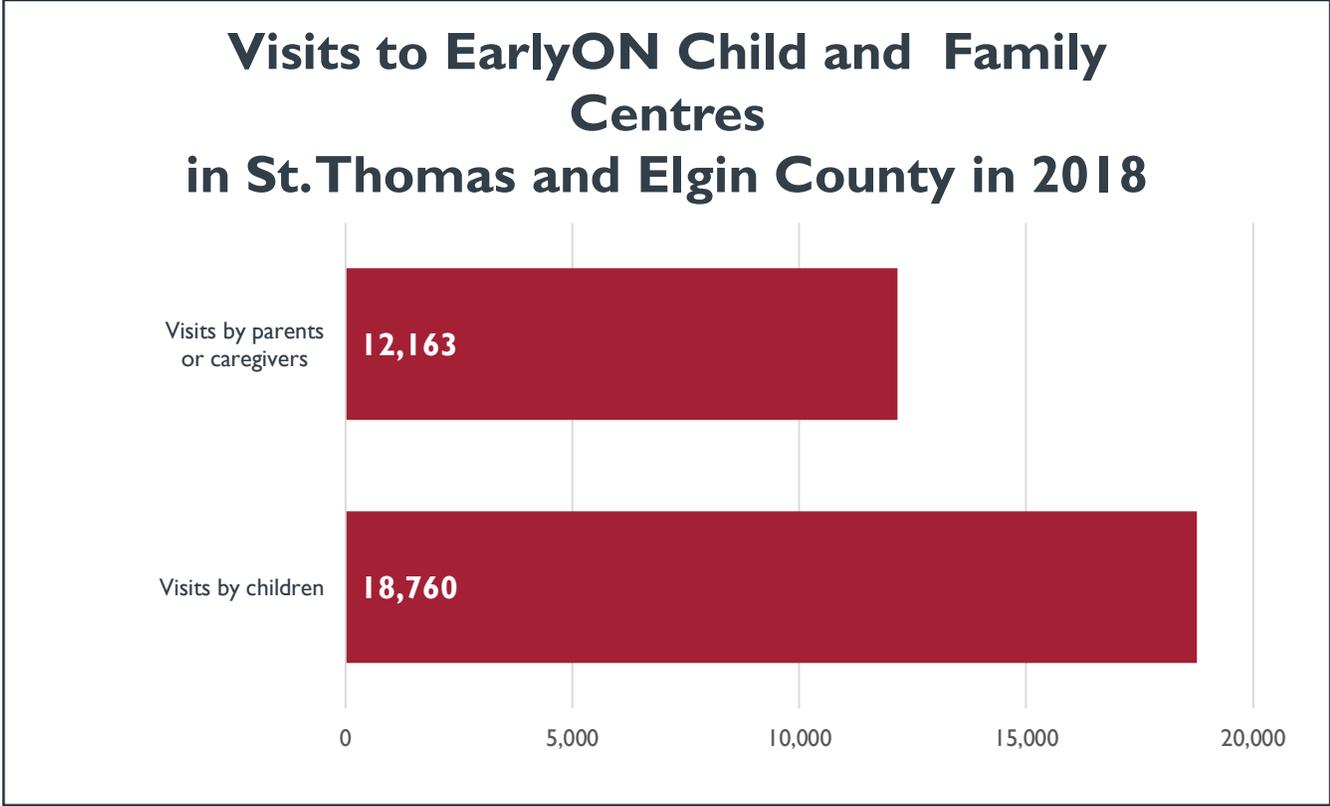
# EarlyON Community Living Elgin



Child and Family Centre



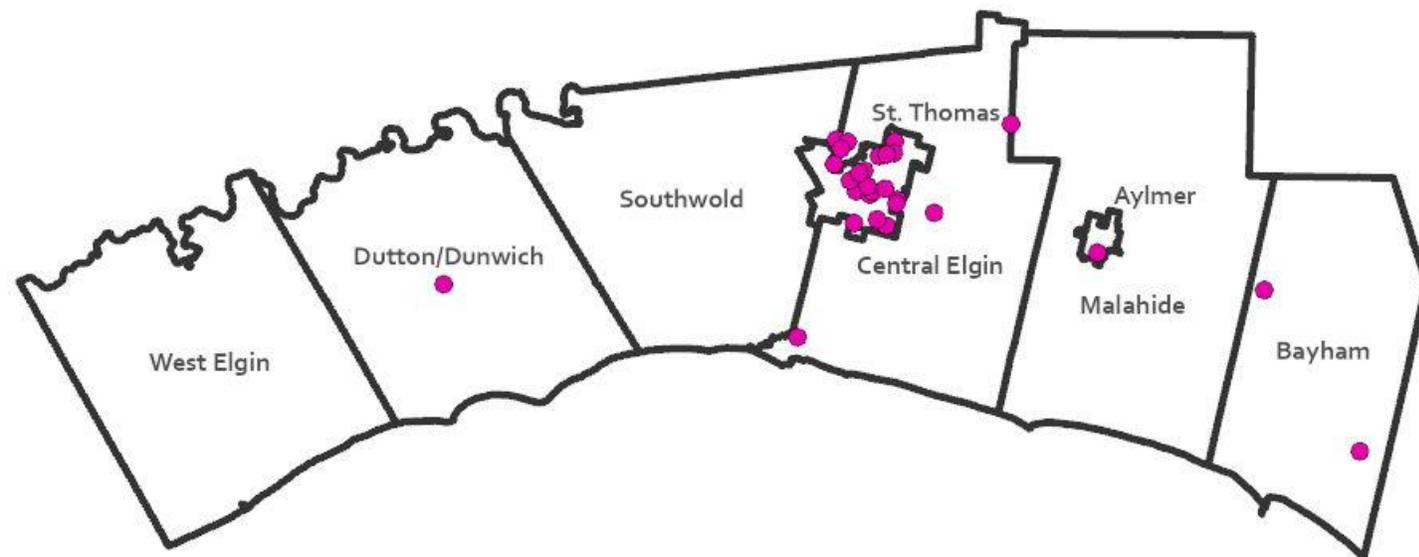
# EarlyON Visits





# Licensed Home Child Care

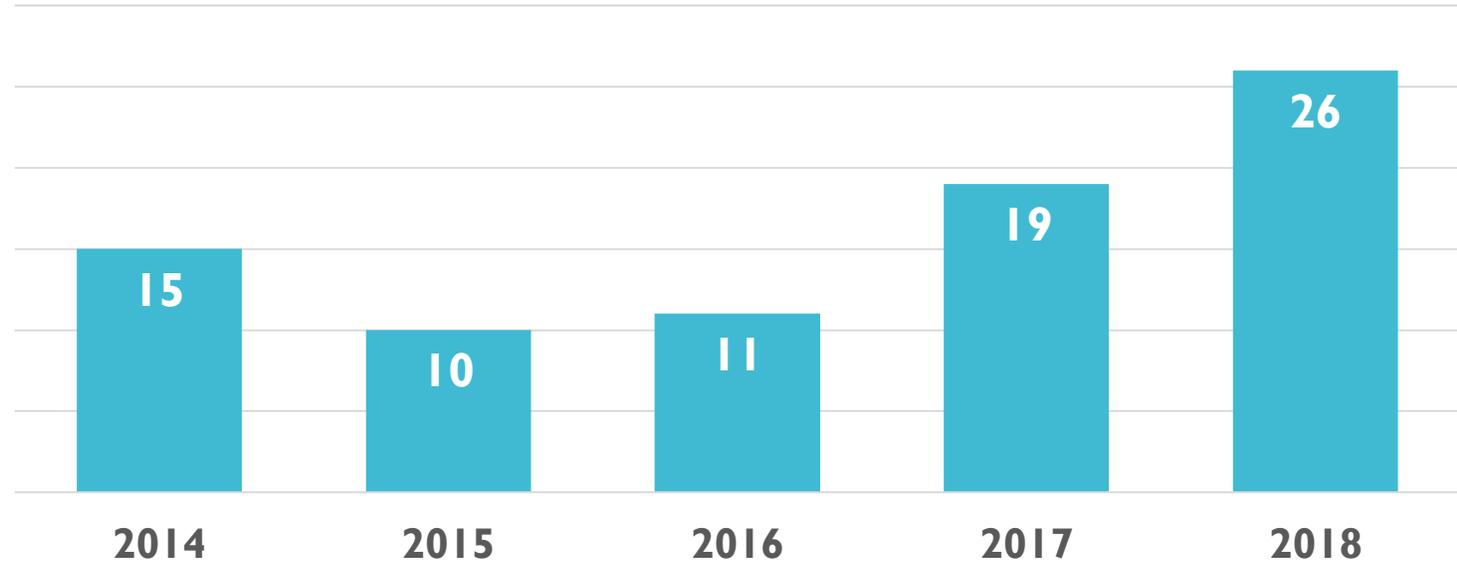
Licensed home care locations in St. Thomas and Elgin County  
May 29, 2019





# Licensed Home Child Care

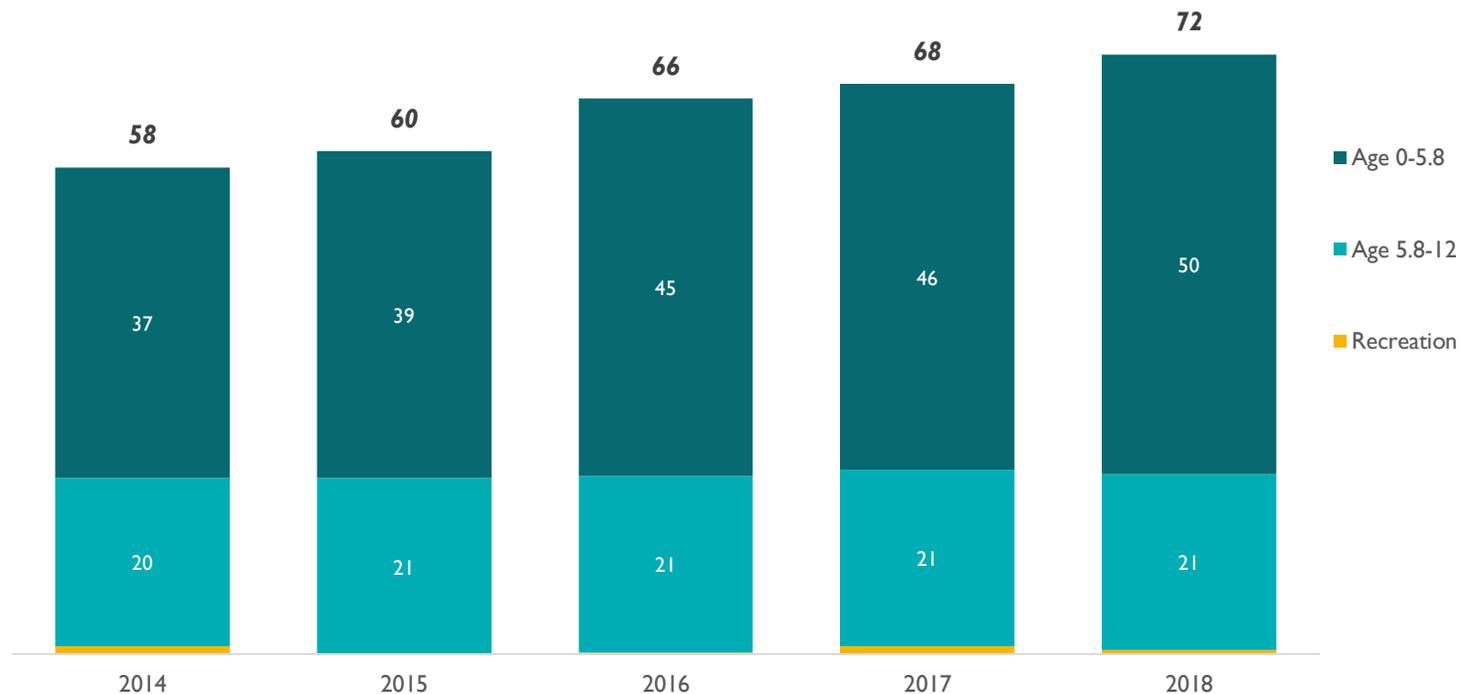
Number of licensed home care locations (2014-2018)





# Number of Children Served by SNR

Average number of children served monthly by special needs resourcing (2014-2018)





## Questions?

Should you wish to contact me directly:

Teresa Sulowski

519-631-9350 ext 7136

[tsulowski@stthomas.ca](mailto:tsulowski@stthomas.ca)

## **REPORTS OF COUNCIL AND STAFF**

**June 11, 2019**

### **Council Reports – (ATTACHED)**

Warden – Warden Activity Report – May 2019

### **Staff Reports – (ATTACHED)**

Tree Commissioner/Weed Inspector – Elgin County Woodlands Conservation By-law No-Net Loss Policy Procedure

Economic Development Coordinator – Rural Economic Development Funding 2019

Purchasing Coordinator – 911 Primary Public Safety Answering Position (PPSAP) Contract Extension (2020)

Director of Community & Cultural Services – Elgin County Archives Institutional Award

Director of Community & Cultural Services – Library Procedure and Code of Conduct for Use of On-line Resources Policy Approval

Director of Financial Services – Tax Ratio Update

Director of Financial Services – April 2019 Budget Performance

Director of Financial Services – Asset Management

Director of Financial Services – Construction Manager for Terrace Lodge Redevelopment – Contract Award

Director of Engineering Services – Bridge Weight By-law Amendment King George IV Lift Bridge

Director of Engineering Services – Chatham Street Road Settlement Stabilization

Director of Engineering Services – Port Bruce Bridge Replacement – Archaeological Assessment

Director of Engineering Services – Port Stanley Fire Hall Relocation

Director of Engineering Services – St. George St. Bridge Deck Replacement – Partnership with the City of St. Thomas

Chief Administrative Officer – Elgin Group Police Services Board Request for Services

Chief Administrative Officer – Community Safety and Well-Being Plan Update #1

Chief Administrative Officer – Terrace Lodge Redevelopment Fundraising Committee

Chief Administrative Officer – Contemplating Childcare – Terrace Lodge Redevelopment Project

FROM: Julie Gonyou, Chief Administrative Officer

DATE: June 1, 2019

SUBJECT: Warden Activity Report – May 2019

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**RECOMMENDATION:**

THAT the report “Warden Activity Report May 2019” from the Chief Administrative Officer, dated June 1, 2019 be received and filed.

**BACKGROUND:**

The following activity report is submitted on behalf of Warden McPhail and does not include attendance at regular Local Council meetings or County Council meetings.

**ACTIVITIES:**

May 2019

1. Staff Appreciation Tour with Chief Administrative Officer - Terrace Lodge Long Term Care Home – May 2, 2019
2. Fanshawe College Awards and Presentation of Personal Support Worker Scholarship – May 2, 2019
3. Warden/Chief Administrative Officer – Local Municipal Council presentation – Town of Aylmer – May 6, 2019
4. Warden/Chief Administrative Officer – Local Municipal Council presentation – Central Elgin – May 13, 2019
5. Local initiatives meeting with Mayor Preston, City of St. Thomas – May 14, 2019
6. Elgin Manor Auxiliary Presentation and Lunch – May 14, 2019
7. Joint School Board and Elgin County Council Meeting – May 15, 2019
8. Staff Appreciation Tour with Chief Administrative Officer – Elgin Manor – May 16, 2019
9. Elgin-St. Thomas Land Ambulance Service Awards (Medavie) – May 29, 2019
10. Crinan Women’s Institute 100<sup>th</sup> Anniversary Celebration – May 30, 2019
11. Tour of Provincial Offences Administration Building with Chief Herridge (City of St. Thomas Police Services) and Brad Fishleigh (Detachment Commander, Elgin - Ontario Provincial Police)



Elgin-St. Thomas Land Ambulance Service Awards (Medavie)

All of which is Respectfully Submitted

Julie Gonyou  
Chief Administrative Officer



## REPORT TO COUNTY COUNCIL

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FROM: Jeff Lawrence  
Tree Commissioner/Weed Inspector

DATE: June 3, 2019

SUBJECT: Elgin County Woodlands Conservation By-law  
No-Net-Loss Policy Procedure

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### **RECOMMENDATIONS:**

THAT Elgin County Council approve the contribution monies of the No-Net-Loss Policy be directed to the Elgin Clean Water Program to administer and track the No-Net-Loss Policy requirements; and

THAT the Tree Commissioner/Weed Inspector be directed to report on the results of the No-Net-Loss Policy to County Council annually or as requested; and

THAT the Tree Commissioner/Weed Inspector be directed to develop eligibility requirements with the Elgin Clean Water Program Coordinator in consultation with the Elgin County Chief Administrative Officer and Elgin Clean Water Program Review Committee; and

THAT prior to implementation of the No-Net-Loss Policy administration by Elgin Clean Water Program, eligibility requirements be reviewed and approved by Elgin County Council.

### **INTRODUCTION:**

Elgin County Woodlands Conservation By-law 05-03 contains a provision where landowners can apply for a Council Exemption for Woodlands Clearing. Any approvals or permissions granted to remove an area of trees is conditional upon adherence to the Elgin County No-Net-Loss Policy.

The No-Net-Loss Policy contained with the Elgin County Woodlands Conservation By-law states for every hectare of land cleared a hectare has to be replanted based on 1750 trees per hectare and replanted in the same municipality.

Historically, applicants that received permission to remove an area of trees were provided the following 2 (two) options to adhere to the No-Net-Loss policy:

- 1) Undertake all of the necessary steps to plant the required number of trees on the required acreage within the same municipality, by identifying a replant location, undertaking site preparation, securing the required stock and completing the planting on their own time and at their own expense; OR
- 2) Contribute \$3.00 per tree to a local tree planting agency or the local municipality to fund tree planting projects within the same municipality.

**DISCUSSION:**

Since 2012, the Elgin Clean Water Program (ECWP) has firmly established itself as a delivery agent that funds on the ground environmental improvement projects across Elgin County. Elgin Clean Water Program funding comes from a variety of sources including an annual contribution of \$40,000 from Elgin County. The program is delivered by the four Elgin Conservation Authorities and administered by staff at the Kettle Creek Conservation Authority. To date, 175 projects have been completed across Elgin County through \$482,122 in funding from ECWP and total project costs exceeding \$1,973,000.

Through the ECWP, Elgin County residents contact their local Conservation Authority (CA) to discuss eligible projects. CA staff work with the landowner to develop the project application and submit the project for review to the ECWP review committee. Projects are presented anonymously and approved/denied by the Review Committee. The Review Committee is made up of a representative from the County of Elgin, Elgin Federation of Agriculture, Ontario Soil and Crop Improvement Association and Ministry of Natural Resources.

Staff are proposing that any No-Net-Loss Policy contribution monies (Option #2 above) be directed to the Elgin Clean Water Program, rather than a local tree planting agency or local municipality.

The Elgin Clean Water Program provides an opportunity to more efficiently track No-Net-Loss Policy requirements of any woodlands clearing permits by providing a centralized location for tracking contribution monies and trees planted. In addition, through the ECWP review process, contribution monies will be utilized to establish trees on sites that have willing landowners, provide the most environmental benefit and have the technical guidance of qualified CA staff overseeing the planting to ensure optimal survival. The Elgin Clean Water Program also has a proven track record of leveraging its funding to secure additional funds which could help further achieve the intent and goals of the Elgin County Woodlands Conservation By-law.

Eligibility requirements for landowners wishing to access funds for tree planting would need to be developed with the ECWP Program Coordinator and vetted through the Elgin County CAO and ECWP Review Committee to ensure consistency with the intent and goals of the Elgin County Woodlands Conservation By-law.

All of which is Respectfully Submitted

Approved for Submission

Jeff Lawrence  
Tree Commissioner/Weed Inspector

Julie Gonyou  
Chief Administrative Officer



## REPORT TO COUNTY COUNCIL

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FROM: Kate Burns Gallagher, Economic Development Coordinator  
Alan Smith, General Manager of Economic Development

DATE: May 30, 2019

SUBJECT: Rural Economic Development Funding 2019

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### **RECOMMENDATIONS:**

THAT the Warden and Chief Administrative Officer be authorized to sign a contribution agreement with the Ontario Ministry of Agriculture, Food and Rural Affairs for Rural Economic Development Funding in the amount of \$12,500; and,

THAT the corresponding By-Law 19-22 be enacted; and,

THAT the Warden send a letter of appreciation to the Minister of Agriculture, Food and Rural Affairs.

### **INTRODUCTION:**

In September 2018, staff were given Council's approval to pursue further funding opportunities for a Work In Elgin plan through the Ontario Ministry of Agriculture Food and Rural Affairs' *Rural Economic Development (RED)* program.

In late April, staff were informed of the approval of the WorkInElgin application to the *Rural Economic Development (RED) program*, please see Appendix 1 for the agreement details.

### **DISCUSSION:**

WorkInElgin will address many issues and challenges in Elgin in regards to workforce. WorkInElgin will provide a much needed platform for local employers to post vacancies. Based on the 2017 Employer One Survey Results for Elgin, 68% of Elgin businesses hired in the last 12 months. Based on the 48% of respondents who had hard to fill positions their number one issue was not enough applicants. WorkInElgin will provide a platform for employers to post vacancies and connect directly with applicants.

The WorkInElgin.ca Website will be based on the very successful workinoxford.ca and the new workinmiddlesex.ca model. This site will allow businesses to post jobs and serve as a centralized location in Elgin for all job postings for employees.

WorkInElgin.ca will bring together key partners from the Elgin-St. Thomas Workforce Development Network that includes; Elgin Middlesex Oxford Workforce Planning Board, City of St. Thomas, Elgin Business Resource Centre, Elgin-St. Thomas Public Health, Elgin County Library, St. Thomas EDC, St. Thomas & District Chamber of Commerce, YWCA St. Thomas-Elgin, Fanshawe College, and Employment Services Elgin.

A sub-committee has been formed from the Network to spearhead the development of this project.

#### What is WorkInElgin.ca? It is a community tool for economic growth;

1. To create awareness of demand occupations and to support the economic vitality of Elgin County;
2. It will be designed to respond to the needs of employers who are experiencing skilled & labour shortages;
3. Provides job seekers with seamless access to training and employment opportunities and;
4. Attract skilled workers from outside Elgin County to meet the current and future workforce needs of Elgin businesses.

#### Website Development Key features

1. Employers can post job opportunities directly
2. Easy to use and mobile friendly
3. Flexible job filters to narrow down the listings
4. Integrated e-alerts & applicant accounts
5. Allowing applicants to save opportunities to their favourites

#### Website Development Tools & Services for Employers

1. Recruitment Support
2. Resources
3. Virtual Connections
4. Online Job Postings
5. Hiring Incentives
6. Access to grants

#### Website Marketing

1. Logo Development
2. Print Ads
3. Online Banner Ads
4. Pop Up Booth (design only)

#### Promotion

1. Purchase of Pop Up Booth
2. Purchase of Traditional Ad Space
3. Purchase of Social Media Advertising
4. Purchase of Promotional Post Cards/Flyer

#### **CONCLUSION:**

Elgin County Economic Development has been approved for \$12, 500 funding from the Rural Economic Development (RED) program administered by the Ontario Ministry of Agriculture, Food and Rural Affairs. Elgin County's contribution to the project will be \$12, 000 contained within the current 2019 operating budget. The remaining \$500 will

be from the Local Employment Planning Council. In addition to the \$500 towards the eligible project costs the Local Employment Planning Council has committed \$3, 000 towards the ineligible cost for the annual license fee.

All of which is Respectfully Submitted

Approved for Submission

Kate Burns Gallagher  
Economic Development Coordinator

Julie Gonyou  
Chief Administrative Officer

Alan Smith  
General Manager of Economic Development

# RURAL ECONOMIC DEVELOPMENT PROGRAM

## AGREEMENT BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO  
as represented by the Minister of Agriculture, Food and Rural Affairs

(the "Province")

- and -

THE CORPORATION OF THE COUNTY OF ELGIN

CRA # 122433808

(the "Recipient")

### I. BACKGROUND

The Recipient has applied to the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA) for funding under the Rural Economic Development (RED) program to assist the Recipient in carrying out the project.

The Recipient intends to carry out the Project under the Program.

The Province wishes to provide Funds to the Recipient for the Project.

### II. CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "Agreement") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province and the Recipient (the "Parties") agree as follows:

### III. ENTIRE AGREEMENT

This Agreement, including:

Schedule "A" – General Terms And Conditions,  
Schedule "B" – Operational Requirements And Additional Terms And Conditions,  
Schedule "C" – Project Description,  
Schedule "D" – Project Financial Information,  
Schedule "E" – Reporting, and  
any amending agreement entered into as provided below,

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersede all prior oral or written representations and agreements.

### IV. COUNTERPARTS

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

### V. AMENDING AGREEMENT

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

**VI. ACKNOWLEDGEMENT**

The Recipient:

- (a) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (b) agrees to be bound by the terms and conditions in the entire Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,**  
as represented by the Minister of Agriculture, Food and Rural Affairs

\_\_\_\_\_  
 Name: Randy Jackiw  
 Title: Assistant Deputy Minister

\_\_\_\_\_  
Date

I have the authority to bind the Crown pursuant to delegated authority.

**THE CORPORATION OF THE COUNTY OF ELGIN**

\_\_\_\_\_  
 Name: Julie Gonyou  
 Title: Chief Administrative Officer

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

\_\_\_\_\_  
 Name: Duncan McPhail  
 Title: Elgin County Warden

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

I/We have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

### ARTICLE 1 INTERPRETATION AND DEFINITIONS

**1.1 Interpretation.** For the purposes of interpreting the Agreement:

- (a) Words in the singular include the plural and vice versa;
- (b) Words in one gender include all genders;
- (c) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;
- (d) Any reference to dollars or currency will be in Canadian dollars and currency;
- (e) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;
- (f) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of the Agreement provides otherwise;
- (g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles; and
- (h) The words “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

**1.2 Definitions.** In the Agreement, the following terms will have the following meaning:

“**Additional Terms And Conditions**” means the terms and conditions referred to in section 8.1 of Schedule “A” of this Agreement and specified in section B.2 of Schedule “B” of this Agreement.

“**Arm’s Length**” has the same meaning as set out in the *Income Tax Act* (Canada) as it read on the Effective Date of this Agreement, and as treated or defined under Generally Accepted Accounting Principles.

“**Auditor General**” means the Auditor General of Ontario and/or the Auditor General of Canada, depending on the context.

“**BPSAA**” means the *Broader Public Sector Accountability Act, 2010*.

“**Budget**” means the budget attached as section D.3 of Schedule “D” of this Agreement.

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

“**Claim Submission Deadline**” means the date or dates set out under section D.4 of Schedule “D” of this Agreement.

“**Contract**” means an agreement between the Recipient and a third-party whereby the third-party agrees to provide a good or service for the Project in return for financial consideration that may be claimed by the Recipient as an Eligible Cost.

**“Cost-Share Funding Percentage”** means the percentage the Province will pay toward the Recipient’s Eligible Costs, as set out under section D.1.1 of Schedule “D” of this Agreement.

**“Incurred”** in relation to costs, means a cost that a Recipient has become liable for, regardless whether actual payment has occurred (i.e., the Recipient has received the goods or services).

**“Effective Date”** means the date on which this Agreement is effective, as set out under section B.1.1 of Schedule “B” of this Agreement.

**“Eligible Costs”** means those costs set out under section D.6 of Schedule “D” of this Agreement.

**“Event of Default”** has the meaning ascribed to it in section 14.1 of Schedule “A” of this Agreement.

**“Expiration Date”** means the date on which this Agreement will expire, as set out under section B.1.2 of Schedule “B” of this Agreement, unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

**“FAA”** means the *Financial Administration Act*.

**“Failure”** means a failure to comply with any term, condition, obligation under any other agreement that the Recipient has with Her Majesty the Queen in Right of Ontario or one of Her agencies.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*.

**“Funding Year”** means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first; and;
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

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

**“Guidelines”** means any written documents setting out the criteria governing the operation of the Program.

**“Holdback”** means the amount set out under section D.1.3 of Schedule “D” of this Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in Right of Ontario, Her Ministers, agents, appointees and employees.

**“Ineligible Costs”** means those costs set out under section D.7 of Schedule “D” of this Agreement.

**“Maximum Funds”** means the maximum amount of Funds the Province will provide to the Recipient under this Agreement, as set out under section D.1.2 of Schedule “D” of this Agreement.

**“MFIPPA”** means the *Municipal Freedom of Information and Protection of Privacy Act*.

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

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Province considers it reasonable to extend that time.

**“Party”** means either the Province or the Recipient, unless the context implies otherwise.

**“Program”** means the program created by the Province entitled Rural Economic Development Program under Order-in-Council 201/2011, as amended.

**“Project”** means the undertaking described in Schedule “C” of this Agreement.

**“Project Approval Date”** means the date set out in section B.1.3 of Schedule “B” of this Agreement.

**“Project Completion Date”** means the date that the Recipient must complete its Project under this Agreement, as set out in section B.1.4 of Schedule “B” of this Agreement.

**“PSSDA”** means the *Public Sector Salary Disclosure Act, 1996*.

**“Reports”** means the reports set out under Schedule “E” of this Agreement.

**“Requirements of Law”** means all applicable statutes, regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities that now or at any time hereafter may relate to the Recipient, the Project, the Funds and this Agreement. Without limiting the generality of the foregoing, if the Recipient is subject to the *BPSAA*, the *PSSDA* or any other type of broader public sector accountability legislative provisions, those broader public sector accountability legislative provisions are deemed to be a Requirement of Law.

**“Term”** means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the termination of this Agreement, whichever is shorter.

- 1.3 Conflict.** Subject to section 8.1 of Schedule “A” of this Agreement, in the event of a conflict between this Schedule “A” of the Agreement and any other Schedule of this Agreement, the terms and conditions set out under this Schedule “A” of the Agreement will prevail.

## ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS

**2.1 General.** The Recipient represents, warrants and covenants that:

- (a) It is, and will continue to be for the Term of this Agreement, an eligible applicant as described in the Guidelines with full power to fulfill its obligations under this Agreement;
- (b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;
- (c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that that indebtedness would undermine the Recipient’s ability to complete the Project by the Project Completion Date;
- (d) It is in compliance with all Requirements of Law and will remain in compliance with all Requirements of Law for the Term related to any aspect of the Project, the Funds or both for the term of this Agreement; and
- (e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time the Recipient provided it.

**2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) The full power and authority to enter into this Agreement; and
- (b) Taken all necessary actions to authorize the execution of this Agreement.

**2.3 Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing, for the term of this Agreement:

- (a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient’s organization;
- (b) Procedures to ensure the ongoing effective functioning of the Recipient;
- (c) Decision-making mechanisms for the Recipient;

- (d) Procedures to enable the Recipient to manage the Funds prudently and effectively;
- (e) Procedures to enable the Recipient to successfully complete the Project;
- (f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;
- (g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and
- (h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

**2.4 Supporting Documentation.** Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in this Article 2 of Schedule "A" of this Agreement.

**2.5 Additional Covenants.** The Recipient undertakes to advise the Province within five (5) Business Days of:

- (a) Any changes that affect its representations, warranties and covenants under sections 2.1, 2.2 or 2.3 of Schedule "A" of this Agreement during the Term of the Agreement; and
- (b) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement.

### ARTICLE 3 FUNDS AND CARRYING OUT THE PROJECT

**3.1 Funds Provided.** The Province will:

- (a) Provide Funds to the Recipient up to the Maximum Funds, based on the Cost-Share Funding Percentage, for the sole purpose of carrying out the Project;
- (b) Provide the Funds to the Recipient in accordance with section D.5 of Schedule "D" of this Agreement provided that the Recipient makes claims for payment of Funds in accordance with section D.5 of Schedule "D" of this Agreement;
- (c) Provide funding as long as the total combined amount of provincial and federal assistance for the Eligible Costs actually incurred and paid by the Recipient do not exceed ninety per cent (90%) of those costs; and
- (d) Deposit the Funds into an account designated by the Recipient, provided that account:
  - (i) Resides at a Canadian financial institution, and
  - (ii) Is in the name of the Recipient.

**3.2 Limitation On Payment Of Funds.** Despite section 3.1 of Schedule "A" of this Agreement:

- (a) The Province is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section 11.2 of Schedule "A" of this Agreement;
- (b) The Province is not obligated to provide any Funds until it is satisfied with the progress of the Project;
- (c) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in any Funding Year based upon the Province's assessment of the information provided by the Recipient pursuant to Article 6 of Schedule "A" of this Agreement;

- (d) If, pursuant to the *FAA*, the Province does not receive the necessary appropriation from the Ontario Legislature for payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) Reduce the amount of Funds and, in consultation with the Recipient, change the Project without liability, penalty or costs; or
  - (ii) Recover Funds already paid to the Recipient; or
  - (iii) Terminate the Agreement pursuant to section 13.1 of Schedule "A" of this Agreement;
- (e) The Province shall impose a Holdback on any payment of Funds and will not be obligated to pay that Holdback to the Recipient until after the Province approves the Recipient's Final Report pursuant to Article 6 of Schedule "A" of this Agreement; and
- (f) The Province is not obligated to pay interest on the Holdback as described in (e) or any other payments under this Agreement.

**3.3 Use Of Funds And Project.** The Recipient will:

- (a) Carry out the Project in accordance with the terms and conditions of this Agreement;
- (b) Complete the Project by the Project Completion Date;
- (c) Not use the Funds for Ineligible Costs;
- (d) Use the Funds only:
  - (i) for Eligible Costs that are necessary for the purposes of carrying out the Project; and
  - (ii) for those activities set out in section D.3.1 of Schedule "D" of this Agreement; and
- (e) Use the Funds only in accordance with the Budget.

**3.4 Province's Role Limited To Providing Funds.** For greater clarity, the Province's role under this Agreement is strictly limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project. Without limiting the generality of the foregoing, the fact that the Province may conduct reviews and/or audits of the Project as provided for in this Agreement or issues directions, approves changes to the Project or imposes conditions upon an approval in accordance with the terms and conditions of this Agreement will not be construed by the Recipient as the Province having a management, decision-making or advisory role in relation to the Project. The Recipient further agrees that the Recipient will not seek to include the Province as a decision-maker, advisor or manager of the Project through recourse to a third party, court, tribunal or arbitrator.

**3.5 No Changes.** The Recipient will not make any changes to the Project, including to the Budget or timelines, without the prior written consent of the Province.

**3.6 Interest Bearing Account.** If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution. The Recipient will hold the Funds in trust for the Province until the Recipient needs the Funds for the Project.

**3.7 Recipient Earning Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) Deduct an amount equal to the interest from any further installment of the Funds; or
- (b) Demand from the Recipient the repayment of an amount equal to the interest.

**3.8 No Provincial Payment Of Interest.** The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

**3.9 Maximum Funds.** The Recipient acknowledges and agrees that the Funds available to it pursuant to this Agreement will not exceed the Maximum Funds.

**3.10 Rebates, Credits And Refunds.** The Recipient acknowledges and agrees that the amount of Funds available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs, including taxes, for which the Recipient has received, will receive or is eligible to receive, a rebate, credit or refund.

**3.11 Funding, Not Procurement.** For greater clarity, the Recipient acknowledges and agrees that:

- (a) It is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- (b) The funding the Province is providing under this Agreement is funding for the purposes of the PSSDA.

#### **ARTICLE 4**

#### **RECIPIENT'S ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

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

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

**4.2 Contracts.** The Recipient will ensure that all Contracts:

- (a) Are consistent with this Agreement;
- (b) Do not conflict with this Agreement;
- (c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
- (d) Require that any parties to those Contracts comply with all Requirements of Law; and
- (e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article 6 of Schedule "A" of this Agreement.

**4.3 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount set out in section B.1.5 of Schedule "B" of this Agreement at the time of purchase within the date set out in section B.1.6 of Schedule "B" of this Agreement.

## ARTICLE 5 CONFLICT OF INTEREST

- 5.1 *No Conflict Of Interest.*** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 5.2 *Conflict Of Interest Includes.*** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) The Recipient; or
  - (b) Any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.
- 5.3 *Disclosure To The Province:*** The Recipient will:
- (a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
  - (b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

## ARTICLE 6 REPORTING, ACCOUNTING AND REVIEW

- 6.1 *Preparation And Submission.*** The Recipient will:
- (a) Submit to the Province at the address referred to in section B.1.7 of Schedule "B" of this Agreement all Reports in accordance with the timelines and content requirements set out in Schedule "E" of this Agreement, or in a form as specified by the Province from time to time;
  - (b) Submit to the Province at the address provided in section B.1.7 of Schedule "B", of this Agreement or in a manner specified by the Province, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
  - (c) Ensure that all Reports are completed to the satisfaction of the Province; and
  - (d) Ensure that all Reports are signed on behalf of the Recipient by an authorized signing officer and that the accompanying confirmation has been completed.
- 6.2 *Records Maintenance.*** The Recipient will keep and maintain:
- (a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with generally acceptable accounting principles; and
  - (b) All non-financial documents and records relating to the Funds or otherwise to the Project.
- 6.3 *Inspection.*** The Province, its authorized representatives or an independent auditor identified by the Province may, at their own expense, upon twenty-four (24) hours' Notice to the Recipient during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
- (a) Inspect and copy the records and documents referred to in section 6.2 of Schedule "A" of this Agreement;
  - (b) Remove any copies made pursuant to section 6.3(a) of Schedule "A" of this Agreement from the Recipient's premises; and

- (c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

**6.4 Disclosure.** To assist in respect of the rights set out under section 6.3 of Schedule “A” of this Agreement, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

**6.5 No Control Of Records.** No provision of this Agreement will be construed so as to give the Province any control whatsoever over the Recipient’s records.

**6.6 Auditor General.** For greater certainty, the Province’s rights to audit under this Article 6 of the Agreement are in addition to any rights provided to the Auditor General.

## ARTICLE 7 COMMUNICATIONS

**7.1 Acknowledgement And Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in the form and manner set out under section B.1.8 of Schedule “B” of this Agreement.

**7.2 Approvals Prior To Publication.** The Recipient will submit all Project-related publications – whether written, oral or visual – to the Province for the approval of the Province prior to publication. The Recipient will indicate, in all of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**7.3 Publication By The Province.** The Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise. Without limiting the generality of the foregoing, the types of information the Province may publicize includes:

- (a) The Recipient’s name;
- (b) A description of the Recipient’s Project;
- (c) The amount of Funds the Recipient was approved to receive under this Agreement; and
- (d) The amount of Funds the Recipient actually received under this Agreement.

**7.4 News Releases.** The Recipient will ensure that all news releases related to the Project and created by the Recipient:

- (a) Are approved beforehand by the Province and
- (b) Include quotes from the Province, unless the Province declines to participate.

**7.5 News Conferences.** The Recipient will notify the Province in a timely manner of any planned news conferences organized by the Recipient to facilitate the attendance of the Province. The date for the news conference and other logistical considerations will be negotiated between the Province and the Recipient.

## ARTICLE 8 ADDITIONAL TERMS AND CONDITIONS

**8.1 Additional Terms And Conditions.** The Recipient will comply with any Additional Terms and Conditions set out under section B.2 of Schedule “B” of this Agreement. In the event of a conflict or inconsistency between any of the requirements of the Additional Terms and Conditions and any requirements of this Schedule “A” of the Agreement, the Additional Terms and Conditions will prevail.

## ARTICLE 9 DISCLOSURE OF INFORMATION PROVIDED BY RECIPIENT

**9.1 FIPPA.** The Recipient acknowledges that the Province is bound by the *FIPPA* and undertakes to perform its obligations under this Agreement in a manner that ensures that the Province is not in breach of its obligations under *FIPPA*.

**9.2 Disclosure Of Information.** Any information provided to the Province in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with *FIPPA* and any other Requirements of Law.

## ARTICLE 10 INDEMNITY

**10.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or wilful misconduct of the Province.

**10.2 Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**10.3 Province’s Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

**10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province, as the case may be, will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**10.5 Recipient’s Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province, as the case may be, to the fullest extent possible in the proceedings and any related settlement negotiations.

## ARTICLE 11 INSURANCE

**11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence. The policy will include the following:

- (a) The Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement;
- (b) A cross-liability clause;
- (c) Contractual liability coverage; and
- (d) A thirty (30) day written notice of cancellation provision.

**11.2 Proof Of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as the Province may request within the time limit set out in that request, that confirms the insurance coverage as required under section 11.1 of Schedule "A" of this Agreement. Upon the request of the Province, the Recipient will make available to the Province a copy of each insurance policy.

## ARTICLE 12 TERMINATION ON NOTICE

**12.1 Termination On Notice.** The Province may terminate the Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipient.

**12.2 Consequences Of Termination On Notice By The Province.** If the Province terminates this Agreement pursuant to section 12.1 of Schedule "A" of this Agreement, the Province may take one or more of the following actions:

- (a) Direct that the Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
- (b) Cancel any further payments of the Funds;
- (c) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (d) Determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) Permit the Recipient to offset such costs against the amount owing pursuant to section 12.2(b) of Schedule "A" of this Agreement; and
  - (ii) Subject to section 3.9 of Schedule "A" of this Agreement, provide Funds to the Recipient to cover such costs.

## ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

**13.1 Termination Where No Appropriation.** If, as provided for in sections 3.2(d) of Schedule “A” of this Agreement, the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipient.

**13.2 Consequences Of Termination Where No Appropriation.** If the Province terminates this Agreement pursuant to section 13.1 of Schedule “A” of this Agreement, the Province may take one or more of the following actions:

- (a) Cancel any further payments of the Funds;
- (b) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) Determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b) of Schedule “A” of this Agreement.

**13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section 13.2(c) of Schedule “A” of this Agreement exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

## ARTICLE 14 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**14.1 Events Of Default.** Each of the following events will constitute an Event of Default:

- (a) In the opinion of the Province, the Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  - (i) Carry out the Project;
  - (ii) Use or spend the Funds;
  - (iii) Provide, in accordance with section 6.1 of Schedule “A”, Reports or any such other reports as may have been requested pursuant to section 6.1(b) of Schedule “A”, under this Agreement; or
  - (iv) The Recipient fails to follow any directions that the Province provides under this Agreement.
- (b) The Recipient’s operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the Program under which the Province provides the Funds;
- (c) The Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application or an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) The Recipient ceases to operate.

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

- (a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) Provide the Recipient with an opportunity to remedy the Event of Default;
- (c) Suspend the payment of Funds for such a period as the Province determines appropriate;

- (d) Reduce the amount of Funds by an amount the Province determines is appropriate, acting reasonably;
- (e) Cancel any further payments of the Funds;
- (f) Demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) Demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the terms and conditions of this Agreement;
- (h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed; and
- (i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**14.3 Opportunity To Remedy.** If, in accordance with section 14.2(b) of Schedule “A” of this Agreement, the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

**14.4 Recipient Not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b) of Schedule “A” of this Agreement, and;

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2(a), (c), (d), (e), (f), (g), (h) and (i) of Schedule “A” of this Agreement.

**14.5 When Termination Effective.** Termination under this Article 14 of Schedule “A” of this Agreement will take effect as set out in the Notice.

## ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

**15.1 Funds At The End Of A Funding Year.** Without limiting any rights of the Province under Article 14 of Schedule “A” of this Agreement, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) Demand the return of the unspent Funds; and
- (b) Adjust the amount of any further payments of Funds accordingly.

## ARTICLE 16 FUNDS UPON EXPIRY

**16.1 Funds Upon Expiry.** The Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

## ARTICLE 17 REPAYMENT

**17.1 Repayment Of Overpayment.** If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which the Recipient is eligible to receive under this Agreement, the Province may:

- (a) Deduct an amount equal to the excess Funds from any further payments of the Funds; or
- (b) Demand that the Recipient pay an amount equal to the excess Funds to the Province.

**17.2 Debt Due.** If, pursuant to this Agreement:

- (a) The Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) The Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province, such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise. For greater clarity, in the event that the Recipient makes an assignment, proposal, compromise or arrangement for the benefit of creditors or a creditor makes an application for an order adjudging the Recipient bankrupt or applies for the appointment of a receiver, this section 17.2 of Schedule "A" of this Agreement will not affect any Funds that the Recipient is holding in trust for the Province under section 3.6 of Schedule "A" of this Agreement.

**17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**17.4 Payment Of Money To Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1 of Schedule "A" of this Agreement.

**17.5 Repayment.** Without limiting the application of section 43 of the *FAA*, if the Recipient fails to repay any amount owing under this Agreement, Her Majesty the Queen in Right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in Right of Ontario.

**17.6 Funds Are Part Of A Social Or Economic Program.** The Recipient acknowledges and agrees that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

## ARTICLE 18 NOTICE

**18.1 Notice In Writing And Addressed.** Notice will be in writing and will be delivered by email, postage-paid mail, personal delivery or fax and will be addressed to the Province and the Recipient respectively as set out in section B.1.9 of Schedule "B" of this Agreement or as either Party later designates to the other by Notice.

**18.2 Notice Given.** Notice will be deemed to have been given:

- (a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or
- (b) In the case of email, personal delivery or fax, one (1) Business Day after the Notice is delivered.

**18.3 Postal Disruption.** Despite section 18.2(a) of Schedule “A” of this Agreement, in the event of a postal disruption,

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) The Party giving Notice will provide Notice by email, personal delivery or fax.

## **ARTICLE 19 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**19.1 Consent.** When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing that consent indicates in the consent that that person has the specific authority to provide that consent. The Province may also impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **ARTICLE 20 SEVERABILITY OF PROVISIONS**

**20.1 Invalidity Or Unenforceability Of Any Provision.** The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

## **ARTICLE 21 WAIVER**

**21.1 Waivers In Writing.** If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18 of Schedule “A” of this Agreement. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that he or she has the specific authority to provide such a waiver.

## **ARTICLE 22 INDEPENDENT PARTIES**

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

## **ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

**23.2 Agreement Binding.** All rights and obligations contained in this Agreement will extend to and be binding on the Parties’ respective heirs, executors, administrators, successors and permitted assigns.

**ARTICLE 24  
GOVERNING LAW**

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

**ARTICLE 25  
FURTHER ASSURANCES**

**25.1 *Agreement Into Effect.*** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

**ARTICLE 26  
JOINT AND SEVERAL LIABILITY**

**26.1 *Joint And Several Liability.*** Where the Recipient comprises more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

**ARTICLE 27  
RIGHTS AND REMEDIES CUMULATIVE**

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

**ARTICLE 28  
ACKNOWLEDGMENT OF OTHER LEGISLATION AND DIRECTIVES**

**28.1 *Recipient Acknowledges.*** The Recipient acknowledges that:

- (a) By receiving Funds it may become subject to legislation applicable to organizations that received funding from the Government of Ontario, including the *BPSAA*, the *PSSDA* and the *Auditor General Act*,
- (b) Her Majesty the Queen in Right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant to the *BPSAA*; and
- (c) It will comply with any such legislation, including directives issued thereunder, to the extent applicable.

**ARTICLE 29  
JOINT AUTHORSHIP**

**29.1 Joint Authorship Of Agreement.** The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by the other Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

### **ARTICLE 30 FAILURE TO COMPLY WITH OTHER AGREEMENT**

**30.1 Other Agreements.** If the Recipient:

- (a) Has committed a Failure;
- (b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

### **ARTICLE 31 SURVIVAL**

**31.1 Survival.** The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Articles 1 and any other applicable definitions, 9, 10, 17, 18, 20, 21, 24, 25, 27 and 29 as well as sections 3.2(d), 3.2(e), 3.4, 3.9, 3.10, 3.11, 6.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 6.2, 6.3, 6.4, 6.5, 6.6, 12.2, 13.2, 14.1, 14.2, 14.4 of Schedule "A" of this Agreement and any cross-referenced Schedules therein as well as any other provision in this Agreement that specifically sets out it will survive the expiration or early termination of this Agreement. Despite the above, section 4.3 of Schedule "A" shall survive for a period of two (2) years from the date of expiry or termination of this Agreement.

### **ARTICLE 32 BPSAA**

**32.1 BPSAA.** For the purposes of clarity, if the Recipient is subject to the *BPSAA* and there is a conflict between any of the requirements of this Agreement and the requirements of the *BPSAA*, the *BPSAA* will prevail.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "B" FOLLOWS]**

## SCHEDULE “B” OPERATIONAL REQUIREMENTS AND ADDITIONAL TERMS AND CONDITIONS

### B.1 OPERATIONAL REQUIREMENTS

**B.1.1 Effective Date.** The Effective Date of this Agreement is: **April 9, 2019**

**B.1.2 Expiration Date.** The Expiration Date of this Agreement is: **March 31, 2021**

**B.1.3 Project Approval Date.** The Project Approval Date is the same as the Effective Date.

**B.1.4 Project Completion Date.** The Project Completion Date is: **March 31, 2020**

**B.1.5 Disposal Of Assets.** The amount for the purposes of section 4.3 of Schedule “A” of this Agreement is fifty thousand dollars (\$50,000.00) unless Ontario’s contribution is less than twenty five thousand dollars (\$25,000.00) in which case section 4.3 of Schedule “A” of this Agreement does not apply.

**B.1.6 Asset Retention Time Period.** For the purposes of section 4.3 of Schedule “A” of this Agreement the Recipient will retain the asset(s) for two (2) years from the date that the Project is completed.

**B.1.7 Submission Of Publications For Approval And Reports.** All Reports and Project-related publications under this Agreement will be submitted to:

**Name:** Ontario Ministry of Agriculture, Food and Rural Affairs

**Address:** Rural Programs Branch  
4th Floor NW, 1 Stone Road West  
Guelph, Ontario N1G 4Y2

**Attention:** Leah Landriault-Relf, Program Coordinator

**Fax:** 519-826-3398

**Email:** RED@ontario.ca

or any other person identified by the Province in writing.

**B.1.8 Recognition Of Provincial Support:** The Recipient will acknowledge the Province’s support for the Project in the following manner:

The Recipient will include on all Project-related publications – whether written, oral or visual – graphic identifiers of the Program or a tag line that is acceptable to the Province. All Project-related publications, including the manner in which Program support is recognized on such publications, are subject to approval by the Province under section 7.2 of Schedule “A” of this Agreement.

**B.1.9 Providing Notice.** All Notices under this Agreement will be provided to:

	The Province:	The Recipient:
<b>Name:</b>	Ontario Ministry of Agriculture, Food and Rural Affairs	The Corporation of the County of Elgin
<b>Address:</b>	4th Floor NW, 1 Stone Road West Guelph, Ontario N1G 4Y2	450 Sunset Drive St. Thomas, Ontario N5R 5V1
<b>Attention:</b>	Carolyn Hamilton, Director	Alan Smith, General Manager of Economic Development
<b>Email:</b>	RED@ontario.ca	asmith@elgin.ca

or any other person identified by the Parties in writing through a Notice.

**B.2 ADDITIONAL TERMS AND CONDITIONS****B.2.1 *Notice Of Recipient's Insolvency.*** The Recipient will:

- (a) Provide the Province with Notice at least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors and will not incur any additional costs for the Project under this Agreement without the Province's prior written consent from the date the Notice is sent to the Province; and
- (b) Provide the Province with Notice within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver, and will not incur any additional costs under this Agreement without the prior approval of the Province from the date that the Recipient received notice of the creditor's action.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "C" FOLLOWS]**

**SCHEDULE "C"  
PROJECT DESCRIPTION**

**C.1 PROJECT NAME**

WorkInElgin.ca Website

**C.2 PROJECT OBJECTIVE**

The Recipient will receive up to \$12,500.00 to develop and market a "WorkInElgin.ca" website.

**C.3 ACTIVITIES**

The Recipient will	<ol style="list-style-type: none"> <li>1. Hire a third party to develop a commercial website.</li> <li>2. Hire a marketing firm to complete marketing and promotion of the website.</li> </ol>
--------------------	--

All activities identified above will be completed by the Project Completion Date identified under section B.1.4 of Schedule "B" of this Agreement.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "D" FOLLOWS]**

## SCHEDULE "D"

### PROJECT FINANCIAL INFORMATION

#### D.1 FUNDING INFORMATION

**D.1.1 Cost-Share Funding Percentage.** The Cost-Share Funding Percentage is fifty per cent (50.00%) of incurred paid Eligible Costs up to the Maximum Funds.

The percentage noted above is rounded to a whole number. Note that for payment purposes the percentage is calculated to 10 decimal places and is based on the Maximum Funds against the Project's Total Eligible Costs.

**D.1.2 "Maximum Funds".** The Maximum Funds the Recipient is eligible to receive from the Province under this Agreement is \$12,500.00

**D.1.3 Holdback.** The Holdback will be up to ten per cent (10%) of Maximum Funds from the final payment of Funds made under this Agreement.

#### D.2 INCURRING ELIGIBLE COSTS

**D.2.1 Incurring Eligible Costs.** The Recipient will incur Eligible Costs in accordance with the following chart and no later than by the Project Completion Date.

TOTAL ELIGIBLE COSTS TO BE INCURRED BY QUARTER WITHIN FUNDING YEAR					
FUNDING YEAR	QUARTER 1 (APR. – JUN.)	QUARTER 2 (JUL. – SEP.)	QUARTER 3 (OCT. – DEC.)	QUARTER 4 (JAN. – MAR.)	TOTAL
2019-20	\$5,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$25,000.00
<b>TOTAL ELIGIBLE COSTS UP TO</b>					<b>\$25,000.00</b>

#### D.3 BUDGET

**D.3.1 The Budget.** The Budget for the Project is set out in the following chart:

#	ELIGIBLE COST ITEM
1.	Website promotion (e.g., pop-up banner, classifieds, postcards, Facebook posts)
2.	Website marketing
3.	Website development
<b>TOTAL ELIGIBLE COSTS UP TO</b>	
<b>\$25,000.00</b>	

**D.3.2 Project Financing For Eligible Costs.** The Financing for the Project is set out in the following chart:

PROJECT FINANCING	\$ AMOUNT
Elgin Middlesex Oxford Workforce Planning and Development Board	\$500.00
RED Funding	\$12,500.00
County of Elgin	\$12,000.00
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$25,000.00</b>

#### D.4 CLAIM SUBMISSION DEADLINES

**D.4.1 Claim Submission Deadlines.** The Recipient will submit claims to the Province in accordance with whatever is the shorter time period:

- (a) Claims or reports as set out in E.1 will be submitted after the end of each fiscal quarter according to the following schedule:
- (i) Q1 (April 1 to June 30) - by August 31;
  - (ii) Q2 (July 1 to September 30) - by November 30;
  - (iii) Q3 (October 1 to December 31) - by February 28; or
  - (iv) Q4 (January 1 to March 31) - by May 31.
- (b) The Final Claim will be submitted within three (3) months after the Project Completion Date as specified in Schedule "B" (B.1.4).

Despite the foregoing, the Province is not required to accept or pay on any claims that have been submitted after the Recipient has submitted their Final Report and the Project has been closed. Only Eligible Costs that are incurred and paid will be reimbursed at the percent cost-share as per section D.1.1 of Schedule "D" of this Agreement.

## D.5 PAYMENT OF FUNDS

**D.5.1 *Payment Of Funds.*** Subject to the terms and conditions of this Agreement, the Recipient will incur Eligible Costs in accordance with the following chart (Column B) and the Province will pay Funds to the Recipient in accordance with the following chart (Column C):

FUNDING YEAR (A)	ELIGIBLE COSTS BY FUNDING YEAR (B)	MAXIMUM FUNDS BY FUNDING YEAR (C)
2019-20	\$25,000.00	\$12,500.00
<b>TOTAL</b>	<b>\$25,000.00</b>	<b>\$12,500.00</b>

## D.6 ELIGIBLE COSTS

**D.6.1 *Eligible Costs.*** Eligible Costs are those costs that are, in the Province's sole and absolute discretion, necessary for the successful completion of the Project, properly and reasonably incurred, paid or reimbursed by the Recipient; and consistent with an Eligible Cost category as set out below in this section D.6.1 of Schedule "D" of the Agreement.

For greater clarity, Eligible Costs are those that are set out immediately below in this Section D.6.1 of Schedule "D" of this Agreement where those costs have been incurred and paid by the Recipient.

Eligible costs must be incurred by the Recipient on or after the Effective Date set out in section B.1.1 of Schedule "B" and by the Project Completion Date set out in section B.1.4 of Schedule "B", which is identified in this Agreement.

Recipients must follow a process that is transparent and fair, that promotes the best value for the money expended and is at competitive prices that are no greater than the fair market value when purchasing goods or services, including consultants and contractors, for the Project. All businesses from which goods or services are purchased must be at arm's length to the Recipient in order for the costs to be considered eligible.

Eligible costs include:

- (a) Project management, including:
- (i) Consultant's fees;
  - (ii) Project-related professional fees (e.g., legal, architectural and accounting fees) ; and
  - (iii) Project evaluation.
- (b) Minor capital, including:

- (i) Subcontractor's fees;
  - (ii) Equipment (e.g., plumbing, electrical) and structural modifications to accommodate the installation of equipment within an existing building; and
  - (iii) Renovations and retrofits to existing structures (e.g., materials or supplies and labour to renovate an existing space).
- (c) Training;
  - (d) Marketing or promotion-related costs;
  - (e) Travel costs in Canada and the continental United States associated with a specific public-facing event or series of events, public-facing hospitality costs directly related to the project, subject to provincial directives (including but not limited to the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive);
  - (f) Studies;
  - (g) Administrative costs directly related to project implementation (e.g., third-party expenses for printing or other administration); and
  - (h) Wages for new hires to work 100 per cent on project-related activities.

Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of the Project, provided those costs have been approved by the Province in writing prior to being incurred.

## D.7 INELIGIBLE COSTS

**D.7.1 *Ineligible Costs.*** The following costs are Ineligible Costs and therefore ineligible for funding under this Agreement. Those costs include, but are not limited to:

- (a) Costs incurred prior to the Project Approval Date or after the Project Completion Date;
- (b) Any cost not specifically required for the execution of a project;
- (c) Normal operating costs associated with carrying out a business such as salaries and benefits for non-contract staff (i.e., full-time and part-time staff), office space, equipment and machinery, utilities, phone, materials, labour, board, committee and annual meetings;
- (d) Deposits (prepayments), on their own, are not eligible for reimbursement as they are not an expense in the recipient's financial records as the goods/services have yet to be fully received;
- (e) Direct wage subsidies for existing staff or any other staff who are not 100 per cent dedicated to the activities required to complete the project;
- (f) Costs to maintain compliance with current Requirements of Law that pertain to the current operations of the recipient;
- (g) Any travel, meal or hospitality costs beyond those provided for in the current Ontario Public Sector Travel, Meal and Hospitality Expenses Directive;
- (h) Any in-kind contribution, which are those goods and services that are contributed to a project by the Recipient, Co-recipient(s) or other sources that would otherwise have to be purchased or contracted in order to complete the Project;
- (i) Financing charges, loan interest payments, bank fees and charges, as well as debt restructuring or fundraising;
- (j) Major capital costs, including:
  - (i) New construction of buildings, structures (moveable and non-moveable) and other major infrastructure;
  - (ii) Additions to buildings, teardowns or rebuilds;
  - (iii) Purchase or lease of land, buildings and facilities;

- (iv) Power lines, plumbing, telecommunications/broadband lines or equipment, water lines outside of the building; and
- (v) Community aesthetics and functionality (e.g., streetscaping, green space development, murals, street lights, paved surfaces, tree islands).
- (k) Costs of vehicles;
- (l) Taxes including Harmonized Sales Tax (HST);
- (m) Any refund or rebate received, or which the Recipient is eligible to receive;
- (n) Costs incurred in preparing an application;
- (o) Cost of alcohol, international travel (outside of Canada and the continental United States), per diems, gifts or incentives;
- (p) Costs of permits and approvals;
- (q) Costs of academic research;
- (r) Costs related to activities that directly influence or lobby any level of government;
- (s) Sponsorship of conferences and events; and
- (t) Honorariums, membership costs.

## **D.8 TRAVEL AND MEAL COSTS**

If travel or meal costs are not necessary to complete the Project, any costs related to travel or meals will not be reimbursed by the Province.

**D.8.1 *Transportation.*** Local public transportation including hotel/airport shuttles should be used wherever possible. When road transportation is the most practical, economical way to travel the order of preference is rental vehicle then personal vehicle.

**D.8.2 *Rental Vehicles.*** Compact model or its equivalent is required. Exceptions to this are guided by the principle that the vehicle is the most economical and practical size, taking into account the business purpose, number of occupants and safety (including weather) considerations. Luxury and sports vehicles are prohibited. Gasoline charges are an eligible expense.

**D.8.3 *Personal Vehicle.*** If using a personal vehicle, daily logs must be kept to track the business use, with distances calculated in kilometers. The current rates for travelling (per kilometer) in a personal vehicle, based on kilometers accumulated from April 1 of each Funding Year, are as follows:

- (a) From 0 – 4,000 km; \$0.40 in Southern Ontario and \$0.41 in Northern Ontario;
- (b) From 4,001 – 10,700 km; \$0.35 in Southern Ontario and \$0.36 in Northern Ontario;
- (c) From 10,701 – 24,000 km; \$0.29 in Southern Ontario and \$0.30 in Northern Ontario;
- (d) More than 24,000 km; \$0.24 in Southern Ontario and \$0.25 in Northern Ontario; and
- (e) Necessary expenditures for parking, tolls for bridges, ferries and highways are eligible. If 200 km or more will be driven a day, use of a rental vehicle is required.

**D.8.4 *Air and Rail Travel.*** Air and rail travel is permitted if it is the most practical and economical way to travel. Economy (coach) class is the standard option for ticket purchase. Business class is only appropriate on a train in limited circumstances such as:

- (a) The need to work with a team;
- (b) Choosing a travel time that allows you to reduce other expenditures or accommodation;
- (c) Accommodation requirements; and
- (d) Health and safety requirements.

The standard for international air travel is economy class. The lowest available airfares appropriate to particular itineraries are required to be sought and bookings are required to be made as far in advance as possible.

**D.8.5 Taxis.** Taxis may be justified in cases where:

- (a) Group travel by cab is more economical than the total cost of individuals travelling separately by public transit or shuttle; or
- (b) Taking a cab allows you to meet an unusually tight schedule for meetings.

**D.8.6 Accommodations.** Reimbursement can be made for single accommodation in a standard room. Private stays with friends or family are acceptable, and a cash payment or gift may be provided to the friends or family.

- (a) A maximum of \$30 per night is allowed for accommodation including any meals with friends or family, in lieu of commercial accommodation. The \$30 value may be given in the form of a small gift (which must be accompanied by a receipt) or by cash or cheque.

**D.8.7 Travel-Related Tips/Gratuities.** Examples of reasonable amounts include:

- (a) 10% - 15% on a restaurant meal;
- (b) 10% on a taxi fare;
- (c) \$2 - \$5 for housekeeping for up to two nights in a hotel, up to \$10 for a longer stay; and
- (d) \$2 - \$5 per bag for a porter.

**D.8.8 Telecommunication While Travelling.** Audio or video conferencing should be considered as an alternative to travel. Whenever possible, the least expensive means of communications should be used while travelling, such as calling card.

**D.8.9 Meals While Travelling.** Alcohol cannot be claimed and will not be reimbursed as part of a travel or meal expense. Taxes and gratuities are included in the meal rates. Reimbursement is for restaurant/prepared food only.

Meal Rates in Canada:

Meals	Maximum Amount
Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

Meal Rates in U.S. (in Canadian dollars):

Meals	Maximum Amount
Breakfast	\$19.10
Lunch	\$18.90
Dinner	\$47.35

[REST OF PAGE INTENTIONALLY LEFT BLANK - SCHEDULE "E" FOLLOWS]

## SCHEDULE “E” REPORTING

**E.1 Reporting Requirements.** The following Reports will be provided in full in the corresponding format provided hereafter and with such content as is satisfactory to the Province:

	Name of Report	Due Date
1.	Progress Report and Claim Statement	Both the Progress Report and Claim Statement together (Schedules “E.2” and “E.3” of this Agreement) as set out in D.4.1(a) will be submitted at a minimum of once every quarter for each Funding Year. A Progress Report and Claim Statement must be submitted even during periods where the amount claimed is zero, unless the Recipient has submitted the Final Report.
2.	Final Claim	The final claim (Schedule “E.3” of this Agreement) is to be completed and submitted to the Province within three (3) months of the Project Completion Date (Schedule B.1.4 of this Agreement).
3.	Final Report	The Final Report (Schedule “E.4” of this Agreement) is to be completed and submitted to the Province on or before:  <b>July 31, 2020</b>
4.	Other Reports Any other Report regarding the Project that the Province requests.	As directed by the Province.

**[REST OF PAGE INTENTIONALLY LEFT BLANK - SECTION “E.2” OF SCHEDULE “E”]**

## SCHEDULE "E.2" PROGRESS REPORT

**File No.:** RED4-08395

**Project Title:** WorkInElgin.ca Website

Progress Report and Claim Statement are to be completed and submitted to the Province at a minimum of once every quarter for each Funding Year **for the Term of the Agreement** unless a Final Report has been submitted. Please contact your Project Analyst should you have any questions filling in this report.

Please describe the project activities that have been completed or are in progress for this reporting period.

Description of Activities	Approved Eligible Costs per Activity	Amount Claimed to Date per Activity	Activity Status (On, Ahead, or Behind Schedule)	Issues to Date and Actions Taken to Resolve Issues	Actual Expected Completion Date	Percentage of Activity Complete

For each RED outcome that you indicated on your application that would occur as a direct result of this project, please enter your results to date.	Results to Date
Number and description of economic development barriers addressed	
Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)	
Number and description of collaborations established	
Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)	
Innovative communities	
Expansion of markets	
Number of jobs created /retained	
Attraction, development or retention of a highly skilled workforce	
Support for provincial government priorities	

**I understand that this information will, subject to the terms and conditions of the agreement, be relied upon by the Government of Ontario to issue funds.**

Name of Authorized Official (Print):	
Signature:	
Date:	



**SCHEDULE "E.3"**

Rural Economic Development Program

Claim Statement

Ontario Ministry of Agriculture, Food and Rural Affairs

<b>Part 1 - Project Information</b>			
File No.: RED4-	Project Title:	Date:	
<b>Part 2 – Authorized Official</b>			
Recipient's Company Name:	Project Representative:	Title:	Telephone:
			Email:
<p>1. The information provided herein and in any document attached is accurate and complete, and being relied upon by OMAFRA to provide Funds in respect of the Project;</p> <p>2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;</p> <p>3. The Project as described in the Agreement will be completed by the Project Completion Date as set out in the respective schedule of the Agreement;</p> <p>4. There has been no overlap of funding from OMAFRA and from any other organization/level of government and the total amount of provincial and federal assistance claimed for the Eligible Costs for the Project does not exceed ninety per cent (90%) of the costs actually incurred and paid by the Recipient;</p> <p>5. There have been no overpayments by OMAFRA or any other organization or government; and</p> <p>6. The undersigned confirms these statements as of the date written below.</p>			
Signature _____			Date _____

<b>Part 3 – Claim Information</b>		
Claim #:	Period Covered by this Claim:	Final Claim? Yes/No:

**Attach invoices and proofs of payment and send to:**

Ministry of Agriculture, Food and Rural Affairs  
 Rural Programs Branch, 4th Floor  
 1 Stone Road West  
 Guelph, ON N1G 4Y2

**Email: RED@Ontario.ca**

**To request access to the Online Claims Portal please email us at the address above**

<b>Part 5 – New Invoices – Paid Eligible Costs</b>											
Invoice #	Date of Invoice (MM/DD/YYYY)	Vendor Name	Period of Invoice (MM/DD/YYYY)		Budget Item (Schedule "D" of the Agreement)	Work Description	Invoice Amount	Tax	Net Claim Amount (less tax)	Paid (Yes/ No)	Method of Payment (e.g. cheque #, VISA)
			From	To							
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
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								\$ -			
<b>TOTAL</b>							\$ -	\$ -	\$ -		

## SCHEDULE “E.4” FINAL REPORT

**File No.:** RED4-08395  
**Project Title:** WorkInElgin.ca Website  
**Project Completion Date:**  
**Date of Final Report:**  
**Project Recipient:** The Corporation of the County of Elgin

Final Report is to be completed and submitted to the Province on or before the ‘Final Report Due’ identified under section E.1 of Schedule “E” of this Agreement. Please contact your Project Analyst should you have any questions completing this report.

### Section 1 Project Details

Is the description of your Project as completed accurate?

Yes       No

#### **Project Variances (if applicable)**

In reading the description and project completion date above, has your Project experienced any variances either in project scope or schedule? Please identify any other information with respect to the Project that may have changed or may have been altered. Ensure that you provide a rationale for any variances from the project description noted above.

### Section 2 Outcomes

#### **Economic Barriers**

Describe how the Project removed barriers to community economic development.

Description of Barriers:

For each RED outcome that you indicated on your application that would occur as a direct result of this Project, please enter a brief description. Please give quantitative and qualitative statistics where applicable.

1. Increased ability to undertake evidence-based planning to identify priorities and measure economic performance (Planning projects only)

- Describe how the Project led to evidence-based economic development policy, programs or strategies. What was the outcome for the region or sector?
- 

2. Collaboration for economic growth

- Describe how Recipient(s) worked with communities, organizations or others to make this project successful and support economic growth. How many collaborations were established?

Number of Collaborations: \_\_\_\_\_

Description of Collaborations: \_\_\_\_\_

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3. Increased economic competitiveness and diversity (e.g., attraction, retention and expansion of businesses)

- Describe how the Project increased economic competitiveness and diversity.
- 

4. Innovative communities

- Describe how the Project led to more innovative communities. Innovation is defined as the application of new ideas, leading-edge process, services or methods of delivery to solve problems, address challenges and take advantage of new opportunities.
- 

5. Expansion of markets

- Describe how the Project assisted with the expansion of existing markets or access to new markets.
-



## Section 4 Other Benefits/Information

Please provide any other information which demonstrates the success of the Project and its impact on other stakeholders, rural communities and the Province of Ontario.

## Section 5 Service Experience

Based on your project experience with OMAFRA, please indicate with an "X" in the appropriate box for your response.

1. Please indicate the extent to which you agree or disagree with the following statements.	Strongly Agree	Agree	Neither Agree nor Disagree	Disagree	Strongly Disagree
Once my project was approved, I received all the information needed to proceed to the next step of the project.					
The claim forms were easy to understand and complete.					
I was able to reach appropriate ministry staff without difficulty.					
Ministry staff were knowledgeable.					
I received consistent advice from ministry staff.					
Ministry staff were courteous.					

2. Overall, how satisfied were you with the amount of time it took to get the service that you required?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

3. Overall, how satisfied were you with the service you received while implementing your project?	Very Satisfied	Satisfied	Neither Satisfied nor Dissatisfied	Dissatisfied	Strongly Dissatisfied

4. To what extent did the availability of this funding assistance influence your decision to undertake this project?	To a Great Extent	Somewhat	Very Little	Not at all

5. Overall, did you find working in the portal fairly easy to understand?	Very Easy	Somewhat	Not Easy	Did Not Use the Portal

## Section 6 Confidentiality, Certification and Signature

### Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the Recipient(s). Inquiries about confidentiality should be directed to OMAFRA's Rural Programs Branch.

### Certification

1. The Project as described in the Agreement has been completed;
2. The Recipient is in compliance with all of the terms and conditions of the Agreement for the Project;  
and
3. There have been no overpayments by OMAFRA or any other organization or government.

The undersigned warrants that these statements are true.

Name of Authorized Official (Print):	
Signature:	
Date:	

FROM: Mike Hoogstra, Purchasing Coordinator  
Julie Gonyou, Chief Administrative Officer

DATE: May 27, 2019

SUBJECT: 911 Primary Public Safety Answering Position (PPSAP) Contract  
Extension (2020)

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**RECOMMENDATIONS:**

THAT the report titled “911 Primary Public Safety Answering Position (PPSAP) Contract Extension (2020)” be received; and,

THAT the contract with Northern Communication Services be renewed for one (1) additional year to expire on December 31, 2020; and,

THAT the Warden and Chief Administrative Officer be authorized to sign the amending agreement, and;

THAT the report be circulated to the County’s Municipal Partners for their information.

**INTRODUCTION:**

The current contract for 911 Primary Public Safety Answering Position (PPSAP) services is with Northern Communication Services. This contract provides for front line 911 services. When someone dials 911, the call is answered by Northern Communication Services and transferred to the appropriate police, fire or ambulance service.

**DISCUSSION:**

A Request for Proposal was issued by the County on behalf of the Municipal Partners and the City of St. Thomas in 2010. The contract term was a three year term beginning in December 2010. The contract also allowed for options to renew for two consecutive three (3) year terms and the contract was renewed in 2014 and 2017. The current contract expires at the end of 2019.

Recently the County was informed by the City of St. Thomas that they will not be entering into a new joint contract for the service.

Given recent announcements by the Provincial Government regarding changes to emergency services and the City’s intention not to enter into a new joint contract with the County for this service, staff reached out to Northern Communication Services to request a one (1) year extension to the current agreement.

Northern Communication is agreeable to the one (1) year extension and is requesting an increase of approximately three percent over the current rate which is \$0.46 per resident. The rate for 2020 will be \$0.47 per resident.

Based on revised population numbers using the 2016 Census data, the breakdown per municipality is as follows:

<b>Municipality</b>	<b>2017-19 Annual Rate (\$0.46/resident)</b>	<b>2020 Annual Rate (\$0.47/resident)</b>
Town of Aylmer	\$3,251.74	\$3,521.24
Municipality of Bayham	\$3,094.42	\$3,476.12
Municipality of Central Elgin	\$5,852.58	\$5,925.29
Municipality of Dutton-Dunwich	\$1,760.88	\$1,817.02
Township of Malahide	\$4,060.88	\$4,367.24
Township of Southwold	\$2,173.04	\$2,077.87
Municipality of West Elgin	\$2,460.54	\$2,347.65
<b>Total Contract Amount:</b>	<b>\$22,654.08</b>	<b>\$23,532.43</b>

Costs for this service contract are billed directly to each Municipality in January of each year.

**CONCLUSION:**

The contract for 911 Primary Public Safety Answering Position Services is being renewed for a one (1) year term. Staff have no issues with the services being provided by Northern Communication Services.

All of which is Respectfully Submitted

Mike Hoogstra  
Purchasing Coordinator

Julie Gonyou  
Chief Administrative Officer

FROM: Brian Masschaele, Director of Community and Cultural Services

DATE: May 30, 2019

SUBJECT: Elgin County Archives Institutional Award

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**RECOMMENDATION:**

THAT the Elgin County Archives be hereby congratulated for receiving the Archives Association of Ontario's Institutional Award for 2019.

**INTRODUCTION:**

The Elgin County Archives was recently awarded the Archives Association of Ontario's (AAO) Institutional Award for 2019 at the association's annual conference. This report informs County Council about the award and the accomplishments that led to it.

**DISCUSSION:**

The AAO's Institutional Award is given to an archival institution that has contributed significantly to the advancement of the archival field or community, or has demonstrated a significant level of innovation and imagination in the establishment of outstanding or model programs or services. Recognition may be granted for an individual project of particular merit, or for a program that integrates many facets of archival enterprise.

Staff are pleased to report that the Elgin County Archives received this award at the association's annual conference held in Belleville on May 10, 2019. This is the second time that the archives has been so recognized, the first being in 2007 in recognition for the archives' Tweedsmuir History digitization project in partnership with Women's Institutes branches in the County. The 2019 award recognizes the archives' innovation in launching the *Time Travel with Elgin County Archives* program.

*Time Travel with Elgin County Archives* is an outreach program that uses green screen technology to photograph participants and superimpose them into historic photographs, thereby making it appear as if they are traveling back in time. The main objective of the program is to capture the interest of community members by offering a stimulating and creative activity that allows staff to initiate discussion with them to ultimately bring awareness to the archives' collections and resources. Younger participants enjoy the technology and the idea that they are "time traveling", and this offers a unique opportunity to engage with a group that rarely visits an archival institution in person. Older participants reminisce about former streetscapes, buildings, and the people who used to live and work in their community. Many of these interactions have led to donation offers, in-person visits and online reference requests.

The program began in September 2017 and in the first year attracted nearly 700 participants at community events and through programs at the County's ten library

branches. Included in the nomination package for the award were several testimonials from participants who each spoke to the emotional impact of this program.

**CONCLUSION:**

Receiving this award for the second time is a major accomplishment given that the AAO currently has 315 institutional members and the award has only been conferred a total of 19 times since its inception in 1995. Elgin County Archives is one of only three institutions in Ontario to receive the award twice, demonstrating the archives' leading reputation among peers in the province. County Council's leadership, vision and on-going support of the archives is being particularly acknowledged through this award, as is the excellent work of archivists Gina Dewaele and Amber Mandich who conceived, developed and delivered this innovative program.

A letter of congratulations to the Warden and further publicity about this award is attached to this report. The AAO's full citation can be viewed [here](#).

All of which is Respectfully Submitted

Approved for Submission

Brian Masschaele  
Director of Community and Cultural Services

Julie Gonyou  
Chief Administrative Officer



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Warden Duncan McPhail  
County of Elgin  
450 Sunset Dr.  
St. Thomas, Ontario  
N5R 5V1

20 May 2019

Dear Mr. McPhail,

At this year's annual awards lunch, the Archives Association of Ontario presented the Elgin County Archives with the Institutional Award.

The award, which is given to archival institutions that demonstrate a significant level of innovation and imagination in the establishment of outstanding or model programs or services, was presented to the Elgin County Archives for its Green Screen Program, "Time Travel with Elgin County Archives."

I hope you will join the AAO's Board and Awards Committee in congratulating the Elgin County Archives for this honour. In particular we would like to celebrate the work of Gina Dewaele and Amber Mandich, the Assistant Archivists who developed and implemented the program, for this project which combines technology and archival photographs in an innovative way to bring these images to life for community members of all ages.

I have attached a copy of the full citation for your information.

Yours sincerely,

Rodney Carter  
Chair, AAO Awards Committee

cc. Brian Masschaele, Director of Community and Cultural Services



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### **The 2019 AAO Institutional Award**

The AAO Institutional Award is given to an archival institution that has contributed significantly to the advancement of the archival field or community, or has demonstrated a significant level of innovation and imagination in the establishment of outstanding or model programs or services. Recognition may be granted for an individual project of particular merit or for a program that integrates many facets of archival enterprise.

The AAO presented the 2019 Institutional Award to **Elgin County Archives** for its innovative Green Screen Program, which combines technology with archival photographs to bring these photos to life in a very personal way.

Time Travel with Elgin County Archives is an outreach program that uses green screen technology to photograph participants and superimpose them into historic photographs, to make it appear as if they are traveling back into their local history. Archivists **Gina Dewaele** and **Amber Mandich** conceived, developed, organized, and delivered a series of innovative Green Screen events at local libraries, community events, schools and long-term care homes. The program has captured the interest of community members by offering a stimulating and creative activity that allows staff to start conversations to raise awareness of the archives' collections and resources, and of archives in general.

This program appeals to all ages: younger participants enjoy the technology and the idea that they are "time traveling," which offers a unique opportunity to engage with a group that rarely visits an archival institution in person while older participants reminisce about former streetscapes, buildings, and the people who used to live and work in their community. This is a creative and imaginative way of making archival resources available and relevant to all age groups.



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The program was initially launched in partnership with the Elgin County Library, consisting of 10 branches throughout the County, but expanded to local cultural institutions and events, as well as being included in an intergenerational program involving a local nursing home and an elementary school. In its first year, there were nearly 700 participants in the program.

The AAO was pleased to recognize the Elgin County Archives' for their Green Screen Program, which combines technology and archival photographs in an innovative way to bring these images to life for community members of all ages.



# Institutional Award

Presented to

## *Elgin County Archives*

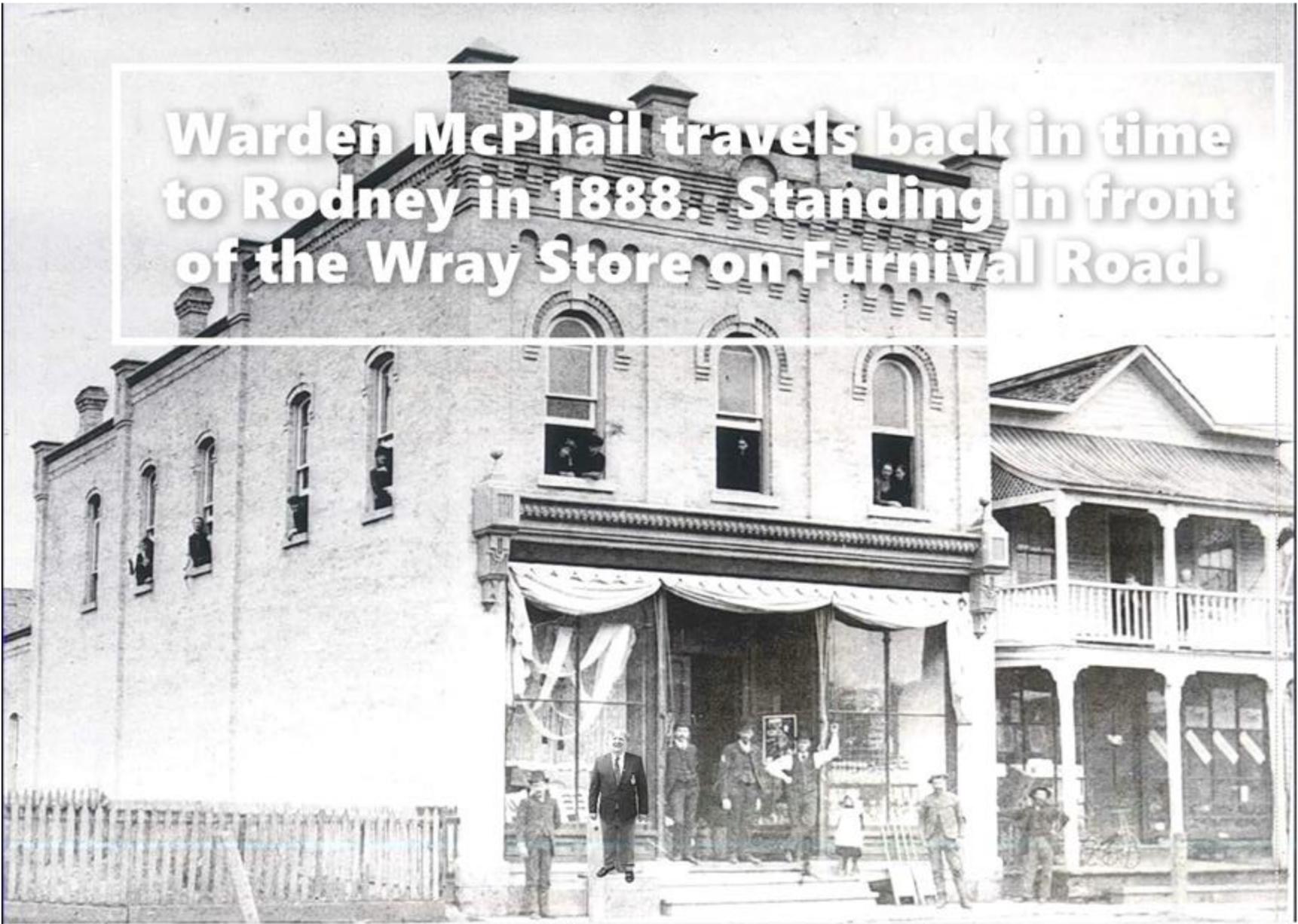
For the Elgin County Archives' Green Screen Program, which combines technology and archival photographs in an innovative way to bring these images to life for community members of all ages.

A handwritten signature in black ink, appearing to be 'JR', is written over a thin horizontal line.

James Roussain, President, Archives Association of Ontario, 2018-2019



**Warden McPhail travels back in time to Rodney in 1888. Standing in front of the Wray Store on Furnival Road.**



FROM: Brian Masschaele, Director of Community and Cultural Services

DATE: June 11, 2019

SUBJECT: Library Procedure and Code of Conduct for Use of On-line Resources  
Policy Approval

---

**RECOMMENDATION:**

THAT the Elgin County Library’s “Procedure and Code of Conduct for Use of On-line Resources” attached to this report as “Appendix A” be hereby adopted effective immediately.

**INTRODUCTION:**

This report informs Council of revisions to the Elgin County Library’s code of conduct for using on-line resources at Elgin County Library branches and recommends that the revised policy be adopted.

**DISCUSSION:**

The library’s “Public Internet Policy & Procedure” was last approved by County Council in December 2011 (attached as Appendix B). This policy governs public Internet usage on library supplied computers and through the wireless network. Wholesale revisions are now being proposed to this policy, highlights of which are as follows:

- Changing the name of the policy to refer to on-line resources which is a more comprehensive term than referring to the Internet only. As an example, inappropriate material could be shared via text message which does not involve using the Internet. The revised policy now refers to online services as any information or service that is provided through a data network while at the library;
- Further to the above, the revision now encompasses the use of personal devices such as smart phones connected to a network not supplied by the library. Rules governing such usage were not contemplated in the last revision but this is now an important consideration given the proliferation of devices linked to a cellular network. The same rules regarding access to inappropriate material will now apply to these devices while in the library;
- Removes the reference to the “Statement of Concern about Internet Sites” form cited in the previous policy which is no longer in use;
- The library’s mission statement and Collection Development Policy are now cited;
- The scope of the policy is now defined and a separate section has been created to highlight the use of filtering software which remains a contentious matter in public libraries. Elgin County Library’s view on this matter remains that filtering of on-line resources is an appropriate safeguard given that most branches lack

space for adults only. The library also has effective procedures in place to unblock sites on a timely basis to support intellectual freedom;

- The last section of the policy is now referred to as a Code of Conduct instead of a Code of Ethics.

**CONCLUSION:**

Usage of the library's on-line resources remains an important service to library patrons. Accessing inappropriate material and content is not a regular occurrence. Nevertheless, it is important to have enforceable policies in place given the risks associated with such usage, and also to make user responsibilities and obligations clear. The proposed revisions as attached to this report strike a balance between encouraging public usage while at the same time providing access in a responsible and safe manner given that library branches are highly public spaces. Of particular importance in this current revision is the inclusion of personal devices on cellular networks which was previously not covered.

All of which is Respectfully Submitted

Approved for Submission

Brian Masschaele  
Director of Community and Cultural Services

Julie Gonyou  
Chief Administrative Officer



## Appendix A

Elgin County Library Policy Manual

Subject: **On-Line Services Policy & Procedure**

Date of Last Revision: June 2019

Date First Approved: September 1997

### **ON-LINE SERVICES POLICY & PROCEDURE**

The Elgin County Library (ECL) provides space within its branches for public access computers, wireless connectivity and use of personal devices to access on-line resources as part of its mission to provide “a welcoming, inclusive and supportive environment that fosters lifelong learning, creative expression, community engagement and cultural vitality in harmony with a rural way of life.” An online service refers to any information or service that is provided through a data network. The library makes available these on-line services within its branches to allow users to connect to resources for educational, informational and recreational purposes. Nevertheless, there are risks associated with such usage that do require the establishment of appropriate safeguards. This policy establishes these safeguards and makes user responsibilities and obligations clear.

#### Scope

This policy applies to members of the public accessing on-line services using all types of devices in library spaces. This includes:

- public computer stations;
- laptops and mobile devices using the library’s wireless network; and
- personal laptops and mobile devices on other networks used in library spaces.

ECL will generally be guided by its Collection Development Policy when providing access to on-line resources. This means that the library supports the individual’s right to access ideas and information representing all points of view with reasonable expectations of privacy and confidentiality while doing so. Staff do not monitor or censor content.

#### Internet Filtering

Data networks offer material that is inappropriate for viewing by the general public, particularly children. The County’s Information Technology Department subscribes to a filtering service in order to block access to inappropriate sites. Such filtering encompasses on-line access provided by the library through public computer stations and wireless networks. Such filtering cannot encompass personal devices connected to a network that is not controlled by the library. Nevertheless, the terms of this policy

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Phone: 519-631-1460  
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shall apply to all devices. Access to inappropriate resources, including those that contain profanity, pornography, sedition, the incitement of hate or the promotion of illegal activity shall not be tolerated, regardless of the device being used and regardless of the network to which it is connected.

On-line filtering does not guarantee that all inappropriate material will be blocked. Parents or guardians are expected to monitor and supervise their children's use of on-line resources. Patrons may request that library staff unblock a site if it is deemed appropriate by staff. Patron confidentiality will be respected when such requests are made.

### User Responsibilities

To maximize availability of on-line resources and to ensure fair accessibility for all, patrons must follow these rules and procedures:

1. Utilization of the Elgin County Library's on-line services through the library's public computer stations or wireless network requires a valid library card. In-branch public computer stations can be booked for a one hour session utilizing the library's reservation software (where applicable) or in-person at the library, extendable to two hours if others are not waiting. Reservations will be held for 10 minutes after the scheduled start time, either in-person or utilizing the library's booking software.
2. Visitors may register for a temporary guest user card upon presentation of suitable identification. This visitor card can be used for accessing public computer stations and the wireless network and must be returned at the end of the session.
3. Maximum usage of public computer stations shall be two hours per day per patron.
4. There are no restrictions on the length of sessions for usage of the wireless network within the library's regular hours of operation.
5. Upon arrival, a user with a booking must sign in at the circulation desk or through the library's automated software where available.
6. Users are responsible for respecting the privacy of other library patrons.
7. Due to space limitations, no more than two people are permitted at a station.
8. Personal software programs cannot be installed on any device owned by the Elgin County Library.
9. Users who wish to save files may use a personal storage device. When using public access computers, files must be saved during the scheduled session.
10. Printing and scanning services are available. Staff can inform patrons of the appropriate fees. It is up to the patron to be informed of relevant fees prior to printing or scanning.
11. Users should generally be aware of how to utilize the equipment and software provided. Staff may assist users should time and knowledge permit.
12. Misuse of on-line services and equipment supplied by the Elgin County Library, including any violation of the code of conduct for library patrons, will result in temporary or permanent suspension of library privileges.

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## PROCEDURE AND CODE OF CONDUCT FOR USE OF ON-LINE RESOURCES AT ELGIN COUNTY LIBRARY BRANCHES

All users of on-line services provided at library branches, whether these services are accessed through public computer stations, wireless connections or use of personal devices and networks, are expected to use these resources in a responsible and ethical manner. Such uses include educational, informational and recreational purposes.

**Unacceptable and inappropriate use of on-line resources includes, but is not limited to:**

- Accessing sites or transmitting materials which violate any Canadian federal or provincial law or County by-law, such as defamatory, discriminatory or obscene material.
- Accessing sites that contain profanity, pornography, sedition, the incitement of hate or the promotion of illegal activity.
- Attempting to modify, hack or gain access to files, passwords, networks or data belonging to others.
- Sending, receiving, or displaying text/graphics which are illegal or may reasonably be construed as obscene or offensive.
- Making unauthorized copies of copyrighted material.
- Deliberately damaging or sabotaging equipment provided by the library.

Unacceptable or inappropriate use of on-line resources at Elgin County Library branches will result in the temporary or permanent suspension of library privileges.

## **PUBLIC INTERNET POLICY & PROCEDURE**

The Elgin County Library provides public access Internet stations and wireless connectivity as part of its mission to provide access to resources for life-long learning and enhanced local and global communications. The library's Internet access is intended primarily as an information service to allow users to connect to electronic resources outside the library.

The Internet contains material that is inappropriate for viewing by the general public, particularly children. As a result, the County subscribes to an Internet filtering service in order to block access to inappropriate sites. However, this does not guarantee that all inappropriate material will be blocked. Parents or guardians are expected to monitor and supervise their children's use of the Internet. Children 8 years of age and under must be accompanied by an adult. Library users who gain access to any Internet site deemed inappropriate may fill out a Statement of Concern about Internet Sites form which can be obtained from library staff. Patrons may also request that a site be unblocked if it is deemed appropriate by staff.

To maximize Internet availability and to ensure fair accessibility for all, patrons must follow these rules and procedures.

1. Utilization of the Elgin County Library's Internet services, both through the library's public access computers and the wireless network, requires a valid library card and PIN number. In-branch public access computers can be booked for a one-hour session utilizing the library's reservation software (where applicable) or in-person at the library.
2. Users of the library's public access computers may book a 30-minute session, extendable to one-hour if others are not waiting. Reservations will be held for 10 minutes after the scheduled start time either in-person or utilizing the library's automated booking software.
3. Visitors may register for a temporary guest user card upon presentation of suitable identification. This visitor card can be used for accessing public access computers and the wireless network and must be returned at the end of the session.
4. Maximum usage of public access computers shall be two hours per day per patron.
5. There are no restrictions on the length of sessions for usage of the wireless network. However, in-library usage of the wireless network is restricted to hours of operation.
6. Upon arrival, a user with a booking must sign in at the circulation desk, or self-service booking station where available.



7. Due to space limitations, no more than two people are permitted at a station at one time.
8. Use of personal software programs is not permitted.
9. Users who wish to save files may purchase storage media from the library or use a personal storage device. All downloading must be done during the scheduled session.
10. Printing and scanning services are available for a fee. Staff can inform patrons of the appropriate fees. It is up to the patron to be informed of relevant fees prior to printing or scanning.
11. Staff may assist users should time and knowledge permit.
12. Misuse of the computer, including any violation of the code of ethics, will result in the loss of library privileges.

### **CODE OF ETHICS FOR ELGIN COUNTY LIBRARY PUBLIC ACCESS INTERNET STATIONS AND WIRELESS CONNECTIONS**

All users of electronic information sources such as the Internet are expected to use these resources in a responsible manner, consistent with the educational and informational purposes for which they are provided and to follow the rules and regulations of the library providing these resources.

#### **Responsible, ethical use of the Internet includes:**

Using the Internet for educational, informational and recreational purposes only; not for unauthorized, illegal or unethical purposes.

#### **Unacceptable and inappropriate use of the Internet includes but is not limited to:**

- Accessing sites or transmitting materials which violates any Canadian federal or provincial law or County by-law, such as defamatory, discriminatory or obscene material.
- Accessing sites or tools dedicated to computer/network hacking.
- Attempting to modify or gain access to files, passwords, or data belonging to others.
- Sending, receiving, or displaying text/graphics which are illegal or may reasonably be construed as obscene or offensive. This includes sending junk mail (spamming) to a large number of e-mail addresses.
- Making unauthorized copies of copyrighted material.



## REPORT TO COUNTY COUNCIL

---

FROM: Jim Bundschuh, Director of Financial Services

DATE: May 23, 2019

SUBJECT: Tax Ratio Update

---

### **RECOMMENDATION:**

THAT Schedules A and C of By-Law 19-04 be amended to reflect the revised tax ratio and rates in-line with the provincially calculated revenue neutral ratio for landfills and the mandated ratio for managed forest.

### **INTRODUCTION:**

On February 12, 2019 Council was presented the 2019 Budget. At that time the landfill property class still required a revenue neutral tax ratio to be issued by the province. Also, a reduction for the tax ratio for farm and managed forest was lowered to 23%.

### **DISCUSSION:**

The province has now provided a landfill tax ratio of 33.335124 which is slightly lower than the prior ratio of 34.024061. This ratio has been calculated by the province's Online Property Tax Analysis (OPTA) system to be revenue neutral. The change will provide an incremental \$4,000 of taxes.

A provincially imposed restriction requires that the ratio for managed forest be 25%, but the reduction approved by Council can remain for the farm class. The managed forest tax ratio change will provide an incremental \$2,000 of taxes.

The net improvement of \$6,000 will be put towards the mill rate stabilization reserve.

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: Jim Bundschuh, Director of Financial Services

DATE: May 31, 2019

SUBJECT: April 2019 Budget Performance

---

### **RECOMMENDATION:**

THAT the report titled "April 2019 Budget Performance" from the Director of Financial Services dated May 31, 2019 be received and filed.

### **INTRODUCTION:**

Attached is the April budget comparison for the County with current month performance of \$23,000 bringing the year-to-date performance to \$75,000.

### **DISCUSSION:**

The Asset Management/Geomatics Technician and CEMC/Fire Trainer positions that were vacant during the job recruitment process have resulted in favourable April performance of \$22,000 in wages and benefits. The Homes negative April performance of \$16,000 is related to overtime costs caused by staffing shortages (difficulties recruiting new staff). The details by department are as attached.

All of which is Respectfully Submitted

Approved for Submission

Jim Bundschuh  
Director of Financial Services

Julie Gonyou  
Chief Administrative Officer

**County of Elgin**  
**Budget Comparison**  
*As of April 30, 2019*

	FULL YEAR	YTD				Current Month			
		Budget	Budget	Actual	Perform.	Budget	Actual	Perform.	
		Net	Net	Net	Net	% Of Budget	Net	Net	Net
1	TAXES	(36,703,099)	<b>31,944</b>	<b>31,944</b>	<b>(0)</b>	<b>0%</b>	<b>31,944</b>	<b>31,944</b>	<b>(0)</b>
2	INTEREST CHARGES & INCOME	(411,062)	(65,940)	(65,940)	0	16%	(10,501)	(10,501)	(0)
3	SOCIAL SERVICES - ST. THOMAS	2,321,827	387,000	387,000	0	17%	2,192	2,192	-
4	HEALTH UNIT	953,264	296,642	296,642	-	31%	78,422	78,422	-
5	GRANTS	317,837	310,337	310,337	-	98%	60,337	60,337	-
6	RENTAL INCOME	(121,522)	(86,687)	(86,687)	-	71%	(21,672)	(21,672)	-
7	PROPERTY ASSESSMENT	779,703	389,852	389,851	0	50%	194,926	194,926	0
8	ONTARIO MUNICIPAL PARTNERSHIP FUN	(628,800)	(332,883)	(332,884)	1	53%	(147,958)	(147,959)	1
9	PROJECTS	714,764	(748,587)	(748,588)	1	-105%	19,550	19,550	(0)
		-	-	-	<b>0</b>	<b>0%</b>	-	-	<b>0</b>
<b>10</b>	<b>Total Corporate</b>	<b>(32,777,088)</b>	<b>181,678</b>	<b>181,675</b>	<b>2</b>	<b>-1%</b>	<b>207,240</b>	<b>207,239</b>	<b>1</b>
11	WARDEN AND COUNCIL	415,861	142,287	136,189	6,098	33%	32,745	29,485	3,261
12	ADMINISTRATIVE SERVICES	597,421	221,451	206,947	14,504	35%	77,977	69,325	8,652
13	FINANCIAL SERVICES	643,308	200,935	199,705	1,230	31%	53,209	53,085	124
14	HUMAN RESOURCES	553,660	168,934	170,298	(1,364)	31%	35,145	35,798	(653)
15	ADMINISTRATION BUILDING	534,992	63,412	56,246	7,166	11%	(14,531)	(17,274)	2,742
16	CORPORATE SERVICES	649,990	409,400	408,340	1,060	63%	23,308	22,761	547
17	ENGINEERING SERVICES	10,134,929	1,196,563	1,156,138	40,425	11%	120,752	107,135	13,617
18	HOMES FOR SENIORS SERVICES	4,905,047	628,334	661,566	(33,232)	13%	147,927	163,895	(15,967)
19	MUSEUM/ARCHIVES	464,398	159,058	153,007	6,051	33%	35,606	34,637	969
20	LIBRARY SERVICES	2,789,264	802,566	801,242	1,324	29%	182,761	181,995	766
21	INFORMATION TECHNOLOGIES	1,016,956	235,685	233,122	2,563	23%	49,642	49,371	271
22	PROVINCIAL OFFENSES	(99,250)	(89,176)	(84,985)	(4,191)	86%	(64,734)	(64,734)	-
23	COLLECTIONS - POA	(17,657)	(2,343)	(1,881)	(462)	11%	2,029	2,029	-
24	AMBULANCE & EMERGENCY SERVICES	2,965,870	1,097,516	1,064,644	32,872	36%	230,446	222,353	8,093
25	ECONOMIC DEVELOPMENT & TOURISM	1,111,808	253,028	251,816	1,212	23%	103,322	102,421	901
		-	-	-	-		-	<b>60</b>	<b>(60)</b>
<b>26</b>	<b>Total Departmental</b>	<b>26,666,597</b>	<b>5,487,650</b>	<b>5,412,394</b>	<b>75,256</b>	<b>20%</b>	<b>1,015,604</b>	<b>992,341</b>	<b>23,263</b>
<b>27</b>	<b>Total</b>	<b>(6,110,491)</b>	<b>5,669,328</b>	<b>5,594,069</b>	<b>75,259</b>	<b>-92%</b>	<b>1,222,844</b>	<b>1,199,580</b>	<b>23,264</b>

FROM: Jim Bundschuh, Director of Financial Services  
Brian Lima, Director of Engineering Services

DATE: May 13, 2019

SUBJECT: Asset Management

---

**RECOMMENDATIONS:**

THAT the Asset Management Policy be adopted; and,

THAT the report titled “Asset Management” from the Director of Financial Services and the Director of Engineering Services dated May 13, 2019 be received and filed.

**INTRODUCTION:**

The goal of an Asset Management Plan (AMP) is to leverage the lowest total lifecycle cost of ownership with regard to the service levels that best meet the needs of the community while being cognizant of the risk of failure that is acceptable. To that end, the Asset Management Policy establishes consistent standards and guidelines for management of the County’s assets applying sound technical, social and economic principles that consider present and future needs of users, and the service expected from the assets. The county currently does not have a policy but does follow sound Asset Management principles annually during its capital budget deliberations and conducts a detailed AMP every five years. The first AMP was completed in 2014 and a new AMP will be completed this year.

**DISCUSSION:**

Public infrastructure is central to Elgin’s prosperity and the quality of life of its residents. Most people take for granted the important role of public infrastructure and across Canada investment in these assets was inadequate as a result. Adequate municipal infrastructure such as roads and bridges are essential to economic development and citizen safety. Well maintained infrastructure is critical in sustaining a municipality as an attractive place to live and do business.

After years of freezing capital budgets, County Council recognized the shortfalls in infrastructure investment and began to increase the capital budget for linear assets in 2011 not only by inflation, but with a further \$400,000 annually. The ten-year commitment of \$400,000 incremental increases resulted in the linear asset capital budget increasing from under \$7 million to over \$11 million by 2020.

The 2014 AMP was completed by Dillion Consulting. The Dillion report concluded that the investments identified in the ten-year plan were sufficient to maintain the good condition of the road network, but further funding was required to support bridges and culverts. Dillion identified over \$30 million in bridge and culvert needs.

The County ten year-plan includes increasing investment in these assets to \$2 million annually by 2020. This level of investment will maintain the service level of this asset class, but investment to catch up with years of neglect is still required. To help address this deficit, capital surpluses on completed projects have been rolled back into the following year's capital budget. In addition, over \$1 million annually of OCIF funding has been added to the plan. Growth-related needs are another area that needs to be addressed. In the 2019 capital budget, \$690,000 was added for this purpose, and further increases funded by assessment growth will be considered for future years.

As part of a process to bring more expertise in-house, the 2019 AMP will be developed by Engineering and Finance staff and will be presented to Council later this year. In contrast to the Dillion report, the 2019 AMP will actively engage Council in establishing levels of service to ensure that the AMP best meets the needs of the community. The AMP will be consistent with the county's Official Plan and Master Plans. The 2019 AMP will determine the gap that exists between Elgin's current and projected service-levels versus the service-level needs identified by Council. Furthermore, it will identify investments required due to growth-related needs.

Ultimately, the goal will be to update the AMP annually rather than every five years. To achieve that goal, Asset Management software will be acquired to allow for staff to easily maintain evidence-based qualitative descriptions and technical metrics on the condition of all the county assets. In 2019/20 the focus will be on loading road information into the system, 2020/21 bridges and culverts, and 2021/22 buildings. An RFP will be issued and awarded later this year to allow for a detailed review of alternatives through an Expression of Interest (EOI). The local municipalities will be invited to partake in the EOI.

As part of O.Reg. 588/17, all municipalities are required to adopt their first strategic Asset Management policies by July 1, 2019 and update them at least every five years from that date. The attached draft policy will provide a framework to guide the upcoming AMP and future annual capital budget deliberations.

**CONCLUSION:**

The 2019 AMP will enable the capital budgeting inputs to be refined to better meet the needs of the community at the lowest possible lifecycle costs. Asset Management software, to be acquired later in 2019, will be a critical tool to continually refining and enhancing the decision-making process. The Asset Management policy will be the necessary framework to guide the overall process.

All of which is Respectfully Submitted

Approved for Submission

Jim Bundschuh  
Director of Financial Services

Julie Gonyou  
Chief Administrative Officer

Brian Lima  
Director of Engineering Services

# County of Elgin – Asset Management Policy

## 1. Background

The County of Elgin is committed to providing service to residents in a fiscally responsible manner that support a healthy and vibrant community. With this commitment in mind, assets must be managed in a way that allows the County to achieve its goals, plans and policies.

## 2. Purpose

The purpose of this policy is to establish consistent standards and guidelines for management of the County's assets applying sound technical, social and economic principles that consider present and future needs of users, and the service expected from the assets. This means leveraging the lowest total lifecycle cost of ownership with regard to the service levels that best meet the needs of the community while being cognizant of the risk of failure that is acceptable. The standards and guidelines must adhere to the following:

### Statutory requirements

The Infrastructure for Jobs and Prosperity Act, 2015 sets out principles to guide Asset Management Planning in municipalities in Ontario. Elgin will strive to incorporate the following principles whenever possible into the day to day operation of the County:

- **Forward looking:** The County shall take a long-term view while considering demographic and economic trends.
- **Budgeting and planning:** The County shall consider any applicable budgets or fiscal plans, such as fiscal plans released under the Fiscal Transparency and Accountability Act, 2004 and Budgets adopted under Part VII of the Municipal Act, 2001.
- **Prioritizing:** The County shall clearly identify Infrastructure priorities which will drive investment decisions.
- **Economic development:** The County shall promote economic competitiveness, productivity, job creation, and training opportunities.
- **Transparency:** The County shall be evidence-based and transparent. Additionally, subject to any prohibition under an Act or otherwise by law on the collection, use, or disclosure of information, the County shall make decisions with respect to Infrastructure based on information that is publicly available or made available to the public and share information with implications on Infrastructure and investment decisions with the Government and broader public sector entities.
- **Consistency:** The County shall ensure the continued provision of core public services.
- **Environmental conscious:** The County shall minimize the impact of Infrastructure on the environment by respecting and helping maintain ecological and biological diversity, by augmenting resilience to effects of climate change and by endeavouring to make use of acceptable recycled aggregates.
- **Health and safety:** The County shall ensure that the health and safety of workers involved in the construction and maintenance of Infrastructure assets is protected.

- **Community focused:** The County shall promote community benefits, being the supplementary social and economic benefits arising from an Infrastructure project that are intended to improve the well-being of a community affected by the project, such as local job creation and training opportunities, improvement of public spaces within the community, and promoting accessibility for persons with disabilities.
- **Innovation:** The County shall create opportunities to make use of innovative technologies, services and practices, particularly where doing so would utilize technology, techniques, and practices developed in Ontario.

In addition, the County must adhere to the requirements outlined in the Minimum Maintenance Standards currently in force and any other legislation specific to Elgin.

### **Existing Plans and Policies**

The County has developed and adopted an Official Plan, an Emergency Management Plan, a Community Improvement Plan, and an Asset Management Plan. These plans were designed to meet the legislative requirements and work together to achieve the County's mission of providing innovation and excellence in service delivery. These plans will be reviewed regularly by staff and annual spending requirements in support of the plans' objectives will be incorporated into the budgeting process. The County's plans rely to some extent on the physical assets owned by the County and the commitment of staff to ensure their strategic use. This includes the long-term maintenance, repair, and replacement of existing assets along with the acquisition of new assets to meet the evolving needs in Elgin.

In addition, the existing County policies complement the planning documents by providing details for the implementation of strategic objectives.

### **3. Scope and Responsibility**

The Treasurer will assume the lead role and be responsible for the maintenance of and reporting on the activity related to the management of County assets. The Director of Engineering Services together with the other department heads will assist in this task through the utilization of condition assessment information and service level requirements to update the long and short-term asset requirements. This information will be reviewed by staff and presented annually to Council for consideration during the budget deliberations.

### **4. Definitions**

In this policy the following definitions are used:

- a) **"Asset Management Plan"** - Means a strategic document that states how a group of assets are to be managed over time. The plan describes the characteristics and condition of Infrastructure assets, the levels of service expected from them, planned actions to ensure the assets are providing the expected level of service, and financing strategies to implement the planned actions.

- b) **“Infrastructure”** - Means municipal tangible capital assets primarily for public use or benefit.

## 5. Guiding Principles

The policy requires the commitment of key stakeholders within the County's organization to ensure the policy contains a clear plan that can be implemented, reviewed and updated.

**Council**, on behalf of the citizens, will be entrusted with the responsibility of overseeing the management of the assets. They will approve the Asset Management Planning documents and required updates every five years. They will review management's implementation of the plan as part of the annual budget process. They will support efforts to improve the plan and ensure it includes changes necessitated by updates to other County strategic documents.

**Management** will oversee the policy implementation and ensure both the Asset Management Plan and the Asset Management Policy follow Provincial Asset Management regulations. Management will ensure that current year and long-range asset requirements are incorporated into the budget presented to Council annually. Management will update the Policy and Plan to reflect changes as needed and present them for Council approval at least every five years. These changes will include those reflected in the updates to any condition assessments commissioned for assets covered by the plan.

## 6. General Policy

The Asset Management Plans and progress made on the plans will be considered annually in the development of the County's capital budgets, operating budgets, and long-term financial plans. Financing strategies will include Infrastructure grants from higher levels of government, taxation and debt.

When evaluating and prioritizing proposed projects, the County shall consider:

- a) all related capital costs and operating costs that are reasonably expected to arise over the expected useful life of the infrastructure asset; and
- b) whether the construction of the infrastructure asset would reasonably be expected to,
  - (i) be a long-term return on investment,
  - (ii) stimulate productivity and economic competitiveness,
  - (iii) maximize tax assessment values and tax base growth,
  - (iv) support any other public policy goals, and
  - (v) provide a foundation for further infrastructure projects.

Operational staff will develop capital budget requests focused on the areas of need as identified in the Asset Management Plan. Finance and engineering staff will verify that

these requests follow the Asset Management Plan in preparation for the capital budget presentation to Council.

Asset Management Planning will be aligned with the County's Official Plan. The Asset Management Plans will reflect how the community is projected to change and the related asset impact. The County will consult with those responsible for managing the services to analyze the future costs and viability of projected changes. Methods, assumptions, and data used in the selection of projected changes should be documented to support the recommendations in the Asset Management Plan.

Climate change will be considered as part of the County's risk management approach embedded in local Asset Management Planning methods. This approach will balance the potential cost of vulnerabilities to climate change impact and other risks with the cost of reducing these vulnerabilities. The balance will be struck in the levels of service delivered through operations, maintenance schedules, disaster response plans, contingency funding, and capital investments. The County will continue to work with its local municipal partners on climate change mitigation and adaptation.

The County recognizes the need for stakeholder input into the planning process and will foster informed dialogue using the best available information.

FROM: Jim Bundschuh, Director of Financial Services  
Mike Hoogstra, Purchasing Coordinator

DATE: May 31, 2019

SUBJECT: Construction Manager for Terrace Lodge Redevelopment – Contract Award

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**RECOMMENDATIONS:**

THAT the provision of Construction Management Services associated with the Redevelopment of Terrace Lodge, Request for Proposal 2019-18 submission received from D. Grant Construction Limited in the amount of \$3,474,337 (excluding HST) be awarded; and,

THAT the Warden and Chief Administrative Officer be authorized to sign the supporting CCDC-5B - 2010 agreement.

**INTRODUCTION:**

This report provides details on the Request for Proposal (RFP) process for Construction Management Services required for the redevelopment of Terrace Lodge and seeks Council's approval to award the contract. The Steering Committee approved moving forward with the Construction Manager RFP for this project at the April 11, 2019 meeting.

**DISCUSSION:**

As discussed in the report titled "Terrace Lodge Building May Update" at the May 21<sup>st</sup> Council meeting, the Construction Manager RFP was issued and closed on May 16, 2019.

The Construction Manager's role in this project is to provide pre-construction advisory services in coordination with MMMC Architects. During construction, the Construction Manager engages all Trade Contractors as subcontractors and is responsible for performance and all coordination.

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

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

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

- i) Previous experience on similar projects;
- ii) Capabilities of Team Members;
- iii) Submission content;
- iv) Evidence of budget and schedule control;
- v) References.

The second envelope (Phase 2) consisting of the corresponding price information was opened and evaluated only after the information in the first envelope (Phase 1) had been evaluated in accordance with the requirements of the RFP document.

The Construction Management firm selected by the Evaluation Committee is D. Grant Construction Limited. The total fee submitted for the Construction Management portion is \$3,474,337 (excluding HST). The proposal submitted by D. Grant Construction Limited was the highest scoring qualified proposal and thus represented the best complete quality submission.

Subject to County Council's award of this assignment as recommended, D. Grant Construction Limited will begin working with the Project Team including County Staff, the Architect and Steering Committee on the pre-construction stage. This stage includes schematic design, design development and construction document phases.

It is anticipated that the Construction Manager will be issuing bid packages to trade contractors in March 2020 so construction can commence mid July 2020.

The Steering Committee fully supports the Evaluation Committee's recommendation and looks forward to seeing the project move along successfully with the expertise of this Construction Manager.

### **CONCLUSION:**

As detailed above, the Evaluation Committee completed a 'Quality Based' evaluation and selection process in accordance with the Request for Proposal and subsequently the proposal submission from D. Grant Construction Limited was deemed the successful qualified proponent and is recommended for award.

All of which is Respectfully Submitted

Approved for Submission

Jim Bundschuh  
Director of Financial Services

Julie Gonyou  
Chief Administrative Officer

Mike Hoogstra  
Purchasing Coordinator



**CONSTRUCTION MANAGER  
TERRACE LODGE REDEVELOPMENT  
MOHLTC B&C BED DEVELOPMENT**

**REQUEST FOR PROPOSAL  
No. 2019-18**

**Closing Date and Time:  
May 16, 2019 @ 3:00 p.m. (local time)**

Issue Date: April 24, 2019

County of Elgin  
450 Sunset Drive  
2<sup>nd</sup> Floor, Financial Services  
St. Thomas, ON N5R 5V1

REQUEST FOR PROPOSAL NO. 2019-18  
 CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

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REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**DEFINITIONS AND INTERPRETATIONS**

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

1. “Addenda or Addendum” means such further additions, deletions, modifications or other changes to any Request for Proposal Documents.
2. “Architect” refers to MMMC Architects, the County’s Architect and Prime Consultant for this project.
3. “Authorized Person” means;
  - i. For a Proponent who is an individual or sole proprietor that person.
  - ii. For a Proponent which is a partnership, any authorized partner of the Proponent.
  - iii. For a Proponent which is a corporation:
    - a) any officer or director of the corporation; and
    - b) any person whose name and signature has been entered on the document submitted with the Request for Proposal, as having been authorized to participate in the completion, correction, revision, execution, or withdrawal of the submission, whether that person is or is not an officer or director.
  - iv. For a Proponent that is a joint venture, the submission shall be signed by a person for and on behalf of each joint venture or, if they warrant that they have the authority vested in them to do so, one person so authorized may sign on behalf of all joint venture’s.
4. “Construction Manager” means the Proponent whose proposal has been approved by the County and who will complete the project.
5. “County” refers to the Corporation of the County of Elgin.
6. “Designated Official” refers to the Purchasing Coordinator for the County of Elgin.
7. “Proposal” means the Response in the form prescribed by this Request for Proposal Document and completed and submitted by a Proponent in response to and in compliance with the Request for Proposal.
8. “Proponent” means the legal entity submitting a proposal.
9. “Request for Proposal (RFP)” means the document issued by the County in response to which Proponents are invited to submit a proposal that will result in the satisfaction of the County’s objectives in a cost effective manner.
10. “Successful Proponent” means the Proponent whose proposal has been approved by the County.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**SECTION 1.0 - INFORMATION TO PROPONENTS****1.1 Introduction and Background**

The County of Elgin is inviting proposals from Construction Managers to undertake the redevelopment of Terrace Lodge Long Term Care Home. The site is located at 475 Talbot Street East in Aylmer, Ontario where the County currently operates the 100 bed Home. The existing LTC Home will remain fully operational throughout the phased addition and renovation.

The successful Construction Management firm will possess the requisite technical skills to deal with the matters to be addressed in the following tasks and will be required to work directly with County staff, the public and other agencies in a professional manner. The firm, in addition to technical qualifications, must exhibit skills such as timeliness, diplomacy, tact, strong communication ability and an understanding of the County. To be considered, a proponent's average annual construction value for the past 3 years must exceed \$15M Canadian annually.

Further information regarding the scope of work is included in Section 2.0.

**1.2 Proposal Format and Delivery**

Proponents are required to submit one (1) original hardcopy and one (1) electronic copy of their proposal in two separate envelopes as described in section 3.0. All copies must be delivered to the County of Elgin, 450 Sunset Drive, 2<sup>nd</sup> Floor, Financial Services, St. Thomas, ON, N5R 5V1.

**Proposals must be received no later than 3:00 p.m. on May 16, 2019.** Proposals received at 3:00 p.m. as shown on the time stamp in the Financial Services Department are "on time" and will be accepted. Proposals received at 3:01 p.m. or later, as shown on the time stamp in the Financial Services Department will be considered late, will be rejected and returned unopened to the respective Proponent. The time stamp in Financial Services Department is the official time for the deadline for submission. No other clock or source of time will be recognized when considering the submission date and time of proposals to Financial Services.

This is a sealed proposal. All proposals shall be submitted in two separate sealed envelopes as described in section 3.0 with the submission label as provided firmly affixed to the outside of the envelope or package. All envelopes or packages must have Proponent's name and address where indicated and envelopes must be sealed.

Proposals will be officially opened after the closing time. Only the names of those Proponents submitting a proposal will be read out at the public proposal opening. No prices are to be read out, however, only once the award is made and approved by Council, the report recommending such award shall be a matter of public record, unless otherwise determined by Council.

A Proponent may request that their proposal be withdrawn. Withdrawal shall only be allowed if the Proponent makes the request in writing and the request is delivered to the Designated Official before the RFP closing time.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal prior to the closing time.

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

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

### 1.3 **Designated Official**

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

### 1.4 **Questions / Inquiries**

All inquiries regarding this *RFP* shall be directed through the Bidding System online by clicking on the “Submit a Question” button for this bid opportunity. All questions shall be submitted in writing with ample time before the deadline for submissions. Questions submitted through the bidding system are directed to the Designated Official.

The deadline for submitting questions is May 9, 2019 at 12:00 p.m. (noon).

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

### 1.5 **Site Tour & Information Meeting**

A non-mandatory site tour and Proponent’s Information meeting is scheduled for 12:00 p.m. (noon) on Friday, May 3, 2019 at Terrace Lodge LTC Home located at 475 Talbot Street East in Aylmer. Proponents shall meet at the main entrance of the Home. Proponents are asked to limit representation to one person per Proponent.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**1.6 Addenda**

The Designated Official will issue changes to the RFP Documents, which may include amendments to the submission deadline or changes in the Scope of Work or Qualifications of Proponents, by addendum only. No other statement, whether oral or written, made by the County will amend the RFP Documents. The County will make every effort to issue all addenda no later than three (3) days prior to the closing date.

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

The Proponent is solely responsible to ensure that it has received all addenda issued by the County. Proponents may in writing seek confirmation of the number of addendum issued under this RFP from the Designated Official.

**All Proponents are advised that any Addenda issued will only be posted on the bidding system website: <https://elgincounty.bidsandtenders.ca>**

It is the sole responsibility of each Proponent to check the website for any and all Addenda that have been issued for this RFP.

The Proponent shall acknowledge receipt of all addenda on the Form of Proposal – Declaration Form. Failure to complete the acknowledgement may result in rejection of the proposal.

**1.7 RFP Schedule of Events**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify or alter any or all dates at its sole discretion by notifying all Proponents in writing at the address indicated in the completed RFP submitted to the County.

Issue RFP:	April 24, 2019
Site Tour:	May 3, 2019
Last Date for Questions:	May 9, 2019
RFP Close:	May 16, 2019
Interviews/Presentations:	June 3, 2019*
Award of Contract:	June 11, 2019*

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

**1.8 Notice of No Response**

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

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

**SECTION 2.0 - TERMS OF REFERENCE**

**2.1 Proposed Development**

The site is located at 475 Talbot St. E. Aylmer, where The County of Elgin is currently operating a LTC Home. The existing 100 bed LTC will remain fully operational throughout the phased Addition and Renovation of the existing LTC Home. Approval to proceed into construction is contingent on approval by the Ministry of Health and Long Term Care (MOHLTC). Conceptual construction phasing floor plans are attached.

**2.2 Building Design and Schedule**

The scope of work includes construction of a 2-storey non-combustible addition with an area of approximately 33,400 gsf; phased major renovations of the existing bedroom wings, as well as targeted phased renovations in the shared common area. Site work may include upgrading of the hydro service, new emergency generator, grading and asphalt parking areas and landscape site improvements including landscaped resident courtyards. The CM is expected to make value engineering recommendations on the addition structure.

**2.3 Construction Manager's Services and Responsibilities**

The Construction Manager agrees to provide at a minimum the services set forth in GC2-Construction Manager's Services; of CCA Document No.5-1988.

In addition, the Construction Manager will perform the following services:

- a) Perform the normal duties of a "General Contractor".
- b) Perform all contractual, procedural and administrative discussions with subtrades and suppliers.
- c) Prepare, schedule, issue subtrade Bid packages and receive subtrade Bids. Award trade contracts in the name of the Construction Management firm to the successful subtrades and suppliers.
- d) Prepare all communications in the form of Proposed Changes (Change Notices), Quotations, Change Orders, Instructions, Progress Payments, with the subtrades and suppliers.
- e) Prepare and monitor construction schedule, budgeting and estimating. Prepare monthly progress billings, monthly schedule updates and quarterly budget updates (projection of the cost to complete).
- f) Issue cheques to subtrades and suppliers, in the name of the Construction Management firm, upon receipt of commensurate payments by the Owner.
- g) Chair and coordinate regular on-site bi-weekly construction site meetings, subtrade meetings and safety meetings. Chair and coordinate regular on-site **weekly** construction site meetings in the last 2 months prior to occupancy of each phase.
- h) Receive, stamp, **thoroughly review and comment for consistency with the construction documents**, and process shop drawings.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

- i) Coordinate the work of all subtrades and suppliers.
- j) Coordinate the services of Inspection and Testing Companies.
- k) Assume the responsibility on the Owner's behalf as the "Constructor" under the Ontario Occupational Health and Safety Act (OHSA). "Constructor" means an entity that undertakes a project for an Owner, and includes an Owner who undertakes all or part of a project when contracted with more than one contractor at the same time, on the same site.
- l) Subtrades and suppliers on all subjects pertaining to the Work shall deal only through the Construction Manager. In no instance will the subtrades or suppliers deal directly with the Owner, Architect, Engineer or their representatives.
- m) Daily co-ordination meeting with Owner's on-site rep throughout construction, given the proximity of LTC residents. Twice daily co-ordination meetings with Owner's on-site rep in the last 2 months of construction to coordinate with Owner's staff stocking the building, staff training and third party Vendors installing furniture, supplies, equipment, and IT systems.

#### 2.4 **Construction Scope**

Services in your CM Fixed Fee must include the following, to the extent required to fully respond to the project complexity and schedule; project manager, assistant project manager, project coordinator, estimating, accounting, management and scheduling of all subtrades & suppliers, site superintendent, assistant site superintendent, site layout for all subcontractors; supervision, coordination and direction of all subtrades & suppliers, general superintendent, safety manager, safety coordinator, site safety inspections, progress billings (refer to Section 2.3). Base fee must also include all 'overtime', including weekend, evening, and overnight work on the part of both office and site staff, without additional cost, as required to meet the schedule.

In the Pre-construction Stage, the construction manager's scope of work includes;

1. Schematic Design (SD); provide Class D elemental cost estimate, review and comment on the construction budget, evaluate the design and providing assistance to Owner and design team in proposing potential alternate materials and systems aligned to the construction budget; and assistance to Owner in preparation of overall project budget. In the SD phase, the CM's senior estimator is required to attend 2 consultant coordination meetings at MMMC Brantford.
2. Design Development (DD); provide Class C elemental cost estimate at 50% Design Development; evaluation of alternate materials and systems as required to align cost estimate with construction budget; and assistance to Owner in updating overall project budget. In the DD phase, the CM's senior estimator is required to attend 4 consultant coordination meetings at MMMC Brantford.
3. Construction Documents (CD); provision of Class B cost estimate at 30% Construction Documents, Class A cost estimate at 66% Construction Documents; evaluation of alternate materials and systems as required to align cost estimate with construction budget; and assistance to Owner in updating overall project budget. In the CD phase, the CM's senior estimator and the CM's project manager are each required to attend 4 different consultant coordination meetings (total of 8 during CD) at MMMC Brantford.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

4. Bidding (B); prepare list of subtrades to be invited, for Owner and consultant review and comment, issue and receive subtrade packages. Balance bids and prepare report recommendation for each subtrade package.
5. Each of the Class D, Class C, Class B, and Class A estimates, are to be completed within three weeks of receiving the consultants design documents.
6. Refer to standard CCDC5B for CM’s other typical services during the pre-construction stage.

2.5 **Preliminary Project Schedule**

The anticipated project schedule will be as follows:

Phase 1 Construct Addition	Jul 2020 to Nov 2021	(16 mon)
FF&E/Stock/Train/Pre-occupancy Insp/Move	Dec 2021	( 1 mon)
Phase 2 North Wing 1 <sup>st</sup> & 2 <sup>nd</sup> Floor Renovate	Jan 2022 to Aug 2022	( 8 mon)
FF&E/Stock/Train/Pre-occupancy Insp/Move	Sept 2020	( 1 mon)
Phase 3 South Wing 1 <sup>st</sup> Floor Renovate	Oct 2022 to Mar 2023	( 6 mon)
FF&E/Stock/Train/Pre-occupancy Insp/Move	Apr 2023	( 1 mon)
Phase 4 South Wing 2 <sup>nd</sup> Floor Renovate	May 2023 to Oct 2023	( 6 mon)
FF&E/Stock/Train/Pre-occupancy Insp/Move	Nov 2023	( 1 mon)
Substantial Performance	Dec 2023	

Construction commencement is tentatively identified as July 2020 with subtrade bid packages issued in March 2020 and close to the CM in April 2020, to realize a fully-operational building no later than the end of November 2023 (the 40 months elapsed construction includes time for correction of all deficiencies), as well as 3<sup>rd</sup> party vendor fit-up of FF&E and IT systems. The July 2020 construction start is contingent on receiving the necessary Municipal & MOHLTC approvals.

2.6 **Construction Cost Budget**

The construction budget including CM fee, abatement, and site work, is **\$23,770,900** excluding HST. It is expected that the Construction Manager will work with the owner and consultants as an integral member of the Project Team to provide Value Engineering (VE), and cost estimates, to ensure the project is completed within budget and on time.

2.7 **Property Owner**

For the purpose of WSIB Clearance Certificate information the registered property Owner is the Corporation of the County of Elgin.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**2.8 Bonds**

A 50% Performance Bond and a 50% Labour and Material Payment Bond, for the entire construction cost (including coverage for all subtrades & suppliers), will be required after award of CM Services. Although the cost to provide the 50% Performance Bond and 50% Labour and Material Payment Bond is not in the CM base fee, the unit rate quoted on the Pricing Form will set the cost per \$1000.

**2.9 Insurance**

Proof of insurability will be required from the selected CM as a pre-condition in advance of award. Although the cost to provide Insurance is not in the CM base fee, the unit rate quoted on the Pricing Form will set the cost per \$1000, and will be based on non-combustible construction.

**2.10 Regulations**

The Construction Manager must comply with the following:

- Comply with provisions of Workplace Safety and Insurance Act.
- Comply with provisions of Vacation with Pay Act.
- Comply with regulations of Unemployment Insurance Commission of Canada.
- Include for, and pay, full scale of wages as may be recognized in the project locality for all trades involved and observe recognized conditions of employment and hours of work.

**2.11 Subtrades**

The Owner reserves the right to both add and remove companies to the Construction Managers proposed list of subtrades. The Construction Manager will not award any subtrade contracts unless they are within the approved budget.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**SECTION 3.0 - PROPOSAL REQUIREMENTS****3.1 Proposal Submissions**

All proposal submissions must be submitted in **two separate envelopes** with the submission labels as provided by the County of Elgin affixed firmly to the outside of each sealed envelope with all details completed as required on the labels. The term envelope shall have the same meaning as “package”.

Both separately sealed envelopes shall be submitted at the same time.

Any submissions which contain pricing information in Envelope 1 will be rendered informal and will be disqualified. All information related to fees and expenses must be submitted in Envelope 2 only.

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

**3.2 Proposal Submission Requirements – ENVELOPE 1**

The first address label entitled “Technical Proposal” shall be firmly affixed to outside of envelope one. This envelope shall contain **one (1) hard copy** of the proposal with original signature(s) and **one (1) electronic copy**.

**The submission shall be no longer than fifteen (15) single sided pages (Arial 12 font or equivalent), excluding the CCDC 11-2016 and Curricula Vitae.** The proposal submissions must include at a minimum the following information and shall be submitted in the same sequence in order to be considered responsive.

**a) Section 1: Overview**

A narrative demonstrating the firm’s understanding of the full scope of services, reasons why the Proponent is interested in taking on this project and its familiarity with the County of Elgin. The Proponent shall identify issues and risks associated with the project, including deviations to the project plan and how they would handle and manage the risks through the course of the project.

**b) Section 2: Completed CCDC 11 – 2016 Contractor’s Qualification Statement**

Provide a completed CCDC 11 – 2016 Contractor’s Qualification Statement. To be considered, a proponent’s average annual construction value for the past 3 years must exceed \$15M Canadian annually.

**c) Section 3: Company Profile**

Provide a complete company profile including the resumes and relevant experience (while employed by the proponent) of the proposed project manager, site superintendent, & assistant site superintendent. Provide confirmation that the individuals that will serve as the key personnel for the duration of the project assignment are available to work on this project. Provide prime consultant contact info for the Project Manager & Site Superintendent last two completed projects, delivered under any construction model, with CM experience being preferred.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENTd) **Section 4: Company Experience**

Provide examples of the most recent similar completed LTC and healthcare projects, including name of project; approximate gsf; construction cost as bid and final construction cost; original schedule and actual schedule in weeks, occupancy date (final phase), owner name and contact; and the prime consultants contact info including current email address and phone number.

e) **Section 5: WSIB ‘Workplace Injury Summary Report’**

Provide a ‘Workplace Injury Summary Report’ from the Workplace Safety and Insurance Board. Provide the most recent edition.

f) **Form of Proposal - Declaration**

Include a signed and completed copy of the Form of Proposal – Declaration in envelope 1.

3.3 **Financial Submission Requirements - ENVELOPE 2**

The second address label entitled “Financial” shall be firmly affixed to the outside of envelope two. This envelope shall contain the following:

a) **One (1) completed and executed hardcopy of the Price Form** (*electronic copy not required*). Your proposal must clearly state which services are not included in your financial proposal.

b) Information on existing and any known upcoming Union Standing Agreements

**The Price Form and Union Standing Agreements shall be submitted in a sealed envelope separate from the Technical Requirements.**

3.4 **Evaluation Process**

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

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

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

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

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

To be considered for evaluation, a Proponent’s average annual construction value for the past 3 years must exceed \$15 million Canadian annually. Proponents that cannot meet this requirement will not be evaluated.

The Owner and/or consultant reserve the right to request confidential references for any of the proponent's projects listed in the CCDC11, as well as any of the proponents other projects, and factor the ratings from all references, whether completed or in construction.

The criteria below, outlines the broad specification for the proposed contract. The proposal submissions contained in Envelope 1 will provide the necessary information required to evaluate the submissions. The firms achieving a minimum score of **60/80** will be shortlisted and Envelope 2, (Financial) will be opened for consideration.

**3.5 Evaluation Criteria**

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

a) First Phase Scoring (Envelope 1)

Rated Criteria	Maximum Weight Points
Previous experience on similar projects	15
Capabilities of Team Members	25
Submission Content	10
Evidence of budget and schedule control	10
References	20

b) Second Phase Scoring (Envelope 2)

Fees	20
<b>Total Score</b>	<b>100</b>

**3.6 Ratings**

For consistency, the following table describes the characteristics attributable to particular scores between 0-10.

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0	Unacceptable	Did not submit information
1-2	Very Unsatisfactory	Very poor to unsatisfactory
3	Unsatisfactory	Minimally addresses some, but not all of the requirement of the criteria. Lacking in critical areas
4	Somewhat Unsatisfactory	Addresses most of the requirements of the criteria to the minimum acceptable level. Lacking in critical areas.
5	Somewhat Satisfactory	Addresses most, but not all, of the requirements of the criteria to the minimum acceptable level. May be lacking in some areas that are not critical.
6	Satisfactory	Adequately meets most of the requirements of the criteria. May be lacking in some areas that are not critical.
7	Good	Meets all requirements of the criteria.
8	Very Good	Somewhat exceeds the requirements of the criteria.
9	Excellent	Exceeds the requirements of the criteria in ways that are beneficial.
10	Outstanding	Proposal exceeds the requirements of the criteria in superlative ways / very desirable.

The firms achieving a minimum score of **60** will be shortlisted and Envelope 2, (Financial) will be opened for consideration.

Second Phase of Rating - The lowest fee proposed shall be awarded the full amount of points available for the fee portion of the evaluation. All higher fees proposed shall be awarded points, rounded to the closest full point for the fee portion of the evaluation by the following:

$$\text{Lowest Fee} \div \text{Proposed Fee} \times \text{Maximum Points} = \text{Total Cost Points.}$$

It should be emphasized that pricing is only one of the factors being considered in determining the most suitable Consultant.

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

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

Only the proposal response, CCDC 11-2016 document and Curricula Vitae requested will be evaluated. Proponents must include all relevant information in the required fifteen (15) page limit restriction.

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**3.7 Presentation and Interview**

The County may have the two highest scoring Proponents attend an interview to present the evaluation team with additional insight into the Proponent’s ability to meet the requirements as requested in the RFP. The County reserves the right to interview more or fewer than two Proponents based on the scoring results. Note- If the Owner elects to interview short listed proponents, the proposed Project Manager & Site Superintendent are to attend.

The interviews would be conducted by the representatives of the Evaluation Committee at the County Administration Building, 450 Sunset Drive, St. Thomas, Ontario N5R 5V1. Senior staff members to be assigned to this project must be in attendance at the interview.

Presentations shall follow this general format:

- Introduction of Proponents Project Team (5 minutes)
- Proponent Presentation of the Proposal (15 minutes)
- Questions from Interview Committee (10 minutes)
- Questions from Proponents (5 minutes)

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

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

Interview Criteria and Weighting (Second Stage if required):

<b>Criteria Category</b>	<b>Weighted Points</b>
Presentation	25
Response to Questions	10
<b>Total Weighted Points</b>	<b>35</b>

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

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CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**SECTION 4.0 - GENERAL CONDITIONS****4.1 Rights of the County**

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

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

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

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

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

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

Proposals shall remain open and subject to acceptance for a period of ninety (90) days from closing date.

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

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

**4.2 Conflict of Interest**

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

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The Proponent further declares that no member of the Council of the County of Elgin and no officer or employee of the County of Elgin will become interested directly or indirectly as a contracting party, partner, shareholder, surety, or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the money to be derived there from.

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

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

#### 4.3 **Modified Proposals**

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

#### 4.4 **Disqualification of Proponents**

More than one proposal from an individual firm, partnership, corporation or association under the same or different names will not be considered. Collusion between Proponents will be sufficient for rejection of any proposals so affected.

#### 4.5 **Confidentiality**

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

#### 4.6 **Proposal Assignments**

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

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Submissions will be solicited, received, evaluated, accepted and processed in accordance with the County's Purchasing Policy as amended from time to time. In submitting a proposal in response to this RFP, the Proponent agrees and acknowledges that it has read and will be bound by the terms and conditions of the County's Purchasing By-law. The Purchasing By-Law can be viewed on the County's website, [www.elgincounty.ca](http://www.elgincounty.ca)

**4.8 Failure to Perform**

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

**4.9 Agreement**

A Letter of Intent will be issued so the CM may proceed shortly after selection.

A written CCDC5B agreement, as amended and prepared by the County's Architect shall be executed by the County and the successful Proponent to act on behalf of Owner, including but not limited to, the role and responsibility of 'constructor'.

As per Article A-8 Options, the 'Appendix- Stipulated Price Option' will be implemented as a Change Order, after the contract is signed and competitive subtrade Bids for all bid packages have been submitted and selected for award by the project team (Owner, CM & consultants).

All unexpended allowances, contingency allowance, refundable deposits, discounts and all net cost savings will revert to the Owner.

**4.10 Insurance Requirements**

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

- a) Comprehensive general liability insurance including bodily injury and property damage liability, personal injury liability, completed operations liability, blanket contractual liability with a severability of interest and cross liability clause to a limit of no less than five million (\$ 5,000,000) dollars in respect to any one occurrence. The above-mentioned policy shall be endorsed to include the County of Elgin as an Additional Insured.
- b) Non-owned Automobile liability policy to a limit of no less than two million (\$2,000,000) dollars.
- c) The aforementioned policies of insurance shall contain or shall be subject to the following terms and conditions:
  - be written with an insurer licensed to do business in Ontario;

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- be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to Elgin County;
- contain an undertaking by the insurer to notify the County in writing not less than sixty (60) days before any material change in risk or cancellation of coverage.
- any deductible amounts shall be borne by the Proponent.
- The Proponent shall provide proof of insurance upon execution of the Agreement. Proof of insurance shall be in the form of Certificates of Insurance, in form and detail satisfactory to the County, signed by an authorized representative of the insurer. The Proponent will make available the complete original copies of all applicable insurance policies for examination if required by the County.
- Certificates of Insurance evidencing renewal or replacement of policies shall be delivered to the County of Elgin within fifteen (15) business days prior to the expiration or replacement of the current policies, without demand by the County.

**4.11 Indemnification**

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

**4.12 Compliance with the Accessibility for Ontario with Disabilities Act 2005**

The Proponent shall ensure that all its employees and agents receive training regarding accessibility as outlined in the Accessible Customer Service Standard (Ontario Regulation 429/07) and the Integrated Accessibility Standards Regulation (Ontario Regulation 191/11). The Proponent is responsible to ensure that all of its employees, volunteers and others for which the Proponent is responsible are adequately trained.

**4.13 Disqualification**

The County may, in its sole discretion, disqualify a proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the Agreement by the county, if,

- the Proponent fails to cooperate in any attempt by the County to verify any information provided by the Proponent in its proposal;
- the Proponent contravenes one proposal per Person or Entity;
- the Proponent fails to comply with the laws of Ontario or of Canada, as applicable;
- the Proposal contains false or misleading information;
- the Proposal, in the opinion of the County, reveals a material conflict of interest;
- the Proponent misrepresents any information contained in its proposal.

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Without limiting or restricting any other right or privilege of the County and regardless of whether or not a proposal or a Proponent otherwise satisfies the requirements of this RFP, the County may disqualify any proposal from any Proponent, where;

- In the opinion of the County Solicitor or the Purchasing Coordinator for the County, the commercial relationship between the Corporation of the County of Elgin and the Proponent has been impaired by the prior and/or current act(s) or omission(s) of each Proponent, including but not limited to:
  - a) Litigation with the County;
  - b) The failure of the Proponent to pay, in full, all outstanding accounts due to the County by the Proponent after the County has made demand for payment;
  - c) The refusal to follow reasonable directions of the County or to cure a default under a contract with the County as and when required by the County or its representatives;
  - d) The Proponent has previously refused to enter into an Agreement with the County after the Proponent's proposal was accepted by the County;
  - e) The Proponent has previously refused to perform or to complete performance of contracted work with the County after the Proponent was awarded the contract;
  - f) Act(s) or omission(s) of the Proponent has resulted in a claim by the County under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the Proponent on an RFP within the previous five years.
- In the opinion of County Council or the Chief Administrative Officer, or their designate, there are reasonable grounds to believe that it would not be in the best interests of the County to enter into an Agreement with the Proponent, for reasons including but not limited to the conviction or finding of liability of or against the Proponent or its officers or directors and any associated entities under any taxation legislation in Canada, any criminal or civil law relating to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation, the Environmental Protection Act or corresponding legislation in other jurisdictions, any law regarding occupational health or safety or the Securities Act or related legislation.

**4.15 Proponent's Costs**

The Proponent shall bear all costs and expenses incurred by the Proponent relating to any aspect of its participation in this RFP process, including all costs and expenses related to the Proponent's involvement in;

- the preparation, presentation and submission of its proposal;
- the Proponent's attendance at the Proponent's meeting;
- due diligence and information gathering processes;
- site visits and interviews;
- preparation of responses to questions or requests for clarification from the County;
- preparation of the Proponent's own questions during the clarification process; and,
- agreement discussions.

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The County is not liable to pay such costs and expenses or to reimburse or compensate a Proponent under any circumstances, regardless of the conduct or outcome of the RFP Process, including the rejection of all proposals or the cancellation of the RFP, and including any negligence of the County in the conduct of the RFP process.

#### 4.16 **Legal Matters and Rights of the County**

This RFP is not an offer to enter into either a bidding contract (often referred to as “Contract A”) or a contract to carry out the project (often referred to as “Contract B”). Neither this RFP nor the submission of a proposal by a Proponent shall create any contractual rights or obligations whatsoever on either the Proponent or the County.

The County may at its sole discretion change or discontinue this RFP process at any time whatsoever. The County may in its sole discretion enter into negotiations with any person, whether or not that person is a Proponent or a Short-Listed Proponent with respect to the work that is the subject of this RFP.

The County may at its sole discretion decline to evaluate any proposal that in the County’s opinion is incomplete, obscure or does not contain sufficient information to carry out a reasonable evaluation.

Without limiting the generality of the RFP, the County may at its sole discretion and at any time during the RFP process;

- reject any or all of the Proposals;
- accept any Proposal;
- if only one Proposal is received, elect to accept or reject it;
- elect not to proceed with the RFP;
- alter the timetable, the RFP process or any other aspect of this RFP; and
- cancel this RFP and subsequently advertise or call for new Proposals for the subject matter of this RFP.

In addition to and notwithstanding any other term of this RFP, the County shall not be liable for any damages resulting from any claim or cause of action, whether based upon an action or claim in contract, warranty, equity negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise of the County and including any claim for direct, indirect or consequential damages, including but not limited to damages for loss of profit, loss of reputation, injury to property and bodily injury that results from the Proponents’ participation in the RFP process, including but not limited to;

- the disclosure of a Proponent’s confidential information;
- the costs of preparation of a Proponents Proposal, whether it is accepted, disqualified or rejected;
- any delays, or any costs associated with such delays, in the RFP process;
- any errors in any information supplied by the County to the Proponents;
- the cancellation of the RFP; and

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- the award of the contract to a Proponent other than the Proponent recommended by the Proposal Review Committee.

**4.17 Human Rights, Harassment and Occupational Health and Safety**

The Proponent shall be required to comply with the County's policies regarding Human Rights, Harassment in the Workplace and Occupational Health and Safety.

**4.18 Clarification**

The County may require the Proponent to clarify the contents of its proposal, including by the submission of supplementary documentation, or seek a Proponent's acknowledgement of the County's interpretation of the Proponent's proposal.

The County is not obliged to seek clarification of any aspect of a proposal.

**4.19 Supplementary Information**

The County may, in its sole discretion, request any supplementary information whatsoever from a Proponent after the submission deadline including information that the Proponent could or should have submitted in its proposal prior to the submission deadline. The County is not obliged to request supplementary information from a Proponent.

**4.20 Default / Non-Performance**

The County will reserve the right to determine "non-performance" or "poor quality" of service and further reserves the right to cancel any or all of this contract at any time should the Construction Manager's performance not meet the terms and conditions of the RFP upon 30 days written notification to the Construction Manager.

"Non-performance" shall mean the failure to meet the complete terms and conditions of this Contract including, but not limited to, the response time. In the event of such cancellation, the County retains the right to claim damages as a result of such default.

If the County terminates the Contract, it is entitled to:

- a) withhold any further payment to the Construction Manager until the completion of the work and the expiry of all obligations under the Contract; and
- b) recover from the Construction Manager any loss, damage and expense incurred by the County by reason of the default (which may be deducted from any monies due or becoming due to the Construction Manager).

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT**SECTION 5.0 - FORM OF PROPOSAL****\*To be included in Envelope ONE\*****5.1 DECLARATION**

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

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

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

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

I/We further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation of the County of Elgin's representatives, relative to this proposal.

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

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

***ACKNOWLEDGEMENT OF ADDENDA***

I/We have received and allowed for **ADDENDA NUMBER** \_\_\_\_\_ in preparing my/our proposal.  
Insert #'s or "none"

\_\_\_\_\_  
Company Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Print Name**\*To be included in Envelope One\***

**NOTE: Failure to sign this page and return with your submission in envelope one will result in non-acceptance of your submission.**

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**SECTION 5.0 - FORM OF PROPOSAL**

**\*To be included in Envelope TWO\***

**5.2 FEE PROPOSAL PRICE FORM**

We hereby offer to perform the work outlined in the Construction Management Request for Proposal, based on CCDC5B – 2010, including the supplementary Appendix “A” – Cost of the Work, and the services and responsibilities as outlined in Appendix “B”; as stated below. As per Article A-8, the ‘Appendix - Stipulated Price Option’ will be implemented as a Change Order, after the contract is signed and competitive subtrade Bids for all Bid Packages have been submitted and selected for award by the owner’s project team.

1. A Fee for Construction Management services for the Pre-Construction, Construction, and Post-Construction Phases of the project, **including** the services of all Office personnel, all On-site supervisory personnel, all Safety Inspections & Reports, Safety manager/ supervisor, and all overhead and profit, but *excluding* defined Cost of the Work (as amended by *Appendix “A”*). Fixed Fee for CM services includes all markups for overhead and profit on extras (and credits) resulting from changes throughout construction.

1.1 CM Fixed Fee of \$ \_\_\_\_\_ dollars.

‘Construction cost’ is defined as the total of; costs based on competitive Bids for all subtrade packages, plus Division One Allowances (expected to be in the 8% range), plus a 3% construction contingency allowance on the foregoing, plus the construction managers fee, to arrive at the total ‘Construction cost’, excl HST. Unless there is a significant material change to the scope of work during construction, the Construction Management Fixed Fee will not be adjusted as a result of the actual construction cost and or construction schedule.

2. Item 2.1 to 2.3 are **included** in the Construction Management Fixed Fee, but are to be split out. Items 2.4 to 2.8 are **not included** in the Construction Management Fixed Fee.

Item	Description	Fee
2.1	All office, on-site and off-site personnel including equipment and job site trailer/office including furniture and equipment including computers, required to carry out all Construction Management and Site Management duties ( <b>included</b> in CM fixed fee above, includes amounts for 2.2 and 2.3 )	\$ _____ Per month
2.2	Site Superintendent, Layout, Assistant Site Superintendent, General Superintendent & Safety Manager/Coordinator (included in 2.1 above)	\$ _____ Per month
2.3	Job site trailer/office including furniture and equipment (included in 2.1 above).	\$ _____ Per month

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Item	Description	Fee
2.4	<b>50% Performance &amp; 50% Labor &amp; Material Payment Bond</b> Unit rate of \$ _____/\$1000 of const cost x 23,771 = Given the rate quoted for Bonds and Insurance is based on a 12 month period, and given the stated construction duration is 31 months (2.58 years), the amount entered for item 2.4 unit rate should represent 1/2.58 (0.3876%) of the total cost for 50% Performance Bond & 50% Labor & Material Payment Bond over the 31 months of construction.	\$ _____ dollars
2.5	<b>Contractors Liability Insurance</b> Unit rate of \$ _____/\$1000 of const cost x 23,771 = Given the rate quoted for Bonds and Insurance is based on a 12 month period, and given the stated construction duration is 31 months (2.58 years), the amount entered for item 2.5 unit rate should represent 1/2.58 (0.3876%) of the total cost for Contractor Liability Insurance over the 31 months of construction.	\$ _____ dollars
2.6	<b>Wrap-Up Liability Insurance \$5M/occurrence</b> Unit rate of \$ _____/\$1000 of const cost x 23,771 = Given the rate quoted for Bonds and Insurance is based on a 12 month period, and given the stated construction duration is 31 months (2.58 years), the amount entered for item 2.6 unit rate should represent 1/2.58 (0.3876%) of the total cost for Wrap-Up Liability Insurance over the 31 months of construction.	\$ _____ dollars
2.7	<b>Builders Risk Insurance</b> Unit rate of \$ _____/\$1000 of const cost x 23,771 = Given the rate quoted for Bonds and Insurance is based on a 12 month period, and given the stated construction duration is 31 months (2.58 years), the amount entered for item 2.7 unit rate should represent 1/2.58 (0.3876%) of the total cost for Builders Risk Insurance over the 31 months of construction.	\$ _____ dollars
2.8	<b>Contractors Pollution Liability Insurance</b> Unit rate of \$ _____/\$1000 of const cost x 23,771 = Given the rate quoted for Bonds and Insurance is based on a 12 month period, and given the stated construction duration is 31 months (2.58 years), the amount entered for item 2.8 unit rate should represent 1/2.58 (0.3876%) of the total cost for Contractors Pollution Liability Insurance over the 31 months of construction.	\$ _____ dollars

Rate quoted above for Bonds and Insurance is based on a 12 month period, but the rates quoted above must be held for the duration of the project, and must include coverage of all subtrades and suppliers without any requirement for additional bonding from any subtrade or supplier. The value of both Bonds must be based on the 'Construction cost' as defined, which includes the full value of subcontracts (PO's) awarded to all subtrades and suppliers (with whom the CM has a direct contractual relationship), as well as CM fee, and work provided by CM own forces. Changes to scope reconciled within the 3% construction contingency will not give rise to additional Bonding costs. Only the net amount of changes to scope that exceed the total of the 3% construction contingency plus unallocated/unexpended budget line items and/or allowances, would give rise to additional Bonding costs at the rate per \$1,000 as quoted.

- Identify a fixed fee for non-construction services (value engineering, estimating, scheduling, bidding, balancing bids & subtrade bid package reports) performed during the Pre-Construction Phase. Fixed fee for services performed during the Pre-Construction Phase is **included** in CM fixed fee quoted in line 1.1 above. Duration of this phase is approximately 12 months.

A fixed fee of \$ \_\_\_\_\_ dollars

REQUEST FOR PROPOSAL NO. 2019-18  
 CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

4. Unit rates for personnel to include the following. All board and lodging costs, vehicle & truck cost, travel to and from job site (travel time may not be invoiced as Cost of the Work), small hand tools (excluding consumables), payroll charges, all other employee related costs and benefits. Personnel are to be assigned Work commensurate with their skill and charge out rate. As an example, a Carpenter is not to be assigned general cleanup. The hourly charge out rate is extrapolated below based on anticipated FTE's for this project. Although award will factor in the extrapolated cost of line items 4.1, 4.2 and 4.3, only actual hours worked will be invoiced.

- 4.1 Working Foreman Charge out Rate (for project duration)  
 Unit rate of \$...../hour x 44 hours x 173 weeks x 1 FTE = \$.....dollars
- 4.2 Carpenter Charge out Rate (for project duration)  
 Unit rate of \$...../hour x 44 hours x 173 weeks x 3 FTE = \$.....dollars
- 4.3 Laborer Charge out Rate (for project duration)  
 Unit rate of \$...../hour x 44 hours x 173 weeks x 1 FTE = \$.....dollars

5. Include separate letter on company letterhead listing all existing and any known upcoming Union Standing Agreements that would obligate the Owner to consider only bids from union subtrades for any given subtrade package.

All amounts above, in Fee Proposal Pricing Form are *Canadian funds*, include all applicable taxes, except HST, and all expenses involved including Contractor's overhead of any kind, and profit.

Your proposal must clearly state which services are not included in your financial proposal.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Print Name

**\*To be included in Envelope Two\***

**NOTE: Failure to sign this page and return with your submission in envelope two will result in non-acceptance of your submission.**

REQUEST FOR PROPOSAL NO. 2019-18  
 CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

**APPENDIX A – CCDC5B AMENDMENTS**

Appendix “A” – CCDC5B - 2010 is hereby amended as follows:

ARTICLE A-7 COST OF THE WORK

- Paragraph 7.1.1 Add the following at the end of paragraph:  
 “, but not including personnel included in the base fixed fee.”  

Working Foreman	\$...../hour
Carpenter	\$...../hour
Laborer	\$...../hour”
- Paragraph 7.1.1(2) Delete entirely.
- Paragraph 7.1.1(3) Delete entirely.
- Paragraph 7.1.1(4) Delete entirely.
- Paragraph 7.1.2 Add the following at the end of paragraph:  
 “and are included in unit rates of paragraph 7.1.1 above,”
- Paragraph 7.1.3 Delete entirely.
- Paragraph 7.1.7 Delete entirely.  
 Note- the cost to provide (including rental) the job site trailer/office, is included in the Construction Manager’s base CM Fixed Fee.
- Paragraph 7.1.15 Revise to read: “**Site** charges **only** for long distance communication, ...”
- Paragraph 7.1.17 Add the following at the end of paragraph:  
 “excluding Safety Inspections & Reports, Safety manager/ supervisor.”
- Paragraph 7.1.21 Delete entirely.

**Supplementary Appendix “A” – Notes**

Note 1: It is the specific requirement of this RFP that the Construction Manager includes all costs for all office, on-site and off-site personnel and equipment required to carry out all Construction Management Office and Site Management duties.

Note 2: Cost of the Work will be paid as per CCDC5B - 2010, Article A-7 as amended by this proposal. Materials, products, supplies, equipment, temporary facilities (excluding site trailer/office, furniture and equipment), utilities, rental cost of large tools and equipment (excluding hand tools that are not consumed), used in performance of the contract will be paid as a Cost of the Work in addition to the CM Fixed Fee.

Note 3: Construction Management Fixed Fee quoted is to exclude costs related to items that are a Cost of the Work under CCDC5B – 2010 terms and conditions.

REQUEST FOR PROPOSAL NO. 2019-18  
CONSTRUCTION MANAGER – TERRACE LODGE REDEVELOPMENT

Note 4: Connection costs and monthly service cost for site phones and/or cell phones, and computer data line (high speed internet) are reimbursable expenses in accordance with Article A-7, paragraph 7.1.15 as amended by this RFP. All costs associated with the actual site phone and/or cell phone, computer hardware and software (computer time) are to be included in the CM fixed fee, as amended by this RFP.

Note 5: It is the intent of this Bid Call that ALL On-Site and Off-Site supervisory and management personnel required to complete the project including overtime, weekend, evening and overnight work as required to achieve the schedule in the timeline stated, be included in the CM Fixed Fee. All On-Site & Off-Site support staff assisting the Project Manager and all On-Site and Off-Site support staff assisting the Site Superintendent, Site Supervisor and/or Assistant Site Superintendent, including Layout, Safety Inspections/Reports, Safety manager/supervisor as well as General Superintendent are to be included in the CM Fixed Fee. If an Assistant Project Manager, and/or Project Coordinator, are deemed to be required by the CM, all related costs are to be included in the CM Fixed Fee.

Note 6: CCDC 5B-2010 A-7, 7.1.6 indicates that Construction Equipment is to be included in the Cost of the Work. This is defined in the document as equipment used in the performance of the Work. Equipment required for the performance of Construction Management and Site Management duties is not reimbursable, and is to be included in the CM Fixed Fee. This includes, but is not necessarily limited to, office equipment located within the site trailer (phone, cell phone, computer, air conditioner, etc.) office equipment purchased for the CM personnel.

Note 7: The intent is for the project team (Owner, CM & consultant) to reach consensus on the award of each subtrade and supplier. The CM is responsible to ensure the subtrade and supplier Bids are balanced, as per plans and specs (not qualified), prepare and forward subtrade bid package reports to the consultant and Owner. Final award will be the consensus of the project team.

Note 8: Although the Pre-Construction Phase is listed at 12 months' duration, and the fee is Fixed for the Pre-Construction Phase, if the 12 months' duration is extended by an Authority Having Jurisdiction, or the Owner, or consultants, the CM is **not** able to charge additional CM fees, unless there is a significant material change to the CM's scope of Work. Changes to the CM fixed fee would be negotiated if there is a significant material change to the Scope of Work.

Note 9: A significant material change to the scope of Work is defined as a change to the design that occurs after construction has started that increases the CM's fees (only direct costs) by more than 10%. The CM's indirect costs and/or loss of current or future profit on this or other projects are not recoverable.

Note 10: As a minimum the Site Superintendent, Assistant Site Superintendent, and all other on-site CM personnel; the standard Work week is to 44 hours per week on site. The Site Superintendent and Assistant Site Superintendent are to be dedicated solely to this project.

Note 11: If awarded the project, the proposed Project Manager, Site Superintendent and Assistant Site Superintendent are to be assigned to the project, and only after written request would the Owner consider alternate personnel.

**RETURN ADDRESS LABEL – ENVELOPE 1**

Place this label on the front of the sealed envelope (**ENVELOPE 1**) containing your proposal.

**FROM:**

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**Contact:**

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**DELIVER PROPOSAL TO:**

**County of Elgin  
450 Sunset Drive  
2<sup>nd</sup> Floor, Financial Services  
St. Thomas, ON N5R 5V1  
Attn: Mike Hoogstra, Purchasing Coordinator**

**TECHNICAL PROPOSAL - ENVELOPE 1**

**RFP No.: 2019-18**  
**Description: Construction Manager – Terrace Lodge Redevelopment**  
**Closing Date: May 16, 2019 @ 3:00 p.m. (local time)**

**Late proposals will NOT be accepted!**

**RETURN ADDRESS LABEL – ENVELOPE 2**

Place this label on the front of the sealed envelope (**ENVELOPE 2**) containing your proposal.

**FROM:**

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**Contact:**

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**DELIVER PROPOSAL TO:**

**County of Elgin  
450 Sunset Drive  
2<sup>nd</sup> Floor, Financial Services  
St. Thomas, ON N5R 5V1  
Attn: Mike Hoogstra, Purchasing Coordinator**

**FINANCIAL PROPOSAL - ENVELOPE 2**

**RFP No.: 2019-18**  
**Description: Construction Manager – Terrace Lodge Redevelopment**  
**Closing Date: May 16, 2019 @ 3:00 p.m. (local time)**

**Late proposals will NOT be accepted!**

Bids Homepage (/Module/Tenders/en/Home/BidsHomepage) Find more bids (https://www.bidsandtenders.ca) Create Account (/Module/Tenders/en/Vendor/Create/548ee837-9b6a-4d0d-b968-5fa2b8a2b0de) Login (/Module/Tenders/en/Login/Index/548ee837-9b6a-4d0d-b968-5fa2b8a2b0de)

## View Details

Return to the Bids Homepage (https://elgincounty.bidsandtenders.ca/Module/Tenders/en)

### Bid Details

**Bid Classification:** Services  
**Bid Type:** Request For Proposal  
**Bid Number:** 2019-18  
**Bid Name:** Construction Manager for Terrace Lodge Redevelopment  
**Bid Status:** **Closed**  
**Bid Closing Date:** Thu May 16, 2019 3:00:59 PM (EDT)  
**Question Deadline:** Thu May 9, 2019 12:00:00 PM (EDT)  
**Time-frame for delivery or the duration of the contract:** Refer to bid document  
**Negotiation Type:** Refer to bid document  
**Condition for Participation:** Refer to bid document  
**Electronic Auctions:** Not Applicable  
**Language for Bid Submissions:** English unless specified in the bid document  
**Submission Type:** Hard Copy Submissions Only  
**Submission Address:** 450 Sunset Drive, St. Thomas, ON N5R 5V1  
**Public Opening Address:** Yes  
 450 Sunset Drive, St. Thomas, ON N5R 5V1  
**Description:** The County of Elgin is inviting proposals from Construction Management Firms to undertake the redevelopment of Terrace Lodge Long Term Care Home. The site is located at 475 Talbot Street East in Aylmer, Ontario where the County currently operates the 100 bed Home. The existing LTC Home will remain fully operational throughout the phased addition and renovation.  
 To be considered for this project, a proponent's average annual construction value for the past 3 years must exceed \$15M Canadian annually.  
**Bid Document Access:** Bid document preview, bid opportunity, and award notices are available on the site free of charge. Proponents are not required to register for a bid opportunity prior to previewing the bid documents. To obtain an unsecured version of the bid document and/or to participate in this opportunity, an annual or a per bid fee must be paid (annual fee - \$169.95, per bid fee - \$50.85).  
**Trade Agreements:** CFTA  
**Categories:** Show Categories [+]  
Register for this Bid      Download Bid Documents

## Meeting Locations

The following are the meeting times and locations for the bid:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Terrace Lodge, 475 Talbot Street E, Aylmer	Site Tour & Information Meeting	Friday May 3, 2019 12:00 PM to 01:00 PM (EDT)	No	

Documents		
File Name	Pages	
<b>RFP Document</b> Wednesday April 24, 2019 04:24 PM	31	Download
<b>Concept Drawings &amp; Staging Plan</b> Wednesday April 24, 2019 04:25 PM	5	Download

Addenda		
File Name	Pages	
<b>Addendum 1</b> Monday May 13, 2019 08:39 AM	7	Download

Purchasing Representatives	
Employee	Email
Hoogstra, Mike	mhoogstra@elgin.ca (mailto:mhoogstra@elgi...

## Bids Submitted

The following are the unofficial bid results

Company	Contact	Results
Ball Construction Ltd.	Cochrane, Brent 5 Shirley Ave., P.O. Box 1202, Kitchener Ontario, Canada N2G 4G8	--
D. Grant Construction Limited	Willis, Steven 9887 Longwoods Road, London Ontario, Canada N6P 1P2	--

Fortis Group	Catenacci, Christian 3070 Jefferson Blvd., Windsor Ontario, Canada N8T 3G9	--
Graceview Enterprises Inc.	Van Gorp, James 51200 Yorke Line, Belmont Ontario, Canada N0L 1B0	--
Matheson Constructors Limited	Constructors, Matheson 205 Industrial Parkway North, Aurora Ontario, Canada L4G 4C4	--
Aveiro Constructors Ltd.	Department, Estimating 40 Hudson Dr., Dorchester Ontario, Canada N0L 1G5	--
POMERLEAU INC.	Pasut , David 185 THE WEST MALL, SUITE 1100, Toronto Ontario, Canada M9C 5L5	--
Reid & Deleye Contractors Ltd	Adam, Laura 4926 HWY 59 South, Courtland Ontario, Canada N0J1E0	--

## Plan Takers

The following are the plan takers for the bid:

Company	Contact
Aquicon Construction Co. Ltd.	Gizzarelli, Joe 131 Delta Park Blvd., Brampton Ontario, Canada L6T 5M8
Aveiro Constructors Ltd.	Department, Estimating 40 Hudson Dr., Dorchester Ontario, Canada N0L 1G5
Ball Construction Ltd.	Cochrane, Brent 5 Shirley Ave., P.O. Box 1202, Kitchener Ontario, Canada N2G 4G8
Bronnenco Construction Ltd.	Nguyen, Justin 1885 Blue Heron Drive, London Ontario, Canada N6H5L9
Buttcon Limited	Kaiser, Kayla 8000 Jane Street, Concord Ontario, Canada L4K 5B8
Chandos Construction	Klein, Eric 2680 Skymark Avenue, Mississauga Ontario, Canada L4W5L6
Chandos Construction Ltd.	Mitranic, Zorana Suite 200, Building 1000, 15 Sunpark Plaza SE, Calgary Alberta, Canada T2X 0M5
Collaborative Structures Limited	Blackler, Joshua 6683 Ellis Road, Cambridge Ontario, Canada N3C 2V4
D. Grant Construction Limited	Willis, Steven 9887 Longwoods Road, London Ontario, Canada N6P 1P2
Fortis Group	Catenacci, Christian 3070 Jefferson Blvd., Windsor Ontario, Canada N8T 3G9
Graceview Enterprises Inc.	Van Gorp, James 51200 Yorke Line, Belmont Ontario, Canada N0L 1B0
JR Certus Construction Co. Ltd.	Aquino, Joseph 81 Zenway Boulevard, Vaughan Ontario, Canada L4H 0S5
K&L Construction	Hodgins, Todd 27-1615 North Routledge Park, London Ontario, Canada N6H5N5
LABE	Marshall, Marty 100 East St. South, Sarnia Ontario, Canada N7T 3R1
Matheson Constructors Limited	Constructors, Matheson 205 Industrial Parkway North, Aurora Ontario, Canada L4G 4C4
POMERLEAU INC.	Pasut , David 185 THE WEST MALL, SUITE 1100, Toronto Ontario, Canada M9C 5L5

Reid & Deleye Contractors Ltd	Adam, Laura 4926 HWY 59 South, Courtland Ontario, Canada N0J1E0
Stuart Olson Construction Limited	Bertrand, Joanne 5450 Explorer Drive, Suite 301, Mississauga Ontario, Canada L4W 5N1
The London & District Construction Association	Project, LDCA 331 Aberdeen Drive, London Ontario, Canada N5V 4S4
Toronto Construction Association	Flores, Klaire 70 Leek Crescent, Richmond Hill Toronto, Canada L4L1HN
Van Horne Construction Ltd.	Estimator, Chief Suite 1M- 51A Caldari Road, Vaughan Ontario, Canada L4K 4G3
WCA	Prymack, Christine 2880 Temple, Windsor Ontario, Canada N8W 5J5

<b>Evaluation Team Member</b>	<b>Initial</b>	<b>Position</b>	<b>Evaluation Complete</b>	<b>Conflict of Interest</b>
Jim Bundschuh	JB	Director of Financial Services	Yes	No
Brian Lima	BL	Director of Engineering Services	Yes	No
David Heintz	DH	CEO, MMMC Architects	Yes	No



**CONCLUSION:**

A current load limit evaluation of the King George Lift Bridge has been undertaken as part of the engineering design process for the planned rehabilitation project anticipated to begin later this year. The consultant has recommended a posting under current conditions of 10, 14, and 18 tonnes respectively. As a result, the Bridge Weight By-Law requires amendment and the regulatory signs in advance of the bridge must be updated.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

FROM: Brian Lima, Director of Engineering Services

DATE: June 11, 2019

SUBJECT: Chatham Street Road Settlement Stabilization

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**RECOMMENDATIONS:**

THAT the County's geotechnical consultant Golder Associates be reengaged to provide the required geotechnical, detailed design, and contract administration engineering services in support of the road settlement repair on Chatham Street (CR 39) in Port Burwell to an upset limit amount of \$90,000.00 (excluding HST) be awarded; and,

THAT the \$1,000,000 identified in the latter half of the approved 10-Year Capital Budget be brought forward to fund the required road settlement repair on Chatham Street (CR 39) in Port Burwell to be completed as soon as possible.

**INTRODUCTION:**

For many years, the County of Elgin has been monitoring a road settlement, which is caused by a slope failure that is occurring on Chatham Street (CR 39) in Port Burwell. Many past temporary asphalt patch repairs have been placed in an attempt to repair the road deformation.

In 2016, then County Council allocated \$350,000 and directed staff to undertake a permanent repair of the road settlement on Chatham Street utilizing a 23 m deep steel sheet pile retaining wall system solution as recommended by Golder Associates for a total length of 71 m. However following receipt of several construction tender bid submissions valued in excess of \$850,000, then Council chose to cancel award of the tender and seek an alternative solution.

In 2017, Golder Associates provided an alternative option to improve the stability of the road in the absence of installed a retaining wall system which involved the installation of additional subsurface road drainage pipe within the vicinity of the Municipality of Bayham's distribution water main. Such alternative as recommended was undertaken later that year as an interim solution to minimize further road settlement by reducing existing saturated road subsoil loading conditions. This alternative was significantly less expensive than a retaining wall solution, however, settlement was noted to staff as likely to continue.

**DISCUSSION:**

County Engineering Services and Municipality of Bayham staff through routine monitoring recently identified that further road settlement has occurred this spring on a portion of Chatham Street in Port Burwell. This portion of the Chatham Street road allowance also contains significant buried water and sanitary infrastructure owned by

Bayham which services various settlement communities throughout the entire municipality.

In an effort to avoid future ongoing road settlement and significant risk of repeated utility failure, installation of a permanent steel sheet pile retaining wall system as previously recommended by Golder Associates is once again recommended to be completed as soon as possible.

Funds in the amount of \$1,000,000 specifically designated to address Road Slope Repairs was included in the latter half of the approved 10-Year Capital Budget, and are required to be brought forward in order to repair the existing road settlement on Chatham Street in Port Burwell. Should insufficient funds exist following tender to fund the required engineering services and construction, additional funds may subsequently need to be drawn from the County's Capital Project Reserve. The total preliminary estimated cost of the repair is \$1,200,000.

During construction, one lane of traffic will be required to remain open in order to allow access to residences, the Provincial Park, the municipality's sewage treatment facility, as well as other utilities. In order to maintain road access to these facilities, avoid disturbance of abutting private properties and potential interaction with contaminated soils, the design solution will utilize a steel sheet pile wall system. This same solution has proven to be effective on at least three other County road locations in recent years.

**CONCLUSION:**

The road settlement on Chatham Street in Port Burwell (CR 39) needs to be repaired as soon as possible. Staff is requesting that funds approved in the 10-Year Capital Budget be brought forward to complete the required repair.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

FROM: Brian Lima, Director of Engineering Services

DATE: June 11, 2019

SUBJECT: Port Bruce Bridge Replacement – Archaeological Assessment

---

**RECOMMENDATION:**

THAT the report titled “Port Bruce Bridge Replacement – Archaeological Assessment” from the Director of Engineering Services, dated June 11, 2019, be received and filed.

**INTRODUCTION:**

Following the Port Bruce, Imperial Road bridge collapse, subsequent structure removal, and temporary bridge installation in 2018, a RFP seeking interested engineering firms to provide complete project engineering services was issued in December 2018. At its meeting of February 12, 2019, County Council awarded this engineering services assignment to K. Smart Associates Limited Consulting Engineers and Planners. The engineering services assignment includes the requirements to undertake the required municipal class environmental assessment, preliminary and detailed designs, tendering, and contract administration.

This report serves to provide an update on the archaeological assessment undertaken to date as part of the ongoing municipal class environmental assessment process.

**DISCUSSION:**

**Aboriginal Consultation**

The Crown has a legal duty to consult Aboriginal communities when it has knowledge, real or constructive, of the existence or potential existence of an Aboriginal or treaty right and contemplates conduct that may adversely impact that right. The Port Bruce Bridge Replacement Project may have the potential to affect Aboriginal or treaty rights protected under section 35 of Canada’s Constitutional Act 1982. Although the duty to consult with Aboriginal peoples is a duty of the Crown, the Crown via the provincial Ministry of the Environment, Conservation and Parks (hereinafter referred to as the MECP) has delegated procedural aspects of rights-based consultation to the County of Elgin as the project proponent.

While the Crown intends to rely on the delegated consultation process in discharging its duty to consult, it maintains the right to participate in the consultation process at any time as part of a municipal class environmental assessment as it sees fit.

As part of the County's ongoing Imperial Road Port Bruce Bridge at Catfish Creek Municipal Class Environmental Assessment process, the MECP confirmed on behalf of the Crown, as has been completed to date, that the County is required to consult with the Chippewas of the Thames First Nation, Oneida Nation of the Thames, and Munsee-Delaware Nation.

Following completion and submission of the final municipal class environmental assessment report to the MECP, Ministry staff will assess the extent of any Crown duty to consult for the circumstances and will consider whether additional steps or activities should be required.

### Archaeological Assessment

Included as part of K.Smart's engineering services scope of work, they retained Detritus Consulting Limited as their archaeological specialist sub-consultant to complete a desktop Stage 1 background study and property inspection archaeological assessment in accordance with the provincial Ministry of Tourism, Culture, and Sport guidelines. Required as part of such assessment, Detritus determined based on their geographic, land use and historical research that there was a potential for archaeological sites. In accordance with Ministry's Standards and Guidelines pertaining to such potential, a Stage 2 archaeological assessment was required to be undertaken.

A Stage 2 archaeological assessment involves physical inspection and surveying the property location to identify any archaeological resources on the property to be impacted by the project. Upon completion of the Stage 2 archaeological property assessment field work completed on Friday, May 31, 2019, five locations containing both Pre-contact Aboriginal material as well as Euro-Canadian historic artifacts were identified. Due to the quantity of artifacts recovered, in accordance with the ministry's Standards and Guidelines a further Stage 3 site assessment of the five locations is now required to be undertaken to determine their significance. The projected cost associated with completing this additional work is approximately \$35,000, and is expected to take four additional weeks to complete.

As part of a Stage 3 site-specific assessment, Detritus will accurately determine the size of the archaeological site, evaluate its cultural heritage value or interest and, where necessary, make recommendations of a final Stage 4 mitigation (either excavation or avoidance) strategy.

Included as part of staff's ongoing proactive Aboriginal consultation efforts, field liaison representatives from all consulted Aboriginal communities were invited to participate as part of the ongoing archaeological assessment field work. Only one representative from the Chippewas of the Thames First Nation accepted such invitation and will continue to participate upon completion of the various required assessment stages.

Upon completion of the archaeological assessment, Detritus will prepare and submit a final to the Ministry of Tourism, Culture, and Sport for their review to ensure that our licensed archaeologist met the terms and conditions of his or her licence, including the ministry's requirements for fieldwork and reporting, and will confirm that any archaeological sites found were properly conserved.

## Anticipated Project Timeline

Having regard for the additional aforementioned archaeological assessment requirements, the following is a revised anticipated project schedule:

1. *Provision of a required Municipal Class Environmental Assessment Public Information Centre – June 2019*
2. *Completion of the draft Environmental Study Report project file and public advertisement of the Notice of Study Completion – July 2019*
3. *Completion of the Replacement Bridge Detailed Design – September 2019*
4. *Tender Call – October 2019*
5. *Tender Award & Potential Construction Commencement – November 2019*

Note: Such schedule is contingent on receipt of no Municipal Class Environmental Assessment Part II Order bump-up requests; receipt of all required provincial and federal ministry permits; and no additional archaeological assessments required beyond Stage 2.

## **CONCLUSION:**

On Friday, February 23, 2018 the Imperial Road bridge over Catfish Creek in the village of Port Bruce collapsed. Approximately six months later a temporary bridge was installed and opened to traffic that restored the north-south connection. With the award of engineering services for the replacement of the Port Bruce bridge awarded to K. Smart Associates Limited Consulting Engineers and Planners, they are currently undertaking the required municipal class environmental assessment, and proceed to preliminary and detailed design thereafter.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

FROM: Brian Lima, Director of Engineering Services

DATE: June 11, 2019

SUBJECT: Port Stanley Fire Hall Relocation

---

**RECOMMENDATIONS:**

THAT the report titled “Port Stanley Fire Hall Relocation” from the Director of Engineering Services, dated June 11, 2019, detailing the various County road improvements resulting from completion of the Port Stanley – ‘Little Creek West Lands’ Residential Development Transportation Impact Study as prepared by Dillon Consulting Limited, be received and filed;

THAT County Council close and transfer to the Municipality of Central Elgin a portion of the Sunset Road (CR 4) allowance with an area of approximately 2,144 square meters as identified on the revised site plan in exchange for the Municipality of Central Elgin transferring to the County of Elgin a portion of property with an area of approximately 145 square meters to be combined with East Road (CR 23), plus financial compensation for the difference in land area of approximately 2,000 square meters; and,

THAT all legal and surveying costs to facilitate the property transactions be borne entirely by the Municipality of Central Elgin.

**INTRODUCTION:**

The village of Port Stanley in the Municipality of Central Elgin is experiencing growth and this growth has the potential to have an impact on Elgin County roads. In addition to various proposed development applications, Central Elgin is moving forward with plans to construct a new Port Stanley fire hall on a recently acquired municipality owned property that is located at the southwest corner of the intersection of East Road (CR 23) and Sunset Road (CR 4).

To ensure both organizations understood how future proposed development in the village impacts both Port Stanley and County roads, a jointly funded village wide traffic impact study was recently completed by Dillon Consulting Limited that reviewed existing and forecasted traffic volumes, turning movements and identified both future intersection locations and intersection improvements.

This report details the respective county road study finding implications, and property acquisition requirements as requested by the Municipality of Central Elgin in support of their proposed revised fire hall location.

## **DISCUSSION:**

### Little Creek West Lands Residential Development Traffic Impact Study Findings

Dillon Consulting Limited was retained by the Municipality of Central Elgin in partnership with County Engineering Services to carry out a Transportation Impact Study for the proposed 'Little Creek West Lands' residential development to be located on East Road between Hill Street and just south of Erie Heights Way.

The residential development proposes a range of mixed uses which include single-family, semi-detached, townhomes, apartment units. The anticipated year of build-out of the development is 2023. Additional other existing and proposed area developments were also included in the analysis. For your reference Appendix A details the study area.

The traffic analysis completed by Dillon showed that all intersections and turning movements within the study limits will operate below capacity for all time periods and horizons. However, the following minor intersection modifications and mitigation measures are recommended for implementation by the County to improve the safety and traffic operations during the existing and future build-out conditions:

- Provide a 25 m northbound left lane from Colborne Street (CR 4) to Warren Street (CR 21);
- Provide a 40 m eastbound left turn lane from Warren Street (CR 21) to Colborne Street / Sunset Road (CR 4);
- Provide either a 25 m northbound left turn lane from East Road (CR 23) to Sunset Road (CR 4), or a channelized right turn from East Road (CR 23) to Sunset Road (CR 4); and,
- Provide a 15 m northbound left turn lane from East Road (CR 23) to Hill Street.

### Proposed New Port Stanley Fire Hall

The Municipality of Central Elgin proposes to construct a new fire hall at the intersection of Sunset Road (CR 4) and East Road (CR 23). The municipality had previously proposed a conceptual site plan which detailed two-way access entrances fronting both Sunset Road and East Road. However the existing configuration of the intersection presented significant intersection sight distances challenges. In order to accommodate such original proposal, the intersection would have warranted realignment by 125 m to the north providing more optimal design vehicle sight distance angles.

The municipality revisited its original proposal and now proposes a revised alternative fire hall site plan which includes exclusive one-way inbound access entrance from East Road and exclusive one-way outbound egress to Sunset Road. For your reference Appendix B details the revised Port Stanley Fire Hall conceptual site plan.

Based on the traffic analysis completed by Dillon, the re-designed exclusive one-way site plan entrance layout provides safe intersection sight distances for access and egress to the site while maintaining the existing location of the intersection of Sunset Road and East Road.

In an effort to accommodate the municipality's revised site plan proposal, purchase of road allowance property has been requested by the municipality from Sunset Road. Additionally, a portion of East Road which has been constructed on private property currently owned by the municipality requires correction, and thus conveyance of a portion of such impact property to the County is also being offered.

Sunset Road was previously owned by the Ontario Ministry of Transportation and was realigned within the vicinity of East Road, thereby creating an expanded road allowance width beyond the 36.5 m maximum road allowance width requirement as detailed in the County's Roads Plan and Policies document prepared by F.R. Berry and Associates in 2009, and endorsed by then Council.

In an effort to satisfy the Municipality of Central Elgin's desire to construct the new fire hall as per the revised site plan, the municipality is requesting the following consideration from the County of Elgin:

1. The County of Elgin close and transfer to the Municipality of Central Elgin a portion of the Sunset Road allowance with an area of approximately 2,144 square meters as identified on the revised site plan in exchange for the Municipality of Central Elgin transferring to the County of Elgin a portion of property with an area of approximately 145 square meters, plus financial compensation for the difference in land area of approximately 2,000 square meters; and,
2. The cost of all required legal and survey work to facilitate the property transactions would be borne solely by the Municipality of Central Elgin.

### **CONCLUSION:**

In consideration of development both currently being realized and planned for in the village of Port Stanley, the County of Elgin in partnership with the Municipality of Central Elgin recently proactively completed a traffic impact study which recommended improvements to various County road intersections to ensure our collective road network meets the needs of the travelling public, now and in the future, by protecting the integrity and functionality of those roads.

The Municipality of Central Elgin continues to proceed with plans to construct a new fire hall to service the existing and future needs for the village of Port Stanley and surrounding area. As part of its revised site plan proposal, conveyance of a portion of the County's Sunset Road (CR 4) allowance is requested, while a portion of private property owned by the municipality is required by the County for incorporation as part of East Road (CR 23). Staff thereby recommends preparation of the associated property purchase of sales agreement(s) between the County of Elgin and the Municipality of Central Elgin.

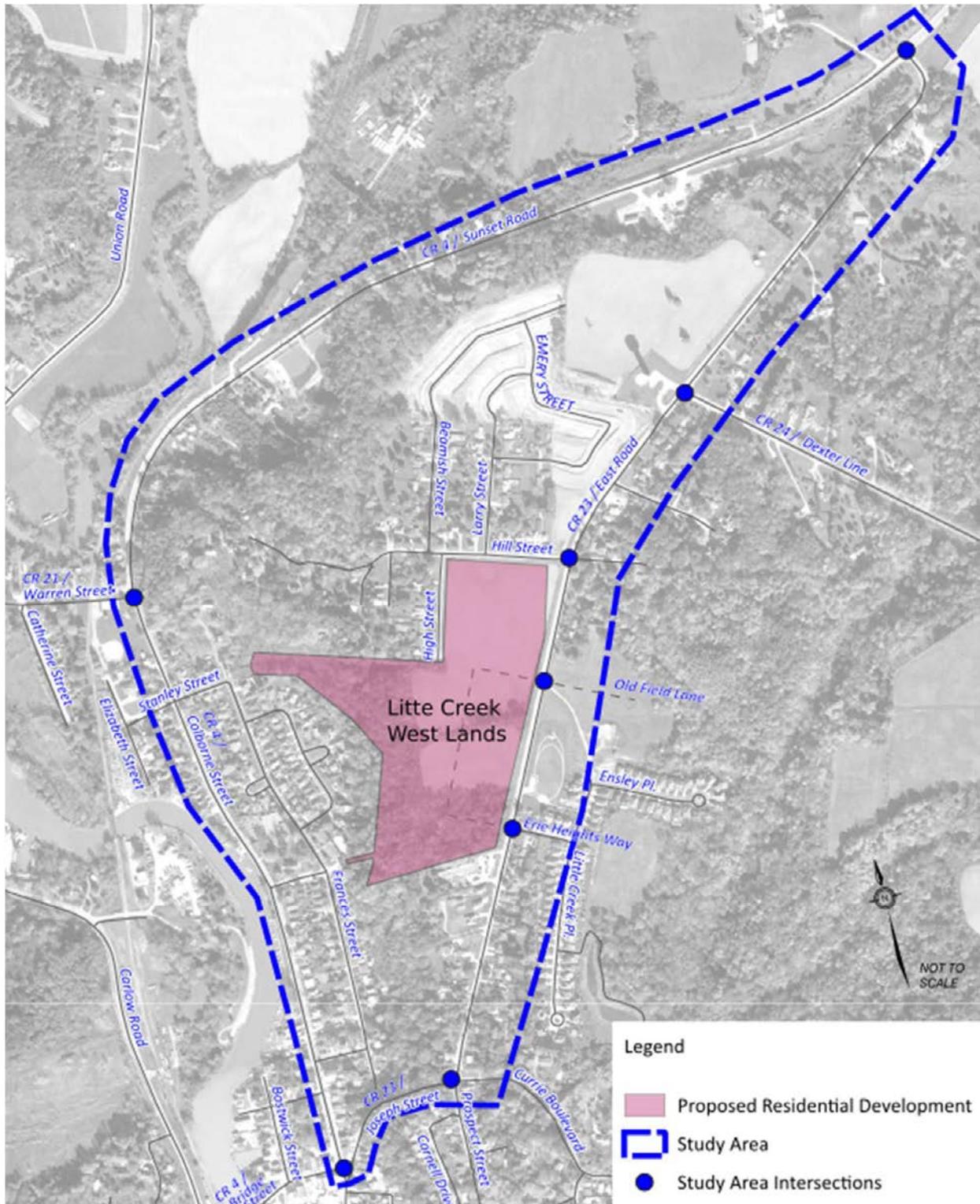
All of which is Respectfully Submitted

Approved for Submission

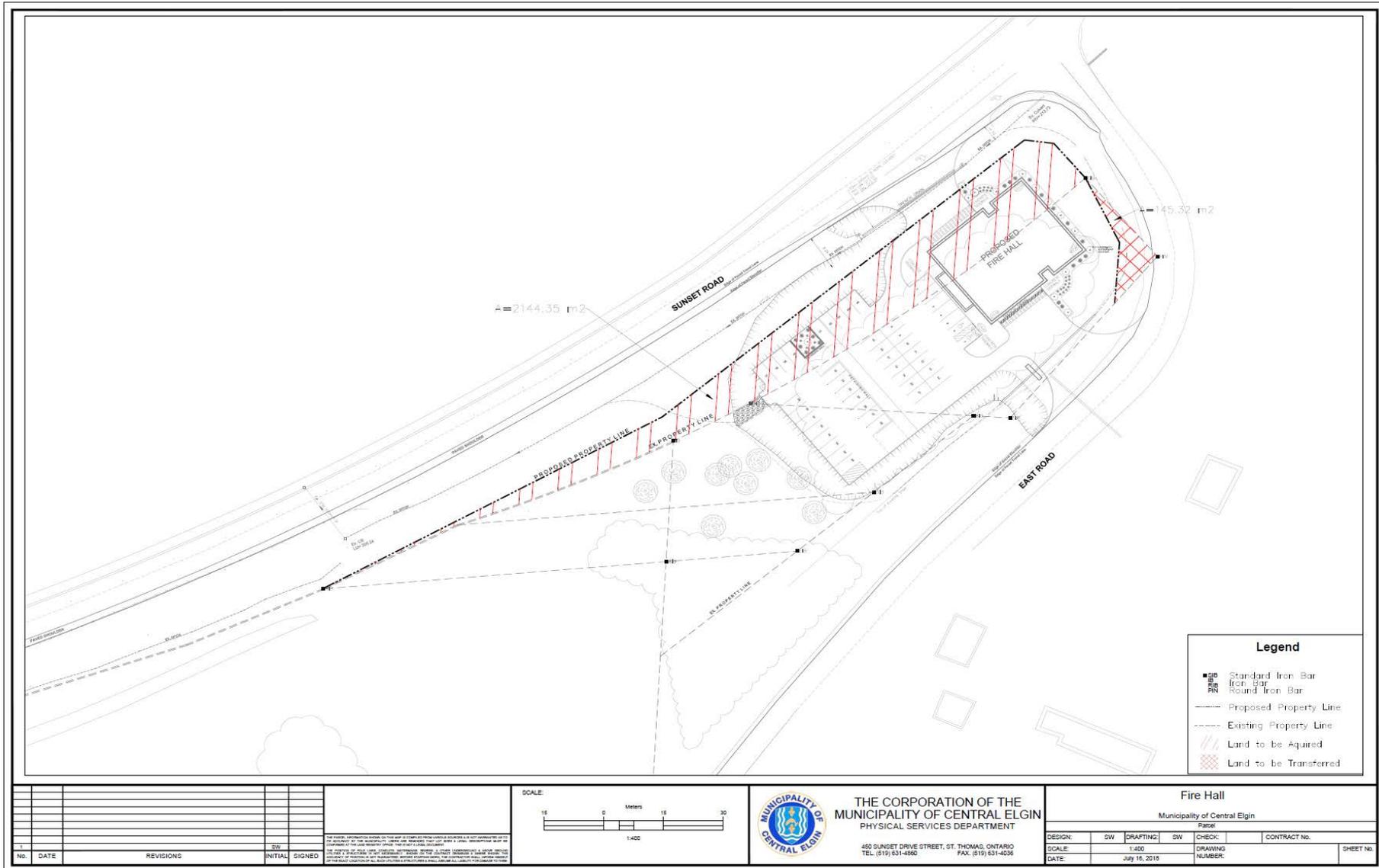
Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

## Appendix A - Proposed 'Little Creek West Lands' Residential Development and Study Area Intersections



## Appendix B – Revised Proposed Port Stanley Fire Hall Site Plan



FROM: Brian Lima, Director of Engineering Services  
Mike Hoogstra, Purchasing Coordinator

DATE: May 30, 2019

SUBJECT: St. George Street Bridge Deck Replacement – Partnership with the City of St. Thomas

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**RECOMMENDATION:**

THAT the report titled St. George Street Bridge Rehabilitation – Partnership with City of St. Thomas from the Director of Engineering Services and the Purchasing Coordinator dated May 30, 2019 be received for information.

**INTRODUCTION:**

This report provides details on a partnership between the City of St. Thomas and County of Elgin for the bridge deck replacement of the St. George Street Bridge which is jointly owned by both municipalities, and a recent award of engineering services to GM Blue Plan Engineering in response to the City's Request for Proposal No. 2019-19, Consulting Services St. George Street Bridge Deck Replacement as guided by their purchasing policy.

**DISCUSSION:**

As part of the County's approved 2019 capital program, the County in partnership with the City of St. Thomas will undertake the bridge deck replacement on the existing St. George Street Bridge which crosses Kettle Creek and forms the boundary between the Municipality of Central Elgin and the City.

The bridge previously underwent rehabilitation in 2001 to repair concrete delamination discovered in a 1996 bridge deck condition survey completed by Golder Associates. An updated Ontario Structure Inspection Manual inspection completed on July 31, 2018 identified and recommended deck replacement as well as rehabilitation and repair of damaged materials.

As guided by and in accordance with the City's purchasing policy, Request for Proposal No. 2019-19, Consulting Services St. George Street Bridge Deck Replacement seeking professional services from interested engineering firms was recently released by City staff to provide complete specialized structural project engineering, detailed design, and administration services in support of the project.

This engineering assignment will undertake the required detailed design, tendering, and contract administration in the following two (2) phase deliverables:

- Phase 1: Design including investigation, engineering up to tender
- Phase 2: Construction including contract administration and site inspection

The complete RFP document and all supporting Addenda are attached to this report as Appendix A.

Information was advertised and posted on the City's Bid Portal page <https://stthomas.bidsandtenders.ca> including RFP dates, and proposals submitted.

The Evaluation Committee consisting of both County and City engineering staff utilized the following technical and qualitative evaluation criteria based on the information provided by proponents:

- i) Proponent's understanding of the project objectives and requirements;
- ii) Proponent's Project Manager and team experience and qualifications;
- iii) Proposed work plan, schedule, and time/task matrix; and,
- iv) Fee Proposal

The firm that was selected by the Evaluation Committee and subsequently awarded the engineering assignment by the City is GM BluePlan Engineering Limited. The total cost for Engineering Services is \$102,145.00 (excluding HST). The proposal submitted by GM BluePlan Engineering Limited was the highest scoring qualified proposal out of seven (7) submissions received and thus represented the best complete quality submission.

GM BluePlan Engineering Limited contemplates completing Phase 1 (detailed design and approvals) deliverables in December 2019, Phase 2 (tender construction) deliverables in January 2020, and construction anticipated to commence thereafter in April 2020.

As part of the approved 2019 Capital Budget development, County and City staff had several discussions on cost sharing and anticipated project costs. Accordingly, County staff budgeted \$60,000 in 2019 to complete the County's equal share (50/50) of the required engineering services phased deliverables, and has also budgeted \$450,000 in 2020 to account for the County's estimated equal share of the construction cost.

**CONCLUSION:**

As detailed above, the Evaluation Committee completed its evaluation and selection in accordance with the Request for Proposal No. 2019-19, Consulting Services St. George Street Bridge Deck Replacement, and subsequently the proposal submission from GM BluePlan Engineering Limited was deemed the successful qualified proponent and have already been awarded the assignment by the City of St. Thomas staff in accordance with the City's purchasing policy; whereby staff can authorize the approval of a competitive procurement process award provided the total cost is within the council approved budget for a project with a procurement value from \$50,000 up to \$250,000.

All of which is Respectfully Submitted

Approved for Submission

Brian Lima  
Director of Engineering Services

Julie Gonyou  
Chief Administrative Officer

Mike Hoogstra  
Purchasing Coordinator

**APPENDIX A – Request for Proposal No. 2019-19, Consulting Services St. George Street  
Bridge Deck Replacement**



**REQUEST FOR PROPOSAL  
No. 2019-019  
CONSULTING SERVICES  
St. George Street Bridge – Deck Replacement**

**ELECTRONIC BID SUBMISSIONS ONLY, shall be received by  
the Bidding System, no later than  
2:00:00 p.m. local time,  
on Thursday, May 1, 2019.**

**HARD-COPY PROPOSAL SUBMISSIONS SHALL NOT BE  
ACCEPTED**

**1. INTENT AND BACKGROUND****1.1 Intent**

The City of St. Thomas (the City) in partnership with Elgin County (the County), collectively “the Agencies”, is seeking professional services from a consulting engineering firm to complete the engineering for a deck replacement on the existing St. George Street Bridge.

Consulting engineering firms should submit a proposal which includes; required investigation (surveying, cores etc.), preliminary design, detailed design, site visits, approvals, preparation of a tender package, contract administration, site inspection during construction, all associated fees for engineering services, sub-consultants, and estimated costs to complete the work as identified within the body of this Request for Proposal (RFP).

**1.2 Background**

The St. George Street Bridge was built in 1966 with A.M. Spriet & Associates Ltd, providing the engineering services. It is a concrete two lane bridge on St. George Street bridging the boundary between the City and the Elgin as such it is a jointly shared structure.

The bridge underwent rehabilitation in 2001 to repair the delamination discovered in the 1996 Bridge Deck Condition Survey completed by Golder Associates. This consisted of joint repairs with an injectable silicone material as shown in the attached photos (see available information), as well as the removal of delaminated concrete and restoration with a silica concrete wearing surface, which remains to this day.

**1. SCOPE OF WORK**

In general the project is divided into two (2) phases as follows:

Phase 1 – Design including Investigation, Engineering and Design up to Tender

Phase 2 – Construction including contract administration and site inspection

Phase 1 includes the following:

1. Contacting the local Conservation Authority and all relevant Provincial and Federal agencies and prepare applications for approvals as required. Application fees will be paid by the City.
2. Reviewing all the available documents and investigate the existing conditions. Conduct a site investigation to assess the site specific requirements related to the bridge including, but not necessarily limited to, the requirements of the Canadian Highway Bridge Design Code CAN.CSA S6-14 (Bridge Code), MTO Structural Manual and all other applicable MTO Directives. Site investigation shall include obtaining all required structure dimensions, assessment for removal of the existing bridge deck, road reconstruction requirements, environmental protection requirements and the traffic control requirements during construction.
3. Conducting a structural investigation, including collection and analysis of beam core samples to determine the current bearing capacity of the existing pre-cast concrete beams, in order to determine the possibilities of; waterproofing and asphalt paving, deck thickness meeting current Bridge Code Standards and additional width for a protected sidewalk.
4. Carrying out all field survey work necessary in UTM 17 North CSRS v6-2010 and tied to the City's control network with minimum two redundant ties included in the submitted Digital AutoCAD file.
5. Investigating and confirming the present location(s) of all utilities potentially impacted by the project. Coordinating with the utility companies any possible utility stake outs and/or relocation as required.
6. Investigating alternative designs and construction methods using value engineering and recommending the most cost-effective design, taking into consideration all parameters; performing life cycle cost analyses in accordance with the MTO Financial Analysis Manual. Preparing technical memorandum complete with recommended option for review and teleconference to discuss.
7. Preparing a preliminary design including a list of specifications and construction cost estimate. City title block to be incorporated (to be provided upon award).

8. Based on the approved preliminary design, prepare 90% design of the proposed structure and the necessary road work ensuring that they conform to all current City and Provincial standards and specifications. Include drawings, draft specifications and cost estimate.
9. Preparation of tender documents in the City's format (to be provided upon award) including drawings, specifications, form of tender and cost estimate. This task will mark the end of Phase 1.

Phase 2 includes the following:

1. Carrying out all contract administration and site inspection services for the duration of construction. This includes pre-construction meeting, quality control testing, reviewing all shop drawings, traffic control plans, confirming quantities, reviewing and preparing progress payments, site visits during construction for inspection and quality assurance purposes.
2. For the purposes of this proposal, it is expected that the successful consulting engineer would submit their fees and services based on four (4) months of construction with two (2) site visits per week.

General:

These requirements represent a minimum expectation for the deliverables expected of the Consultant. However, it remains the responsibility of the Consultant to propose and undertake a work plan that includes all necessary tasks and level of effort to deliver the technical and project management services necessary to ensure the Agencies meet their public consultation obligations.

Should additional services be proposed, the Agencies reserve the right, in their absolute sole discretion, to assign value or not to those additional services in the evaluation of submitted proposals.

**2. MEETINGS**

Progress meetings/teleconferences are to be included for project commencement, alternative design technical memorandum review, preliminary design, 90% and Issued for Tender submissions. The consultant shall be responsible for the taking and distributing of minutes, preparing agendas, preparing technical summaries and drafting responses to agency comments/concerns.

**3. DELIVERABLES**

The successful consultant shall be responsible for providing the following to the satisfaction of the Agencies, with all printed material to be fully reproducible:

- Design drawings, specifications, cost estimate and tender document (as applicable) (Preliminary Design, 90% Design, and Issued For Tender milestone submissions);
- All required approvals;
- Contract documents, tender items, and specifications in the City's standard format;
- Any additional documentation pertaining to the project within the scope of work;
- Site inspection and contract administration including weekly reports.

**4. AVAILABLE INFORMATION**

The attached items for reference for this RFP are as follows:

- 026-010 Bridge CE St. George Street Drawings 2000 1996 1966
- 026-010 Bridge CE St. George Street Golder Associates Bridge Deck Condition Survey 1996
- 026-010 Bridge CE St. George Street Notes
- 026-010 Bridge CE St. George Street Pictures 2001 1985
- 026-010 Bridge CE St. George Street Soil Investigation Report 1966
- B-013 - St. George St KC

Upon being selected as the successful Consultant, additional information will be circulated as required including city benchmarks, road drawings etc.

**5. PROJECT TIMELINE**

This timeline reflects the Agencies intent for receiving and evaluating proposals and is subject to change.

<b>Item</b>	<b>Date</b>
Submission of Proposals	May 1, 2019
Award of Consulting Assignment	May 21, 2019
Anticipated Project Commencement	June 3, 2019
Preliminary Design/Technical Memo	August 16, 2019
Final Design	November 29, 2019
Tender Package Completion/Tender Date	December 20, 2019
Construction	Spring 2020

Components of the Proponent's schedule shall be determined based on their available resources to complete the work in a timely manner.

The Proponent shall submit a detailed project schedule in Gantt chart format that meets the requirements above. The schedule shall be updated and submitted on a monthly basis.

**1. CLOSING DATE AND TIME REQUIREMENTS**

**ELECTRONIC PROPOSAL SUBMISSIONS ONLY**, shall be received by the Bidding System, no later than **2:00:00 p.m. local time, on May 1, 2019.**

Hard-copy proposal submissions shall **not** be accepted.

All Proponents shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Proponent to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

Proponents are cautioned that the timing of their Proposal Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Proponent, as Bid transmission can be delayed in an **"Internet Traffic Jam"** due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that Proponents allow sufficient time to upload their Proposal Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The time of receipt shall be determined by the City's Bidding System web clock.

The Bidding System will send a confirmation email to the Proponent advising that their bid was submitted successfully.

Late Proposals shall not be accepted by the City's Bidding System.

**2. PROPOSAL SUBMISSION REQUIREMENTS**

Proponents shall upload a PDF Proposal Submission to the Bidding System. The Proposal Submission shall comprise of one (1) proposal submission file:

- Digital copy of the technical proposal is not to exceed 10 pages (excluding appendices)
- Project Schedule, Time-Task Matrix, and other items may be included as appendices
- Cost submitted through the City's Bidding System

The submission shall follow the outline indicated below.

**2.1 Work Program**

- 2.1.1 An outline of the Proponent's understanding of the assignment and proposed approach broken down by major tasks and activities.

- 2.1.2 A Gantt chart for the project schedule showing all major tasks, project team meetings and/or intervention points.
- 2.1.3 Time/task matrix showing the personnel assigned to the project, hours that will be allocated/required per person for each task of the project. See example time/task matrix below.
- 2.1.4 The information that will be required to complete the project.

**2.2 Organization of the Project Team**

- 2.2.1 Qualifications and the related experience of the Project Manager and key staff;
- 2.2.2 Source of required expertise (internal, external or association);

**Consulting Services – EXAMPLE TIME/TASK MATRIX\***

	Project Manager	Process Engineer	Pumping Station Design (CADD)	Senior Modeller	Electrical Engineer	Instrumentation and Controls	Intermediate Hydraulic Modeller	Engineer-in-Training	Technical Adviser	QA/QC	Administrative Support	Total Hours
<b>Phase 1 - Preliminary Design</b>												
Overall Project Management & Administration	8										16	24
Project Meeting No.1 (Project Initiation and Site Meeting with City Staff)	2	2										4
Review of Existing Information (incl. As-Built) and Confirm Potential Data Gaps		2		2				4				8
Review and Confirm Design Criteria with City Staff		4		4								8
Validate/Update Existing Hydraulic Model Based Upon Available Data				24			20					44
Technical Memorandum No.1	2			12			8			1		23
Project Meeting No.2 (Review Modelling Results with City Staff)	2	2		6								10
Prepare Preliminary Construction Cost Estimate (incl. Design, Tendering and Construction Costs) - To be Included in 60% Design Package		8						8	1			17
Prepare Preliminary Design Technical Specifications - To be Included in 60% Design Package	2	12			2	2		16				34
Prepare Preliminary Design Brief - To be Included in 60% Design Package	2	24						24				50
Development of Preliminary Design Package - 60% Design Package (Tech Memo, Specifications, Drawings, Equipment Selection and Cost Estimate)	2	2						4		2		10
Project Meeting No.3 (Review Preliminary Design Package, Solicit City Comments)	2	2										4
	<i>Subtotal (hrs)</i>											226
<b>Phase 2 - Detailed Design &amp; Tendering</b>												
Overall Project Management & Administration	8										20	28
Obtain Required Approvals		2						8				10
Update Preliminary Construction Cost Estimate (incl. Design, Tendering and Construction Costs) - To be Included in 90% Design Package		2						4				6
Prepare Design Technical Specifications - To be Included in 90% Design Package	2	4			2	2		16				26
Prepare Design Drawings - To be Included in 90% Design Package	2	2	40		2	2						48
Prepare Design Brief - To be Included in 90% Design Package	2	4						8				14
Development of Design Package - 90% Design Package (Tech Memo, Specifications, Drawings and Cost Estimate)	2	4						8	1	2		17
Project Meeting No.4 (Review 90% Design Package & Solicit City Comments)	2	2										4
Tender (100%) Construction Cost Estimate		4						4				8
Prepare Design Technical Specifications and Contract Documents (in City's Standard Format) - To be Included in Tender (100%) Design Package	2	4						4				10
Prepare Design Drawings - To be Included in Tender (100%) Package	2	2	12									16
Project Meeting No.5 (Review Tender (100%) Design Package & Solicit City Comments)	2	2	2									6
Finalize Contract Documentation and Tender Package and Submit to Purchasing/Department for Tendering	2	2	4					4		1		13
Project Meeting No.6 (Pre-Tender Meeting with Contractors)	2	2						2				6
Answer Questions and Issue Addenda			3		2	2		4				14
	<i>Subtotal (hrs)</i>											226
	<i>Total (hrs)</i>											452
% of Hours (to nearest %)	11%	19%	22%	11%	2%	2%	7%	24%	1%	1%	5%	

\*This is an example Time/Task Matrix. Actual tasks for the assignment shall be determined by RFP requirements and Proponent's understanding to complete the project.

- 2.2.3 Tasks to be undertaken and estimated time requirement.

The project team shall not be changed without the express written consent of the City. The City reserves the right to request changes to the project team.

**2.3 Fees and Expenses**

Proponents are required to complete the electronic Pricing Schedules in the Bidding System. The proposal must include an upset cost estimate, which will not be exceeded without prior written approval from the client, including all engineering fees, sub consultants and disbursements.

Hourly rates for each team member are to be provided.

**2.4 References**

Proponents shall provide a list of references and individuals who may be contacted to discuss previous projects in the Bidding System. Provide reference to three (3) similar projects completed by your firm, one (1) project must have been completed in the last three (3) years.

**3. QUESTIONS / DISCREPANCIES**

If a Proponent needs to address any discrepancies, errors and/or omissions in the Bid Document, or if they are in doubt as to any part thereof they shall submit questions in writing through St. Thomas' Bidding System using the "Submit Question" feature associated with the Bid Solicitation.

**4. ADDENDA**

**4.1** Proponents shall acknowledge receipt of any addenda when submitting their Proposal through the Bidding System. Proponents shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Proponent can submit their Proposal submission online.

**4.2** Addendum/Addenda will typically be issued through the Bidding System, Forty-eight (48) Hours prior to Closing Time and Date.

**4.3** In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Proponent to have received all Addendum/Addenda that have been issued. Proponents should check online at <https://stthomas.bidsandtenders.ca> prior to submitting their Proposal and up until Proposal closing time and date in the event additional addendums are issued.

The City encourages Proponents not to submit their Bid prior to forty-eight (48) hours before the Proposal closing time and date, in the event that an addendum is issued. If a Proponent submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall WITHDRAW their Proposal submission and change their Proposal submission to an INCOMPLETE STATUS

(NOT accepted by the Owner) and the Withdrawn Bid can be viewed by the Proponent in the "MY BIDS" section of the Bidding System. The Proponent is solely responsible to:

- i) make any required adjustments to their Bid; and
- ii) acknowledge the addendum/addenda; and
- iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

**NOTE:** Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://stthomas.bidsandtenders.ca> website and create a separate vendor account.

#### 5. **WITHDRAWAL/EDIT BIDS**

Proponents may edit or withdraw their Proposal Submission prior to the closing time and date. However the Proponent is solely responsible to:

- i) Ensure the re-submitted bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. local time, on the Bid Closing Date.

#### 6. **EVALUATION AND SELECTION CRITERIA**

##### 6.1 **Evaluation Team**

The Evaluation Team will consist of staff from both Agencies.

### 6.2 Evaluation Process

Each Proposal will be evaluated by the Agencies on the basis of the information provided by the Proponent in its Proposal. Each Proposal will be reviewed to assess the compliance with the requirements set out in this RFP. In submitting a bid, each Proponent agrees to be bound by the findings of the Evaluation Team.

After receipt of the RFP submissions, the Agencies may request clarification of RFP submissions. Clarification may be to ascertain a Proponent's understanding of, and level of responsiveness to, the RFP submission for the purpose of the evaluation process.

The Agencies, in their sole discretion may adjust the evaluation score or ranking of RFP submissions as an outcome of the clarifications. The Agencies reserve the right to limit clarification to any number of Proponents as determined by the Evaluation Team regardless of the number of the Proponents that provided an RFP submission.

### 6.3 RFP Submission Weighting

Proposals received by the specified date and time, meeting the mandatory requirements, will be reviewed and evaluated according to the following criteria.

EVALUATION CRITERIA	POINTS AVAILABLE
Proponent's understanding of the project objectives and requirements	<b>Total = 35</b>
<ul style="list-style-type: none"> <li>Clearly has demonstrated a thorough understanding of the background of the assignment</li> </ul>	10
<ul style="list-style-type: none"> <li>Demonstrates understanding of project objectives, scope of assignment, and services to be provided. (i.e. Project approach, methodology, tasks, etc.)</li> </ul>	10
<ul style="list-style-type: none"> <li>Shows creativity in scope and/or proposed design practices</li> </ul>	15
Proponent's Project Manager and team experience and qualifications	<b>Total = 25</b>
<ul style="list-style-type: none"> <li>PM has experience carrying out similar projects in the past, has suitable references to support the company's work, and proposed overall involvement in the project</li> </ul>	15
<ul style="list-style-type: none"> <li>Experience and qualifications of Project Team, and experience on similar projects</li> </ul>	10
Proposed work plan, schedule, and time/task matrix	<b>Total = 10</b>
<ul style="list-style-type: none"> <li>Proposed scheduling for the entire project and meeting key deadlines outlined in RFP (i.e. bar chart, meetings, deliverables clearly shown)</li> </ul>	5
<ul style="list-style-type: none"> <li>Resources allocated and/or required for each task in the time/task matrix</li> </ul>	5
<b>Total of Technical Proposal</b>	<b>70</b>
<b>Fee Proposal</b>	<b>30</b>
<b>TOTAL</b>	<b>100</b>

The evaluation team is solely responsible for recommending the successful proponent.

The Evaluation Team may short list Proponents for interviews. Should the team determine that interviews are necessary; the City's Purchasing Agent will arrange the interviews.

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

**7. AWARD OF CONTRACT**

The award of this RFP will be phased. Phase 1 will first be recommended for award to Agencies' Council and if approved, design will then occur and the work may be tendered for construction. Phase 2 of the RFP will be recommended for award as part of the construction work and is also subject to Council approval. If the Phase 2 construction is not undertaken for any reason the project will be considered complete. The successful Proponent shall be required to enter into a contract for Phase 1 within fifteen (15) days of notice of award.

**1. DEFINITIONS**

Wherever the words "Owner", "City" or "Corporation" are used in this documents, it shall be understood that it means The Corporation of the City of St. Thomas.

Wherever the word "Agencies" is used in this document it shall be understood that it means The Corporation of the City of St. Thomas and The Corporation of the County of Elgin.

Whenever the word "Proponent" is used it shall mean the individual, firm, company or corporation who has undertaken to carry out this contract.

Whenever the words "Bidding System" are used it shall mean the electronic system used by the City for its public tenders, bids and request for proposals at the following website: <https://stthomas.bidsandtenders.ca>, which Bidding System is required to be used for all dissemination of information by or on behalf of the City and all submissions from Bidders.

Wherever the words "Successful Proponent", "Successful Consultant" or "Consultant" are used it shall mean the individual, firm, company, corporation whom a contract is awarded against this offer.

Whenever the singular or masculine is used in this document it should be considered as if the plural or feminine where the context so requires.

**2. RIGHTS RESERVED BY THE AGENCIES**

- a) The Agencies reserve the right to accept any response to this Request for Proposal which it deems to be in its own interest or to reject all Proposals. Proposals that are incomplete, conditional or obscure or which contain additions not called for, erasures or alterations or irregularities of any kind may be rejected as informal.
- b) Proposals must be acknowledged by a person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the response to this Request for Proposal.
- c) The terms and conditions of this Request for Proposal offer shall remain firm and open for acceptance by the Agencies for a period of sixty (60) days.
- d) The Proponent must agree to abide by all the clauses and conditions laid out in the Terms and Conditions of the Request for Proposal.
- e) The Agencies reserve the right to cancel the Proposal call and not accept any Proposal at all and/or re-issue the Proposal in its original or revised form.
- f) The Agencies reserve the right to cancel this Request for Proposal call and not accept any Proposals at all if the costs exceed the budget amount.

- g) The Agencies reserve the right to reject any Proposals that fail to comply with the Proposal Submission Requirements. Adherence to the submission requirements is required to ensure an effective evaluation of all Proposals.
- h) The Agencies reserve the right to request Proponents to address specific requirements not adequately addressed in their initial submission.
- i) The lowest or any Proposal will not necessarily be accepted.

**3. OWNERSHIP OF SUBMISSION MATERIAL**

Upon completion of the project, the Agencies will be the owner of all information provided throughout the contract period. The information provided to the Agencies may be copied by them without exception. The successful firm will receive credit for all original material.

Should the firm wish to maintain intellectual property rights over any portion or aspect of the final submission, this must be clearly identified in the proposal submission.

**4. HEALTH AND SAFETY**

The successful Proponent is required to conform with the Occupational Health and Safety Act relating to the performance of the contract. The successful Proponent will be required to supply to the City a valid Clearance Certificate issued by the WSIB. A new clearance certificate is required every sixty (60) days.

**5. INDEMNIFICATION**

The successful Proponent shall indemnify and save harmless the Agencies and their employees from all actions, suits, claims and demands whatsoever which may arise directly or indirectly by reason of a requirement of this contract, save and except for damage caused by the negligence of the Agencies or their employees.

**6. INSURANCE**

**6.1 Comprehensive General**

The successful Proponent shall, at their expense, obtain and keep in force during the term of this contract, Comprehensive General Liability Insurance satisfactory to the City, including the following:

- a) a limit of liability of not less than five million dollars (\$5,000,000);
- b) the City and the County shall be named as an additional insured;
- c) the policy shall contain a provision for cross liability in respect of the named insured;
- d) the policy shall contain completed operations coverage;
- e) the policy shall contain owner's protective coverage;

- f) the policy shall contain non-owned automobile coverage with a limit of at least two million dollars (\$2,000,000) including contractual non-owned coverage;
- g) the policy shall state that 30 days prior notice of any alteration, cancellation or lapse in policy shall be given in writing to the City.

**6.2 Automobile**

The successful Proponent shall obtain and keep in force for the duration of this contract, automobile insurance under a standard automobile policy with limits of not less than two million dollars (\$2,000,000) in respect of each vehicle.

**6.3 Professional Liability**

The successful Proponent shall obtain and keep in force for the duration of this contract, professional liability insurance for errors and omissions with limits of not less than five million dollars (\$5,000,000) in respect to all of the Proponent's responsibilities relating to this contract.

**6.4 Proof of Insurance**

The successful Proponent shall provide, together with its executed agreement, a certificate of insurance or certified copies of the above referred to policies, satisfactory to the Corporation, together with proof of renewal prior to expiry.

**7. ASSIGNMENTS**

The successful Proponent shall not assign, transfer or sublet this contract or any part thereof without the written consent of the City. This contract and everything therein contained shall be binding upon the parties hereto, their respective successors and assigns.

**8. VERBAL ARRANGEMENT**

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. Proponents must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Corporation, or in prosecuting any claim against the Corporation.

**9. INTERPRETATION**

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final.

**10. FAILURE TO PERFORM**

If the successful Proponent fails to provide the services within the time specified, the Agencies reserve the right to cancel the contract and obtain services from alternate sources. Any extra costs as a result of this action are to be borne by the successful Proponent who defaulted in providing the services.

**11. DISQUALIFICATION OF PROPONENT**

A Proponent offering to sell products/services to the Agencies certifies that it has not communicated directly or indirectly their proposal to any competitor or any other person engaged in such line of business. Any or all Proposals may be rejected if the Agencies believes that collusion exists among the Proponents. Proposals in which the fees are obviously unbalanced may be rejected.

**12. COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005**

The Proponent shall ensure that all its employees and agents receive training regarding the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of the Ontario Regulation 429/07 and Section 7 of Ontario Regulation 191/11 made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended. The Bidder shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the regulation, as well as instruction regarding all matters set out in section 6 and section 7 of the applicable Regulation.

**13. FREEDOM OF INFORMATION**

All information obtained by the Proponent in connection with this Request for Proposal is the property of the City of St. Thomas. The information shall be treated as confidential and not be used for any purpose other than for replying to this proposal call. Proponents who declare confidentiality of their Proposal are advised that the City is required to adhere to the requirements of the Municipal Freedom of Information and Protection of Privacy Act. Proponents shall disclose any potential conflict of interest.

**14. TERMINATION**

Either the Agencies or the successful Proponent may terminate the contract for breach of contract by either party on sixty (60) days notice in writing to the other party. The Agencies may terminate the contract if the successful Proponent does not fulfill any part of the terms and conditions or requirements of this proposal. In case the successful Proponent defaults or delays in executing the work satisfactorily, the Agencies may give notice to the successful Proponent in writing that the successful Proponent has made such default. Should the successful Proponent fail to remedy satisfactorily such defaults without delay, or should the successful Proponent become insolvent or abandon the work

or otherwise fail to observe the provisions of the contract then and in any part of such cases, the Owner may immediately take the work or portions thereof out of the successful Proponent's hands and employ person or persons such as the Owner may see fit to complete the work so taken over.



**2019-019 - CONSULTING SERVICES - ST. GEORGE STREET BRIDGE -  
DECK REPLACEMENT**

Opening Date: April 15, 2019 12:00 PM

Closing Date: May 1, 2019 2:00 PM

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**Schedule of Prices**

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

**Pricing Schedule**

The Proponent hereby offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Proposal call, at the unit prices, and/or lump sums, hereinafter stated. The Total Proposal amount shall include all costs incurred, including taxes and disbursements as well as mileage.

Description	Quantity	Unit of Measure	Unit Price *
Consulting Services - Phase 1 - Design	1	Lump Sum	
Consulting Services - Phase 2 - Construction	1	Lump Sum	
Subtotal:			

**Personnel Allocation and Fee Structure**

Indicate the number of hours and hourly rate for each person in the columns provided. If additional services are required in relation to the work but not originally included in the scope, the following hourly rates will apply.

Line Item	Name of Person(s) to be Assigned	Title & Role	Hourly Rate	# of Hours Allocated
1				
2				
3				
4				
5				

**Sub-consultants/Third Party Vendors, If Any**

These sub-consultants and third party vendors are not to be replaced without informing the City beforehand and receiving written approval to do so.

We will not be submitting for Sub-consultants/Third Party Vendors, If Any

Line Item	Name of Company and Person(s) to be Assigned	Title & Role	Hourly Rate	# of Hours Allocated
1				
2				
3				
4				

**Summary Table**

Bid Form	Amount
Pricing Schedule	
HST (13%)	\$ 0.00
Total Contract Amount:	

**Bid Questions**

Please provide your H.S.T. Registration Number.

All references stated shall be for the same or similar scope as the one described in this Bid.

**References**

Company Name *	Contact Person *	Phone Number *	Email Address *

**Documents**

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your Bid Submission may be rejected.

- Technical Proposal \* (mandatory)
- Gantt Chart \* (mandatory)
- Time/Task Matrix \* (mandatory)
- Appendices (optional)

**Declarations & Addenda**

I DECLARE that no person, firm or corporation other than the Bidder has any interest in this Bid or in the proposed Contract for which this Bid is made.

I FURTHER DECLARE that this Bid is made without any connection or arrangement with, nor any knowledge or comparison of figures with any other corporation, firm or person making a bid for the same project and is in all respects fair and without collusion or fraud.

I FURTHER DECLARE that no employee or elected official of the City or elected official is or will become interested directly or indirectly as a contracting party or otherwise in the performance of the contract or in the supply, work or business to which it relates or in any portion of the profits thereof, or in any supplies to be used therein or in any of the monies to be derived therefrom.

I FURTHER DECLARE that all matters stated in the said Bid are in all respects true.

I FURTHER DECLARE that I have carefully examined the entire Bid Solicitation and hereby acknowledge the same to be part and parcel of any contract to be let for the services of the project therein described or defined and the Bidder agrees to do all the work and to provide the services of the project mentioned at the fees as stated in my bid submission.

I FURTHER DECLARE that I have a clear understanding of all the work involved in this contract.

I FURTHER DECLARE that this offer is to continue to be open for acceptance until the formal contract is executed by the successful Bidder for the said project OR for a period of sixty (60) days after the closing date, whichever first occurs and that the City may, at any time, within that period, without notice, accept this bid whether or not any other bid has been previously accepted.

I FURTHER DECLARE that the awarding of the contract based on this Bid Solicitation by the City shall be an acceptance of this bid.

I FURTHER DECLARE that in the event of default or failure on our part, that the City shall be at liberty to advertise for new bids, or to carry out the works in any other way they deem best, and I also agree to pay to the City the difference between this bid and any greater sum which the City may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on the City's part, including the cost of any advertisement for new Bids; and to indemnify and save harmless the said City and their officers from all loss, damage, cost charges and expenses which they may suffer or be put to by reason of any such default or failure on our part.

I/WE agree to be bound by the Terms and Conditions of this Bid Solicitation and have authority to bind the Company/Corporation and submit this Bid on behalf of the Company/Corporation.

The bidder shall declare any potential or actual conflict of interest that could arise from bidding on this bid. Do you have a potential or actual conflict of interest?

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



THE CORPORATION OF THE CITY OF ST. THOMAS  
REQUEST FOR PROPOSALS 2019-019  
CONSULTING SERVICES - ST. GEORGE STREET BRIDGE - DECK  
REPLACEMENT  
ADDENDUM NO. 1

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The following information is provided to clarify the requirements of this Bid Solicitation:

**Question 1:**

Would the City consider a 1-week extension to the submission deadline?

**Answer 1:** Not at this time.

**Question 2:**

The submission deadline noted in the RFP is Thursday May 1, 2019. Please confirm the deadline date as Thursday is May 2, 2019.

**Answer 2:** The deadline is Thursday, May 2, 2019 the bidding system has been corrected to reflect the proper closing date.

**Question 3:**

Could the City please clarify Item 3 Section 1 (Scope of Work). What is meant by beam core samples? How are these samples related to waterproofing, asphalt paving and deck thickness?

**Answer 3:** The beam core samples refer to a sample taken in the field to help determine the present day strength of the existing beams.

**Question 4:**

The end of Item 3 Section 1 (Scope of Work) states "...and additional width for a protected sidewalk." Please expand on this. A) What does the City require for a protected sidewalk? and B) Please confirm the City looking to increase the width of the existing sidewalk. If so, please specify the required width.

**Answer 4:** A protected sidewalk would minimally consist of barrier curb and 1.8m width when curb faced.

**Question 5:**

Is the City looking to increase the overall structure width? If so, please provide the requirements.

**Answer 5:** It is assumed the structure width would remain the same however, the City would be open to the possibility of additional width being added, if the structural investigation proves it possible.

**Question 6:**

Item 2 Section 1 (Scope of Work) notes "road reconstruction requirements". Please confirm what road work is required as part of this project beyond the bridge approaches.

**Answer 6:** The minimal amount of road work as required to replace the deck.

**Question 7:**

Has a cultural heritage evaluation been completed on the structure and surrounding landscape to determine cultural or heritage significance?

**Answer 7:** No.

**Question 8:**

Has there been previous archaeological assessments undertaken within the project limits?

**Answer 8:** No. Proponents shall include costs for this in their fees.

**Question 9:**

Understanding the proposed scope of work likely includes replacement of the deck, curbs and bridge railings, what schedule of EA are proponents to assume for the purposes of preparing the proposal and costing?

**Answer 9:** Class A

**Question 10:**

Under Phase 2, Point 2 on page 4, the RFP states "..... the successful consulting engineer would submit their fees and services based on four (4) months of construction with two (2) site visits per week". Based on experience with similar projects this may be inadequate weekly site coverage for a project of this nature. To ensure consistency amongst the submitting firms could the City provide a number of inspection hours and contract administration hours for the purpose of estimating fees? Further to this would the City and/or County have an on-site construction inspector devoted to this project?

**Answer 10:** It is intended to assume an eight (8) hour day for each of the site visits, this, paired with the submission of hourly rates for onsite inspection if any additional inspection is required the cost can be tracked and accounted for. The City will have a Project Manager that will make short visits to the site regularly during construction.



THE CORPORATION OF THE CITY OF ST. THOMAS  
REQUEST FOR PROPOSALS 2019-019  
CONSULTING SERVICES - ST. GEORGE STREET BRIDGE  
DECK REPLACEMENT  
ADDENDUM NO. 2

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The following information is provided to clarify the requirements of this Bid Solicitation:

**Question 1:**

Based on work of a similar nature, it is our belief that the following scope of work is required. Please confirm.

- a. Complete an ecological field review and screening report with regards to Species at Risk (SAR)
- b. Preparation of a DFO self-assessment
- c. Preparation of Conservation Authority work permit application.

**Answer 1:**

- a. A SAR field review is not required.
- b. The work will be carried out as a repair and above the high water mark – DFO request for review is not required.
- c. Conservation Authority work permit application; refer to Scope of Work.

**Question 2:**

Will a hydraulic assessment be required to verify that the existing structure has sufficient capacity? If required, what hydraulic information does the City and/or the Conservation Authority have available for the structure?

**Answer 2:**

Not required.

**Question 3:**

The original design drawings indicate that utility ducts were placed in the concrete sidewalks during construction. Please confirm if there are any existing live utilities within these ducts, which require temporary support/relocation, as well as liaison with utility companies.

**Answer 3:**

Yes, Refer to Scope of Work.

**Question 4:**

Are there existing structural drawings available for the 2001 rehabilitation of the structure?

**Answer 4:**

No, rehabilitation consisted of removal and replacement of delaminated concrete and joint repairs.

**Question 5:**

Does the City wish to have any Public Update Meetings (PUM) for this Project? If so, how many?

**Answer 5:**

No.

**Question 6:**

The RFP indicates an assumption of 4 months of construction inspection/administration, including 2 site visits per week. Addendum 1 states 8 hours are required per visit and that additional inspections can be covered by hourly rates. Based on accepted standard practises and minimum timing required for monitoring, review, certification of work and confirmation of quantities for payment draws, we believe that 16 hours is still insufficient for inspection of a major bridge rehabilitation such as a deck replacement. We would encourage the City to provide a common inspection level for all consultants for pricing, and

further advise that 25 hours of inspection per week be utilized. Please review and confirm inspection requirements.

**Answer 6:**

Bids to be based on 16 hours of inspection / week.

Office support in the form of Contract Administration (shop drawing review, review and respond to request for information, preparation of payment certificates) is to be shown separately and not included in inspection.

**Question 7:**

Please confirm if this Project is a Lump Sum Project or a (time and materials) Upset Cost Project. Section 3 – Subsection 2.3 states that the Proposal must include an upset cost estimate while the Schedule of Prices states that it is Lump Sum for each Phase of the Project.

**Answer 7:**

Lump Sum.

**Question 8:**

Please confirm that tendering will be online format and that preparation of paper tender documents, newspaper advertisements, and contractor distribution will not be required of the proponent.

**Answer 8:**

Online format confirmed.

FROM: Julie Gonyou, Chief Administrative Officer  
DATE: June 1, 2019  
SUBJECT: Elgin Group Police Services Board – Request for Services

---

**RECOMMENDATION:**

THAT Council permit the CAO/Clerk to support the Zone 6 Municipal Police Services Board group by providing meeting support at the group's quarterly meetings.

**BACKGROUND:**

I am the Secretary/Administrator for the Elgin Group Police Services Board and have been asked to be the Recording Secretary for the Zone 6 Municipal Police Services Board. Zone 6 includes Municipal Police Services Boards from the following areas: Aylmer, Amherstburg, Chatham-Kent, LaSalle, London, Sarnia, St. Thomas, Strathroy-Caradoc and Windsor.

**CONCLUSION:**

Members of the Zone 6 group meet quarterly. I have attended these meetings in the past and I am not concerned about the amount of work required. I recommend that County Council support the Zone 6 Municipal Police Services Board by offering the services of the County CAO/Clerk for the quarterly meetings of this group.

All of which is Respectfully Submitted

Julie Gonyou  
Chief Administrative Officer

FROM: Julie Gonyou, Chief Administrative Officer

DATE: May 26, 2019

SUBJECT: Community Safety and Well-Being Plan – Update #1

---

**RECOMMENDATION:**

THAT the report titled “Community Safety and Well-Being Plan” from the Chief Administrative Officer dated May 26, 2019, be received and filed.

**INTRODUCTION:**

Lower-tier and single-tier municipalities are required to develop and implement Community Safety and Well-Being Plans (CSWB). This must be completed in collaboration with our policing and community partners. The ultimate goal of CSWB Plans is to build stronger and safer communities.

**DISCUSSION:**

Ontario passed the Safer Ontario Act, a comprehensive public safety legislation package aimed at modernizing our approach to community safety. This legislation aims to improve police oversight, transparency and accountability, enhance civilian governance, and respond to the needs and realities of Ontario’s diverse communities. This legislative package repeals and replaces Ontario’s Police Services Act (1990). The legislation seeks to strengthen the relationship between the police and the community they serve, while modernizing Ontario’s policing framework – to be accomplished through a “proactive and collaborative approach to community safety and well-being”.

Changes as a result of the legislation include:

1. Mandating municipalities to work with police services and local service providers in health care, social services and education to develop CSWB Plans that proactively address locally identified community risks.
2. Mandating municipal police service boards to participate in the planning led by municipalities to consider the community safety and well-being plan when developing their strategic plan.

Impact:

1. Ensures those in need will receive the right response, at the right time and by the right service provider.
2. Improves interactions between police and vulnerable Ontarians by enhancing frontline responses.
3. Promotes collaborative partnerships between municipalities, police and other sectors.

## **NEXT STEPS:**

At the April 9, 2019 Council meeting, County Council acknowledged the need for the County Chief Administrative Officer's to assume a leadership role in this process of developing and planning for a CSWB plan. Since this is a "community driven" initiative, it is imperative that County Council work together with the Police Services Board and community agencies to plan for the CSWB plan.

Developing a CSWB Plan was discussed at great length at the May 6, 2019 Elgin Group Police Services Board meeting. Correspondence was sent out by Chair of the Board, Sally Martyn to each of the six (6) constituent municipalities (excluding Aylmer) – to recommend that the County Chief Administrative Officer be the lead to work with lead agencies (Town of Aylmer and City of St. Thomas) and that one (1) joint plan be developed for the City of St. Thomas and County of Elgin which can be customized to suit local needs. This correspondence is included in the agenda package.

Additional updates will be provided to County Council which details next steps in the process at a future meeting.

## **CONCLUSION:**

All of which is Respectfully Submitted

Julie Gonyou  
Chief Administrative Officer

FROM: Julie Gonyou, Chief Administrative Officer

DATE: June 1, 2019

SUBJECT: Terrace Lodge Redevelopment – Fundraising Committee

---

**RECOMMENDATIONS:**

THAT the Terms of Reference for the Terrace Lodge Redevelopment Fundraising Committee be approved and applied to the activities of the Terrace Lodge Redevelopment Fundraising Committee; and

THAT the Warden be directed to send Terms of Reference and request to the Councils of the Town of Aylmer, Municipality of Bayham, Township of Malahide and Municipality of Central Elgin requesting the appointment of one (1) member of Council to the Terrace Lodge Redevelopment Fundraising Committee; and

THAT the Warden be directed to send letters to the Community Representatives and the Terrace Lodge Auxiliary requesting their continued participation on the Terrace Lodge Redevelopment Fundraising Committee; and

THAT the County's Chief Administrative Officer and the Director of Homes and Seniors Services be the designated staff leads representing Elgin County on the Terrace Lodge Redevelopment Fundraising Committee to act as a liaison between the Terrace Lodge Redevelopment Fundraising Committee and Terrace Lodge Redevelopment Steering Committee.

**BACKGROUND:**

In 2016, a Fundraising Team was established in support of the Terrace Lodge Long Term Care project. The Fundraising Team included community representatives and one (1) member from each of the East Elgin municipalities (Municipality of Central Elgin, Municipality of Bayham, Township of Malahide and Town of Aylmer).

The goals of the Fundraising Team were clearly established to not raise funds for the “bricks and mortar” or capital costs associated with the Terrace Lodge Redevelopment Project, rather to raise funds for the value-added components that would result in making Terrace Lodge feel more like a “home”, not an institution. All monetary donations to the Terrace Lodge Redevelopment Project will be gratefully received and will directly support quality of life improvements to the residents of Terrace Lodge.

The Fundraising Team met several times over the past two years and decided to suspend activities until concrete next steps for the project were established. In January 2019, County Council consented to a redevelopment and addition to the existing Terrace Lodge Long Term Care Home. With the detailed design for the redevelopment

and addition now well underway, it is important to reestablish the committee and continue the great progress already achieved by the Team.

It is recommended that in the absence of a formal structure for the Fundraising Committee, clear Terms of Reference be established for the Committee and that the Fundraising Team be renamed "Terrace Lodge Redevelopment Fundraising Committee". Draft Terms of Reference for the Fundraising Committee are included for Council's review and approval. It is also recommended that County Council request that new members be appointed from the Councils of the East Elgin municipalities and request the continued participation of the Community Representatives who have previously served on the Fundraising Team.

**CONCLUSION:**

The ongoing work of the Fundraising Committee will not only help support the Terrace Lodge Redevelopment Project through continued advocacy and promotion of the project, but will secure funds from the community and local business and service clubs to support value-added features which are otherwise not included in the capital budget allocated for the project. Examples of successful fundraising initiatives including memory boxes at Bobier Villa Long Term Care Home and murals at Elgin Manor Long Term Care Home may be possible during and post construction for the enjoyment of the residents at Terrace Lodge Long Term Care Home.

All of which is Respectfully Submitted

Julie Gonyou  
Chief Administrative Officer

## TERRACE LODGE REDEVELOPMENT – FUNDRAISING COMMITTEE

### TERMS OF REFERENCE

The following Terms of Reference describe the scope of the committee's responsibilities, the limits of authority, the results it is expected to achieve and the reporting required.

#### PURPOSE

The Terrace Lodge Redevelopment Fundraising Committee (herein referred to as "Fundraising Committee") is a sub-committee of the Terrace Lodge Redevelopment Project Steering Committee (herein referred to as "Steering Committee"). Working in collaboration with the Steering Committee, the purpose of the Fundraising Committee is to plan, coordinate, implement and evaluate fund development activities in support of the operational and "value added" revenue generation in support of Terrace Lodge Redevelopment Project. The Fundraising Committee shall not support the capital costs associated with the Terrace Lodge Redevelopment Project.

#### REPORTING/ACCOUNTABILITY

The Fund Development Committee is a Sub-Committee of the Terrace Lodge Redevelopment Project Steering Committee. The Fund Development Committee will provide reports to the Steering Committee through the distribution of the committee's minutes.

#### MEMBERSHIP

The Fundraising Committee membership includes elected officials representing the East Elgin municipalities and representatives of local service groups, local businesses and community members.

Representatives of the Councils of the East Elgin municipalities, including:

- One (1) Member of Municipality of Central Elgin;
- One (1) Member of Municipality of Bayham;
- One (1) Member of Township of Malahide;
- One (1) Member of Town of Aylmer; and
  
- One (1) Member of the Terrace Lodge Auxiliary;
- A minimum of four (4) and maximum of ten (10) members from local service groups, local businesses and the community that represent the catchment area.
- Long Term Care staff including Director of Homes and Seniors Services, Terrace Lodge Administrator and Manager of Program and Therapies.

## **TERMS**

- Members from municipal council are appointed for the duration of their term on local Council.
- Community Members are appointed for a four (4) year term and shall be eligible for re-appointment.

## **SECRETARY**

An employee of the County shall be the Secretary of the Committee and shall act as a resource person in a non-voting capacity.

## **SCOPE OF RESPONSIBILITIES**

To assist the Terrace Lodge Redevelopment Project Steering Committee to meet its project targets, including working with staff and volunteers to recommend goals and objectives of the fundraising initiatives:

- Recommend and draft a Fundraising Plan and Fundraising Target that supports and encourages community engagement with Terrace Lodge Redevelopment Project both the short and long-term, for approval by the Terrace Lodge Redevelopment Steering Committee;
- Support the staff and volunteers to identify, research, solicit, foster and steward major prospect and donors so as to build a pipeline of project specific support;
- Assist with the development and cultivation of mutually supportive fundraising partnerships with local community groups and organizations;
- Monitor and evaluate progress in meeting fundraising targets and return on investment;
- Oversee the formation/review of policies and procedures associated with fundraising activities so that they are conducted in accordance with County of Elgin Policies;
- Create and recommend fundraising policies that ensure that fundraising best practices are maintained and that committee's program is donor-centric;
- Promote and support fundraising events/activities by attending, volunteering and/or giving monetary/in-kind assistance to the level that committee members are able;
- Review and recommend levels of sponsorship recognition and evaluate methods of donor recognition and stewardship opportunities so that all donations of time and money are recognized appropriately.

## **MEETINGS**

Meetings will be held as necessary or an estimated 6 times per year.

## **ADMINISTRATION OF FUNDS**

Elgin County will administer funds and will issue tax receipts.

## **VOTING/QUORUM**

The Fundraising Committee shall endeavour to operate by consensus. In case of disagreement, Committee members shall cast votes. Decision-making is limited to providing advice and recommendations.

A quorum will be 51% of the members at the meeting who are entitled to vote.

Members of the Fundraising Committee will attempt to advise County staff at least two days in advance if unable to attend a meeting of the Committee. If quorum cannot be met, the meeting may be cancelled and rescheduled.

## **REVIEW**

An evaluation of the Fund Development Committee will be conducted from time-to-time as the Terrace Lodge Redevelopment Project Steering Committee deems necessary.

**Draft prepared for County Council: May 2019**

# Contemplating Child Care Terrace Lodge Redevelopment Project

Julie Gonyou

Jim Bundschuh

Michele Harris

June 11, 2019



ElginCounty  
*Progressive by Nature*

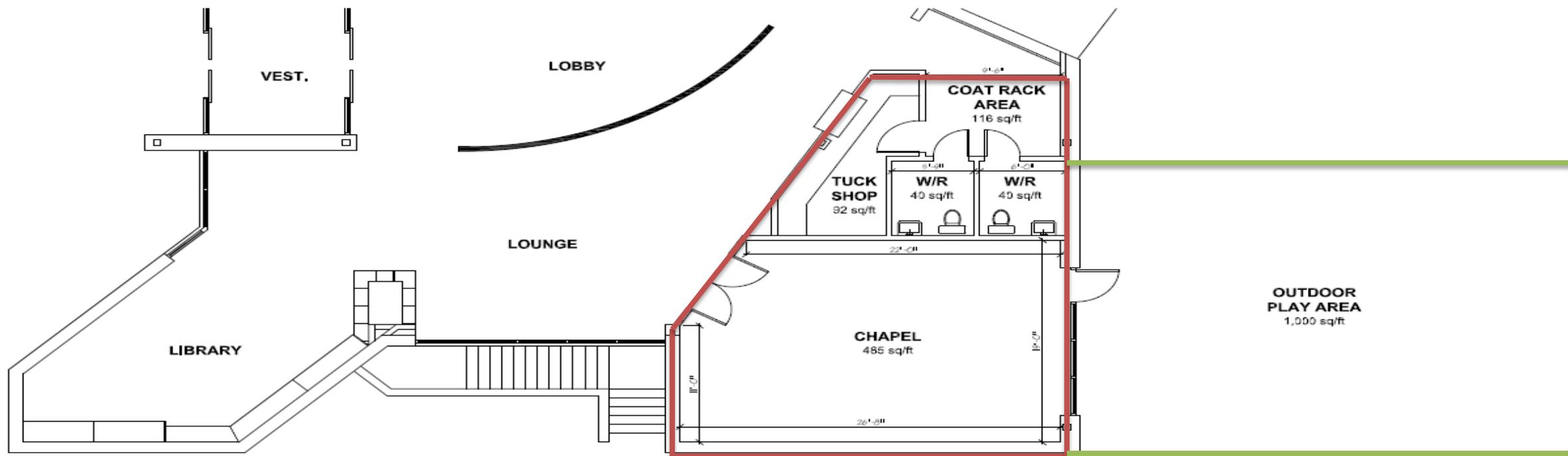
# Purpose

The provision of Child Care Services as part of the Terrace Lodge Redevelopment Project has not been officially approved by County Council.

- ▶ The purpose of this presentation is to provide County Council with the following:
  - ▶ Background information including preliminary information in regard to the provision of Child Care Services;
  - ▶ Overview of legislative requirements; and
  - ▶ Suggested next steps.

# Background

- ▶ Through the Terrace Lodge (TL) Redevelopment consultation process, some staff expressed an interest in having Child Care Services available onsite at Terrace Lodge.
- ▶ The TL Redevelopment Steering Committee has supported exploring the possibility of including Child Care Services as part of the preliminary design.
- ▶ A Child Care facility located within the Long Term Care (LTC) Home could provide the following:
  - ▶ Recruitment/Retention
  - ▶ Enhanced opportunities for inter-generational programming



## TERRACE LODGE - PARTIAL FIRST FLOOR PLAN

NOT TO SCALE

\* Existing Chapel, Tuck Shop, two (2) individual washrooms and coat area have been designated as “flex space” in the conceptual design plans and could be utilized for Child Care Services

\* The outdoor play area could be much larger than the 1000 sq. ft - that is ~ 1/4 of the space outside of the chapel

# Benefits of Child Care at Terrace Lodge

- ▶ Preliminary plans has identified space for Child Care OR flex-space for programming (close proximity to washrooms and kitchenette)
- ▶ The space would have to be “self-contained” to allow for a separate exterior entrance/exit
- ▶ Existing pool could be utilized for programming
- ▶ Food services for the Child Care Service *could*\* be provided by Terrace Lodge Staff
- ▶ Housekeeping services *could*\* be provided by Terrace Lodge Staff
- ▶ Offering staff priority status for child care spots could alleviate recruitment and retention pressures (in the future)
- ▶ Enhanced intergenerational programming opportunities during “program hours”
  - ▶ Increase resident quality of life and sense of purpose and well-being

\* an assessment of capacity will be required

# Licensed Requirements

5,069 licensed child care centres across the province with 317,868 spaces

- ▶ Child Care licensing – Ministry of Education, heavily regulated
- ▶ Ratios of employees to Children, Age Groups and Group Size is established by Ministry
- ▶ There are different types of Child Care (infants, toddlers, school aged children)
- ▶ Licensed child care centres are required to meet the minimum standards set out in the following ratios (NB: licensed child care centres can choose to have more staff than is required, but may not have less)
- ▶ Inspections (occur at least once/year) conducted to ensure they meet provincial health and safety and developmental standards

# Staffing

Total number of Children per age range	Multiplied by weighting per child	Number of Staff Required
Enter number of children younger than 12 months	Multiply by 0.33	Number of Staff
Enter number of children 12 months or older but younger than 24 months	Multiply by 0.25	Number of Staff
Enter number of children 24 months or older but younger than 12 years	Multiply by 0.13	Number of Staff
Number of Children		Number of Staff

- ▶ As of September 1, 2017, a new licensed age group “family age grouping” for children 0-12 years was introduced for licensed child care centres. This group allows the placement of children of different ages in the same group in the same play activity room. **A “family age grouping” would require 3 staff at minimum to support more than 10 children.**

# Benefits of Licensed Child Care

1. Government regulated and inspected
2. Staff members include professionals with training in early childhood education
3. Centre has to meet certain standards of care
4. Activities are designed for children at different stages of development
5. A child care fee subsidy may be available

## Staffing Requirements

- ▶ Early Childhood Educator (ECE) (key consideration - there is a shortage of ECEs in the province)
- ▶ Province has shifted focus to home-based child care
- ▶ Supervisor required (can work front-line part-time) for this site
- ▶ Criminal Reference Checks (every 5 years), CPR, etc.

# Survey of TL staff

With the help of Elgin St. Thomas Social Services Staff, a survey was designed and distributed to all staff at Terrace Lodge.

- ▶ Would you access child care services if they were available at Terrace Lodge?
  - ▶ Yes/ No, if No please explain
- ▶ Do you currently have a day care provider?
  - ▶ Yes /No, if Yes, who is your provider?
- ▶ How many children do you have?
  - ▶ 1, 2, other \_\_\_\_
- ▶ What are the current ages of your children?
- ▶ What will be your child care needs beginning ~2022/2023? Please check all that apply.
  - ▶ Full-time, part-time, year round, certain months of the year \_\_\_\_\_, other
- ▶ Is there a potential for your family to expand in the coming years?
  - ▶ Yes/no
- ▶ What hours would you like to see for child day care?
  - ▶ Day shift (5:30 a.m. – 2:30 p.m.), Afternoon shift (1:30 p.m. – 10:30 p.m.), 12 hour day shift (6:30 am. – 7:30 p.m.)
- ▶ Would you require a fee subsidy?
  - ▶ Yes/ No
- ▶ What might a child day care look like at Terrace Lodge?
- ▶ Did we miss anything?

# Preliminary Results

- ▶ To date, 11 completed surveys have been collected.
  - ▶ 7/11 staff would consider utilizing Child Care Services at Terrace Lodge
  - ▶ 6/7 staff would require part-time services; 1 staff member is interested in full-time services
  - ▶ Complete results will be shared at a future meeting
  - ▶ One inquiry as to whether or not this service would be free
- ▶ Can't build this space in the time frame needed to satisfy current needs. What challenges will exist in 2022?
- ▶ Parents – how do we ensure parents (who are not staff) want this programming option for their children. Further investigation is required to determine whether or not parents would consider this type of programming and prefer this co-located facility for their children.
- ▶ Further investigation is required to determine why this type of co-located facility is not utilized in any other municipal LTC home across Southwestern Ontario.

- ▶ This is a worthy goal and worth investigating
- ▶ There are a number of hurdles in place that could impact upon other operations and our overall financial situation
- ▶ Consider a hypothetical scenario

# Hypothetical Scenario

## Requirements:

1. Space designed for designated age group as “Family Age Grouping” with 11 children (maximum number of children for the space)
2. Required hours of operation 5:30 am – 10:30 pm (to cover days and afternoon shifts) to alleviate recruitment/retention issues
3. Food services prepared by the Terrace Lodge Dietary Staff (billed to service provider)
4. Lease rate would include cleaning services provided by Terrace Lodge Housekeeping Staff and other common area maintenance fees
5. Terrace Lodge Staff get priority spaces
6. Must participate in intergenerational programming
7. Part-time and drop-in services preferred

**Contract Service Provider (RFP process) would be invited to bid on providing 1-7.**

# Hypothetical Scenario – Key Questions

- ▶ Would we be able to find a child care operator who could meet these needs?
- ▶ Can we make the economics work to attract a service provider? At first blush, it is likely that the County may have to subsidize some areas to make this attractive.
- ▶ How could we ensure that the cost of child care at Terrace Lodge doesn't cost more than what is available in community? Would this reduce interest among staff due to affordability?
- ▶ What's the future of subsidies in general (Ford Government has shifted focus to home-based child care and away from licensed childcare)
- ▶ What if the contract provider proposes moving their current child care services to this location and does not have spots left for any staff?
- ▶ What if the contract provider doesn't have enough children to support evening care?
- ▶ Have we considered privacy issues and whether parents in the community would support this co-located facility?

# Hypothetical Scenario – Key Questions

1. What happens if these parameters are too restrictive and we aren't able to attract a contract service provider? Does the county want to be in the business of Child Care?
  - ▶ There is great potential for this to be revenue negative, as the “sweet spot” for revenue neutral service is much greater than 11 children.
  - ▶ This is a discretionary service area at a time when our mandatory services are under pressure – our focus should remain on areas where we can have the highest value at this time.
  - ▶ This is going to be a period of high stress for the property tax payer – there's already great potential for “sticker shock” from the changes to mandatory services and we don't know the full extent of it yet
  - ▶ A licensed Child Care Service is heavily regulated by the Ministry of Education. Proper oversight for this service will be required to mitigate risk.

# Council's Key Considerations

- ▶ Will the Service be County Operated or operated by a contracted service provider?
- ▶ Ages - Will this be Infant/Toddler or Preschool space? (each has different needs for the built environment)
  - ▶ Is there an impact on the service as a result of changes to extended maternity/parental leaves?
- ▶ Hours of Operation – how can we ensure we meet the needs of staff and the community? 24/7 (overnight care does not exist in Elgin/St. Thomas Licensed Child Care Facilities), how will weekends be handled?
- ▶ Will the service be for both staff and the community? Will spots be reserved/designated?
- ▶ How much will it cost to build this purpose-built space? Is there sufficient space for the storage of cots, toys, equipment, etc.?
- ▶ Careful consideration must be given to outbreaks and illness (chickenpox, influenza, vaccines, etc. – some risk is eliminated with a separate entrance)

# Council's Key Considerations

- ▶ Is there stable and predictable provincial funding available to offset **operating expenses** and subsidies?
- ▶ Cost of construction – to be determined. Is there funding available within the established budget? Is there provincial funding available? (not at this time)
- ▶ Food preparation considerations– different requirements for children than seniors (standards, textures, snacks, etc.), staggered meal times may be required.
- ▶ A wage enhancement grant of \$2/hr is available from the Provincial Government. Base salary is approx. \$14.85/hr for qualified Early Childhood Educators. Can this funding be relied upon?
- ▶ A qualified site supervisor is required to complete the administrative functions (reporting to Public Health, Social Services and Ministry). This person could also provide front line work on a part-time basis.

# Council's Key Considerations

- ▶ Will this require additional investment on behalf of the County to make this affordable?
  - ▶ Will staff seek partial or fully subsidized child care?
- ▶ While demand for this service exists now (waitlists), how do we guarantee demand and interest in 2022 and beyond?
- ▶ If this service is offered at TL, how will County Council handle demands for this service at the County's other two homes? How will Council handle requests from Administration Building staff and Library Staff who also have childcare needs?
- ▶ Optics – would we be perceived as treating one group better than the others?
  - ▶ Does St. Thomas have enough designated child care spots to support all of these groups?

# Potential Solution

- ▶ Consider slowing down the decision making process to manage expectations.
- ▶ Think of this in a non-myopic way.
  - ▶ Construction for this space could be handled separately at a later date when we have more information. There are a number of unknowns related to Long Term Care (and other services) at this time.
- ▶ If we can't guarantee that we can achieve our goals through this initiative (alleviate pressures related to recruitment/retention and intergenerational programming), should we be committing to entering into a new service area and investing capital funding in a purpose-built space at this time?
- ▶ It is recommended that Council wait to gain a better understanding of impacts to our mandatory service areas and then plan for this space in future.
- ▶ In the meantime, this space could be used as “flex space” for programming or as a Gift Shop. These options don't jeopardize future opportunities to utilize this space in the future.
- ▶ There are other solutions to enhancing intergenerational programming and staff recruitment/retention concerns that could be considered in the future.

# Next Steps

- ▶ Compile and analyze survey data
- ▶ Information to be obtained in regard to need and waiting list data
- ▶ Ministry of Education
- ▶ Following Continued work with architect to assess costs associated with renovation required to meet Ministry standards for Child Care Services
- ▶ Follow up report to County Council to be provided on June 25, 2019

## **CORRESPONDENCE – June 11, 2019**

### **Items for Information– (Attached)**

1. Southwestern Integrated Fibre Technology (SWIFT) Media Release regarding the launch of a targeted broadband project in Norfolk County.
2. Western Ontario Wardens' Caucus (WOWC) with a letter announcing the approval of the SWIFT Phase II Project.
3. Joint letter to Hon. Christine Elliott, Minister of Health and Long-Term Care from County of Elgin and Middlesex Wardens requesting a cap on all Health Unit Budgets.
4. Premier Doug Ford with a letter regarding the government's decision to maintain the in-year cost sharing adjustments for land ambulance, public health, and child care services.
5. Town of Aurora, Grey County, and City of Guelph with resolutions regarding Bill 108, More Homes, More Choice Act, 2019.
6. Municipality of Central Elgin with a resolution supporting the establishment of a Community Safety Zone and the speed limit reduction on Springwater Road (County Road #35).
7. Brian Pollard, Assistant Deputy Minister, Ministry of Health and Long-Term Care with a memo regarding the conclusion of the High Wage Transition Fund.
8. Brian Pollard, Assistant Deputy Minister, Ministry of Health and Long-Term Care with a memo regarding the conclusion of the Structural Compliance Premium Program.
9. Frank Goss, Manager of Transportation & Waste Management Services, Oxford County with a Notice of Study Completion for the Oxford County Transportation Master Plan (TMP).
10. Sally Martyn, Chair, Elgin Group Police Services Board with a letter to local Municipalities requesting support to have the County Chief Administrative Officer lead the process of developing a Community Safety and Well-Being (CSWB) Plan and to work collaboratively on a joint CSWB plan.
11. Sally Martyn, Chair, Elgin Group Police Services Board with a letter to Hon. Jeff Yurek, MPP sharing the Board's concerns in regard to the increased speed limits pilot project on the 400 series highways.
12. Invitation to Retirement Party Open in honour of Shelley Fleming, retiring after 33 years with the Elgin County Library.

May 22, 2019

## SWIFT to increase high-speed internet connectivity in Norfolk County

SWIFT launches an \$8.4M targeted project focused on underserved homes and business

- In partnership with the Government of Ontario and Canada, SWIFT is launching a targeted broadband project in Norfolk County to improve high-speed internet.
- SWIFT represents a significant change in the way we think about and fund investment in broadband. The goal of the targeted project is to leverage and apply the learnings to SWIFT's full-scale project plan across Southwestern Ontario, Niagara and Caledon.
- The phased approach ensures that public investment is spent wisely and will assist in the future delivery of SWIFT's larger initiative.

Southwestern Integrated Fibre Technology Inc. (SWIFT), a regional broadband initiative, in partnership with the Government of Ontario and Canada is proud to announce the launch of a targeted broadband project dedicated to improving internet connectivity to homes and businesses in Norfolk County.

"The newly announced project aims to spark the beginning of a digital transformation in the region," says SWIFT Board Vice Chair Mitch Twolan. "The targeted project is an important step in SWIFT's larger regional deployment plan as it will enable us to leverage key learnings to ensure maximum success throughout the initiative."

The targeted project will focus on underserved areas within the county that do not meet the Canadian Radio-television and Telecommunications (CRTC) universal service objective of 50 Mbps download/10 Mbps upload (50/10) and are not currently expected to see any commercial roll-out plans from service providers in the near future.

SWIFT's innovative approach to funding open access broadband networks will aim to connect business facilities, public buildings and residential homes in underserved areas within the project region.

SWIFT is targeting the Fall of 2019 to issue its Request for Proposals (RFPs) for Norfolk County's project. During this phase of the project, SWIFT's prequalified Telecom Service Providers (TSPs) will bid on the project and will propose the most efficient and effective network designs to address connectivity challenges within the local area.

Construction of the network will commence once the procurement process has

been completed and successful proponents have been selected.

“Access to affordable and reliable high-speed internet has become a top priority for our region, its residents and business owners. High-speed internet is changing how we work, live, educate, entertain ourselves and govern our communities,” says Twolan. “The newly announced project is a great example of government and community leaders working together to narrow the digital divide in rural Ontario.”

SWIFT's application for funding was approved under Canada-Ontario Small Communities Fund (SCF), a joint federal and provincial infrastructure funding program. As part of the ongoing SCF funding process, SWIFT and the province of Ontario will work collaboratively to validate implementation details throughout the targeted project, and to finalize a funding agreement that would enable SWIFT to continue to subsidize additional network construction throughout Southwestern Ontario, Caledon and the Niagara Region.

Additional Information:

[Insert link Q&A]

About the SWIFT Initiative

Southwestern Integrated Fibre Technology Inc. (SWIFT) is a non-profit regional broadband project initiated by the [Western Ontario Wardens' Caucus](#) to subsidize the construction of an open-access, high-speed broadband network in Southwestern Ontario, Caledon and the Niagara Region. The project's approach strives towards the overarching goals of narrowing the digital divide and making small-town Ontario more competitive in the information economy.

For more information about SWIFT, please contact:

Media Relations

Melissa O'Brien

Communications Manager

[melissa.obrien@swiftnetwork.ca](mailto:melissa.obrien@swiftnetwork.ca)

416-826-9759

226-256-1640



# Norfolk County Frequently Asked Questions (FAQs)

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## What is SWIFT?

Southwestern Integrated Fibre Technology Inc. (SWIFT) is a non-profit regional broadband project initiated by the Western Ontario Wardens' Caucus and delivered in partnership with the federal and provincial governments to subsidize the construction of open-access, high-speed broadband networks in Southwestern Ontario, Caledon and the Niagara Region.

The project approach strives towards the overarching goals of narrowing the digital divide and making small-town Ontario more competitive in the information economy.

To learn more about SWIFT, [click here](#).

## Why is SWIFT launching a targeted project in Southwestern Ontario?

SWIFT, in partnership with the Governments of Ontario and Canada, is proud to announce a targeted broadband project in Southwestern Ontario. The project will focus on improving internet connectivity to underserved homes and businesses in the county of Norfolk.

The purpose of the phased approach is to validate SWIFT's business model and project design and will be instrumental in shaping and supporting the ongoing expansion of SWIFT's open access broadband network throughout Southwestern Ontario, Niagara and Caledon.

## Why was the county of Norfolk selected for the targeted project?

The goal of the targeted project is to demonstrate and validate SWIFT's business model and therefore ensure the future success of SWIFT's full-scale project plan in the remaining underserved locations across Southwestern Ontario, Niagara and Caledon.

As a result, the following criteria were considered when determining candidates for the targeted project:

- Value: Funding area should have a maximum project size of \$12.5 M.
- Number of Procurements: A region that is estimated to require one procurement should be chosen.
- Need: A region with higher need should be prioritized.
- First Nations: The region should have a First Nation within its boundaries.
- Telecom Service Providers (TSPs): The region should have a number of active TSPs.

After examining the characteristics of the region, SWIFT, in partnership with the province of Ontario, believes that Norfolk County represents the diversity of the project region on a smaller

scale, and as a result will be among one of the first counties to receive broadband infrastructure under the project.

My region was selected as a targeted project area, will my home receive high-speed internet?

SWIFT estimates that there is a \$2.7 billion infrastructure deficit in Southwestern Ontario, and while the targeted project will begin the initial first steps in the process to address connectivity challenges within the region, not all household/premises that are located in underserved areas (50/10) within Norfolk County are guaranteed to be connected during this phase of the project.

Once the procurement process begins, TSPs will bid on projects and propose the most efficient and effective network designs. After the procurement phase has closed and a successful proponent has been selected, SWIFT will release a full implementation plan including detailed construction timelines which will outline the specific communities that will be impacted by the targeted project.

How many households and businesses will the targeted project connect?

The newly announced project will focus on underserved areas in Norfolk County that do not meet the Canadian Radio-television and Telecommunications (CRTC) universal service objective of 50 Mbps download/10 Mbps upload (50/10) and are not currently expected to see any commercial roll-out plans from service providers in the near future.

Through the procurement process, TSPs will bid on projects and propose the most efficient and effective network designs. After the procurement phase has closed and a successful proponent has been selected, SWIFT will release a full implementation plan including the number of households and businesses passed.

How is the targeted project being funded?

SWIFT's **funding application** was approved under the Canada-Ontario Small Communities Fund (SCF), a joint federal and provincial infrastructure funding program. As a result, SWIFT projects are funded through investments from the Government of Canada, the Government of Ontario, municipal Governments, and the private sector.

When do you anticipate SWIFT releasing construction timelines regarding the remaining underserved counties/communities within the larger project region?

Upon the successful completion of the targeted project, in partnership with the government of Ontario, SWIFT will analyze and evaluate its proof of concept.

SWIFT will then utilize its key learnings to revise, where required, its business model to assist in ensuring the successful delivery of the next phase of the **project's** construction in Southwestern Ontario, Caledon and the Niagara Region.

As part of the ongoing funding process, SWIFT and the province of Ontario will work collaboratively to validate implementation details throughout the targeted project, as well as finalize a funding agreement that would release the remaining allocated funds.

SWIFT will then issue additional Request for Proposals (RFPs) to enable Telecom Service Providers (TSPs) to bid on the remaining project areas and propose the most efficient and

effect network designs to address connectivity challenges within the project region.

All project announcements, including construction timelines, will be released on the [SWIFT website](#).

Where can I get updates on when high-speed internet will be available in my area? SWIFT will provide regular progress updates on its [website](#), [Facebook page](#), [Twitter](#), and through its [e-newsletters](#).

Which Telecom Services Providers (TSPs) are eligible to participate in the targeted project? SWIFT has issued a Request for Prequalification (RFPO) whereby currently twenty-six (26) TSPs have prequalified and are eligible, as potential proponents, to participate in the upcoming SWIFT RFP processes. From time-to-time SWIFT will re-open the RFPO process to allow new TSPs to be added to the list.

It is important to note that networks funded by SWIFT will be built, owned and operated by TSPs. Through a procurement process, TSPs will bid on projects and propose the most efficient and effect network designs to address connectivity challenges within their local areas.

The project model is flexible to TSPs of all sizes and ensures that funds are only allocated to projects that would not have otherwise have taken place without subsidy.

How long will the targeted project take to implement and when will construction start? SWIFT will launch a Request for Proposal (RFP) later this year for **Norfolk County's targeted project**. During this phase of the project, SWIFT's prequalified Telecom Service Providers (TSPs) will bid on the project and propose network designs to address connectivity challenges within their local area.

SWIFT will evaluate each proposal based upon a set of predefined evaluation criteria. Construction of the network will commence once the procurement process has been completed and a successful proponent has been selected.

The process is designed to ensure the geographical expansion of the network and to increase access in underserved communities.

789 Broadway Street  
Wyoming, ON  
N0N 1T0  
(519) 914.1308

May 28, 2019  
Distributed Electronically

Dear Capital Partners, Heads of Council and CAOs,

RE: Approval of SWIFT Phase II Project.

We are pleased to inform you that on May 21, 2019 SWIFT received a letter from the Government of Ontario officially approving the next phase (Phase II) of the project, which will include pilot projects in the counties of Norfolk, Wellington and Lambton. This letter is SWIFT's official notification that work can begin on the project.

Upon the successful completion of the procurement process for the pilot projects, the government will move forward with the approval of the final phase of the project (Phase III) which will enable SWIFT to expand its network throughout the remaining communities in Southwestern Ontario, Niagara and Caledon.

Please note, although the pilots have been approved, SWIFT is in the process of negotiating a Contribution Agreement (CA) with the Province regarding the terms and conditions of its funding for Phase II of the project.

SWIFT will continue to work collaboratively with the Province to finalize Phase II CA and to ensure the success of its newly announced pilot projects.

Thank you for our ongoing support in the expansion of the SWIFT network.

If you have any further questions or concerns, please do not hesitate to contact us.

Sincerely,



Mitch Twolan  
WOWC Chair/SWIFT Vice Chair



David Mayberry  
SWIFT Chair

CC: SWIFT Board of Directors  
Enclosures



May 15, 2019

Hon. Christine Elliott, Minister of Health and Long Term Care  
Ministry of Health and Long-Term Care  
Hepburn Block, 10th Floor  
80 Grosvenor Street  
Toronto, ON M7A 1E9

Dear Minister Elliott:

We are writing today to bring your attention to an important financial issue related to Health Unit funding. Specifically, we are writing to request that you place a cap on all Health Unit budgets at the rate of inflation. Currently, Boards of Health are required to manage their services within an approved provincial budget for provincial expenditures. However, the Boards of Health are currently not required to cap their total annual budget and as a result, for the municipal portion of the Health Unit budget there is no expenditure limit.

In addition to giving municipal governments cost certainty for Public Health costs, capping Health Unit budgets at the rate of inflation would also have a number of additional positive outcomes that are in keeping with your government's commitments. Without a cap on total expenditures, there is no incentive for Boards of Health to find the administrative efficiencies that exist within the Public Health system. Instead, Health Units can simply make up the difference in provincial funding by transferring those costs on to property tax payers through the municipal portion of the bill. A cap on total budgets would ensure that the savings you are looking for would be achieved and not simply collected in a different way from our common residents.

Historically, municipalities have expressed concern about the creation of artificial surpluses that are then not returned to funding municipalities and instead are stored in reserves. This practice would be controlled by a cap on total Health Unit budgets as currently, the Boards of Health have the ability to create infinitely large reserves on the back of the property tax payer. Once this funding source is established within a Health Unit, direct political oversight over this funding is lost as there is no required accountability for the expenditure of these funds.

On behalf of the residents of Middlesex and Elgin, we thank you for your attention to this critical municipal funding issue. We know that by working together, we can achieve both the cost saving and accountability goals that are at the heart of the Provincial restructuring initiative, while at the same time providing our municipal tax payers with cost certainty.

Yours Very Truly,

Warden Kurtis Smith  
County of Middlesex  
399 Ridout Street North  
London, ON N6A 2P1

Warden Duncan McPhail  
County of Elgin  
450 Sunset Drive  
St. Thomas, ON N5R 5V1

c.c. Jeff Yurek, M.P.P., Elgin-Middlesex-London  
Monte McNaughton, M.P.P., Lambton-Kent-Middlesex



**Premier of Ontario**  
**Premier ministre**  
**de l'Ontario**

Legislative Building  
Queen's Park  
Toronto, Ontario  
M7A 1A1

Édifice de l'Assemblée législative  
Queen's Park  
Toronto (Ontario)  
M7A 1A1

Dear Heads of Council:

Our government was elected to clean up Ontario's financial nightmare that was created by 15 years of mismanagement and irresponsible actions on the part of the Liberals. The \$15 billion annual deficit and \$347 billion long-term debt they left to our children and grandchildren is a direct threat to critical public services the people of Ontario rely on. The interest payments on our debt alone amount to \$1 billion a month, not one cent of which goes to hiring more front line-emergency workers, lowering taxes or paying down the debt.

Getting Ontario back on a path to balance is essential for protecting important government services, long-term prosperity, attracting investment and creating good-paying jobs.

And we also believe that every government needs to step up and do its part; there is only one taxpayer, and the job of finding savings while protecting core services rests with every elected official in Ontario.

Having spent time at the city level I also understand that, with municipal budgets already set for the 2019-20 fiscal year, our partners need to have flexibility to achieve those savings.

After listening to the concerns of our partners and following the advice of my Minister of Municipal Affairs and Housing, Steve Clark, our government has made the decision to maintain the in-year cost sharing adjustments for land ambulance, public health and child care services.

Minister Clark has advised us to take this approach on the understanding that, as partners, Ontario's municipalities will use the additional time to work with the Government of Ontario to transform critical shared public services and find the efficiencies that will ensure their sustainability.

Our commitment to provide \$7.35 million, through the Audit and Accountability Fund, to help large municipalities find four cents on every dollar will support these efforts. And the \$200 million we have committed to small and rural municipalities to modernize services will also play an important part in meeting these objectives.

.../2

Our government was elected to protect public services for future generations, and a big part of that is by balancing the budget in a responsible way – that was our commitment. It is reassuring for me to hear that municipalities understand the fiscal challenges we face, but more importantly they understand that we face these challenges together. I look forward to working collaboratively with you to find savings, strengthen front-line services and protect what matters most to the people of Ontario. Sincerely,

The Hon. Doug Ford  
Premier of Ontario



Legislative Services  
Michael de Rond  
905-726-4771  
clerks@aurora.ca

Town of Aurora  
100 John West Way, Box 1000  
Aurora, ON L4G 6J1

May 15, 2019

**Delivered by email**  
doug.ford@pc.ola.org

The Honourable Doug Ford  
Premier of Ontario  
Premier's Office, Room 281  
Legislative Building, Queen's Park  
Toronto, ON M7A 1A1

Dear Premier Ford:

**Re: Town of Aurora Council Resolution of Tuesday, May 14, 2019**  
**Re: Motion (a) Mayor Mrakas; Re: Response to Bill 108, the More Homes,  
More Choice Act**

Please be advised that this matter was considered by Council at its meeting held on Tuesday, May 14, 2019, and in this regard Council adopted the following resolution:

**Whereas the legislation that abolished the Ontario Municipal Board (OMB) and replaced it with the Local Planning Appeal Tribunal (LPAT) received unanimous, all-party support; and**

**Whereas all parties recognized that local governments should have the authority to uphold their provincially-approved Official Plans, to uphold their community-driven planning; and**

**Whereas Bill 108 will once again allow an unelected, unaccountable body to make decisions on how our communities evolve and grow; and**

**Whereas on August 21, 2018, Minister Clark once again signed the Memorandum of Understanding (MOU) with the Association of Municipalities of Ontario and entered into "...a legally binding agreement recognizing Ontario Municipalities as a mature, accountable order of government."; and**

**Whereas this MOU is "enshrined in law as part of the *Municipal Act*" and recognizes that as "...public policy issues are complex and thus require**

**coordinated responses...the Province endorses the principle of regular consultation between Ontario and municipalities in relation to matters of mutual interest”; and**

**Whereas by signing this agreement, the Province made “...a commitment to cooperating with its municipal governments in considering new legislation or regulations that will have a municipal impact”; and**

**Whereas Bill 108 will impact 15 different Acts: *Cannabis Control Act, 2017; Conservation Authorities Act; Development Charges Act; Education Act; Endangered Species Act, 2007; Environmental Assessment Act; Environmental Protection Act; Labour Relations Act, 1995; Local Planning Appeal Tribunal Act, 2017; Municipal Act, 2001; Occupational Health and Safety Act; Ontario Heritage Act; Ontario Water Resources Act; Planning Act; and Workplace Safety and Insurance Act, 1997;***

- 1. Now Therefore Be it Hereby Resolved That the Town of Aurora oppose Bill 108, which in its current state will have negative consequences on community building and proper planning; and**
- 2. Be It Further Resolved That the Town of Aurora call upon the Government of Ontario to halt the legislative advancement of Bill 108 to enable fulsome consultation with Municipalities to ensure that its objectives for sound decision-making for housing growth that meets local needs will be reasonably achieved; and**
- 3. Be It Further Resolved That a copy of this Motion be sent to The Honourable Doug Ford, Premier of Ontario, The Honourable Christine Elliott, Deputy Premier, The Honourable Steve Clark, Minister of Municipal Affairs and Housing, Andrea Horwath, Leader of the New Democratic Party, and all MPPs in the Province of Ontario; and**
- 4. Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.**

The above is for your consideration and any attention deemed necessary.

Re: Town of Aurora Motion (a) Response to Bill 108, the More Homes, More Choice Act  
May 15, 2019  
Page 3 of 3

Yours sincerely,



Michael de Rond  
Town Clerk  
The Corporation of the Town of Aurora

MdR/lb

Copy: Hon. Christine Elliott, Deputy Premier  
Hon. Steve Clark, Minister of Municipal Affairs and Housing  
Andrea Horwath, Leader of the New Democratic Party  
All MPPs in the Province of Ontario  
Association of Municipalities of Ontario  
All Ontario Municipalities

May 28, 2019

Honourable Doug Ford, Premier of Ontario  
Legislative Building  
Queen's Park  
Toronto, ON M7A 1A1

*VIA EMAIL*

Dear Honourable Sir:

At the May 23, 2019 session of Grey County Committee of the Whole, resolution CW116-19 was adopted as follows:

**That the Town of Aurora correspondence dated May 14, 2019 regarding Bill 108 be supported as follows:**

**WHEREAS the legislation that abolished the OMB and replaced it with LPAT received unanimous – all party support; and**

**WHEREAS all parties recognized that local governments should have the authority to uphold their provincially approved Official Plans; to uphold their community driven planning; and**

**WHEREAS Bill 108 will once again allow an unelected, unaccountable body make decisions on how our communities evolve and grow; and**

**WHEREAS on August 21, 2018 Minister Clark once again signed the MOU with the Association of Municipalities of Ontario and entered into "...a legally binding agreement recognizing Ontario Municipalities as a mature, accountable order of government."; and**

**WHEREAS this MOU is "enshrined in law as part of the Municipal Act". And recognizes that as "...public policy issues are complex and thus require coordinated responses...the Province endorses the principle of regular consultation between Ontario and municipalities in relation to matters of mutual interest"; and**

**WHEREAS by signing this agreement, the Province made "...a commitment to cooperating with its municipal governments in considering new legislation or regulations that will have a municipal impact"; and**

**WHEREAS Bill 108 will impact 15 different Acts - Cannabis Control Act, 2017, Conservation Authorities Act, Development Charges Act, Education Act, Endangered Species Act, 2007, Environmental Assessment Act, Environmental Protection Act, Labour Relations Act, 1995, Local Planning Appeal Tribunal Act, 2017, Municipal Act, 2001, Occupational Health and Safety Act, Ontario Heritage Act, Ontario Water Resources Act, Planning Act, Workplace Safety and Insurance Act, 1997.**

**Now Therefore Be it Hereby Resolved That Grey County oppose Bill 108 which in its current state will have negative consequences on community building and proper planning; and**

**Be it further resolved that Grey County call upon the Government of Ontario to halt the legislative advancement of Bill 108 to enable fulsome consultation with Municipalities to ensure that its objectives for sound decision making for housing growth that meets local needs will be reasonably achieved; and**

**Be It Further Resolved That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, The Honourable Christine Elliott, Deputy Premier, the Honourable Steve Clark, Minister of Municipal Affairs, the Honourable Andrea Horwath, Leader of the New Democratic Party, and all MPPs in the Province of Ontario; and**

**Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.**

Yours truly,



Jacquelyn Morrison  
Deputy Clerk/ Legislative Coordinator  
(519) 372-0219 x 1294  
[jacquelyn.morrison@grey.ca](mailto:jacquelyn.morrison@grey.ca)  
[www.grey.ca](http://www.grey.ca)

- cc. Mayor Tom Mrakas, Town of Aurora  
Hon. Christine Elliott, Deputy Premier of Ontario  
Hon. Steve Clark, Minister of Municipal Affairs  
Hon. Andrea Horwath, Leader of the New Democratic Party  
MPPs in the Province of Ontario  
Association of Municipalities of Ontario  
Ontario Municipalities

May 31, 2019

Jamie McGarvey, President  
Association of Municipalities of Ontario  
200 University Avenue, Suite 801  
Toronto, ON M5H 3C6

**RE: Motion to Oppose Bill 108, More Homes, More Choice Act, 2019**

Please be advised that Guelph City Council at its meeting of May 27, 2019, approved the following motion which reads as follows:

WHEREAS the legislation that abolished the OMB and replaced it with LPAT received unanimous – all party support; and

WHEREAS All parties recognized that local governments should have the authority to uphold their provincially approved Official Plans; to uphold their community driven planning; and

WHEREAS Bill 108 will once again allow an unelected, unaccountable body make decisions on how our communities evolve and grow; and

WHEREAS On August 21, 2018 Minister Clark once again signed the MOU with the Association of Municipalities of Ontario and entered into "...a legally binding agreement recognizing Ontario Municipalities as a mature, accountable order of government."; and

WHEREAS This MOU is "enshrined in law as part of the Municipal Act", and recognizes that as "...public policy issues are complex and thus require coordinated responses...the Province endorses the principle of regular consultation between Ontario and municipalities in relation to matters of mutual interest"; and

WHEREAS By signing this agreement, the Province made "...a commitment to cooperating with its municipal governments in considering new legislation or regulations that will have a municipal impact"; and

WHEREAS Bill 108 will impact 15 different Acts - Cannabis Control Act, 2017, Conservation Authorities Act, Development Charges Act, Education Act, Endangered Species Act, 2007, Environmental Assessment Act, Environmental Protection Act, Labour Relations Act, 1995, Local Planning Appeal Tribunal Act, 2017, Municipal Act, 2001, Occupational Health and Safety Act, Ontario Heritage Act, Ontario Water Resources Act, Planning Act, Workplace Safety and Insurance Act, 1997.

**City Hall**  
1 Carden St  
Guelph, ON  
Canada  
N1H 3A1

T 519-822-1260  
TTY 519-826-9771

Now Therefore Be it Hereby Resolved That the City of Guelph oppose Bill 108 which in its current state will have negative consequences on community building and proper planning; and

Be It Further Resolved that the City of Guelph call upon the Government of Ontario to halt the legislative advancement of Bill 108 to enable fulsome consultation with Municipalities to ensure that its objectives for sound decision making for housing growth that meets local needs will be reasonably achieved; and

Be It Further Resolved That a copy of this Motion be sent to the Honourable Doug Ford, Premier of Ontario, The Honourable Christine Elliott, Deputy Premier, the Honourable Steve Clark, Minister of Municipal Affairs, the Honourable Andrea Horwath, Leader of the New Democratic Party, and all MPPs in the Province of Ontario; and

Be It Further Resolved That a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

On behalf of Guelph City Council, we thank you for your consideration respecting this important matter.

Sincerely,



Stephen O'Brien  
General Manager, City Clerk's Office/City Clerk  
Corporate Services, City of Guelph

CC  
All Ontario Municipalities



The Corporation of the Municipality of  
**Central Elgin**

450 Sunset Drive, 1st Floor, St. Thomas, Ontario N5R 5V1 P: 519.631.4860 F: 519.631.4036

May 29<sup>th</sup>, 2019

Brian Lima  
Director of Engineering Services  
County of Elgin  
450 Sunset Drive  
St. Thomas, ON N5R 5V1

Via email: [blima@county.ca](mailto:blima@county.ca)

Dear Mr. Lima:

Re: Springwater Road – Community Safety Zone & Speed Limit Assessment

Please be advised that Central Elgin Council discussed your correspondence respecting the above noted matter at their meeting dated Monday, May 27, 2019 and the following resolution was passed:

- THAT : The Council of the Corporation of the Municipality of Central Elgin has no objections to the designation of Springwater Road from Conservation Line to a point 300 metres south of Southdale Line as a "Community Safety Zone" as per correspondence received from Brian Lima, County Engineer, dated May 14<sup>th</sup>, 2019;  
AND FURTHER THAT: The reduced speed limit in said zone be 60 km/hr. CARRIED.

Please feel free to contact me at the municipal office should you have any questions or require additional information.

Yours truly,

Dianne Wilson  
Deputy Clerk/Records Management Coordinator

c.c. D. McPhail, Warden, County of Elgin  
J. Gonyou, CAO, County of Elgin  
L. Perrin, Director of Physical Services



**Ministry of Health  
and Long-Term Care**

Assistant Deputy Minister  
Long-Term Care Homes Division

11th Floor, 1075 Bay Street  
Toronto ON M5S 2B1  
Tel.: (416) 327-7461  
Fax: (416) 327-7603

**Ministère de la Santé  
et des Soins de longue durée**

Sous-ministre adjointe  
Division des foyers de soins de longue durée

1075, rue Bay, 11e étage  
Toronto ON M5S 2B1  
Téléphone: (416) 327-7461  
Télécopieur: (416) 327-7603



May 29, 2019

**MEMORANDUM TO:** Existing Long-Term Care Home Operators

**FROM:** Brian Pollard  
Assistant Deputy Minister  
Long-Term Care Homes Division

**RE:** Conclusion of the High Wage Transition Fund

---

As you are aware, on April 11, 2019 the government tabled its 2019 Budget. This year's budget reflects the outcomes of a comprehensive multi-year planning process that built on the findings of EY Canada's line-by-line review, and the ideas identified in the Planning for Prosperity Survey and the Big Bold Ideas Challenge. The government conducted a thorough review of all government programs in order ensure investments are sustainable and modernized. The review is also meant to ensure that duplication is eliminated, and valuable programs and services are sustainable and delivering outcomes for the people of Ontario.

In addition to this review, all ministries were required to identify administrative savings. This was to be done by identifying opportunities to modernize services in order to reduce administrative costs and burden, while improving services across ministries, agencies and transfer-payment partners. Ministries considered how they could eliminate duplicative and non-value added processes, and implement automation and other streamlining solutions where repetitive and routine tasks existed previously.

To that end, the ministry has identified the High Wage Transition Fund (HWTF) as an opportunity for a policy change.

HWTF was introduced on April 1, 1996, as a three-year temporary transition measure. The objective was to assist operators to maintain equitable service levels while higher than average wage costs were addressed, as the ministry moved to a "needs based" funding approach.

HWTF has now exceeded its intended purpose as the transition to the Level of Care funding model has since standardized funding approaches across all Long-Term Care homes. Accordingly, the Ministry of Health and Long-Term Care is concluding the HWTF program. Effective August 1, 2019, the payments made in accordance with the *High Wage Transition Funding Guidelines* (dated May 2011) as referred to in Schedule A of the Letter of Agreement for Ministry Direct Funding to Long-Term Care Homes will be discontinued. At that time, the monthly payment notices will be adjusted to reflect this change.

.../2

While we continue to review and evolve health care policy in Ontario, we are acutely aware of the critical and important services our long-term care partners deliver to patients, which is why we are demonstrating our commitment through a 1.7% overall increase to LTC sector funding for 2019-20.

Please contact the ministry at [LTC.Info@ontario.ca](mailto:LTC.Info@ontario.ca) with the subject line "Conclusion of HWTF" for any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Pollard". The signature is fluid and cursive, with a large initial "B" and a long, sweeping tail.

Brian Pollard  
Assistant Deputy Minister  
Long-Term Care Homes Division

**Ministry of Health  
and Long-Term Care**

Assistant Deputy Minister  
Long-Term Care Homes Division

11th Floor, 1075 Bay Street  
Toronto ON M5S 2B1  
Tel.: (416) 327-7461  
Fax: (416) 327-7603

**Ministère de la Santé et  
des Soins de longue durée**

Sous-ministre adjointe  
Division des foyers de soins de longue  
durée

1075, rue Bay, 11e étage  
Toronto ON M5S 2B1  
Téléphone: (416) 327-7461  
Télécopieur: (416) 327-7603

May 29, 2019

**MEMORANDUM TO:** Existing and Prospective Long-Term Care Home Operators

**FROM:** Brian Pollard  
Assistant Deputy Minister  
Long-Term Care Homes Division

**SUBJECT:** Conclusion of the Structural Compliance Premium Program

---

As you are aware, on April 11, 2019, the government tabled its 2019 Budget. This year's budget reflects the outcomes of a comprehensive multi-year planning process that built on the findings of EY Canada's line-by-line review, and the ideas identified in the Planning for Prosperity Survey and the Big Bold Ideas Challenge. The government conducted a thorough review of all government programs to ensure that investments are sustainable and modernized. The review was also meant to ensure that duplication is eliminated, and that valuable programs and services are sustainable and delivering outcomes for the people of Ontario.

In addition to this review, all ministries were required to identify administrative savings. This was to be done by identifying opportunities to modernize services to reduce administrative costs and burden, while improving services across ministries, agencies and transfer-payment partners. Ministries considered how they could eliminate duplicative and non-value added processes, and implement automation and other streamlining solutions where repetitive and routine tasks existed previously.

To that end, the ministry has identified the Structural Compliance Premium program as an opportunity for a policy change.

Since April 1, 1998, the ministry has paid a Structural Compliance Premium (SCP) to long-term care home operators who were not eligible at the time to receive other financial assistance from the ministry to upgrade their homes. The intention was to support eligible operators with complying with relevant design standards until such time that they were eligible for other ministry support for development and upgrading projects, namely the Construction Funding Subsidy (CFS) program.

The base funding that is available to long-term care home operators through the CFS program has been increased from \$16.65 to \$18.03. The funding premiums for Leadership in Energy and Environmental Design Silver certification and the ministry's Enhanced Transition Support program have been consolidated into the base amount for the Construction Funding Subsidy for all eligible development and upgrading projects, which simplifies the funding approach and reduces barriers for long-term care home operators. This increased base funding will apply to any long-term care beds that opened on or after June 30, 2018.

As there is now improved financial support with which operators can build new and/or upgrade existing long-term care homes, the ministry will be harmonizing the eligibility for SCP payments with the 20-year terms for CFS payments that were provided to eligible operators in 1998. Accordingly, as of August 1, 2019, the SCP funding for eligible operators under the *Policy for Funding Construction Costs of Long-Term Care Facilities, 1999* will be discontinued. At that time, monthly payment notices will be adjusted to reflect this change. The SCP funding for eligible operators under the *Structural Compliance Premiums for Self-Funded Renewal Projects, 2009* will not be discontinued at this time.

Please note that many of the long-term care beds for which operators currently receive SCP payments are now eligible to be upgraded and to receive CFS funding, which is significantly greater than that provided under the SCP program. The ministry will soon be open for business for long-term care home development, and existing and prospective new operators can then apply to the ministry to receive a CFS to build new long-term care beds and/or upgrade existing ones.

We look forward to working with you to have 15,000 new beds added in five years, upgrade older beds to modern standards, and end hallway health care in communities across the province. Thank you for your continuing commitment to long-term care residents. While we continue to review and evolve health care policy in Ontario, we are acutely aware of the critical and important services that our long-term care partners deliver to residents. We are demonstrating this strong commitment through a 1.7% overall increase to funding for the long-term care sector for 2019-20.

Please contact the ministry at [LTC.Development@ontario.ca](mailto:LTC.Development@ontario.ca) with the subject line "Changes to the Structural Compliance Premium" with any questions.

Sincerely,



Brian Pollard  
Assistant Deputy Minister  
Long-Term Care Homes Division

May 10, 2019

Sir/Madam  
Chief Administrative Officer  
County of Elgin  
450 Sunset Drive  
St. Thomas, ON N5R 5V1

**RE: NOTICE OF STUDY COMPLETION  
OXFORD COUNTY TRANSPORTATION MASTER PLAN (TMP)**

---

Oxford County recently completed the final draft version of the Oxford County Transportation Master Plan (TMP) and is seeking input from members of the public, stakeholders, municipal and agency staff and other interested parties/groups.

The Oxford County TMP is a strategic planning document that outlines and defines the policies, programs and infrastructure modifications needed to manage both existing and anticipated transportation demands to the year 2038 and beyond. Building on the directions articulated in several key County policy and Plan documents, the TMP establishes the goals, strategies and initiatives necessary to achieve the municipality's future transportation vision. The TMP integrates municipal transportation planning with environmental assessment objectives and land use planning, ultimately providing for a multi-modal transportation system that is sustainable, integrated and accessible.

The TMP has been prepared to document the planning and decision-making process undertaken for this study. Key recommendations of the TMP were presented to Council on April 24, 2019 and approved, pending the 30-day public review period that commence with issuance of the attached Notice of Completion.

**Please review the draft available at local area municipal offices, the Oxford County Administration Building, and on *Speak Up, Oxford!* (<http://www.oxfordcounty.ca/Your-Government/Speak-up-oxford>).**

**Please provide all written comments to Oxford County by June 17, 2019.**

Yours Truly,



Frank Gross, C.Tech  
Manager of Transportation & Waste Management Services

## PUBLIC NOTICE

### NOTICE OF COMPLETION

# Oxford County Transportation Master Plan

## The Study

Oxford County has completed the Oxford County Transportation Master Plan (TMP), a strategic planning document that outlines and defines the policies, programs and infrastructure modifications needed to manage both existing and anticipated transportation demands to the year 2038 and beyond.

Building on the directions articulated in several key County policy and planning documents, the TMP establishes the goals, strategies and initiatives necessary to achieve the municipality's future transportation vision. The TMP integrates municipal transportation planning with environmental assessment objectives and land use planning, ultimately providing for a multi-modal transportation system that is sustainable, integrated and accessible.

## The Process

The Oxford County TMP was conducted in accordance with the master planning process following the requirements of Phases 1 and 2 of the Municipal Class Environmental Assessment (October 2000, as amended in 2007, 2011 and 2015), which is an approved process under the Ontario Environmental Assessment Act. The TMP addresses need and justification at a broad level and recommended infrastructure projects will require further detailed studies as per the Municipal Class Environmental process.



## The Completion

The TMP has been prepared to document the planning and decision-making process undertaken for this study. Key recommendations of the TMP were approved by County Council on April 24, 2019 along with support to issue this Notice and to commence the 30-day public review period.

The Oxford County TMP is available for review at local area municipal offices, the Oxford County Administration Building, and on [Speak Up, Oxford!](#) at [www.oxfordcounty.ca/speakup](http://www.oxfordcounty.ca/speakup). Further questions or comments can be directed to:

**Frank Gross, C. Tech.**  
**Manager, Transportation & Waste Services**  
Oxford County  
21 Reeve Street, PO Box 1614  
Woodstock, ON N4S 7Y3  
519-539-9800 ext. 3120 | 1-800-755-0394  
[fgross@oxfordcounty.ca](mailto:fgross@oxfordcounty.ca)

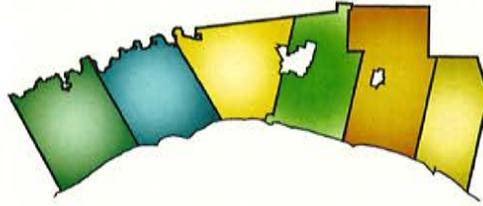
**Stew Elkins, BES, MITE**  
**Vice-President and CRO**  
Paradigm Transportation Solutions Limited  
5A-150 Pinebush Road  
Cambridge, ON N1R 8J8  
905-381-2229 ext. 300  
[selkins@ptsl.com](mailto:selkins@ptsl.com)

**Please provide all written comments to Oxford County by June 17, 2019.**

We extend our thanks to those in Oxford County communities who participated in the Transportation Master Plan project.

*Information is collected in accordance with the Municipal Freedom of Information and Protection of Privacy Act. With the exception of personal information, all comments become part of the public record.*

This Notice first issued May 15, 2019.



## ELGIN GROUP POLICE SERVICES BOARD

**Chair Sally Martyn**

Tel. 519-631-1460

450 Sunset Drive

St. Thomas, ON N5R 5V1

---

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich  
Municipality of West Elgin | Township of Malahide | Township of Southwold

---

May 20, 2019

Dear Elgin County Municipal Partners,

Re: Community Safety and Well Being Plan for Elgin County

As part of legislative changes to the Police Services Act (Bill 68) passed in March 2019, each municipality in Elgin County will be required to develop a Community Safety and Well-Being (CSWB) Plan. Plans must be prepared and adopted by January 1, 2021. The Province encourages the development of joint plans with neighbouring municipalities which is the reason for this correspondence.

To provide you with some background information on CSWB Plans, the goal(s) of developing and implementing a CSWB Plan, as presented by the Ontario government is to:

- achieve a state of being a sustainable community where everyone is safe, has a sense of belonging, access to services and where individuals and families are able to meet their needs for education, health care, food, housing, income and social and cultural expression;
- ensure the right services are delivered to the right people at the right time;
- recognize that complex risks to safety and well-being cannot and should not be addressed in isolation by any one organization, agency or sector; and
- achieve greater coordination and collaboration on issues and situations before they escalate into a crisis.

There are many legislative requirements associated with CSWB planning including the following requirements to:

- establish a multi-sectoral advisory committee including representatives from, but not limited to health and mental services, education services, community/social services (adult/children/youth), custodial services to children or youth, municipal council members or municipal employees, the police services board or a detachment commander (or delegate);
- conduct consultations with the advisory committee, members of the public including youth, as well as members of First Nations and community organizations that represent these groups;
- identify priority risks (e.g. systemic discrimination and other social factors that contribute to crime, victimization, addiction, drug overdose and suicide) and must identify strategies to reduce the prioritized risk factors (e.g. new services, changing/coordinating existing services); and
- set measurable outcomes.

At the Elgin Group Police Services Board (PSB) meeting on May 7<sup>th</sup>, 2019 members were supportive of developing one (1) CSWB Plan for Elgin County and the City of St. Thomas that could be customized by each partner municipality to suit local interests.

Three lead agencies were identified and recommended to lead this process including the County of Elgin, City of St. Thomas and Town of Aylmer (as the plan requires the participation of Police Chiefs). With support of Elgin County Council, the PSB recommends that the Elgin County Chief Administrative Officer, who is also the Secretary/Administrator for the Elgin Group PSB be the designated lead for Elgin County along with Administration and Police Services from the City of St. Thomas and Town of Aylmer to coordinate the work required for our community to plan and implement a CSWB Plan.

This new initiative will require your Council's participation as well as the participation of your staff and community agencies. A streamlined approach to this work will undoubtedly save your municipal staff and partner agencies time and resources.

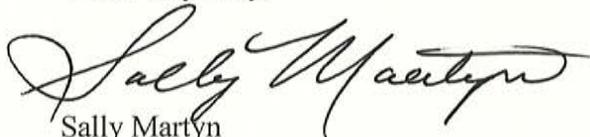
As provincial funding is not available for this project, and if partner municipalities in Elgin wish to take a collaborative approach to the CSWB Plan, the PSB is prepared to request that Elgin County Council provide financial support for Elgin County's proportionate share of any external resources required to complete the plan.

**Request:**

On behalf of your Police Services Board, I am writing to request that your Municipal Council confirm, by way of resolution, your municipality's interest in working collaboratively on a joint CSWB Plan and your support to have the County Chief Administrative Officer lead the process on behalf of the constituent municipalities represented by the PSB.

We would appreciate it if you could share this information with Julie Gonyou, County Chief Administrative Officer ([cao@elgin.ca](mailto:cao@elgin.ca)) by June 30, 2019 for consideration at the Police Services Board meeting on July 3, 2019.

Yours very truly,



Sally Martyn  
Chair, Elgin Group Police Services Board

cc. Elgin County Council  
Elgin Group Police Services Board  
Town of Aylmer Administrator Reynaert/Aylmer Police Chief Horvat  
St. Thomas City Manager Graves/City of St. Thomas Police Chief Herridge  
Detachment Commander Inspector Fishleigh



## ELGIN GROUP POLICE SERVICES BOARD

Chair Sally Martyn

Tel. 519-631-1460

450 Sunset Drive

St. Thomas, ON N5R 5V1

---

Municipality of Bayham | Municipality of Central Elgin | Municipality of Dutton Dunwich  
Municipality of West Elgin | Township of Malahide | Township of Southwold

---

May 20, 2019

Hon. Jeff Yurek MPP, Minister of Transportation  
Suite 201  
750 Talbot Street,  
St. Thomas, ON N5P 1E2

Dear Minister Yurek,

Re: Increased Speed Limits on 400 Series Highways

On behalf of the Elgin Group Police Services Board, I am writing to share our Board's concerns in regard to the increased speed limits pilot project on the 400 series highways recently announced by the Ministry of Transportation as part of the *Get Ontario Moving Act*. Public safety is our group's main priority and we are concerned that driving faster on the 400 series highways presents serious safety problems.

The 400 series highways are the busiest highways in Canada. As you are in the process of examining speed limits on some of your main highways and undertake a review of the pilot projects associated with this initiative, we ask that your Ministry give careful consideration to the following:

- While the roads may be designed to handle traffic at higher speed limits, we fear an increased posted speed limit will result in an increase in serious collisions. Traffic studies indicate that speeding increases the likelihood and severity of a collision and the results are not forgiving. This was the unfortunate result in several instances following a study of the increase in posted speed limits on British Columbia's highways in 2014.
- Studies also indicate that fatality rates increase at speeds greater than 100 km/hr. A contributing factor to such serious collisions is limited reaction time when it comes to hazards thereby reducing the reaction time for others on the highway.
- Many motorists automatically travel faster than the posted speed limits and we are concerned that there is an increased tendency for speed to increase with increased posted limits.
- We recommend that an evaluation of penalties associated with infractions on the 400 series highways must be considered as well, consideration must be given to the regulated speeds for semi-trucks on the highways.
- There is a need to consult with enforcement agencies and Police Services Boards. Elgin Police Services Board is keenly interested in participating in the consultation process.
- Enhanced enforcement will be required to monitor highways, yet the budget for Ontario Provincial Police has been cut.

While we understand your motivations, we strongly encourage you to undertake a careful, evidence-based review of the pilot initiatives and ask that you give careful consideration to our Board's concerns.

Yours very truly,

Sally Martyn, Chair  
Elgin Group Police Services Board

cc. Elgin County Municipalities  
Elgin County Council  
Zone 6 Police Services Boards  
Elgin OPP Detachment



# Starting a New Chapter

Please join us for a

## Retirement Party Open House

in honour of

### Shelley Fleming

33 Years with the Elgin County Library

Wednesday, July 3rd

5:30 p.m. – 8:00 p.m.

### Presentation at 6:00 p.m.

Appetizers and refreshments

Dutton Library, 236 Shackleton Street, Dutton



ElginCountyLibrary

WL	JUN	3	1997	WL530
WL	JUN	7	1997	WL108
WL	JUL	5	1997	
WL	AUG	-7	1997	WL297
WL	OCT	16	1997	WL351
WL	NOV	25	1997	WL339
WL	APR	11	1998	WL257

If you are unable to attend the open house, Shelley will also be at the Rodney Library, June 27th from 2:00 p.m. to 8:00 p.m. and the West Lorne Library, June 28th, from 2:00 p.m. to 5:00 p.m.

**COUNTY OF ELGIN**

**By-Law No. 19-21**

**" BEING A BY-LAW TO AMEND BY-LAW 19-04 BEING A BY-LAW TO PROVIDE FOR  
THE ADOPTION OF THE 2019 BUDGET OF  
THE CORPORATION OF THE COUNTY OF ELGIN AND TO ESTABLISH THE 2019  
TAX RATIOS, AND TO ESTABLISH THE 2019 TAX RATES FOR THE COUNTY  
CONSTITUENT MUNICIPALITIES"**

WHEREAS Section 289 of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of each upper-tier municipality shall in each year prepare and adopt estimates of all sums required during the year for the purposes of the upper-tier municipality;

AND WHEREAS Section 308(5) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of an upper-tier municipality shall in each year establish the tax ratios for that year for the upper-tier municipality and its lower-tier municipalities;

AND WHEREAS Section 308(7) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of each upper-tier municipality establish for each property class, a single tax ratio for the upper-tier municipality and its lower-tier municipalities;

AND WHEREAS Section 308(15-18) of the Municipal Act, 2001, S.O. 2001, c.25, provides that the Council of each upper-tier municipality may opt to have certain optional property classes apply within the County;

AND WHEREAS the province, starting in 2017, is allowing greater flexibility in setting the vacancy/excess land reduction rate on commercial and industrial properties;

AND WHEREAS the local municipally owned landfill sites in Dutton/Dunwich and West Elgin did not previously pay property tax to the County for these properties and the new landfill tax ratio would unfairly penalize the local municipalities;

AND WHEREAS the Municipal Act, 2001, S.O. 2001 c.25 s.107 provides that Council may make grants to any body Council deems in the interest of the municipality;

AND WHEREAS it is necessary to apply revenue neutral transition landfill ratio to establish 2019 tax rates;

AND WHEREAS the revenue neutral ratio is now available from the province;

AND WHEREAS the previously approved managed forest ratio of 23% is in conflict with the 25% ratio as set forth in the Municipal Act, 2001, S.O. 2001, c.25 308.1(2).

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

1. THAT the large industrial class be chosen as an optional property class.
2. THAT the tax ratio on vacant/excess land commercial and industrial properties be set to the same ratio as the occupied classes; and,
3. THAT the municipalities of Dutton/Dunwich and West Elgin be granted relief on the full portion of the County property taxes on the landfills that these municipalities use for local resident waste.

4. THAT the 2019 tax ratios for the County of Elgin set out on Schedule “A”, attached hereto and forming part of this by-law, be approved and adopted by Council.

5. THAT the 2019 budget of the County of Elgin set out on Schedule “B”, attached hereto and forming part of this by-law, which incorporates estimates for revenue and for expenditures be approved and adopted by Council.

6. THAT the 2019 tax rates for the assessment in each property class set out in Schedule “C”, attached hereto and forming part of this by-law, be approved and adopted by Council.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>TH</sup> DAY OF JUNE 2019.

---

Julie Gonyou,  
Chief Administrative Officer.

---

Duncan McPhail,  
Warden.

**COUNTY OF ELGIN**

**By-Law 19-21**

**SCHEDULE A**

**Ratios**

**PROPERTY CLASS**

	<b>2019</b>	<b>2018</b>
RESIDENTIAL/FARM	1.0000	1.0000
FARMLAND AWAITING DEVELOPMENT - RESIDENTIAL	0.5000	0.5000
NEW MULTI-RESIDENTIAL	1.0000	1.0000
MULTI-RESIDENTIAL	1.9999	1.9999
COMMERCIAL OCCUPIED	1.6376	1.6376
COMMERCIAL VACANT LAND	1.6376	1.6376
INDUSTRIAL OCCUPIED	2.2251	2.2251
INDUSTRIAL VACANT LAND	2.2251	2.2251
LARGE INDUSTRIAL OCCUPIED	2.8318	2.8318
LARGE INDUSTRIAL VACANT	2.8318	2.8318
PIPELINES	1.1446	1.1446
FARM	0.2300	0.2500
MANAGED FORESTS	0.2500	0.2500
LANDFILL	33.38990 *	33.335124

\* ratio calculated by the province to avoid tax changes resulting from assessment methodology change

**Schedule B:  
2019 Operating Budget  
By-Law 19-21**

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8
	Prior Operating				Current Operating Budget			Current Operating Budget
	(Revenue)	Expense	Net Budget (Revenue)/Expense	FORECAST/ ACTUAL	(Revenue)	Expense	Net Budget (Revenue)/ Expense	(Over)/ Under Prior Year
<b>CORPORATE ACTIVITIES</b>								
1) Taxes	(35,631,937)	594,028	(35,037,909)	(35,163,004)	(35,535,217)	374,713	(35,160,504)	122,596
2) Interest Charges & Income	(204,047)	4,047	(200,000)	(411,058)	(1,490,462)	1,079,400	(411,062)	211,062
3) Social Services - St. Thomas	-	2,348,306	2,348,306	2,324,192		2,321,827	2,321,827	26,479
4) Health Unit	(383,103)	1,272,867	889,764	833,730		953,264	953,264	(63,500)
5) Grants	-	372,513	372,513	370,046	-	315,837	315,837	56,676
6) Rental Income	(254,527)	138,525	(116,002)	(115,990)	(260,060)	138,538	(121,522)	5,520
7) Property Assessment	(113,222)	880,484	767,262	767,262		779,702	779,702	(12,440)
8) Ontario Municipal Partnership Fund	(48,997)	(690,703)	(739,700)	(739,700)	539,700	(1,079,400)	(539,700)	(200,000)
9) Project Costs	-	665,000	665,000	503,326	-	714,764	714,764	(49,764)
<b>10) Corporate</b>	<b>(36,635,833)</b>	<b>5,585,067</b>	<b>(31,050,766)</b>	<b>(31,631,195)</b>	<b>(36,752,039)</b>	<b>5,598,645</b>	<b>(31,153,394)</b>	<b>102,628</b>
<b>Departmental</b>								
11) Warden and Council	(3,036)	367,179	364,143	320,623	(3,036)	418,897	415,861	(51,718)
12) Administrative Services	(257,014)	784,408	527,394	550,493	(259,826)	857,247	597,421	(70,027)
13) Financial Services	-	634,946	634,946	624,171	-	643,309	643,309	(8,362)
14) Human Resources	(32,500)	589,092	556,592	513,698	(32,500)	603,665	571,165	(14,573)
15) Administrative Building	(434,277)	990,990	556,713	539,832	(520,542)	1,117,349	596,807	(40,094)
16) Corporate Expenditures	(60,000)	761,582	701,582	687,523	(95,000)	744,989	649,989	51,592
17) Engineering	(3,022,734)	13,409,372	10,386,637	10,343,864	(3,034,808)	13,169,727	10,134,919	251,719
18) Homes	(18,882,915)	23,844,477	4,961,562	4,800,422	(19,544,130)	24,452,999	4,908,869	52,693
19) Museum & Archives	(58,271)	498,832	440,561	361,044	(60,126)	524,558	464,432	(23,871)
20) Library Services	(187,510)	2,875,386	2,687,876	2,648,570	(172,985)	2,962,249	2,789,264	(101,388)
21) Information Technology	(89,870)	1,073,452	983,582	951,223	(63,000)	1,079,956	1,016,956	(33,373)
22) Provincial Offences	(1,519,293)	1,428,838	(90,455)	(81,866)	(1,549,293)	1,450,043	(99,250)	8,796
23) Collections	(474,679)	457,511	(17,168)	(18,777)	(494,304)	476,645	(17,658)	491
24) Ambul. & Emergency Meas.	(7,268,996)	10,092,446	2,823,450	2,819,031	(7,371,321)	10,337,191	2,965,870	(142,419)
25) Econ.Dev'l, Tourism & Plan.	(428,779)	1,572,764	1,143,985	1,067,866	(381,964)	1,493,773	1,111,809	32,176
<b>26) Departmental</b>	<b>(32,719,875)</b>	<b>59,381,277</b>	<b>26,661,402</b>	<b>26,127,717</b>	<b>(33,582,834)</b>	<b>60,332,595</b>	<b>26,749,761</b>	<b>(88,358)</b>
<b>27) Elgin County</b>	<b>(69,355,707)</b>	<b>64,966,344</b>	<b>(4,389,364)</b>	<b>(5,503,478)</b>	<b>(70,334,874)</b>	<b>65,931,240</b>	<b>(4,403,634)</b>	<b>14,270</b>
Levy Increase			4.6%		1,542,595		(1,542,595)	
Net Income					(68,792,278)	65,931,240	(5,946,229)	1,556,865
Memo: Levy			33,526,235		35,068,830			

**COUNTY OF ELGIN**

**By-Law 19-21**

**SCHEDULE C**

<b>PROPERTY CLASS</b>	<b><u>Prior</u> 2018 TAX RATES</b>	<b>2019 TAX RATES</b>	<b>% Change</b>
RESIDENTIAL	0.601192%	0.605733%	0.76%
FARMLAND AWAITING DEVELOPM	0.300596%	0.302867%	0.76%
NEW MULTI-RESIDENTIAL	0.601192%	0.605733%	0.76%
MULTI-RESIDENTIAL	1.202324%	1.211405%	0.76%
COMMERCIAL OCCUPIED	0.984512%	0.991948%	0.76%
COMMERCIAL VACANT LAND	0.984512%	0.991948%	0.76%
INDUSTRIAL OCCUPIED	1.337712%	1.347816%	0.76%
INDUSTRIAL VACANT LAND	1.337712%	1.347816%	0.76%
LARGE INDUSTRIAL OCCUPIED	1.702456%	1.715315%	0.76%
LARGE INDUSTRIAL VACANT	1.702456%	1.715315%	0.76%
LANDFILL	20.040810%	20.225362%	0.92%
PIPELINES	0.688124%	0.693322%	0.76%
FARM	0.150298%	0.139319%	-7.30%
MANAGED FORESTS	0.150298%	0.151433%	0.76%

Definition: "Tax rate" means the tax rate to be levied against property expressed as a percentage, to six decimal places, of the assessment of the property.

COUNTY OF ELGIN

By-Law No. 19-22

**“BEING A BY-LAW TO AUTHORIZE THE WARDEN AND CHIEF ADMINISTRATIVE OFFICER TO ENTER INTO A FUNDING AGREEMENT WITH THE ONTARIO MINISTRY OF RURAL AFFAIRS, UNDER THE RURAL ECONOMIC DEVELOPMENT (RED) PROGRAM TO DEVELOP AN WORKFORCE DEVELOPMENT WEBSITE INITIATIVE”**

WHEREAS Section 5(3) of the Municipal Act, S.O. 2001, Chapter 25 as amended grants municipal power to exercise its capacity, rights, powers and privileges by by-law;

AND WHEREAS Section 8(1) of said Act confers broad authority to municipalities to govern its affairs as it considers appropriate;

AND WHEREAS Section 9 of said Act confers upon a Municipality the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act:

AND WHEREAS the Ontario Ministry of Rural Affairs, through its Rural Economic Development (RED) program, has granted Elgin County \$12,500 as its 50 percent contribution towards the development of a workforce development website;

AND WHEREAS Elgin County Council deems it advisable to match, said funds for the specific purposes mentioned herein.

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

1. That the Warden and Chief Administrative Officer be authorized and directed to enter into a funding contribution agreement with Her Majesty The Queen in Right of Ontario as represented by the Minister of Rural Affairs to accept funding for specific initiatives.
2. That the Agreement for which authorization to execute is granted hereunder shall become effective once signed by or on behalf of both parties thereto.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF JUNE 2019.

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Julie Gonyou,  
Chief Administrative Officer.

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Duncan McPhail,  
Warden.

**COUNTY OF ELGIN**

**By-Law No. 19-23**

**“BEING A BY-LAW TO RESTRICT THE WEIGHT OF VEHICLES**

**PASSING OVER BRIDGES AND TO AMEND BY-LAW NO. 19-23”**

WHEREAS Section 123 (2) of the Highway Traffic Act, being Chapter H.8, R.S.O. 1990, as amended, provides that the Municipal Corporation or other authority having jurisdiction over a bridge may by by-law limit the gross weight of any vehicle or any class thereof passing over such bridge, and the requirements of Subsection 1 with respect to the posting up of notice apply thereto;

AND WHEREAS it is deemed expedient to limit the weight of vehicles passing over certain bridges in the County of Elgin;

AND WHEREAS Council did pass By-Law No. 15-26 respecting certain bridges in the County of Elgin;

AND WHEREAS it is deemed necessary and appropriate to further amend By-Law No. 15-26;

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

1. That no vehicle or any class thereof, whether empty or loaded, shall be operated over any bridge designated in the attached Schedule No. 1, forming part of this By-Law, with a weight in excess of the weight limit prescribed in the Schedule for such bridge.
2. That any person violating any of the provisions of this By-Law shall be subject to the penalty provided in Section 125 of the Highway Traffic Act.
3. That this By-Law shall become effective once a notice of the weight permitted, legibly printed, has been posted up in a conspicuous place at either end of each bridge designated in the attached Schedules.
4. That this By-Law shall be effective upon passing.
5. That By-Law No. 15-26 be and is hereby amended.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11<sup>th</sup> DAY OF JUNE 2019.

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Julie Gonyou,  
Chief Administrative Officer.

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Duncan McPhail,  
Warden.

## SCHEDULE NO. 1

By-Law No. 19-23

### BRIDGES ON LOCAL ROADS

No.	Bridge No. (MTO)	Name of Bridge	Location	Weight Limit in Tonnes	Year of Construction	Type of Floor Finish
1.	5-136	King George IV Lift Bridge	Reg. Plan 117, former village of Port Stanley, now Municipality of Central Elgin, East Side of Kettle Creek, Lot 5, West Side of Kettle Creek, Lots 5 and 6.	Level 1 – 10 Level 2 – 14 Level 3 - 18	1938	Steel

This weight limit is based on the detailed evaluations and recommendations of GM BluePlan as per their report dated May 21, 2019.

## CLOSED MEETING AGENDA

June 11, 2019

### Staff Reports:

- 1) Director of Human Resources – *Municipal Act Section 239 (2) (d) – labour relations or employee negotiations* – Status of Negotiations with Ontario Nurses' Association (VERBAL)
- 2) Director of Human Resources – *Municipal Act Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees* – Change of Employee Assistance Program Vendor (VERBAL)
- 3) County Solicitor – *Municipal Act Section 239 (2) (e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board; (f) advice that is subject to solicitor – client privilege, including communications necessary for that purpose; (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* – Chatham St. Port Burwell
- 4) Chief Administrative Officer – *Municipal Act Section 239 (2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board* – County Property Disposition – Dutton/Dunwich
- 5) Chief Administrative Officer – *Municipal Act Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees* – Director of Human Resources Recruitment
- 6) Chief Administrative Officer – *Municipal Act Section 239 (2) (b) personal matters about an identifiable individual, including municipal or local board employees* – Fire Trainer/CEMC Recruitment (to be distributed during Closed Session)