1. CALL TO ORDER

2. ADDENDUM TO AGENDA

3. DISCLOSURE OF PECUNIARY INTEREST

4. ADOPTION OF MINUTES

5. DELEGATION
   (a) 8:00 p.m. Aldo Caranci, Kreator Group RE: Enclave (Serving and DC Charges)

6. DRAINAGE
   (a) Petition for Drainage Works by Owners – Part of Lot 6 Range 1 NUR - Cadieux

7. PLANNING
   No business

8. REPORTS
   (a) Report from the Chief Building Official RE: One ½ ton Truck Tender
   (b) Report from the CAO/Clerk RE: Fire Training Agreement
   (c) Report from the Mayor RE: County Council Highlights – February 11, 2020 meeting

9. CORRESPONDENCE
   (a) Request for road closure – Rosy Rhubarb Road Race.

10. BY-LAWS
    (a) By-law No. 2020-14, being a by-law to enter into an agreement for a Fire Training Officer
    (b) By-law No. 2020-15 being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 6, 2020 and February 24, 2020.
11. **OTHER BUSINESS**  
 *(For Information Only)*

12. **CLOSED SESSION**

   (a) Personnel matters about an identifiable individual, including municipal or local board employee (section 239 (2)) (d) – Water Department Additional Support

   (b) Litigation or potential litigation, including matters before the administrative tribunals, affecting the municipality or local board (section 239 (2) (e) 2 (items)) – Facility Warranty #4 and Municipal Property Update #3

13. **ADJOURNMENT:**  
 **NEXT REGULAR MEETING OF COUNCIL**  
 **MONDAY MARCH 9, 2020 @ 7:00 P.M.**  
 Council Chambers, Fingal
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday February 10, 2020
7:00 p.m. Council Chambers, Fingal

PRESENT: Mayor G. Jones
Deputy Mayor R. Monteith (7:14 p.m.)
Councillors: S. Emons
J. Pennings

ALSO PRESENT: Katherine Thompson, CAO/Clerk
Public Works Superintendent, Paul Van Vaerenbergh (7:00 p.m.– 7:45 p.m.)
Drainage Superintendent, Brent Clutterbuck (7:00 p.m.– 7:45 p.m.)
Fife Chief, Jeff McArthur (7:00 p.m. – 7:45 p.m.)
June McLarty, Administrative Assistant (7:00 p.m. - 8:01 p.m.)

ABSENT: Councillor P. North

________________________________________________________________________

ADDENDUM TO THE AGENDA:

REPORT:

(j) Verbal Report from Deputy Mayor Monteith and Councillor Emons RE: Recycling at the Keystone Complex.

CLOSED SESSION:

(a) Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board (section 239 (2) (e)) – Municipal property

DISCLOSURES:

There were no disclosures.

ADOPTION OF MINUTES:

2020-049 Councillor Emons – Councillor Pennings
Approval of Minutes

THAT the Minutes of the Special Council Meetings of January 23, January 30, February 6, 2020 and the Regular Council Meeting of January 27, 2020 are hereby adopted.

CARRIED
2020-050 | Councillor Pennings – Councillor Emons | EDC Meeting Minutes

**THAT** the Minutes of the Economic Development Committee Meeting of May 27th, 2019 are hereby adopted.

CARRIED

2020-051 | Councillor Emons – Councillor Pennings | Family Day/Winterfest Committee Meeting Minutes

**THAT** the Minutes of the Family Day/Winterfest Committee Meeting of December 10th, 2019 are hereby adopted.

CARRIED

2020-052 | Councillor Pennings – Councillor Emons | Zero Waste Committee Meeting Minutes

**THAT** the Minutes of the Zero Waste Committee Meeting of January 15th, 2020 are hereby adopted.

CARRIED

**DRAINAGE:**

2020-053 | Councillor Pennings – Councillor Emons | Drainage Reapportionment

**THAT** Council for the Township of Southwold hereby accepts the drainage reapportionment undertaken for the Application for Consent E46/19 – K. Wiebe, 10207 Sunset Road;

**AND FURTHER THAT** this reapportionment will become effective upon stamping of the applicable deed;

**AND FURTHER THAT** a copy of this resolution be forwarded to the Applicant;

**AND FURTHER THAT** a copy of this resolution and drainage reapportionment be filed in each applicable drain file.

CARRIED

**REPORTS:**

**Activity Report from Drainage Superintendent**

Drainage Superintendent Brent Clutterbuck presented his report to Council. Work still needs to be done on the Gordon Whalls Drain to complete all branches. Mr. Clutterbuck also reported that he hopes to see soon a report on the Marr Drain. Councillor Emons questioned the status of the Turville Drain. Mr. Clutterbuck responded that he needs to meet with the land owner. Councillor Emons asked Mr. Clutterbuck about the Drainage Conference. Mr. Clutterbuck responded that there was discussion on the Department of Fisheries and Oceans. We should soon have someone local reviewing our requests.
2020-054 Councillor Emons – Councillor Pennings

TSTAC Update

THAT Council of the Township of Southwold supports the Talbotville Station Technical Advisory Committee’s goals of acquiring approximately 2-3 of land adjoining the existing location with access to both Talbot Line and Sunset Road to facilitate a drive through design for fire apparatus;

AND THAT the required needs assessment and Public Information session are completed;

AND THAT a plan for construction and design for the fire hall be put together.

CARRIED

Activity Report from the Fire Chief

Fire Chief Jeff McArthur presented his report to Council. He also reported that the old pumper has been on govdeals for about a week and it has had about 1000 views. He also has had an inquiry from out west.

Activity Report from the Public Works Superintendent

Public Works Superintendent Paul Van Vaerenburgh presented his report to Council.

Activity Report from the Chief Building Official

The activity report from the Chief Building Official was presented to Council.

2020-055 Councillor Pennings – Deputy Mayor Monteith

Building Department

Truck Tender Results

THAT Council of the Township of Southwold award Quotation 2020-001 – the supply of One (1) new 2019 or 2020 ½ ton pickup to the truck with the better mileage between Grogan Ford and Oxford Dodge Chrysler Jeep.

CARRIED

STAFF DIRECTION

Staff was directed by Council to research the comparison of gas mileage between the Ford model and Dodge model.

2020-056 Councillor Pennings – Councillor Emons

RED Program – Intake 2

THAT Council authorize staff to submit an application to the Rural Economic Development (RED) Program – Intake 2 for the Southwold Branding, Community Profile and Communication Plan Project.

CARRIED

Activity Report from the CAO/Clerk

CAO/Clerk Katherine Thompson presented her report to Council.

2020-057 Councillor Pennings – Councillor Emons

Southwold Water Distribution System Resiliency Test Update

THAT Council authorize staff to notify the St. Thomas Secondary System and Elgin Primary System that the resiliency test on the Southwold water system was completed successfully;
AND THAT they may take the next steps to move forward with the valve replacement on the primary system.  

CARRIED

STAFF DIRECTION
Staff was directed by Council to obtain more information on the contingency plan.

Recycling at the Keystone Complex
Deputy Mayor Monteith reported that there recently have been some issues at the complex with the recycling. Items that can be recycled were put in the dumpster. Councillor Emons suggested that we need a policy or guidelines for recycling at the complex.

STAFF DIRECTION
Staff was directed by Council to obtain more information on the request from Shedden Soccer.

CORRESPONDENCE:

Thank you from Royal Canadian Legion Ontario Command
Council reviewed the Thank you from the Royal Canadian Legion Ontario Command.

Shedden Soccer Fee Waiver Request
Council reviewed the request from Shedden Soccer.

STAFF DIRECTION
Staff was directed by Council to obtain more information on the request from Shedden Soccer.

2020-058  Deputy Mayor Monteith – Councillor Emons

Shedden Agricultural Society Fee Waiver Request

THAT Council of the Township of Southwold approves the waiver of fees for Shedden Agricultural Society for the year 2020;

AND THAT the fees are for 1 use of the meeting room with kitchen at a cost of $85.00, 9 uses of the meeting room at a cost of $55.00 per use and the use of the complex for their quilt show at a cost of $1,730.00, totaling $2,310.00.

CARRIED

Rosy Rhubarb Run

STAFF DIRECTION
Staff was directed by Council to contact the organizers of the Rosy Rhubarb Run to get some clarification on the 5km and 10km routes.

BY-LAWS:

2020-059  Deputy Mayor Monteith – Councillor Pennings

By-laws

THAT By-law Nos. 2020-10, 2020-11, 2020-12 and 2020-13 be read a first and second time.

CARRIED
2020-060  **Councillor Emons – Councillor Pennings**

**By-laws**

THAT By-laws Nos. 2019-79, 2020-10, 2020-11, 2020-12 and 2020-13 be read a third time and finally passed.

CARRIED

CLOSED SESSION:

2020-061  **Deputy Mayor Monteith – Councillor Pennings**

**Closed Session**

THAT Council of the Township of Southwold now moves into a session of the meeting that shall be closed to the public at **8:01 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters:

- Litigation or potential litigation, including matters before the administrative tribunals, affecting the municipality or local board (section 239 (2) (e) – (3 items) Property Serving, Facility Warranty Update #3 and Municipal Property

CARRIED

STAFF DIRECTION

Staff was given direction from Council on the items that were discussed in the Closed Session.

AJOURNMENT:

2020-062  **Deputy Mayor Monteith – Councillor Emons**

**Adjournment**

THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **8:35 p.m.**

____________________________  ______________________
CAO/Clerk                               Mayor
Katherine Thompson                      Grant Jones
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

DELEGATION REQUEST FORM

This Delegation Request Form, and any written submissions or background information for consideration by either Council or Committees of Council must be submitted to the Clerk's office by the following deadline:

12:00 NOON ON THE WEDNESDAY PRIOR TO THE REQUESTED MEETING DATE

COUNCIL/COMMITTEE/ADVISORY COMMITTEE DATE:

________________________________________

SUBJECT: THE ENCLAVE (SERVICING & DC CHARGE)

NAME OF SPOKESPERSON:

ALDO CARANCI

NAME OF GROUP OR PERSON(S) BEING REPRESENTED (if applicable):

KREATUR GROUP.

BRIEF SUMMARY OF ISSUE OR PURPOSE OF DELEGATION:

________________________________________

________________________________________

PLEASE COMPLETE THE FOLLOWING:

Have you been in contact with Municipal Staff or a Council Member regarding your matter of interest?  

Yes ☑  No ☐

IF YES, WITH WHOM?  

_____________________________  DATE:

_____________________________

☑ I acknowledge that the Municipal Procedural By-law permits ten (10) minutes for Delegations.

INFORMATION ON THIS PAGE OF THE FORM WILL BE PRINTED ON A PUBLIC AGENDA

The Clerk's office will confirm your Delegation by telephone and/or e-mail after receiving this form. Due consideration will be given to your request.
Accommodating your request for a certain meeting date and time will depend on the length of the agenda in question. You will be advised of the earliest possible date when your delegation may be heard by Council.

CONTACT INFORMATION:

NAME: Aldo Caparici

ADDRESS: London N5V SAC0

Street Address

Town/City Postal Code

PHONE: FAX:

home and/or cell

E-MAIL: WEBSITE:

DO YOU REQUIRE ANY ACCESSIBILITY ACCOMMODATION? YES NO

IF YES, WHAT DO YOU REQUIRE?

Should you require assistance completing this form, please contact the Municipal Office at (519) 769-2010.

Personal information on this form is collected under the legal authority of the Municipal Act, as amended. The information is collected and maintained for the purpose of creating a record that is available to the general public, pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act, Chapter M.56. Questions about this collection should be directed to the Municipal Clerk, Township of Southwold, 35663 Fingal Line, Fingal ON N0L 1K0, Telephone (519) 769-2010.

Please review the attached information regarding your Delegation Request and the Township of Southwold’s Procedural By-law.

PROCEDURAL BY-LAW (Excerpt)

All municipalities are required to have a Procedural By-law that governs the calling, location and proceedings of a Council or Committee meeting. The following section of the Procedural By-law pertains to your involvement in a Council or Committee meeting.
DATE: February 24, 2020  
PREPARED BY: Brent Clutterbuck  
REPORT NO.: 2020-04  
SUBJECT MATTER: Barber Drain Section 4 Petition

**Recommendation:** That Council of the Township of Southwold receives and decides to proceed with the petition under Section 4(1) of the Drainage Act that was received from Mr. and Mrs. Cadieux, and that Council instruct the Clerk to send required notice under Section 5(1)(b) of the Drainage Act to the Kettle Creek Conservation Authority, OMAFRA and the requesters notifying them that they intend to appoint an Engineer to prepare the necessary reports under the appropriate section of the Drainage Act upon the passing of the 30 days notification specified in sections 6(1) and 7(1) of the Drainage Act.

**Background:** On February 20, 2020, the Clerk received a Drainage petition under Section 4(1) of the Drainage Act signed by Mr. and Mrs. Cadieux. The property is located in Range 1 North of Union Road, Part lot 6, locally known as 7010 Union Road. After the meeting to review the Engineers proposal that was held March 21, 2019, Mr. and Mrs. Cadieux requested information on possibility of extending a new branch of the Barber Drain to their property. The Engineer confirmed that they had field information to confirm that this could be done. After consideration of their options the Cadieux's have decided to petition for an additional branch to the Barber Drain to service their property.

The attached air photo shows the approximate location of the proposed new Barber Drain in green and the possible location of the new tile branch to the Barber Drain that is requested in this petition in yellow.

**Comments/Analysis:** This petitioned for branch will provide for a legal outlet for the Cadieux property.

**Financial Implications:** I don’t anticipate any additional costs to the Township of Southwold from this petition as this property fronts onto Union Road which is a County road.

Respectively Submitted by:

Brent Clutterbuck, Drainage Superintendent  
“Submitted electronically”

Approved by:
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.
Petition for Drainage Works by Owners
Form 1

Drainage Act, R.S.O. 1990, c. D.17, clause 4(1)(a) or (b)

This form is to be used to petition municipal council for a new drainage works under the Drainage Act. It is not to be used to request the improvement or modification of an existing drainage works under the Drainage Act.

To:  The Council of the Corporation of the Township ______________________ of Southold

The area of land described below requires drainage (provide a description of the properties or the portions of properties that require drainage improvements).
The Barber Drain

In accordance with section 9(2) of the Drainage Act, the description of the area requiring drainage will be confirmed or modified by an engineer at the on-site meeting.

As owners of land within the above described area requiring drainage, we hereby petition council under subsection 4(1) of the Drainage Act for a drainage works. In accordance with sections 10(4), 43 and 59(1) of the Drainage Act, if names are withdrawn from the petition to the point that it is no longer a valid petition, we acknowledge responsibility for costs.

Purpose of the Petition (To be completed by one of the petitioners. Please type/print)

<table>
<thead>
<tr>
<th>Contact Person (Last Name)</th>
<th>(First Name)</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cadieux</td>
<td>Sean-Patrick</td>
<td>ext.</td>
</tr>
</tbody>
</table>

Address
Road/Street Number | Road/Street Name

Location of Project
Lot part Lot 6
Concession Range 1 NUR Municipality Southold

Former Municipality (if applicable)

What work do you require? (Check all appropriate boxes)
☐ Construction of new open channel
☒ Construction of new tile drain
☐ Deepening or widening of existing watercourse (not currently a municipal drain)
☐ Enclosure of existing watercourse (not currently a municipal drain)
☐ Other (provide description ▼)

Name of watercourse (if known)

Estimated length of project

General description of soils in the area

What is the purpose of the proposed work? (Check appropriate box)
☒ Tile drainage only
☐ Surface water drainage only
☐ Both

Petition filed this _______ 20th day of _______ February , 2020

Name of Clerk (Last, first name) Thompson, Katherine

Signature

0173E (2012/08) © Queen’s printer for Ontario, 2012 Disponible en français Page 1
Property Owners Signing The Petition

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number if available.
- If you have more than two properties, please take copy(ies) of this page and continue to list them all.

<table>
<thead>
<tr>
<th>Number</th>
<th>Property Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7010</td>
<td>Union Road</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ward or Geographic Township</th>
<th>Parcel Roll Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southwold</td>
<td>34 24 000 001 09102</td>
</tr>
</tbody>
</table>

I hereby petition for drainage for the land described and acknowledge my financial obligations.

Ownership

- [ ] Sole Ownership

  Owner Name (Last, First Name) (Type/Print) | Signature | Date (yyyy/mm/dd)
  Sean - Patrick Cadieux                  |          | 2020/02/20
  Jen Cadieux                              |          | 2020/02/20

- [x] Partnership (Each partner in the ownership of the property must sign the petition form)

  Owner Name (Last, First Name) (Type/Print) | Signature | Date (yyyy/mm/dd)
  Sean - Patrick Cadieux                  |          | 2020/02/20
  Jen Cadieux                              |          | 2020/02/20

  Corporation (The individual with authority to bind the corporation must sign the petition)

  Name of Signing Officer (Last, First Name) (Type/Print) | Signature |
  I have the authority to bind the Corporation. | Date (yyyy/mm/dd)

Petitioners become financially responsible as soon as they sign a petition.

- [ ] Check here if additional sheets are attached

Clerk Initial

Petitioners become financially responsible as soon as they sign a petition.

- [x] After the meeting to consider the preliminary report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible in equal shares for the costs, Drainage Act, R.S.O. 1990, c. D. 17 s. 104(4).
- [x] After the meeting to consider the final report, if the petition does not comply with section 4, the project is terminated and the original petitioners are responsible for the costs in shares proportional to their assessment in the engineer's report, Drainage Act, R.S.O. 1990, c. D. 17 s. 43.
- [x] If the project proceeds to completion, a share of the cost of the project will be assessed to the involved properties in relation to the assessment schedule in the engineer's report, as amended on appeal. Drainage Act, R.S.O. 1990, c. D. 17 s. 81.

Notice of Collection of Personal Information

Any personal information collected on this form is collected under the authority of the Drainage Act, R.S.O. 1990, c. D. 17 and will be used for the purposes of administering the Act. Questions concerning the collection of personal information should be directed to:

where the form is addressed to a municipality (municipality to complete)
DATE: February 24th 2020

PREPARED BY: Corey Pemberton, Chief Building Official

REPORT NO.: CBO 2020-05

SUBJECT MATTER: Truck Tender Results

**Recommendation:** THAT Council Award Quotation 2020-001 – The Supply of One (1) New 2020 ½ ton pickup truck to Cotrac Ford in the amount of $37629.00 plus HST.

**Purpose:** The purpose of this report is to confirm the purchase of a new Pickup Truck for the building department to replace the existing.

**Background:** Council gave direction to compare fuel mileage between the two quotes for the Dodge Ram and the Ford F150. The Dodge average fuel consumption was 13.8 and the F150 was 13.5, meaning that the Ford had slightly better fuel mileage.

**Comments/Analysis:** As per Council direction after comparison the Ford F150 has the better fuel mileage.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Sub-Total</th>
<th>HST</th>
<th>Total</th>
<th>Requested Elements Met</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grogan Ford</td>
<td>$37316.00</td>
<td>$4851.08</td>
<td>$42167.08</td>
<td>Yes</td>
</tr>
<tr>
<td>Elgin Chrysler</td>
<td>$37885.00</td>
<td>$4925.05</td>
<td>$42847.05</td>
<td>No</td>
</tr>
<tr>
<td>Oxford Dodge</td>
<td>$35739.00</td>
<td>$4646.07</td>
<td>$40385.07</td>
<td>Yes</td>
</tr>
<tr>
<td>Cotrac Ford</td>
<td>$37629.00</td>
<td>$4891.77</td>
<td>$42527.77</td>
<td>Yes</td>
</tr>
</tbody>
</table>

**Financial Implications:** It is understood that Grogan Ford had the lower quote by $313.00 however with the travel that would be required to obtain the vehicle it is felt that there would be no significant savings. It is recommend to accept Cotrac Ford quote as our procurement policy is to first award to Southwold companies then to Elgin County Companies then to Canadian owned companies.

**Respectively Submitted by:**

“submitted electronically”

Corey Pemberton, Chief Building Official

Approved by:

Katherine Thompson
CAO/Clerk
TOWNSHIP OF SOUTHWOLD

Report to Council

DATE: February 24th, 2020

PREPARED BY: Katherine Thompson, CAO/Clerk

REPORT NO.: CAO 2020-11

SUBJECT MATTER: Fire Trainer Agreement

Recommendation:
THAT Council authorize the Mayor and CAO to enter into a contract with the County of Elgin and its partner municipalities for a Fire Training Officer.

Purpose:
To provide Council with information regarding the County of Elgin Fire Training Officer contract.

Background:
The County of Elgin has hired a Fire Training Officer to act as the CEMC for the County of Elgin and to provide assistance to any local Fire Chief for the purposes of development, coordination and delivery of required training and education programs for local fire service personnel. The County Solicitor has drawn up an agreement for the provision of these services and is requesting that this agreement is endorsed by Southwold Township Council.

Comment:
The Fire Training Officer is an employee of the County of Elgin and reports to the County CAO. In addition to his duties as the County CEMC, the Fire Training Officer will be available up to 20 hours/week between 8:30 a.m. and 4:30 p.m. to act as a resource for local Fire Chiefs. These services are in the form of a resource only and the nature and extent that Southwold will use these services, if at all, will be entirely at the discretion of the Southwold Township Fire Chief. All costs associated with the employment of this individual will be borne by the County of Elgin and the use of this resource will be free of charge for local Fire Chiefs. The potential for additional costs will arise only if the Fire Training Officer arranges for special training sessions from external consultants or service providers. These costs would be preauthorized by the local Fire Chief before being incurred and would be invoiced proportionally based on attendance at these sessions.

The Southwold Fire Chief does not anticipate using this service extensively in the near future as the department has sound training processes in place; however, it is a good resource to have at the Township’s disposal.

The terms of the agreement are attached for Council’s consideration.

Respectfully Submitted by:
Katherine Thompson, CAO/Clerk
In This Issue

- County Council opts to hold on to Dutton-Dunwich lands
- Council renews investment in Health Recruitment Partnership
- Port Bruce Bridge Replacement contractor gets green light
- Elgin hires consultant to undertake Service Delivery Review
- Aylmer Affordable Housing initiative gets letter of support from County
- SWIFT Update
- SCOR and SBEC funding deferred

Council holds on to Dutton-Dunwich lands

At their meeting February 11, 2020, Elgin County Councillors declined a request from Dutton and District Lions Non-Profit Housing Inc. to provide approximately 3.8 acres of land adjacent to Elgin’s Bobier Villa Long Term Care Home. While Elgin County Council acknowledges the request, and congratulates the work of the Dutton and District Lions Non-Profit Housing Inc. on the successful operation of two senior apartments in Dutton (Caledonia Gardens and Caledonia Two), the donation of any portion of the requested land could restrict opportunities for future County services, in particular, Long Term Care. Considering anticipated demands on Long Term Care in Elgin County, along with operational inefficiencies associated with Bobier Villa, a 57-bed Long Term Care Home (when compared to the Ontario Ministry recommended 96-bed home), the property requested by Dutton and District Lions Non-Profit Housing Inc. does not meet the County’s definition of “surplus to the County’s needs,” as there will likely be a required expansion to the number of beds in future. Bobier Villa was built in 1997 and renovations will be required at some point, including the possible addition of beds for operational efficiencies. Recent experience from renovating Terrace Lodge in Aylmer (the footprint has expanded significantly), also played a role in Council’s decision.

County Councillors renew investment in Health Recruitment Partnership

Elgin County Councillors voted to include $57,000 in the County’s 2020 budget to support the Elgin-St. Thomas Health Recruitment Partnership (HRP). The County and the City work collaboratively to meet the needs of local residents and fill any “gaps” in health services that exist in the community. In response to growing local demand for primary physicians in the community, the HRP was formed as a joint City-County initiative in 2007 to develop activities with the goal of attracting new Family Physicians to the area, as well as offering new physicians support as they integrate in the community. The committee was originally launched as a two-year pilot project, but worked so well the County has been providing funding for the program since inception. The committee’s work seeks to improve the overall health and well-being of the community and helps alleviate pressure on the
Council Highlights

In This Issue

- County Council opts to hold on to Dutton-Dunwich lands
- Council renews investment in Health Recruitment Partnership
- Port Bruce Bridge Replacement contractor gets green light
- Elgin hires consultant to undertake Service Delivery Review
- Aylmer Affordable Housing initiative gets letter of support from County
- SWIFT Update
- SCOR and SBEC funding deferred

County Councillors renew investment in Health Recruitment Partnership

St. Thomas-Elgin General Hospital, and Emergency Medical Services. In addition to supporting the salary of a part-time Health Recruiter, funding from the County and City supports scholarships for up to five (5) local St. Thomas and/or Elgin County residents who are enrolled in a Canadian medical school with an emphasis placed on the pursuit of a career in family medicine. Remaining funds are utilized to support new physicians as they set up their practice through a loan program – A loan that is forgiven after a four (4) year commitment to service in Elgin-St. Thomas is completed. At the present time, there are 52 family physicians in Elgin County. Between 2015-2019, 21 new physicians have been recruited, 10 of whom replaced retiring physicians.

Contract awarded for Port Bruce Bridge Replacement

The Port Bruce Bridge Replacement contract was awarded to Hayman Construction Inc. in the amount of $5.08-million, which includes a $250,000 contingency allowance, but does not include HST. As part of the County’s 2019 Capital Budget, a tender for the project was advertised, with eight (8) submitted bids. Hayman Construction Inc. had the lowest bid. Other bids ranged from $5.3-million to $6.3-million. The replacement and construction project involve removal of the remaining bridge parts of the existing bridge structure, construction of a new three-span steel girder bridge at the same location and reconstruction of all the roadway approaches. Work on the project is expected to commence immediately, with substantial completion anticipated in December 2020.

Contract awarded for Service Delivery Review Consultant

As part of their commitment to fiscal responsibility, transparency, accountability and responsiveness to community needs, Elgin County Councillors have approved StrategyCorp Inc. to move ahead with a Service Delivery Review. The total project cost of $189,985 (excluding HST) will be offset by a $125,000 grant given through the Ontario Government’s Municipal Modernization Fund. The SDR will be undertaken in partnership with the City of St. Thomas, as well as Elgin County’s seven (7) Local Municipal Partners. StrategyCorp Inc. will structure the project in two parts – Part One includes a Shared Service/Resource Delivery Review, while Part Two will focus on County Operations and

Contact Us

County of Elgin
(519) 631-1460
mschneider@elgin.ca
www.elgincounty.ca
County Councillors will show their support for the Town of Aylmer’s proposed affordable housing project by sending a letter to Steve Clark, Minister of Municipal Affairs and Housing. In 2011, Walter Ostojic & Sons Ltd. developed an affordable housing apartment building in the Town of Aylmer with a commitment to construct a second building on Brown Street when funding became available. Walter Ostojic & Sons Ltd., are now working to develop a second affordable housing project on Brown Street, a site they own that is project ready. Councillor Mary French highlighted the positive impact a second affordable housing project would have in alleviating housing pressures in the Town of Aylmer. The affordable housing project supports Elgin County’s Strategic Plan and the pillars Serving and Growing Elgin.

**Contract awarded for Service Delivery Review Consultant**

Community/Human Services. It is anticipated that the bulk of the review will be complete by June 1, and the resulting recommendations will be available to Council, Staff and the Community by Mid-June. The County has attempted to balance access to services and financial realities to provide the best possible value to the public. However, over the past two years it has become apparent that the County is facing two distinct pressures that will impact services moving forward: Operations are impacted by a lack of capacity; and provincial funding to municipalities will be reduced as part of a larger cost reduction and modernization initiative.

**County Council supports Aylmer Supportive Housing**

County Councillors will show their support for the Town of Aylmer’s proposed affordable housing project by sending a letter to Steve Clark, Minister of Municipal Affairs and Housing. In 2011, Walter Ostojic & Sons Ltd. developed an affordable housing apartment building in the Town of Aylmer with a commitment to construct a second building on Brown Street when funding became available. Walter Ostojic & Sons Ltd., are now working to develop a second affordable housing project on Brown Street, a site they own that is project ready. Councillor Mary French highlighted the positive impact a second affordable housing project would have in alleviating housing pressures in the Town of Aylmer. The affordable housing project supports Elgin County’s Strategic Plan and the pillars Serving and Growing Elgin.

**SWIFT update**

Heading now into Phase 2, the Southwestern Integrated Fibre Technology (SWIFT) program is picking up speed. Projects in Lambton, Wellington and Norfolk, are now underway, with all remaining counties anticipated to have work completed by the end of 2021. In Norfolk, over 129 kms of road have been identified as underserved. In Wellington that number is higher, at almost 188 km, and Lambton is the highest at almost 245 kms. Phase 2 was an overall success, and provided data on areas where the process can be improved in Phase 3. SWIFT is a non-profit, municipally-led broadband expansion project created to improve internet connectivity in underserviced and rural areas across Southwestern Ontario.
In This Issue

- County Council opts to hold on to Dutton-Dunwich lands
- Council renews investment in Health Recruitment Partnership
- Port Bruce Bridge Replacement contractor gets green light
- Elgin hires consultant to undertake Service Delivery Review
- Aylmer Affordable Housing initiative gets letter of support from County
- SWIFT Update
- SCOR and SBEC funding deferred

Funding for SCOR and SBEC deferred

A $25,000 funding request from the South Central Ontario Regional Economical Development Corporation (SCOR) and a $20,000 funding request from the Elgin-St. Thomas Small Business Enterprise Centre (SBEC) were both deferred by Elgin County Councillors until after the completion of the County's Service Delivery Review.

The complete February 11, 2020 County Council Agenda package can be found here.
Proposed 10 km Route:
- Participants gather in park.
  Walk to start line at corner of Millpark Street and Fingal Line; run to Fingal Wildlife Management Area; run around main runway train; run back and finish in the park.

This is the closest to 10 km that made sense given the setup of the trail system in the Fingal Wildlife Management Area.

Proposed 5 km Route:
Participants start at the Fingal Wildlife Management Area and run back to the ball park in Fingal.

Advantages: Only need to close Fingal Line.

Estimated time for closure 2 hours (9:00 am to 11:00 am).
THE CORPORATION OF TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2020-14

Being a By-Law to authorize a Cost Sharing Agreement for a Fire Training Officer with the Corporation of the County of Elgin.

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the Corporation of the Township of Southwold enter into an agreement of which a true copy is attached to this By-Law as Schedule “A”.
2. That the Mayor and Clerk are authorized to execute the said agreement on behalf of and under the seal of the Corporation of the Township of Southwold.


Mayor
Grant Jones

Clerk
Katherine Thompson
This Agreement made this day of , 2020.

BETWEEN:

CORPORATION OF THE COUNTY OF ELGIN
(hereinafter “Elgin”) Of The First Part

AND:

THE CORPORATION OF THE TOWN OF AYLMER
(hereinafter “Aylmer”) Of The Second Part

AND:

THE CORPORATION OF THE MUNICIPALITY OF BAYHAM
(hereinafter “Bayham”) Of the Third Part

AND:

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL ELGIN
(hereinafter “Central Elgin”) Of the Fourth Part

AND:

THE CORPORATION OF THE MUNICIPALITY OF DUTTON DUNWICH
(hereinafter “Dutton Dunwich”) Of the Fifth Part

AND:

THE CORPORATION OF THE TOWNSHIP OF MALAHIDE
(hereinafter “Malahide”) Of the Sixth Part

AND:

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD
(hereinafter “Southwold”) Of the Seventh Part

AND:

THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN
(hereinafter “West Elgin”) Of the Eighth Part

WHEREAS the Fire Protection and Prevention Act, 1997, S.O. 1997, c. 4, as amended, (hereinafter “FPPA” or “Act”) sets forth the obligations of, among others, local municipalities for the provision of, among other things, fire protection services;

AND WHEREAS fire protection services includes, by definition, fire prevention and fire safety education as well as the training of persons involved in provision of such services;

AND WHEREAS the Act, by section 2(2), contemplates that, in discharging its statutory responsibilities, a local municipality shall establish fire departments;
AND WHEREAS the local municipalities within the territorial limits of the County of Elgin (hereinafter “local municipalities” and “Elgin”, respectively) have established fire departments as contemplated by the Act, which fire departments operate under the leadership, guidance, and supervision of a Fire Chief appointed by each such local municipality (hereinafter “local Fire Chief” or, collectively, “local Fire Chiefs”;

AND WHEREAS the Act, by section 9(2), provides that it is the duty of the Fire Marshal to develop training programs and evaluation systems for persons involved in the provision of fire protection services and to provide programs to improve practices relating to fire protection services;

AND WHEREAS the Act, by section 10(1), provides that the Fire Marshal may delegate any power or duty that is granted to or vested in the said Fire Marshal under the Act to any person or class of persons, subject to such limitations, restrictions, conditions, and requirements as may be set forth in such delegation;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, as amended, contemplates and provides for agreements between municipalities for the provision of services which each such municipality is required to deliver and provide within its own territorial limits;

AND WHEREAS Elgin proposes to employ and appoint a Fire Training Officer/Community Emergency Management Coordinator (hereinafter “Officer”) as a resource person qualified and able, among other things, to assist in the development, co-ordination and delivery of required training and education programs for fire service personnel, including special teams, in support of and associated with local fire training programs implemented under the direction and authority of local Fire Chiefs;

AND WHEREAS the local municipalities have agreed, to the extent each such municipality may. In its unfettered discretion may determine, to utilize the services of such Officer to assist in the development, coordination, and delivery of required training and education programs for local fire service personnel, including special teams, in support of and associated with local fire training programs implemented under the direction and authority of local Fire Chiefs;

AND WHEREAS Elgin and the local municipalities identified above have reached consensus and agreement as the terms and conditions by which the Officer, as a resource person only and to the extent that each such local municipality shall, in its unfettered discretion may determine, shall provide assistance to local Municipal Fire Chiefs in development, coordination, and delivery of required training and education programs in support of and associated with local fire training programs implemented under the direction and authority of such local Fire Chiefs;

NOW THEREFORE, in consideration of payment of the sum of ONE DOLLAR ($1.00) now paid by the Parties hereto each to the other and the mutual promises and covenants hereinafter contained, the receipt and/or sufficiency of which is hereby acknowledged, the Parties hereto agree and covenant as follows:

1.0 Definitions

1.1 “Officer” means the Fire Training Officer/Community Emergency Management Coordinator employed by Elgin and thereafter utilized from time to time by the local municipalities identified above through provision of resource assistance to a local Fire Chief in the development, co-ordination, and delivery of required training and education programs for local fire service personnel.

1.2 “Fire Chief” means the local Fire Chief for each of the local municipalities who are Parties to this Agreement, namely Aylmer, Bayham, Central Elgin, Dutton Dunwich, Malahide, Southwold, and West Elgin.
1.3 “Local Municipalities” or “local municipalities” means, collectively, the Parties to this Agreement other than Elgin and, as individually named, Aylmer, Bayham, Central Elgin, Dutton Dunwich, Malahide, Southwold, and West Elgin.

2.0 Appointment and General Statement of Services

2.1 During the indefinite term that this Agreement is in effect, but at all times in its unfettered discretion, Elgin will employ and appoint the Officer, whose express duties shall include rendering of assistance to any local Fire Chief for any of the Parties hereto for the purpose of the development, coordination, and delivery of required training and education programs for local fire service personnel, including special teams.

2.2 For purpose of clarity and with respect to the statement of services set forth and described in section 2.1 above, the Parties hereto acknowledge and agree both that:

(i) the services available from an provided by the Officer shall be in the nature of a resource only, particularly and specifically to any local Fire Chief; and,

(ii) the nature and extent of use of such services and/or reliance thereon, if any, shall be in the discretion of the local municipality and/or the local Fire Chief.

3.0 Services

3.1 For purposes of this Agreement, the Officer shall be available to provide the services set forth in Schedule “A” hereto to each and every local municipality through its local Fire Chief.

4.0 Limitation on Service Hours

4.1 Subject to contrary direction from the Chief Administrative Officer for Elgin for reason of, among other things, statutory holidays, authorized vacation, and/or competing service priorities, the Officer shall be available to provide services to the local municipalities, including but not necessary limited to a local Fire Chief, for up to twenty (20) hours per week, between the hours of 8:30 AM and 4:30 PM, daily.

5.0 Monitoring of and Reporting by the Officer

5.1 Subject to that set forth in section 5.2 below, the Parties hereto specifically acknowledge and agree that, as an employee of Elgin, the primary reporting function and supervision requirement for the Officer is to the Chief Administrative Officer for Elgin.

5.2 Notwithstanding that set forth in section 5.1 above, the Parties hereto specifically agree that, for purposes of this Agreement and the provision of services as contemplated hereunder, the relevant activities of the Officer shall be monitored by each involved local Fire Chief and the results of which monitoring shall be reported, in writing, by such local Fire Chief to the Chief Administrative Officer of the local municipality or, if none, the Clerk of such local municipality and which written report, without revision, shall then be forwarded to the Chief Administrative Officer for Elgin, following which the said Chief Administrative Officers (or Clerk) shall be at liberty to discuss the contents of such written report.

6.0 Records

6.1 The Officer shall create and maintain records detailing his or her activities as contemplated by this Agreement, including but not limited to those required by FPPA or any other statute, regulation, or by-law and/or as otherwise detailing the hours of resource work devoted to the benefit of, or on behalf of, each local municipality during any specific workday.

6.2 The records referred to in section 6.1 above shall be maintained by Elgin in accordance with its retention policies and protocols and, furthermore and upon reasonable notice, each of the
Parties hereto shall have access to such records upon demand and during normal business hours of Elgin and, further thereto, each such other Party shall be permitted to photocopy any such record relating to the services rendered by the Officer to the Municipality through its local Fire Chief.

6.3 In addition to the creation and maintenance of records by the Officer and Elgin as set forth in sections 6.1 and 6.2 above, the local municipalities, through its local Fire Chief, shall each maintain its own records of training and education programs delivered to its local Fire Service personnel and for which the Officer provided assistance as contemplated by this Agreement, including but not limited to the results of such training and education programs and any certification achieved or earned by any individual member of the said local Fire Service.

7.0 Payment for Services Through Levy to Local Municipalities

7.1 The Parties hereto acknowledge and agree that all costs and expenses associated with employment of the Officer for purposes of delivery of services as contemplated by this Agreement shall be borne, in the first instance, by Elgin.

7.2 The Parties hereto further acknowledge and agree that, notwithstanding the financial responsibility borne by Elgin for the costs and expenses of the Officer as set forth in section 7.1 above, the said costs and expenses associated with employment of the Officer for purposes of delivery of services as contemplated by this Agreement shall be reimbursed to Elgin by the local municipalities through inclusion of such costs and expenses in the annual municipal levy by Elgin, as the upper tier municipality, to each such other Party, as lower tier municipalities.

7.3 The Parties hereto further agree that, other than reimbursement of costs and expenses as set forth in section 7.2 above, Elgin shall not charge the local municipalities for delivery of services as contemplated by this Agreement by the Officer; provided at all times that Elgin be entitled to charge and shall invoice any local municipality, or combination thereof, for any external cost or expense incurred by Elgin, through the Officer, as associated with the delivery of a service or services to any local municipality or municipalities, as the case may be, including but not limited to a cost or expense incurred for an outside consultant or service provider, but at all times which cost or expense had been authorized by the involved local Fire Chief or Fire Chiefs before such cost or expense has been incurred by Elgin through the Officer.

7.4 In the event that Elgin shall incur an external cost or expense as set forth in section 7.3 above,

(i) Elgin shall deliver an invoice to each involved local municipality, which invoice shall include a photocopy of any documentation supporting the nature and amount of such external cost or expense, and each such local municipality shall pay the equal amount of such invoice to Elgin within thirty (30) days of its delivery; and,

(ii) In the event that the external cost or expense invoiced by Elgin is associated with delivery of a service to more than one local municipality, then the amount of such external cost or expense shall be shared proportionally based upon participation by each of the involved local municipalities and the principal amount of any invoice issued by Elgin shall be in the amount of such proportional share.

8.0 Term

8.1 The Parties hereto specifically acknowledge and agree that, in light of the unique circumstances and subject matter of this Agreement, including but not limited to reimbursement of all costs and expenses associated with the employment of the Officer through the annual municipal levy by and the absence of mandatory requirement for any local municipality to utilize the services of the Officer, this Agreement shall commence on the day of , 2019, but shall have no specific end date and, as such but subject to section 9.0 below, shall be of an indefinite term.
9.0 Termination/Suspension

9.1 Elgin shall be at liberty to terminate this Agreement at any time and without notice to any other Party hereto in the event that it no longer employs the Officer, which such termination shall be without compensation payable by or liability against Elgin, save and except for credit for any unused share of the municipal levy paid by any other Party hereto in accordance with section 7.0 above as based upon number of days of any calendar year during which the Officer was no longer employed by Elgin.

9.2 Any Party hereto, other than Elgin, shall have no right to terminate or withdraw from this Agreement.

9.3 In addition to that set forth above and without compensation payable to or liability against Elgin, Elgin shall be at liberty to suspend the availability of the Officer to provide services as contemplated herein to any other one or combination of local municipalities hereto if Elgin, in its unfettered discretion, determines that the Officer has been the victim of harassment, unfair treatment, discrimination, or conduct constituting a violation of any term of employment or employment policy applicable to the Officer’s employment by Elgin by any such one or combination of local municipalities, which suspension shall be continued and/or terminated only in the discretion of Elgin.

9.4 Notwithstanding the rights and terms of termination and/or suspension as set forth in sections 9.1 and 9.3 above, Elgin agrees and commits to use reasonable effort to provide prior notification of its decision to terminate and/or suspend the within Agreement to any involved local municipality or municipalities adversely affected by such decision.

10.0 Insurance/Save Harmless

10.1 Throughout the indefinite term that the within Agreement is in effect, Elgin shall ensure that the activities of the Officer as contemplated herein shall be insured in accordance with its practices for insuring its employees, including but not limited to liability coverage to a limit of not less than $5,000,000.00 per occurrence.

10.2 Throughout the indefinite term that the within Agreement is in effect and without prejudice to the obligations of insurance as set forth in section 10.1 above, Elgin agrees to hold harmless and indemnify each of the other Parties hereto, as a local municipality and including but not limited to their respective Mayors, Councillors, administration, staff, employees, consultants, servants, agents, and contractors and further including those persons’ heirs, executors, successors, and assigns, against and in respect of any and all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such person or entity, or combination thereof, as arising from or in any way connected with or related to any activity of the Officer as taken in bad faith or otherwise not in accordance with the provisions of this Agreement.

10.3 Throughout the indefinite term that the within Agreement is in effect and in relation to the activities of the Officer as contemplated herein, each local municipality as a Party hereto, namely Aylmer, Bayham, Central Elgin, Dutton Dunwich, Malahide, Southwold, and West Elgin, shall, at its own expense, obtain and maintain insurance coverages, including but not limited to liability insurance coverage, in accordance with its insuring practices for its own employees, servants, agents, consultants, and contractors but at no time to a limit of less than $5,000,000.00 per occurrence, including but not limited as to perils covered, policy limits, deductibles, and exclusions, at all times providing that both Elgin and the individual Officer shall be named as additional insureds under the terms of such policy or policies.

10.4 Throughout the indefinite term that the within Agreement is in effect and without prejudice to the obligations of insurance as set forth in section 10.3 above, each local municipality as a Party hereto, namely Aylmer, Bayham, Central Elgin, Dutton Dunwich, Malahide, Southwold,
and West Elgin, also agrees to hold harmless and indemnify Elgin, including but not limited to its Warden, Councillors, administration, staff, employees, consultants, agents, contractors and servants, and the individual Officer acting as the Elgin Fire Training Officer/Community Emergency Management Coordinator and further including their respective heirs, executors, administrators, successors, and assigns, as the case may be, against and in respect of all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such entity or person or combination thereof as arising from or in any way connected with or related to any activity by the Officer while performing services as contemplated by and in accordance with this Agreement, providing at all times that the Officer was performing those services in good faith and in accordance with his or her abilities, experience, and education.

11.0 Release

11.1 Each local municipality, as a Party hereto, namely Aylmer, Bayham, Central Elgin, Dutton Dunwich, Malahide, Southwold, and West Elgin, hereby releases and forever discharges Elgin, including but not limited to its Warden, Councillors, administration, staff, employees, consultants, agents, contractors, and servants and further including their respective heirs, executors, administrators, successors, and assigns, against and in respect of all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such entity or individual or any combination thereof as arising from or in any way connected with or related to any activity by the Officer while performing services as contemplated by this Agreement, providing at all times that the Officer was performing those services in good faith, in accordance with his or her abilities, experience, and education, and in accordance with the provisions of this Agreement.

11.2 Each local municipality, as a Party hereto, namely, Aylmer, Bayham, Central Elgin, Dutton Dunwich, Malahide, Southwold, West Elgin, hereby releases and forever discharges the Officer, including his or her heirs, executors, administrators, successors, and assigns, as the case may be, against and in respect of all claims, causes of action, demands, suits, debts, dues, and/or costs, including legal costs, suffered or incurred by any such person or persons or combination thereof as arising from or in any way connected with or related to any activity by the said Officer while performing services as contemplated by this Agreement, providing at all times that the Officer was performing those services in good faith, in accordance with his or her abilities, experience, and education, and in accordance with the provisions of this Agreement.

12.0 Miscellaneous

12.1 If any notice is required to be given pursuant to this Agreement, such notice shall be delivered by mail, hand, or facsimile transmission to the following addresses:

Elgin: Corporation of the County of Elgin c/o Chief Administrative Officer 450 Sunset Drive, St. Thomas, Ontario, N5R 5V1 Fax (519)-633-7661

To Aylmer at: 46 Talbot Street West Aylmer, Ontario N5H 1J7 Fax (519)765-1446

To Bayham at: 56169 Heritage Line P.O. Box 160 Straffordville, Ontario N0J 1Y0 Fax (519)866-3884
12.2 Nothing in this Agreement shall relieve the Parties from compliance with all applicable municipal by-laws, laws, and/or regulations having jurisdiction over any matter relevant to this Agreement.

12.3 This Agreement, including any Schedule annexed hereto and forming a part hereof, sets forth all the covenants, promises, agreements, conditions, and understandings between the Parties hereto and there are no other covenants, promises, agreements, conditions, or understandings, either oral or in writing, between them with respect to the matters herein addressed other than as set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties hereto unless reduced to writing and signed by all of them. It is further understood and agreed that all of the agreements and provisions contained in this Agreement are to be construed as covenants on the part of all Parties hereto.

12.4 The failure of any Party at any time to require performance by another Party in respect of any matter addressed in this Agreement shall in no way affect its right thereafter to enforce that or any other obligation nor shall the waiver by any Party for the performance of any obligation hereunder by any Party hereto be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at a later time. All Parties hereto retain their respective rights at law to enforce this Agreement.

12.5 Time shall be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of all Parties, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and the time shall be determined to remain of the essence of this Agreement notwithstanding any extension of any time limit.

12.6 This Agreement shall be interpreted under and be governed by the laws of the Province of Ontario.

12.7 The headings, subheadings, and section, subsection, clause and paragraph numbers are inserted for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

12.8 This Agreement shall be construed with all changes in number and gender as may be required by the context.
12.9 All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.

12.10 The Parties agree that all covenants and conditions contained in this Agreement shall be severable and that, should any covenant or condition in this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining conditions and covenants and the remainder of the Agreement shall remain valid and not terminated thereby.

12.11 This Agreement and everything herein contained shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

13.0 Fundamental Conditions

13.1 This Agreement, and all terms, conditions, rights and entitlements, and/or duties and obligations hereunder, shall be subject to the following fundamental conditions:

(a) prior to commencement of and throughout the indefinite term of this Agreement, Elgin shall secure and maintain any and all required delegations of power or duty from the Office of the Fire Marshal so as to permit the Officer to legally provide the services contemplated by this Agreement; and,

(b) during the indefinite term of this Agreement but subject to that set forth in section 9.1 above, all signing Parties hereto, including any successor municipal corporation or entity, shall be and remain a Party to this Agreement,

failing which, this Agreement shall be deemed to be null and void and at an end without any claim or entitlement to compensation by or against any Party hereto, save and except for the right of Elgin to seek and require reimbursement by each of the other Parties hereto of their respective equal and proportionate shares of any costs and expenses incurred by Elgin as a result of a required termination of employment of the Officer.

14.0 Signature in Counterparts

14.1 This Agreement, including any associated agreements or documents required in connection herewith, may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by their authorized signing officials or representatives this day of , 2020.

SIGNED, SEALED & DELIVERED

Corporation of the County of Elgin

in the presence of

per: __________________________
Name: David Mennill
Position: Warden

per: __________________________
Name: Julie Gonyou
Position: CAO/Clerk

We have authority to bind the Corporation
The Corporation of the Town of Aylmer

per:______________________________
Name: Mary French
Position: Mayor

per:______________________________
Name: Jennifer Reynaert
Position: CAO/Clerk

We have authority to bind the Corporation

The Corporation of the Municipality of Bayham

per:______________________________
Name: Edward Ketchabaw
Position: Mayor

per:______________________________
Name: Paul Shipway
Position: CAO/Clerk

We have authority to bind the Corporation

The Corporation of the Municipality of Central Elgin

per:______________________________
Name: Sally Martyn
Position: Mayor

per:______________________________
Name: Donald Leitch
Position: CAO/Clerk

We have authority to bind the Corporation

The Corporation of the Municipality of Dutton/Dunwich

per:______________________________
Name: Robert Purcell
Position: Mayor

per:______________________________
Name: Heather Bouw
Position: CAO/Clerk

We have authority to bind the Corporation
The Corporation of the Township of Malahide

per:______________________________
Name: David Mennill
Position: Mayor

per:______________________________
Name: Michelle Casavecchia-Somers
Position: CAO/Clerk

We have authority to bind the Corporation

The Corporation of the Township of Southwold

per:______________________________
Name: Grant Jones
Position: Mayor

per:______________________________
Name: Katherine Thompson
Position: CAO/Clerk

We have authority to bind the Corporation

The Corporation of the Municipality of West Elgin

per:______________________________
Name: Duncan McPhail
Position: Mayor

per:______________________________
Name: Magda Badura
Position: CAO/Treasurer

We have authority to bind the Corporation
1. Responsible for the development, coordination and delivery of all mandatory NFPA/provincial training and education programs for fire service personnel, including special teams.

2. Meets regularly with the Local Municipal Partner Fire Chiefs and/or local volunteer training officers to coordinate and plan the development of required training and education programs.

3. Assists local fire services with development of individualized annual training plans to be delivered at local training nights by qualified instructors.

4. Monitors and evaluates the impact of training and educational programs in conjunction with Local Municipal Partner Fire Chiefs and/or local volunteer training officers.

5. Prepares and manages budget associated with training and education of fire service personnel. Works with Finance to ensure appropriate invoicing to respective Local Municipal Partners.

6. Receives and/or maintains accurate training records on all fire service personnel, including records of special teams.

7. Provides regular training status updates, including compliance and re-certification status.
Date: , 2020

Corporation of the County of Elgin

The Corporation of the Town of Aylmer

The Corporation of the Municipality of Bayham

The Corporation of the Municipality of Central Elgin

The Corporation of the Municipality of Dutton/Dunwich

The Corporation of the Township of Malahide

The Corporation of the Township of Southwold

The Corporation of the Municipality of West Elgin

__________________________
Fire Training Officer/ Community Emergency Management Coordinator Agreement

__________________________
Stephen H. Gibson
450 Sunset Drive
St. Thomas, ON N5R 5V1

County Solicitor
THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2020-15

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 6, 2020 and February 24, 2020.

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25, provides that a municipal power, including a municipality’s capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise.

WHEREAS it has been expedient that from time to time, the Council of the Corporation of the Township of Southwold should enact by resolution or motion of Council;

AND WHEREAS it is deemed advisable that all such actions that have been adopted by a resolution or motion of Council only should be authorized by By-law;

NOW THEREFORE the Council of the Corporation of the Township of Southwold enacts as follows:

1. That the actions of the Council of the Township of Southwold at the Special Council Meetings held on February 6, 2020 and the Regular Meeting of Council held on February 24, 2020; in respect to each report, motion, resolution or other action passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.

2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Township of Southwold to all such documents.


Mayor
Grant Jones

Clerk
Katherine Thompson

By-law No. 2020-15