



**Elgin County Council  
Regular Council Meeting  
Orders of the Day**

**Tuesday, July 8, 2025, 9:00 a.m.**

**Council Chambers  
450 Sunset Drive  
St. Thomas ON**

**Note for Members of the Public:**

Please click the link below to watch the Meeting:  
<https://www.facebook.com/ElginCounty>

Accessible formats available upon request.

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**Elgin County Council  
Regular Council Meeting  
Minutes**

**June 24, 2025, 9:00 a.m.  
Council Chambers  
450 Sunset Drive  
St. Thomas ON**

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

Members Absent: Councillor Richard Leatham (with notice)

Staff Present: Blaine Parkin, Chief Administrative Officer/Clerk  
Nicholas Loeb, Director of Legal Services  
Michele Harris, Director of Homes and Seniors Services  
Brian Masschaele, Director of Community & Cultural Services  
Jennifer Ford, Director of Financial Services/Treasurer (virtual)  
Peter Dutchak, Director of Engineering Services  
Mat Vaughan, Director of Planning and Development  
Carolyn Krahn, Manager of Economic Development, Tourism & Strategic Initiatives  
Emily Waldick, Manager of Human Resources  
Katherine Thompson, Manager of Administrative Services/Deputy Clerk  
Jenna Fentie, Legislative Services Coordinator  
Stefanie Heide, Legislative Services Coordinator

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**1. Meeting Call to Order**

The meeting was called to order at 9:01 a.m. with Warden Jones in the chair.

**2. Approval of Agenda**

Moved by: Councillor Hentz

Seconded by: Councillor Widner

RESOLVED THAT the agenda for the June 24, 2025 County Council Meeting be approved as presented.

Motion Carried.

**3. Introductions, Recognitions, Memorials**

None.

**4. Adoption of Minutes**

Moved by: Councillor Couckuyt  
Seconded by: Councillor Giguère

RESOLVED THAT the minutes of the meeting held on June 10, 2025 be adopted.

Motion Carried.

**5. Disclosure of Pecuniary Interest and the General Nature Thereof**

None.

**6. Presenting Petitions, Presentations and Delegations**

**6.1 Nathan MacIntyre - Rip Current Information Project**

Nathan MacIntyre provided a presentation on the Rip Current Information Project.

Moved by: Councillor Widner  
Seconded by: Councillor Hentz

RESOLVED THAT the presentation titled "The Rip Current Information Project" from Nathan MacIntyre be received and filed; and

THAT staff bring back a report to Council on how the County of Elgin can continue to work with the Rip Current Information Project to amplify their message.

Motion Carried.

**7. Motion to Adopt Recommendations from the Committee of the Whole**

**7.1 Recommendations of Committee of the Whole - June 10, 2025 Meeting**

Moved by: Councillor Sloan  
Seconded by: Councillor Hentz

RESOLVED THAT items CW25-29 - CW25-33 from the Committee of the Whole meeting dated June 10, 2025 and the recommendations therein be adopted.

Motion Carried.

**8. Committee Recommendations**

**8.1 Draft Committee Meeting Minutes**

**8.1.1 Homes Committee of Management Meeting - June 10, 2025 Draft Meeting Minutes**

**9. Reports for Information and Immediate Consideration**

**9.1 Manager of Economic Development, Tourism & Strategic Initiatives - Community Safety and Well-Being Plan Update**

The Manager of Economic Development, Tourism & Strategic Initiatives presented the report seeking Council's endorsement of the update to the Aylmer-Elgin-St. Thomas Community Safety and Well-Being Plan, and that the update be submitted to the Ministry of the Solicitor General by the July 1, 2025 deadline.

Moved by: Deputy Warden Ketchabaw  
Seconded by: Councillor Sloan

RESOLVED THAT the report titled "Community Safety and Well-Being Plan Update" from the Manager of Economic Development, Tourism and Strategic Initiatives dated June 24, 2025 be received and filed; and

THAT the Council of the County of Elgin hereby endorses the Aylmer-Elgin-St. Thomas Community Safety and Well-Being Plan update; and

THAT a copy of the Aylmer-Elgin-St. Thomas Community Safety and Well-Being Plan and the 2025 update be posted on the County website; and

THAT staff be directed to submit the Community Safety and Well-Being Plan Update to the Ministry of the Solicitor General; and

THAT staff be directed to work with partners to further refine the Plan.

Motion Carried.

**9.2 Director of Engineering Services - Village of Fingal Reconstruction – Funding Agreement**

Council recessed at 9:50 a.m. and reconvened at 10:03 a.m.

The Director of Engineering Services presented the report seeking Council's approval to execute a Transfer Payment Agreement with the Ministry of Infrastructure for the reconstruction of Union Road and Fingal Line within the Village of Fingal. The agreement is required to be executed and received by the Ministry of Infrastructure by June 27, 2025.

Moved by: Councillor Noble

Seconded by: Councillor Hentz

RESOLVED THAT the Warden and Chief Administrative Officer be directed and authorized to execute the Transfer Payment Agreement with the Ministry of Infrastructure for the reconstruction of County roads within the Village of Fingal.

Motion Carried.

**10. Council Correspondence**

Moved by: Councillor Hentz

Seconded by: Councillor Sloan

RESOLVED THAT Correspondence Items 10.1 and 10.5 be received and filed.

Motion Carried.

**10.1 Email from Daniel Soos, Natterjack Brewing Company Ltd., regarding the Tourism-Oriented Directional Signing Program in Elgin County**

**10.2 Resolution from the Township of Malahide Council requesting consideration of road safety enhancements at the Highway 73/45 intersection and at Highway 73 near Clovermead.**

Moved by: Councillor Giguère

Seconded by: Councillor Widner

RESOLVED THAT the resolution from the Township of Malahide Council requesting consideration of road safety enhancements at the Highway 73/45 intersection and at Highway 73 near Clovermead be referred to the Director of Engineering Services for further investigation.

Motion Carried.

**10.3 Resolution from the Corporation of the County of Prince Edward regarding support of advocacy to the Federal Government for disability without poverty.**

Moved by: Councillor Widner  
Seconded by: Councillor Tellier

RESOLVED THAT the County of Elgin support the resolution from the Corporation of the County of Prince Edward regarding support of advocacy to the Federal Government for disability without poverty.

Motion Carried.

**10.4 Resolution from the Township of Southwold regarding the proposed design for the reconstruction of Fingal Line and Union Road in Fingal**

Moved by: Councillor Noble  
Seconded by: Councillor Giguère

RESOLVED THAT the County of Elgin support the resolution from the Township of Southwold regarding the proposed design for the reconstruction of Fingal Line and Union Road in Fingal.

Motion Carried.

**10.5 St. Thomas-Elgin Public Art Centre 2024 Annual Report**

**11. Statements/Inquiries by Members**

**11.1 Councillor Sloan - Support for Requesting a Delegation from City of St. Thomas and PowerCo.**

Councillor Sloan requested Council's support to invite City of St. Thomas Mayor Joe Preston and representatives from PowerCo to attend a future County Council meeting to deliver a delegation providing a status update on the PowerCo development. Council supported the request.

**11.2 Councillor Noble - Elm and Centennial Intersection**

Councillor Noble requested that staff be directed to provide a report detailing options for visual improvements to the roundabout at the Elm Line and Centennial Road intersection. The Director of Engineering Services provided a verbal history of the decision of Council to establish a naturalized area in the center of the roundabout. Council directed staff to provide a report to Council with options for the center of the roundabout.

Moved by: Councillor Noble  
Seconded by: Councillor Widner

RESOLVED THAT the Director of Engineering Services be directed to prepare a report outlining design options for the center of the roundabout at the intersection of Elm Line and Centennial Road for Council's consideration at a future meeting.

Motion Carried.

**11.3 Warden Jones - Warden's Golf Tournament**

Warden Jones informed Council that the Warden's Charity Golf Tournament held on June 13, 2025 raised \$15,700 in support of the Hospice of Elgin. Warden Jones thanked staff and the Bluffs Golf Club for their support with organizing the tournament. Warden Jones also thanked City of St. Thomas Mayor Joe Preston for participating in the putting challenge.

**12. Closed Meeting Items**

Moved by: Councillor Hentz  
Seconded by: Deputy Warden Ketchabaw

RESOLVED THAT we do now proceed into closed meeting session in accordance with the Municipal Act to discuss the following matters under

Municipal Act Section 239 (2):

Closed Meeting Item #1 - Closed Meeting Minutes - June 10, 2025

Closed Meeting Item #2 - LS25-2 Whites Station

(c) a proposed or pending acquisition or disposition of land by the municipality or local board; (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and (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.

Motion Carried.

**12.1 Closed Meeting Minutes - June 10, 2025**

**12.2 Director of Legal Services - LS 25-2 Whites Station**

**13. Motion to Rise and Report**

Moved by: Councillor Sloan

Seconded by: Councillor Widner

RESOLVED THAT we do now rise and report.

Motion Carried.

Closed Meeting Item #1 - Closed Meeting Minutes - June 10, 2025

Moved by: Councillor Hentz

Seconded by: Councillor Sloan

RESOLVED THAT the June 10, 2025 Closed Meeting Minutes be adopted.

Motion Carried.

Closed Meeting Item #2 - LS25-2 Whites Station

Moved by: Councillor Tellier

Seconded by: Deputy Warden Ketchabaw

RESOLVED THAT the report titled LS 25-2 Whites Station from the Director of Legal Services dated June 17, 2025 be received and filed for information; and

THAT the Council of the County of Elgin declares that 42343 Fruit Ridge Line is surplus to the County's needs; and

THAT staff proceed with the sale negotiation process of 42343 Fruit Ridge Line as directed.

Motion Carried.

**14. Consideration of By-Laws**

**14.1 By-Law No. 25-26 Confirmation**

BEING a By-Law to Confirm Proceedings of the Municipal Council of the Corporation of the County of Elgin at the June 24, 2025 Meeting.

Moved by: Councillor Tellier

Seconded by: Councillor Giguère

RESOLVED THAT By-Law No. 25-26 be now read a first, second, and third time and finally passed.

Motion Carried.

15.   **Adjournment**

Moved by: Councillor Widner  
Seconded by: Councillor Sloan

RESOLVED THAT we do now adjourn at 11:07 a.m. to meet again on July 8, 2025 at 9:00 a.m.

Motion Carried.

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Blaine Parkin,  
Chief Administrative Officer/Clerk.

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Grant Jones,  
Warden.



**Resolution Page  
Committee of the Whole Meeting**



**Agenda Number:** 2.  
**Resolution Number** CW25-34  
**Title:** Approval of Agenda  
**Date:** Tuesday, June 24, 2025

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**Moved by:** Councillor Noble  
**Seconded by:** Councillor Sloan

**RESOLVED THAT** the agenda for the June 24, 2025 Committee of the Whole Meeting be approved as presented.

**Motion Carried.**

**Agenda Number:** 3.  
**Resolution Number** CW25-35  
**Title:** Adoption of Minutes  
**Date:** Tuesday, June 24, 2025

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**Moved by:** Councillor Noble  
**Seconded by:** Councillor Hentz

**RESOLVED THAT** the minutes of the meeting held on June 10, 2025 be adopted.

**Motion Carried.**

**Agenda Number:** 6.1.  
**Resolution Number** CW25-36  
**Title:** Director of Engineering Services - Gillets Bridge (B27) Rehabilitation – Contract Award  
**Date:** Tuesday, June 24, 2025

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**Moved by:** Councillor Noble  
**Seconded by:** Deputy Warden Ketchabaw

**RESOLVED THAT** Vandenburg Construction Inc. be selected to complete the Gillets Bridge (B27) Rehabilitation located on Sparta Line, Tender No. 2025-T25 at a total price of \$315,900.00 inclusive of a \$75,000 contingency allowance and exclusive of H.S.T.; and

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

**Motion Carried.**

**Agenda Number:** 6.2.  
**Resolution Number** CW25-37  
**Title:** Senior Planner - Official Plan Amendment No. 39 in the Municipality of Bayham 92 Edison Drive  
**Date:** Tuesday, June 24, 2025

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**Moved by:** Deputy Warden Ketchabaw  
**Seconded by:** Councillor Couckuyt

**RESOLVED THAT the Council of the Corporation of the County of Elgin approves Official Plan Amendment No. 39 to the Official Plan of the Municipality of Bayham; and**

**THAT staff be directed to provide notice of this decision in accordance with the requirements of the Planning Act.**

**Motion Carried.**

**Agenda Number:** 7.  
**Resolution Number** CW25-38  
**Title:** Adjournment  
**Date:** Tuesday, June 24, 2025

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**Moved by:** Councillor Widner  
**Seconded by:** Councillor Tellier

**RESOLVED THAT** we do now adjourn at 11:16 a.m. to meet again on July 8, 2025 at 9:30 a.m.

**Motion Carried.**



## Report to County Council

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**From:** Grant Jones, Warden

**Date:** July 8, 2025

**Subject:** Warden's Activity Report (June 2025)

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### **Recommendation(s):**

THAT the report titled "Warden's Activity Report (June 2025)" dated July 8, 2025, from Warden Jones be received and filed.

### **Introduction:**

The purpose of this report is to provide a high-level summary of the meetings and official functions I have attended during the month of June as Elgin County Warden.

### **Background and Discussion:**

Events/Meetings Attended by Warden:

#### **June 2025:**

Discovery Week Event at KCCA (June 2)  
Health Recruitment Partnership Discovery Week Group Dinner (June 3)  
Health Recruitment Partnership Discovery Week event Mistyglenn Dairy (June 4)  
Community Safety and Well-Being Meeting (June 4)  
Rosy Rhubarb Festival (June 7)  
Elgin County Council/Committee of the Whole (June 10)  
Homes Committee of Management (June 10)  
SWIFT AGM (June 12)  
Warden's Charity Golf Tournament (June 13)  
Homelessness Issues Event (June 16)  
SWPH Adhoc Building Committee Meeting (June 17)  
Elgin Middlesex Fire School Graduation (June 18)  
Health Recruitment Partnership Committee Strategic Plan Action Items Meeting (June 18)  
Decoration Day Services (attended by Deputy Warden) (June 22)  
Elgin County Council/Committee of the Whole (June 24)  
SWPH Board Meeting (June 26)  
WOWC Full Caucus Meeting (June 27)

Aylmer Truck and Tractor Pull (June 27)  
Canada Day Celebration in Fingal (June 30)

**Financial Implications:**

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None.

**Advancement of the Strategic Plan:**

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**Local Municipal Partner Impact:**

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Elgin County continues to work with and find ways to collaborate with Elgin's municipal partners.

**Communication Requirements:**

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None.

**Conclusion:**

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I am deeply honored to have been selected by my colleagues for the office of Warden. I eagerly anticipate representing the County and advocating for its interests at events and meetings throughout the year.

All of which is Respectfully Submitted

Approved for Submission

Grant Jones  
Warden

Blaine Parkin  
Chief Administrative Officer/Clerk



## Report to County Council

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**From:** Brian Masschaele, Director of Community and Cultural Services

**Date:** July 8, 2025

**Subject:** Museum and Archives 2025 Activity Report

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### **Recommendation(s):**

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THAT the report titled “Museum and Archives 2025 Activity Report” from the Director of Community and Cultural Services dated July 8, 2025, be received and filed.

### **Introduction:**

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This report provides County Council and the public with an update on 2025 projects and activities for Elgin County Museum and Elgin County Archives

### **Background and Discussion:**

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## Elgin County Museum

### Staffing

The museum employed Emilie Fagan as a summer student funded in part by the Government of Canada’s Young Canada Works Program. She is a returning summer student. Much of her work consists of on-going cataloguing and preparing museum artifacts for deaccession. In the winter, a museum collections assistant, Brianna McArdle, was employed on a year-long temporary contract to continue conducting the collections review and identify artifacts for deaccession.

Colin Craig, a grade 12 student, has also been working at the museum as a part of his co-op program. Work includes assisting with moving artifacts, building storage units, and processing artifacts.

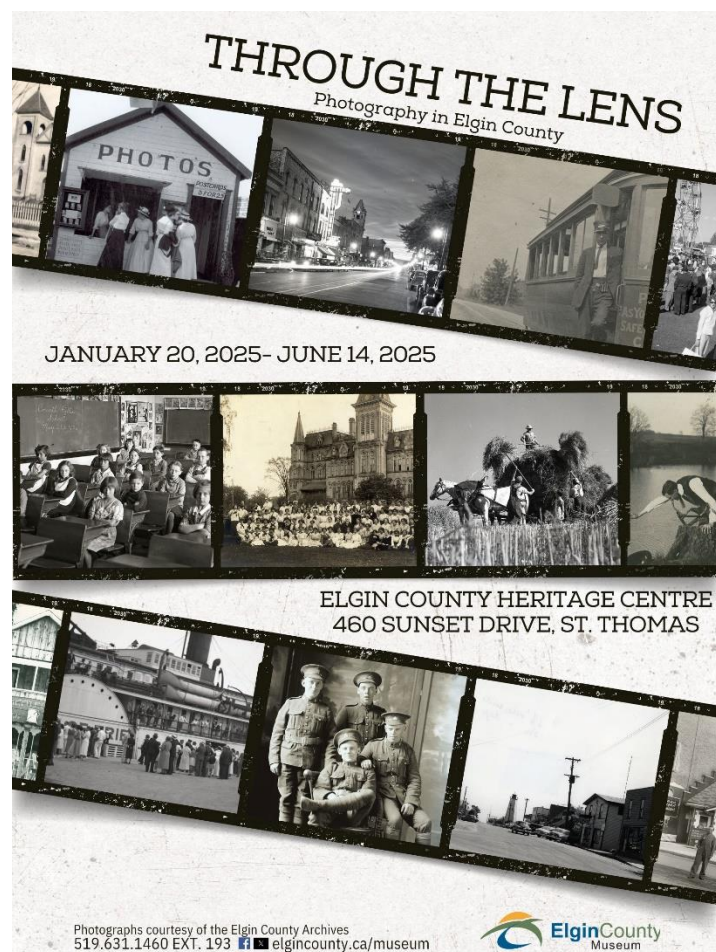


## 2025 Exhibitions

### ***Through the Lens: Photography in Elgin County***

January 20, 2025 – June 14, 2025

This exhibition is based on the history of photography in Elgin County and is illustrated through original artifacts in the museum collection. It also showcases photographs and photographers within the collections of the Elgin County Archives. It includes historic cameras, including the Brownie Camera, developed by Vienna-born Frank Brownell, and the camera used by T.H. Scott to take the famous photo of Jumbo after he was killed in St. Thomas, 1885. *Through the Lens* features photographs from studios, including the Scott Studio and the Stollery Studio, private collectors, newspaper articles, and family photo albums.



*Through the Lens poster*



*Entry to Through the Lens exhibit*



*Photo wall for Through the Lens*



## ***Jumbomania***

July 2, 2025 – March 20, 2026

This exhibit is to commemorate the 140<sup>th</sup> anniversary of the death of Jumbo, the Great African Elephant, who was killed in St. Thomas, September 15, 1885. With guest curator, Dariusz Korbiel, the exhibit will explore the craze that swept London during the Victorian era, and look at what made Jumbo such an enduring legacy. *Jumbomania* will feature original artifacts, photographs, illustrations, and newspapers to showcase the legacy of the first animal superstar.

The exhibition poster below is original artwork for the exhibit, created by Scott McKowen.



## Programmes

Family Day- February 17 (27 attended)

Elgin Historical Society, *Alma College*- February 26 (53 attended)

Steve Peters, tour of *Through the Lens*- March 19 (17 attended)

March Break, green screen and crafts- March 8 to March 15

Women's Institute Executive- March 24 (8 attended)

Elgin Historical Society, meet and greet- March 26 (19 attended)

Pete Sheridan, *13<sup>th</sup> Annual Vimy Lecture*- April 9 (22 attended)

Extendicare, tour of *Through the Lens*- April 25 (14 attended)

Mess Dedication to Ellis Sifton, in Windsor- May 3 (81 attended)

Mark Richardson, *Colonel Richard Airey, Thomas Talbot and the Charge of the Light Brigade*- May 10 (22 attended)

School Group, *Pierre E. Trudeau French Immersion*- May 20 (37 students, 12 teachers/chaperones)

The Russian Golden Age Club, seniors tour- May 20 (30 attended)

## Events

### **Family Day- February 17**

The Elgin County Museum opened to the public for Family Day. Visitors participated in various crafts, including designing their own picture frames, and participated in a museum wide scavenger hunt related to *Through the Lens*. The highlight was the green screen program. Visitors chose from historic photographs in the archives collection, and were able to take home a physical copy of their time-travelling adventures.

### **Steve Peters, tour of *Through the Lens*- March 19**

Steve Peters gave a tour of *Through the Lens*. He discussed the history of photography, St. Thomas and Elgin County photograph studios, and provided additional information on a variety of images and artifacts on display.

### **Pete Sheridan, *13<sup>th</sup> Annual Vimy Lecture*- April 9**

Elgin Historical Society President, Pete Sheridan, was the lecturer for the 13<sup>th</sup> annual Vimy Lecture. He spoke largely about the war and its impact on the homefront in Elgin County and also discussed the actions of Victoria Cross recipient Ellis Sifton. Sifton's Victoria Cross was on display for the lecture.

## **Mark Richardson, *Colonel Richard Airey, Thomas Talbot, and the Charge of the Light Brigade*- May 10**

Mark Richardson presented on the life of Colonel Richard Airey, and his relationship with his uncle, Thomas Talbot. On display for the lecture was an original Airey painting of Thomas Talbot in “The Den”, as well as a baby cradle used by the Airey family during their time in Elgin County.

### Outreach

## **Business After 5- April 16**

The Elgin County Museum was invited to host the green screen activity at RIVA in Port Stanley for Business After 5. Visitors were able to choose from historic photos of Port Stanley into which they could be inserted digitally, and were able to take a physical copy of the photograph.

## **Dedication of the Mess to Lance Sergeant Ellis Wellwood Sifton, Windsor - May 3**

The Essex and Kent Scottish in Windsor hosted an event dedicating their mess to Lance Sergeant Ellis Wellwood Sifton. The Elgin County Museum participated and displayed Ellis Sifton’s Victoria Cross in Windsor for the event, along with Brent and Georgia Sifton, on behalf of the Sifton family.



*Curator Madeleine Howard, Georgia and Brent Sifton with Ellis Sifton’s Victoria Cross, on display in Windsor*





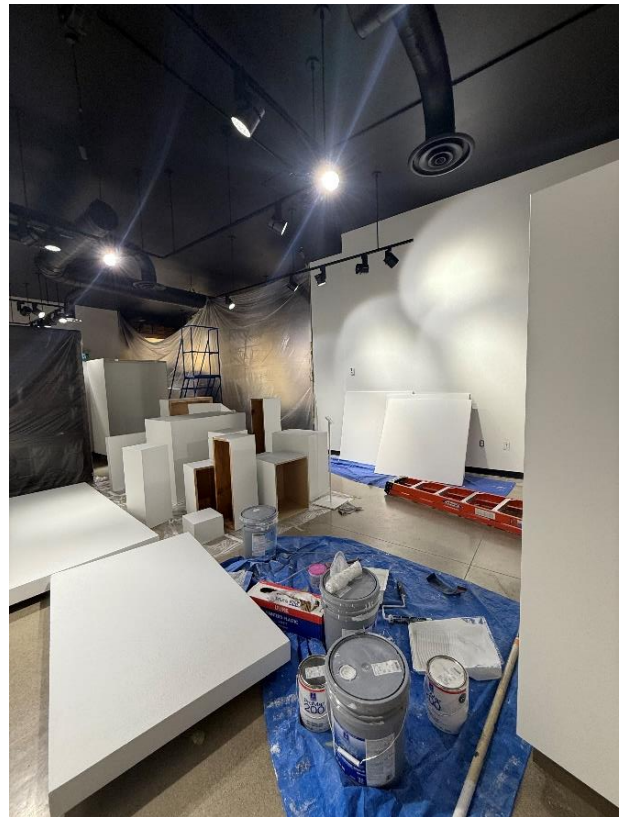
*Dedication plaque at The Essex and Kent Scottish mess hall, Windsor.*

### **Library Displays**

The Elgin County Museum put on two **displays at the Shedden Library**. One display was in connection with *Through the Lens* and highlighted cameras and photography, while *Hats and Handbags* showcased fun and unique outerwear. The Elgin County Museum also put on a **display at the Dutton Library**, also in connection with *Through the Lens*, and showed unique cameras and photography tools.

### **Museum Updates**

In December 2024, the exhibition space at the Elgin County Heritage Centre was repainted. In May 2025 renovations began on the fourth floor of the Elgin County Administration building. A new wall has been added at the front reception, and windows have been removed from one wall of the curator's office. A wall was removed in the meeting room.



*Heritage Centre exhibit area before and during painting.*

Collections review and storage consolidation continues on the fourth floor. Several artifacts have been identified for deaccession through a set of strict criteria. 10 items are in the process of being transferred to Sparta.

The transfer of archival material to the Elgin County Archives is ongoing.

# Elgin County Archives

## Projects

### **Newspaper Digitization Project**

Approximately 99,000 newspaper pages were scanned in 2024 and so far, approximately 26,000 pages have been scanned in 2025. St. Thomas Times-Journal newspapers covering the Second World War have been digitized and made available to the public. Since the project began in 2019, more than 600 years of newspaper have been digitized, comprising 42 newspaper titles.

### **Digitization of Municipal Records**

Work is on-going to digitize and make available records from the County's local municipal partners. Once that is complete, the Council minutes and by-laws of all 16 former municipalities in Elgin County from pre-amalgamation (pre-1998) will be available for viewing on our online database.

### **Digitization of Audio-Visual Collection**

A large portion of the audio-visual collection has been digitized and made available on our online database. These include all of the audiocassettes of Elgin Historical Society meetings and events, and the conversion to mp4 files of Elgin County-related VHS cassettes. Here is a link to a 1996 "People & Places in Elgin County" episode on the Bobier Home: <https://bit.ly/3FAbN5S>.

PHYSICAL DESCRIPTION  
SCOPE AND CONTENT  
1 videocassette (ca. 00:23); col.

With host Carolyn Cameron, this installment of the "People and Places" series is a panel discussion on the situation of the Bobier Convalescent Home in Dutton, Ontario, including panelists Pat Vandevonne (Director of Nursing, Elgin County Homes); Leta West (Chairperson, "Caring for Seniors"); and Nancy Hunter (Activity Director, **Bobier Home**). The focus of the discussion is on the need for and fundraising efforts to support the construction of a new long-term care facility for senior citizens to replace the Bobier Convalescent Home in Dutton, Ontario.

NAME ACCESS  
Bobier Villa  
Bobier Convalescent Home  
Dutton (Ont.)

SUBJECT ACCESS  
Homes for the Aged

Video



● LESS DETAIL

Select + Share Feedback More like this Permalink

*Database  
record for the  
video "Bobier  
Home". From  
the Elgin  
County  
Archives  
Audio-Visual  
Collection*



## ***Research for the 175<sup>th</sup> Anniversary of the Township of Southwold***

Staff assisted the Southwold History Committee by conducting research to create a history timeline, and identify suitable images from our collection, for use in the celebrations of the 175<sup>th</sup> Anniversary of the Township of Southwold.

### Accessions

\* Photographic negatives from 1979 to 1987 from the newspaper “Voice of the Elgin Farmer”. These are especially valuable since Elgin County has such a strong agricultural heritage.

\* The original paper copies of the newspapers the St. Thomas Super Shopper and the St. Thomas/Elgin Weekly News. As part of our newspaper digitization project, we will be digitizing these great sources of community news and events, and making them available on our newspaper finding aid online.

### Social Media

Our social media accounts continue to grow and achieve high engagement. In 2024, content was created for 989 posts on three platforms, including Facebook, Instagram and X, achieving an overall reach of approximately 5.7 million and over 95,000 profile visits. Compared to the previous year, engagement increased by 18% with over 477,000 interactions with our posts. Facebook remains our most engaged platform, and in March 2025, we reached our goal of acquiring 10,000 followers. The most popular photograph on Facebook in the past year showed the departure of the 91<sup>st</sup> Battalion (formed in Elgin county) which departed from the Michigan Central Railroad Station, St. Thomas, in June 1916. This post achieved approximately 100,000 views, 42 comments, and was shared over 120 times. You can view this post [here](https://bit.ly/4jsuBlz). (<https://bit.ly/4jsuBlz>).



*Soldiers of the 91st Battalion departing from the Michigan Central Railroad Station, St. Thomas, in June 1916.*

## Outreach

### **Exhibit at the Port Stanley Library for Archives Awareness Week**

To mark Archives Awareness Week, we installed an exhibit at the Port Stanley Library called “Past and Present: Showcasing Port Stanley Landmarks of the Past with Photo Selections from the Archives”. With this pictorial exhibit, we highlighted historical photographs that showcase Port Stanley landmarks along with an image of what that site looks like today.



*Maddy Howard, Elgin County Museum Curator (who assisted with installing the panels), and Elgin County Archivist Gina Elias are pictured standing in front of the title panel of the exhibit “Past and Present: Showcasing Port Stanley Landmarks of the Past with Photo Selections from the Archives” at the Port Stanley Library, April 2025.*

### ***Hosting Archives Association of Ontario events***

We hosted two events for two groups of archivists from the Archives Association of Ontario. The events included tours, an update on our facility planning, and a demonstration of our newspaper digitization project.

### ***Green Screen Program***

We ran our Green Screen program at the Wartime Homefront event at the Backus-Page House Museum on Saturday May 31st.

### **Financial Implications:**

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Not applicable.

### **Advancement of the Strategic Plan:**

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#### Strategy #1 – Collaborative Engagement and Communication

Goal 1: Digitization and access to records of current and former municipalities strengthens the relationship with local municipal partners. Research projects and exhibits also highlight the history of communities across the County.

#### Strategy #3 – Service Excellence and Efficiency

Goal 1: Museum and Archives projects are leveraging technology such as digitization tools and on-line search features to enhance access to collections.

### **Local Municipal Partner Impact:**

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Not applicable.

### **Communication Requirements:**

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Many of the projects outlined in this report have received extensive media coverage and have been profiled on the County's various social media channels.

### **Conclusion:**

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Staff wish to acknowledge the generous financial support of the following donors in support of the projects outlined in this report, in addition to the operating support provided by Elgin County Council:

- The Blidner Family Foundation (\$20,000 annually to fund Archives' digitization projects).
- Government of Canada through the Young Canada Works in Heritage Organizations employment program for students through (approximately \$12,000 annually to support summer student wages in museum and archives).

All of which is Respectfully Submitted

Brian Masschaele  
Director of Community and  
Cultural Services

Approved for Submission

Blaine Parkin  
Chief Administrative Officer/Clerk

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**Fw: Western Ontario Wardens' Caucus June 2025 Newsletter**

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**From:** Western Ontario Wardens Caucus <info@wowc.ca>

**Sent:** June 25, 2025 2:42 PM

**To:** Katherine Thompson <kthompson@elgin.ca>

**Subject:** Western Ontario Wardens' Caucus June 2025 Newsletter

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June 2025



**Monthly  
Update**

**Your monthly news & updates**

**Powering Ontario's Economic Engine:  
WOWC Launches 2025-27 Strategic Priorities at Queen's Park**





The Western Ontario Wardens' Caucus (WOWC) brought regional leadership to Queen's Park on Monday, June 2, for a series of strategic meetings with Ontario Cabinet Ministers, culminating in an evening reception attended by Members of Provincial Parliament (MPPs), staff, and key partners.

The Caucus officially launched its 2025–2027 Strategic Priorities: Powering Ontario's Economic Engine, a forward-looking roadmap to support the long-term prosperity, connectivity, and resilience of Western Ontario. Representing 15 upper and single-tier municipalities and 1.6 million residents, the WOWC is a strong voice for rural and mid-sized communities across the region, which collectively drive more than \$226 billion in exports through more than 250,000 businesses.

"This week marks a pivotal moment for our region," said Amy Martin, Chair of the WOWC and Mayor of Norfolk County, during remarks at the reception. "We are proud to launch our new Strategic Plan at Queen's Park, in partnership with the Provincial government, to help advance solutions for the people and businesses powering Ontario's economy."

As part of the day's advocacy, WOWC held targeted meetings with key Provincial Ministers to discuss the Strategic Priorities and identify opportunities for collaboration across multiple sectors, and hosted an evening reception.

The WOWC's 2025–2027 Strategic Priorities focus on four key areas critical to the long-term health and prosperity of Western Ontario:

1. Infrastructure Development and Funding
2. Housing Affordability and Availability
3. Workforce Development and Preservation
4. Mental Health Services and Support

View the [full press release](#)

## Rural Ontario Development Program Launched

The Western Ontario Wardens' Caucus is pleased to see the Ontario government launch the \$20 million Rural Ontario Development program. This initiative will help our rural communities grow stronger and more resilient by supporting workers, creating opportunities, and improving infrastructure.

We were proud to be a part of yesterday's announcement, represented by Huron County Warden Jamie Heffer and past Chair Jim Ginn.



## Quick Facts

[Applications for the first intake of the Rural Ontario Development program are now open](#) and will close on September 24, 2025 at 5 p.m.

In January 2025, the government [announced an increase of \\$20 million over two years](#) for the Rural Ontario Development program, previously known as the Rural Economic Development program.

Since 2019, the government has invested \$27.5 million towards supporting 473 projects through the Rural Economic Development Program.

## Ontario Releases Energy Plan



Ontario has released its first-ever integrated energy plan, [Energy for Generations](#), a bold step to meet rising energy demand with affordable, secure, and reliable power.

As one of the fastest growing regions in the province, Western Ontario is home to Canada's first EV battery plants and a hub of industrial and population growth. To sustain this momentum, we need a modern energy system that meets both today's needs and tomorrow's opportunities.

The Western Ontario Wardens' Caucus was pleased to attend the announcement and applauds the province's commitment. This direction supports the infrastructure and investment needed to drive continued growth and economic opportunity in both our rural and small urban communities.

Read the [full press release](#).

## Western Ontario Municipal Conference 2025 Keynote Speaker: Steve Paikin



# WESTERN ONTARIO MUNICIPAL CONFERENCE

October 17, 2025 | London, ON

*Powering Ontario's Economic Engine*



The Western Ontario Wardens' Caucus is pleased to welcome Steve Paikin, host of TVO's The Agenda as our Keynote Speaker.

For more than 40 years, Steve Paikin has been a trusted voice for Canadians seeking perspective and intelligent analysis of current events. He is an award-winning journalist, author, and documentary producer, best known as the anchor of TVO's former flagship current affairs program, The Agenda with Steve Paikin. In his signature straight-forward and humorous way, Paikin's illuminating keynotes prepare organizations for what's next. He translates politicians' words into simple facts and how this may affect business day-to-day.

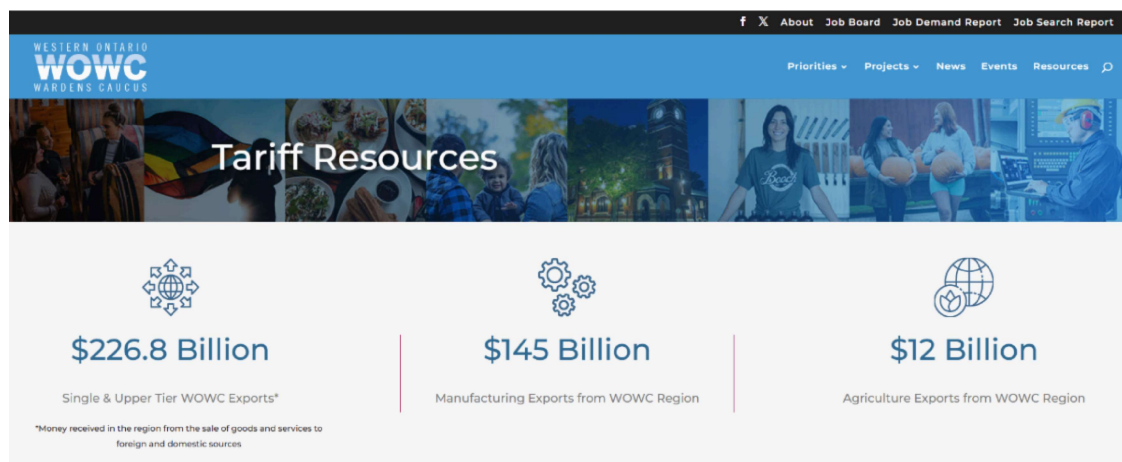
**Friday, October 17th, 2025**  
**8:30 am - 4:00 pm**  
**Lamplighter Inn & Conference Centre, London, ON**

Early bird pricing available until August 31, 2025.

Are you interested in sponsoring the WOMC or participating as an exhibitor? Please see the [2025 Sponsorship Package](#) for more information or contact: [info@wowc.ca](mailto:info@wowc.ca)

[Register Here](#)

## Western Ontario: Tariff Impact Survey Results Now Available



Between February 1 and April 30, 2025, the Western Ontario Wardens' Caucus (WOWC) conducted a Tariff Impact Survey to better understand how U.S. tariffs are affecting local businesses.

A total of 226 businesses from a range of sectors—including agriculture, manufacturing, and retail—responded to the survey.



Key findings from the survey include:

- The majority of respondents (154) were small businesses with fewer than 10 employees.
- Approximately 40% of respondents reported that over 25% of their revenue is dependent on U.S. trade.
- The most common impacts from tariffs were increased input costs and reduced export demand. Businesses are responding by seeking alternative markets, adjusting prices, and requesting government support.
- Supply chain disruptions are expected to grow, with 118 businesses anticipating future challenges.
- Businesses indicated a strong preference for tax relief and direct financial assistance as key forms of government support.
- Counties can assist by offering grants, marketing support, and enhanced communication of available resources.

The insights gathered in this survey will inform WOWC's ongoing policy advocacy and regional economic development initiatives

[Learn more](#)

## Community Futures - Helping Businesses Grow



Discover how Community Futures can supercharge your business goals! Our team of experts is eager to tailor support and resources to match your unique aspirations.

Let's sit down together, explore possibilities, and create a roadmap to success!

#CommunityFutures

#businesssupport

[cfwesternontario.ca](http://cfwesternontario.ca)

Western Ontario Wardens Caucus | 789 Broadway Street, Box 3000 | Wyoming, ON N0N 1T0 CA

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TO: Warden Jones and Members of Elgin County Council

Thank you, Elgin County Council, for this opportunity to respectfully add to the conversation about the future of the Aylmer Old Town Hall Library. Aymer has laboured hard to bring an actionable plan for a downtown library into the world. It was a labour of love, determination and courage, but like all births, it was not without some pain and uncertainty. Thank you for your patience and forbearance during this process.

Highlighting several points of this process:

Based on community response at the Forum of April 7 at the Old Town Hall where support for a downtown location was overwhelming and the response at the County-sponsored session at the EECC on May 6, the Mayor of Aylmer recognized the need for Aylmer's Town Council to endorse and present an actionable plan for expansion in the downtown area adjacent to the Old Town Hall. The community support including the Aylmer BIA, the Aymer Performing Arts Council, and other diverse resident populations, has evolved into a strong set of voices who are united in their commitment to work positively with the mayor.

During the voting process in support of the mayor's proposal, the Aylmer Town Council were eloquent in their reasons ranging from safety concerns to the loss of the community space to the reality that their own children would no longer be able to visit the library on their own were it to relocate to the EECC.

Finally, we would emphasize to the County that Aylmer should have the democratic right to determine the location of the library. We ask you to please accept and support the Town of Aylmer in realizing this long overdue library expansion in our downtown. We call on the County to respect this decision and to work collaboratively with Aylmer on this plan.

Thank you,

A handwritten signature in black ink, appearing to read 'Christina Mayhew'.

Christina Mayhew,

On behalf of DALES (Downtown Aylmer Library Expansion Committee)

cc. Brian Masschaele – Director Community and Cultural Services



## Municipal Flag Protocol and Proclamation Policy (1.3) Request Form

Please complete this form and submit it to [adminteam@elgin.ca](mailto:adminteam@elgin.ca).

**Organization:** St. Thomas-Elgin Local Immigration Partnership

**This Organization is:**

☐ Charitable Organization

☒ Not-for-profit Organization

**Event/Occasion:** Welcoming Week

**Purpose of Event/Occasion:** To mark Welcoming Week, which is an annual, international initiative endorsed by Immigration, Citizenship, and Refugees Canada that celebrates the important work being done to make our community welcoming to everyone.

**Proposed Date for Flag Raising and/or Proclamation:** Tuesday September 23 2025

(all flag raisings/proclamation dates are subject to availability in accordance with the Policy).

**Contact Name:** Fiona Murray

**Phone Number:** 519-631-9800 ext. 239

**Email Address:** fmurray@stelip.ca

**My organization is requesting (please check all that apply):**

☒ Flag Raising

☒ Proclamation

☐ Lighting the Elgin Administration Building

**If your organization has a written proclamation you wish to be read, please include a copy with this form.**



**Please describe your organization/group: \_\_The St. Thomas-Elgin Local Immigration Partnership is a collaborative community initiative that aims to build welcoming, caring, and inclusive communities by supporting the integration of immigrants and promoting the value of diversity. We are made up of a council with 26 representatives from local organizations and newcomers to Canada. Together, we work to build welcoming, caring, and inclusive communities. We support the integration of immigrants in our community and promote the value of diversity through a variety of activities across five different priority areas: workforce development and employer supports, community readiness, equitable supports, education, and civic and social inclusion.**

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**Has your organization achieved national or international distinction, made a significant contribution to the community, or helped to enhance the County of Elgin in a positive manner? Please describe: \_\_Last year we were recognized by Immigration, Refugees, and Citizenship Canada for our participation in Welcoming Week, which included a flag raising and proclamation at the County of Elgin. We have also made significant contributions to the community specifically in supporting immigrants: publishing research reports about the experiences of local immigrants, running an annual networking event for service providers who serve newcomer and immigrant clients, creating resources for service providers, organizing various activities to enhance social inclusion of newcomers and immigrants, running awareness campaigns and initiatives to promote diversity and inclusion across St. Thomas-Elgin, and more.**

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**Municipal Flag Protocol and Proclamation Policy (1.3) Request Form** Please complete this form and submit it to [adminteam@elgin.ca](mailto:adminteam@elgin.ca).

**Organization:** Elgin County Pride (Part of The Rainbow Optimist Club)

**This Organization is:**

☐ **Charitable Organization**

☒ **Not-for-profit Organization**

**Event/Occasion:** Elgin County Pride July 25<sup>th</sup> to August 3

**Purpose of Event/Occasion:** The goal of Pride is to assist in educating the community and showing the 2SLGBTQI+ residents that they are supported, creating a sense of community. Elgin County Pride is a celebration of acceptance, diversity, inclusivity and respect for all in Elgin County.

**Proposed Date for Flag Raising and/or Proclamation:** During our Pride week from July 25- Aug 4  
(all flag raisings/proclamation dates are subject to availability in accordance with the Policy).

**Contact Name:** Devon Church

**Phone Number:** 226-448-0626

**Email Address:** [church.devon@gmail.com](mailto:church.devon@gmail.com) or [elgincountypride@gmail.com](mailto:elgincountypride@gmail.com)

**My organization is requesting (please check all that apply):**

☒ **Flag Raising** **Do I need to bring you a pride flag?**

☐ **Proclamation**

☐ **Lighting the Elgin Administration Building**

**If your organization has a written proclamation you wish to be read, please include a copy with this form.**



**Please describe your organization/group:**

Elgin County Pride is a celebration of inclusion, diversity, and respect for all in Elgin County. Pride is a promotion of the self-affirmation, dignity, equality, and increased visibility of Two-spirit, lesbian, gay, bisexual, transgender and queer people as a social group. Elgin County Pride is scheduled to run from Saturday, July 26 to Monday, August 4 with a Pride Family Day planned for Saturday, July 26 at Pinafore Park. Pride Family Day is an opportunity for service providers, business, service clubs, organizations and social groups to share information and provide awareness building activities with the general public. The Elgin County Pride Committee is planning for over a thousand people to participate in the various Pride events throughout the week

**Has your organization achieved national or international distinction, made a significant contribution to the community, or helped to enhance the County of Elgin in a positive manner? Please describe:**

Pride in Elgin County is a celebration that brings together hundreds, maybe thousands of people in support of the 2SLGBTQ+ community. It embodies values of inclusivity, diversity respect, dignity, and equality. Together we acknowledge the diversity with the community, recognizing that every individual's identity and experience should be celebrated and respected.

While Ontario has made significant strides in promoting 2SLGBTQ+ rights and increasing the visibility, acceptance, and equality of 2SLGBTQ+ communities, Pride month also shines the light on the challenges that persist. Social stigma and prejudice continue to affect the community, underscoring the need for ongoing efforts to eradicate discrimination in all aspects of life. Pride serves as a reminder of the ongoing need for positive action, education, and advocacy.

Elgin County Pride in the Park is a free- family-friendly event where everyone is welcome. Our goal is to spread awareness, building connections and support networks, and to celebrate the diversity and uniqueness of St. Thomas and it's residence.

**COUNTY OF ELGIN**

**By-Law No. 25-27**

**“BEING A BY-LAW TO APPROVE A TRANSFER PAYMENT AGREEMENT WITH  
HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF ONTARIO AS  
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE UNDER THE  
HOUSING-ENABLING CORE SERVICING (HECS) STREAM OF THE MUNICIPAL  
HOUSING INFRASTRUCTURE PROGRAM (MHIP) FOR THE RECONSTRUCTION  
OF UNION ROAD AND FINGAL LINE IN THE VILLAGE OF FINGAL AND, FURTHER  
THERETO, TO AUTHORIZE THE WARDEN AND CHIEF ADMINISTRATIVE  
OFFICER TO EXECUTE THE SAID TRANSFER PAYMENT AGREEMENT ON  
BEHALF OF ELGIN COUNTY”**

WHEREAS Section 5(3) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipal power to exercise its capacities, rights, powers, and privileges by by-law;

AND WHEREAS Section 8(1) of the said Act also confers broad authority to municipalities to govern its affairs as it considers appropriate;

AND WHEREAS Section 9 of the said Act also confers upon a municipality the right, power, and privileges of a natural person for the purpose of exercising its authority under that or any other Act, which right, power, and privileges include the authority to enter into and execute agreements;

AND WHEREAS the Government of Ontario (“Ontario”) has established and funded the Municipal Housing Infrastructure Program (MHIP) – Housing Enabling Core Servicing Stream (HECS) to fund projects aimed at the development, repair, rehabilitation and expansion of municipal roads and bridges to promote growth and enable housing for growing and developing communities;

AND WHEREAS Elgin County has applied for financial support from the Ministry of Infrastructure to fund the reconstruction of Union Road and Fingal Line within the Village of Fingal (“Project”), and Ontario has approved the said Project for financial support to a maximum contribution of \$3,697,500;

AND WHEREAS a condition for receipt and use of such financial support requires Elgin County, as a recipient of funding, to enter into a written Transfer Payment Agreement with His Majesty the King in Right of the Province of Ontario as represented by the Minister of Infrastructure;

AND WHEREAS Elgin County Council is satisfied that it is in the best interests of and advisable for the Municipality to enter into the said Transfer Payment Agreement to secure access to the financial support granted therein.

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

1. THAT the proposed Transfer Payment Agreement between His Majesty the King in Right of the Province of Ontario as represented by the Minister of Infrastructure and the Corporation of the County of Elgin in respect of the

financial support to fund the reconstruction of Union Road and Fingal Line in the Village of Fingal be and same is hereby approved for execution.

- 2. THAT on the advice and direction of the Director of Legal Services, the Warden and Chief Administrative Officer be authorized and directed to enter into and execute the proposed Transfer Payment Agreement between His Majesty the King in Right of the Province of Ontario as represented by the Minister of Infrastructure and the Corporation of the County of Elgin in respect of the financial support to fund the reconstruction of Union Road and Fingal Line in the Village of Fingal.
- 3. THAT this By-Law shall become effective once signed by the Warden and Chief Administrative Officer for the County of Elgin and, further thereto, that the Transfer Payment Agreement contemplated herein shall become effective once executed by all Parties thereto.

READ A FIRST, SECOND, AND THIRD TIME AND FINALLY PASSED THIS 8<sup>th</sup> DAY OF JULY 2025.

---

Blaine Parkin,  
Chief Administrative Officer/Clerk.

---

Grant Jones,  
Warden.



**ONTARIO TRANSFER PAYMENT AGREEMENT  
MUNICIPAL HOUSING INFRASTRUCTURE PROGRAM – HOUSING-ENABLING  
CORE SERVICING STREAM**

**THE AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN:**

**His Majesty the King in right of Ontario**  
as represented by the **Minister of Infrastructure**  
  
(the “Province”)

- and -

**CORPORATION OF THE COUNTY OF ELGIN**  
  
(the “Recipient”)

**BACKGROUND**

The Municipal Housing Infrastructure Program (MHIP) - Housing-Enabling Core Servicing Stream (HECS) is an application-based program.

MHIP-HECS will fund projects aimed at the development, repair, rehabilitation and expansion of municipal roads and bridges to promote growth and enable housing for growing and developing communities.

**CONSIDERATION**

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

**1.0 ENTIRE AGREEMENT**

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

Schedule “A” - General Terms and Conditions

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

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

## **2.0 CONFLICT OR INCONSISTENCY**

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

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

## **3.0 COUNTERPARTS AND ELECTRONIC SIGNATURES**

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

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

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

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

#### **4.0 AMENDING THE AGREEMENT**

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

#### **5.0 ACKNOWLEDGEMENT**

- 5.1 Acknowledgement.** The Recipient acknowledges that:

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

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

**SIGNATURE PAGE FOLLOWS**

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

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

<hr/> Date	<hr/> p.p. Julia Danos, Assistant Deputy Minister The Honourable Kinga Surma Minister of Infrastructure
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**CORPORATION OF THE COUNTY OF ELGIN**

Date: _____	Name: _____ Title: _____
-------------	-----------------------------

I have authority to bind the Recipient.

Date: _____	Name: _____ Title: _____
-------------	-----------------------------

I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

**A1.1 Interpretation.** For the purposes of interpretation:

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

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

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

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

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

**“Construction Contract Award Deadline”** means the construction contract award deadline set out in Schedule “F”.

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

**“Effective Date”** means the date set out at the top of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

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

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

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

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

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

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

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

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

**“Total Eligible Cost”** means the amount set out in Schedule C2.1.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

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

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



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

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

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

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

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

### **A3.0 TERM OF THE AGREEMENT**

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

**A3.2 Project Deadlines.** The Recipient will:

- (a) commence the Project by the Project Start Deadline;
- (b) award the majority of Project construction contracts by the Construction Contract Award Deadline as set out in Schedule F; and
- (c) complete the Project by the Project Completion Deadline.

#### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

##### **A4.1 Funds Provided.** The Province will:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) the Recipient has fulfilled all of its obligations under the Agreement for the Project; and
- (b) the Province has carried out the reconciliation, as set out in section A4.10 (Final Reconciliation and Adjustments), and has made any adjustments required in the circumstances.

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

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

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

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

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

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

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

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

## **A6.0 CONFLICT OF INTEREST**

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

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

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

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

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

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

**A7.2 Preparation and Submission.** The Recipient will:

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

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

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

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

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

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

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

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



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

- (a) ensuring that the Province has access to the records and documents wherever they are located;
- (b) assisting the Province to copy records and documents;
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and
- (d) carrying out any other activities the Province requests.

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

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

## **A8.0 COMMUNICATIONS REQUIREMENTS**

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

## **A9.0 INDIGENOUS CONSULTATION**

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

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

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

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

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

## **A10.0 INDEMNITY**

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

## **A11.0 INSURANCE**

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

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

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

**A11.2 Proof of Insurance.** The Recipient will:

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

**A12.0 TERMINATION ON NOTICE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A14.0 FUNDS UPON EXPIRY**

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

## **A15.0 DEBT DUE AND PAYMENT**

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

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

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

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

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

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

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

## **A16.0 NOTICE**

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

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

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

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

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

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

**A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

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

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

**A18.0 SEVERABILITY OF PROVISIONS**

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

**A19.0 WAIVER**



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

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

## **A20.0 INDEPENDENT PARTIES**

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

## **A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

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

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

## **A22.0 GOVERNING LAW**

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

## **A23.0 FURTHER ASSURANCES**

**A23.1 Agreement into Effect.** The Recipient will:

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

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

## **A24.0 JOINT AND SEVERAL LIABILITY**

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

## **A25.0 RIGHTS AND REMEDIES CUMULATIVE**

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

## **A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A26.1 Other Agreements.** If the Recipient:

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

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

## **A27.0 SURVIVAL**

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

Article A8.0, Article A10.0, section A12.2, section A13.1, sections A13.2(d), (e), (f), (g), (h), (i) and (j), Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

## **END OF GENERAL TERMS AND CONDITIONS**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$3,697,500.00
<b>Expiry Date</b>	March 31, 2029
<b>Project Start Deadline</b>	September 30, 2025
<b>Project Completion Deadline</b>	March 31, 2028
<b>Amount for the purposes of section A5.3 (Disposal of Assets) of Schedule “A”</b>	\$50,000
<b>Insurance</b>	\$2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	Position: Manager, Housing Enabling Program Delivery Unit Address: Ministry of Infrastructure Infrastructure Program Design Branch 777 Bay St Toronto, ON M7A 2J4  Email: <a href="mailto:MHIP@ontario.ca">MHIP@ontario.ca</a>
<b>Contact information for the purposes of Notice to the Recipient</b>	Position: Andrew Parker, Manager of Roads and Asset Management  Address: 450 Sunset Dr St Thomas, ON N5R 5V1  Email: <a href="mailto:aparker@elgin.ca">aparker@elgin.ca</a>

**Additional Provisions:**

None

**SCHEDULE “C”**  
**PROJECT DESCRIPTION AND FINANCIAL INFORMATION**

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**C1.0 PROJECT DESCRIPTION**

The Recipient will undertake road reconstruction in the Village of Fingal, (Township of Southwold, County of Elgin). Project work will involve the reconstruction of approximately 1.2 kilometres of Union Road (County Road 20) and approximately 1.0 kilometre of Fingal Line (County Road 16). This project will include lane widening to facilitate new turning movements, new fully signalized intersection, streetlighting, active transportation facilities, and stormwater management including low impact design to offset the effects of climate change, followed by full road reconstruction. The County will also engage all local utilities (telecom, gas, etc.) to ensure any proposed works are included as part of this work. New/expanded drinking water and wastewater works, stormwater management facilities, and any soft costs (design, engineering) related to these works are ineligible. The outcomes of this project will enhance roads and bridges, promote growth, and enable housing.

**C2.0 FINANCIAL INFORMATION**

**C2.1 Total Eligible Costs.** The total Eligible Costs means \$7,395,000.00

**C2.2 Province’s Reimbursement Rate.** Without limiting the generality of the Province’s rights and remedies under this Agreement, the Province will reimburse the Recipient for up to a maximum 50% of Total Eligible Costs, or up to the Maximum Funds.

**C2.3 Combining Funding from Other Government Sources (Stacking).** The Recipient may combine (i.e., stack) federal and municipal funding (including development charges revenue) to fund a minimum of 50% Recipient contribution to Total Eligible Costs. The Recipient shall not stack other sources of provincial funding, with the exception of funding received from the Building Faster Fund (BFF) and the Ontario Community Infrastructure Fund (OCIF).

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

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### **D1.0 ELIGIBLE COSTS**

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

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

### **D2.0 INELIGIBLE COSTS**

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

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

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



## SCHEDULE "E"

### MILESTONE PAYMENT PLAN

#### E1.0 MILESTONE PAYMENTS

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

PAYMENT MILESTONE	PAYMENT AMOUNT	REQUIRED REPORTS (see Schedule "F" for more detail)
<b>Milestone 1:</b> Execution of the Agreement.	25% of the Maximum Funds.	<p>The following documentation is required to be provided to the Province by the Recipient prior to execution of the Agreement:</p> <ul style="list-style-type: none"> <li>• Municipal by-law as described in section A2.2(b),</li> <li>• Initial Project Report as described in Schedule "F",</li> <li>• Notice of Completion for Environmental Assessment (if applicable), and</li> <li>• Any other reporting requested by the Ministry.</li> </ul>
<b>Milestone 2:</b> Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the Construction Contract Award Documentation and Project Progress Report described in Schedule "F".	<p>Up to 25% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> <li>• Construction Contract Award Documentation,</li> <li>• Project Progress Report, including a revised expenditure forecast, and</li> <li>• Any other reporting requested by the Ministry.</li> </ul>

<p><b>Milestone 3:</b> Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the 85% Expenditure Documentation and Project Progress Report described in Schedule “F”.</p>	<p>Up to 35% of the Maximum Funds.</p> <p>The payment amount is subject to the adjustments set out in section A4.2(c).</p>	<ul style="list-style-type: none"> <li>• 85% Expenditure Documentation confirming that at least 85% of the Total Eligible Cost (TEC) has been incurred,</li> <li>• Project Progress Report, including a revised expenditure forecast, and</li> <li>• Any other reporting requested by the Ministry.</li> </ul>
<p><b>Milestone 4:</b> Subject to the terms and conditions of this Agreement, the receipt, to the satisfaction of the Province, of the Final Report.</p>	<p>Release of Holdback as defined in section A4.9: Up to 15% of the Maximum Funds.</p> <p>The payment amount is subject to the reconciliation and adjustments set out in sections A4.2(c) and A4.10.</p>	<ul style="list-style-type: none"> <li>• Final Report,</li> <li>• Compliance with the Financial Information Return (FIR),</li> <li>• Compliance audit documentation if required by the Province, and</li> <li>• Any other reporting requested by the Ministry.</li> </ul>

## SCHEDULE “F” REPORTING REQUIREMENTS

### F1.0 DOCUMENTATION REQUIRED FOR EXECUTION OF THE AGREEMENT

Name of Document	Description	Submission Timeframe
<b>Initial Project Report</b>	Recipient’s forecast of timelines and costs (expenditure forecast) to Project completion.	Within two weeks of being sent by the Province and prior to execution of the Agreement.
<b>Council By-Law</b>	Municipal by-law as described in section A2.2(b). <u>If delegated authority is given, the Recipient must include the delegation by-law (refer to Section 23.1 of the <i>Municipal Act, 2001</i>).</u>	Prior to execution of the Agreement.
<b>Executed Agreement</b>	The executed Agreement between the Province and Recipient.	Required for Milestone 1 payment.

### F2.0 REPORTS

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

Required Documentation	Description	Submission Timeframe
<b>Construction Contract Award Documentation</b>	A report from council including a resolution or by-law recognizing the awarding of the Project construction contracts following tender.	The majority of Project construction contracts must be awarded no later than September 30, 2026. The Construction Contract Award Documentation is due within 60 Business Days of this award.  Required for Milestone 2 payment.
<b>Project Progress Report</b>	A report that includes: <ul style="list-style-type: none"> <li>• an update on the Project’s status and signage status;</li> <li>• revised expenditure forecast, which must be</li> </ul>	Project Progress Reports are required twice per calendar year, in the Spring and Fall, for the duration of the project.

	<p>based on contracts awarded to complete the Project;</p> <ul style="list-style-type: none"> <li>the amount of interest earned on the Funds;</li> <li>an updated Indigenous Consultation Record, if applicable; and</li> <li>any other information as requested by the Province.</li> </ul>	<p>This Report is due within 30 Business Days of a written notice from the Province unless otherwise indicated by the Province.</p> <p>A Project Progress Report is required for Milestone 2 and Milestone 3 payment.</p>
<b>85% Expenditure Documentation</b>	A report that confirms that at least 85% of TEC has been incurred.	Required for Milestone 3 payment.
<b>Final Report</b>	A report that summarizes the Project's final timelines, costs, and outcomes, and includes Project and signage photos and the information required under the Project Progress Reports.	<p>This Report is due within 60 Business Days of the Project Completion Deadline.</p> <p>Required for Milestone 4 payment.</p>
<b>Other Reports</b>	Reports with such content as may be requested by the Province from time to time, which may include the Indigenous Consultation Record described in Schedule "H".	Within the timeframe requested in a written notice from the Province.

### **F3.0 COMPLIANCE AUDIT**

- F3.1 Financial Information Return.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient must have submitted Financial Information Returns (FIR) per Section 294(1) of the Municipal Act for the preceding two fiscal years.
- F3.2 Financial Information Return Compliance.** If the Recipient does not submit the FIR in accordance with F3.1, without limiting the Province's rights under Article A13.0, the Province may suspend the payment of Funds until the FIR are satisfactorily completed.
- F3.3 Compliance Audit.** Without limiting the generality of Article A7.0 (Reports, Accounting, and Review), the Recipient may be required to engage the services

of an external auditor to conduct a final compliance audit upon reaching the project completion date.

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

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

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

## SCHEDULE “G” COMMUNICATIONS PROTOCOL

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### G1.0 DEFINITIONS

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

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

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

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

Contentious Issues may be raised by:

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

### G2.0 PURPOSE

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

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

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

### **G3.0 GUIDING PRINCIPLES**

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

### **G4.0 JOINT COMMUNICATIONS**

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



participate and, if participating, to have their own designated representative quoted or present (in the case of an event).

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

## **G5.0 INDIVIDUAL COMMUNICATIONS**

- G5.1 **The Province's Obligations.** Notwithstanding Article G.4.0 (Joint Communications), the Parties agree that the Province has the right to communicate information to Ontarians about the Agreement and the use of Funds to meet its legislated and regulatory obligations through their respective own Communications Activities.
- G5.2 **Restrictions.** Each Party may include an overview in respect of the Project in their own Communications Activities. The Province and the Recipient will not unreasonably restrict the use of, for their own purposes, Communications Activities related to the Project and, if the communications are web- or social-media based, the ability to link to it.
- G5.3 **Publication.** The Recipient will indicate, in respect of the Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.
- G5.4 **Recognition in Documents.** In respect of the Project where the deliverable is a document, such as but not limited to plans, reports, studies, strategies, training material, webinars, and workshops, the Recipient will clearly recognize the Province's respective financial contribution for the Project.
- G5.5 **Acknowledgement of Support.** Unless the Province directs the Recipient to do otherwise, the Recipient will, in respect of the Project-related publications, whether written, oral, or visual, acknowledge the Province's support for the Project.

## **G6.0 OPERATIONAL COMMUNICATIONS**

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

## **G7.0 MEDIA RELATIONS**

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

## **G8.0 SIGNAGE**

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

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

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

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

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

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

## **G9.0 ADVERTISING CAMPAIGNS**

- G9.1 **Notice of Advertising Campaigns.** Recognizing that advertising can be an effective means of communicating with the public, the Recipient agrees that the Province may, at their own cost, organize an advertising or public information campaign in respect of the Project or the Agreement. However, such a campaign will respect the provisions of the Agreement. In the event of such a campaign, the Province will inform the Recipient of its intention no less than 21 Business Days prior to the campaign launch.

**SCHEDULE “H”  
INDIGENOUS CONSULTATION PROTOCOL**

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**H1.0 INDIGENOUS CONSULTATION**

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

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

**COUNTY OF ELGIN**

**By-Law No. 25-28**

**“BEING A BY-LAW TO CONFIRM PROCEEDINGS OF THE MUNICIPAL COUNCIL OF  
THE CORPORATION OF THE COUNTY OF ELGIN AT THE  
JULY 8, 2025 MEETING”**

WHEREAS, pursuant to Section 5.1 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be exercised by its Council;

AND WHEREAS pursuant to Section 5.3 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of every Council shall be exercised by by-law;

AND WHEREAS it is deemed expedient that the proceedings of the Municipal Council of the Corporation of the County of Elgin at this meeting be confirmed and adopted by by-law.

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

1. THAT the actions of the Municipal Council of the Corporation of the County of Elgin, in respect of each recommendation contained in the reports and each motion and resolution passed and other action taken by the Municipal Council of the Corporation of the County of Elgin, at its meeting held on July 8, 2025 be hereby adopted and confirmed as if all such proceedings were expressly embodied in this by-law.
2. THAT the Warden and appropriate officials of the Corporation of the County of Elgin are hereby authorized and directed to do all things necessary to give effect to the actions of the Municipal Council of the Corporation of the County of Elgin referred to in the preceding section hereof.
3. THAT the Warden and the Chief Administrative Officer, or alternate, are authorized and directed to execute all documents necessary in that behalf and to affix thereto the seal of the Corporation of the County of Elgin.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8<sup>TH</sup> DAY OF JULY 2025.

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Blaine Parkin,  
Chief Administrative Officer/Clerk.

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Grant Jones,  
Warden.